HAMBLEN COUNTY LEGISLATIVE BODY

SPECIAL-CALLED MEETING Monday, November 1, 2021 Hamblen County Courthouse – Large Courtroom 5:00 p.m.

Open Meeting - Sheriff Esco Jarnagin

Call to Order – Commission Chairman Howard Shipley

Prayer – Chairman Howard Shipley

Pledge of Allegiance – Commissioner Tim Goins

Roll Call - County Clerk Penny Petty

Order #	Vote	Item
1		Public Comment Regarding Business of the Agenda Only (Commission Chairman Howard Shipley)
2	Vote Vote Vote	 a. Approval of Contract with Blaine Construction Company b. Resolution 21-21 Authorizing the Issuance of General Obligation Bonds of Hamblen County, Tennessee in the Aggregate Principal Amount of Not to Exceed \$10,000,000 c. Consider and Vote on Any Other Matters that May Properly Come Before the Commission
3		Adjournment (Commission Chairman Howard Shipley)



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eighteenth day of October in the year Two Thousand Twenty-One
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Hamblen County
511 West Second North Street
Morristown, Tennessee 37814
Telephone Number: 423-586-1931

and the Contractor: (Name, legal status, address and other information)

Blaine Construction Corporation 6510 Deane Hill Drive Knoxville, Tennessee 37919 Telephone Number: (865) 693-8900

for the following Project: (Name, location and detailed description)

Hamblen County Justice Center Morristown, Tennessee

The Architect: (Name, legal status, address and other information)

Moseley Architects P.C.
6210 Ardrey Kell Road
The Hub at Waverly
Suite 425
Charlotte, North Carolina 28277

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

	The date of this Agreement.
<u>X</u>]	A date set forth in a notice to proceed issued by the Owner.
]	Established as follows:

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

(Insert a date or a means to determine the date of commencement of the Work.)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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Not later than <u>seven hundred sixty</u> (<u>760</u>) calendar days from the date of commencement of the Work. Work, and finally complete no later than sixty (60) calendar days thereafter.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Ninety-Two Million, Two Hundred Eight Thousand, Five Hundred and 48/100 Dollars (\$ 92,208,500.48), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 1: Upfit Level 2 housing	\$ 734,000.00
units 3E and 3F	
Alternate No. 2: Upfit Level 3 housing	\$ 1,852,750.00
units 3C and 3D	
Alternate No. 3: Upfit Level 3 housing	\$2,929,000.00
units 3A and 3B	
Alternate No. 4: Preferred Manufacturer -	\$0.00
Tyco Raven Institutional Sprinkler Heads	
Alternate No. 6: Preferred Manufacturer -	\$0.00
Steel Cell of North America	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item Price Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item Allowance No. 1: Interior Signage	Price \$ 50,000.00
Unit Price Allowance No. 1: Removal of Unsatisfactory Soil, off-site	<u>\$62,226.00</u>
disposal and backfill	
Unit Price Allowance No. 2: Excavation in Trenches, off-site disposal and	<u>\$41,484.00</u>
<u>backfill</u>	
Unit Price Allowance No. 3: Import Topsoil	\$5,185.50
Unit Price Allowance No 4: Crushed Stone	\$3,629.85
Unit Price Allowance No 5: Aggregate Base Course	\$2,903.88
Unit Price Allowance No. 6: Geotextile Fabric	\$518.55
Unit Price Allowance No. 7: Subsurface Drains	\$3,111.00
Unit Price Allowance No. 8: Moisture vapor treatment on concrete slabs	\$124,970.55

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§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price Allowance No. 1: Removal of	<u>1,500 c.y.</u>	\$41.48 per c.y.
Unsatisfactory Soil, off-site disposal and		
backfill		
Unit Price Allowance No. 2: Excavation in	500 c.y.	\$82.97 per c.y
Trenches, off-site disposal and backfill		
Unit Price Allowance No. 3: Import Topsoil	<u>100 c.y.</u>	\$ 51.86 per c.y.
Unit Price Allowance No 4: Crushed Stone	<u>100 tons</u>	\$36.30 per ton
Unit Price Allowance No 5: Aggregate Base	<u>100 tons</u>	\$29.04 per ton
Course		
Unit Price Allowance No. 6: Geotextile Fabric	100 s.y.	\$5.19 per s.y.
Unit Price Allowance No. 7: Subsurface Drains	100 l.f.	\$31.00 per l.f.
Unit Price Allowance No. 8: Moisture vapor	48,200 s.f.	\$2.59 per s.f.
treatment on concrete slabs		
Unit Price Allowance No. 9a: Micro-piles, Pile	152 piles x 45 l.f.	\$47.33 per l.f.
Type 1		
Unit Price Allowance No 9b: Micro-piles, Pile	463 piles x 45 l.f.	\$61.43 per l.f.
Type 2		
Unit Price 1: Micro-pile Grout:	Per c.f.	\$29.82 per c.f.
Unit Price 2: Soil Nail:	Per l.f.	\$20.74 per l.f.
Unit Price 3: Soil Nail Grout:	Per c.y.	\$608.78 per c.y.
Unit Price 4: Soil Nail Shotcrete Facing	Per c.y.	\$450.10 per c.y.

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$1,000 per calendar day

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month, thirty days after the Owner receives the Certified Application for Payment. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (-forty-five (45) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

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- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201TM–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - .1 That portion of the Contract Sum properly allocable to completed Work;
 - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Until final completion, the Owner will pay 95% of the amount due the Contractor on account of progress payments and will retain the remaining five percent (5%) of the amount due the Contractor on the Project. At the Owner's option, retainage may be reduced to two- and one-half percent (2.5%) when the Project is eighty percent (80%) complete.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant

to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

1 % one percent

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

[]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
<u>X</u>]	Litigation in a court of competent jurisdiction
[]	Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

- § 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.
- § 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)
- § 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Bill Brittain, County Mayor Hamblen County
Hamblen County
511 West Second North Street
Morristown, Tennessee 37814
Telephone Number: (423) 586-1931

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Gary Bennett, President
Blaine Construction Corporation
6510 Deane Hill Drive
Knoxville, Tennessee 37919
Telephone Number: (865) 693-8900

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

- § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM=2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.
- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™—2017 Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

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User Notes:

§ 8.7 Other provisions:

§ 8.7.1 The Contractor shall provide prompt written notice to the Owner and Architect if the Contractor becomes aware of any defect(s) or suspected defect(s) in the Architect's professional services or Instruments of Service, so that the Architect may be afforded the opportunity to address such alleged defect(s). The Contractor shall include in any Sub-Contractor Agreements a similar notification requirement on the part of the Sub-Contractor. Failure by the Contractor to promptly notify the Owner and Architect in writing of the discovery or suspicion of such defect(s) of which the Contractor is aware shall relieve the Owner and Architect of liability for any damages caused by the defect(s) in excess of the damages that would have been incurred if the Contractor had given prompt notification to the Owner and Architect when such defect(s) were first discovered or suspected by the Contractor and the Architect had promptly corrected such defects.

ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- AIA Document A101TM 2017, Exhibit A, Insurance and Bonds .2
- AIA Document A201TM_2017, General Conditions of the Contract for Construction .3
- .5 Drawings dated August 26, 2021

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COVER - VOLUME I

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G1.1 SECURITY WALL PLAN - LEVEL 1 AND 1M

G1.2 SECURITY WALL PLAN - LEVEL 2 AND 2M

G1.3 SECURITY WALL PLAN - LEVEL 3 AND 3M

G2.1 GENERAL INFORMATION - AIR BARRIER

G2.2 INTEGRATED MOCKUP PANEL

LIFE SAFETY

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LS3.0 FIRE PROTECTION PLAN - LEVEL 0

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LS3.3 FIRE PROTECTION PLAN - LEVEL 3 AND 3M

LS4.1 FIRE RESISTIVE ASSEMBLIES

LS4.2 FIRE RESISTIVE ASSEMBLIES

LS4.3 FIRE RESISTIVE ASSEMBLIES

LS4.4 FIRE RESISTIVE ASSEMBLIES

LS4.5 FIRE RESISTIVE ASSEMBLIES

LS4.6 FIRE RESISTIVE ASSEMBLIES

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C0.2 EXISTING CONDITIONS

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C0.4 UTILITIES DEMOLITION PLAN

C0.5 PROPOSED PROPERTY LAYOUT

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C1.1 SITE LAYOUT INSETS

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C2.2 SITE GRADING AND DRAINAGE PLAN INSETS

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C2.4 EROSION CONTROL PLAN - INITIAL

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C2.7 HELEN ROSS MCNABB DEMOLITION PLAN

C2.8 HELEN ROSS MCNABB IMPROVEMENTS

C2.9 427 N. JACKSON STREET PAVING EXHIBIT

C3.0 WATER AND GAS PLAN

C3.1 SEWER LINE A PLAN AND PROFILE, STA 10+00 TO 12+10

C3.2 SEWER LINE A PLAN AND PROFILE, STA 12+10 TO 17+59

C3.3 SEWER LINE B PLAN AND PROFILE

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C5.1 STANDARD SITE DETAILS

C5.2 STANDARD SITE DETAILS

C5.3 STANDARD SITE DETAILS

C5.4 STORM DRAINAGE DETAILS

C5.5 STORM DRAINAGE DETAILS

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A2.0.1 OVERALL FLOOR PLAN - LEVEL 1 AND 1M

A2.0.2 OVERALL FLOOR PLAN - LEVEL 2 AND 2M

A2.0.3 OVERALL FLOOR PLAN - LEVEL 3 AND 3M

A2.0.3a OVERALL FLOOR PLAN - LEVEL 3 - ALTERNATE

A2.0A FLOOR PLAN - LEVEL 0 - PART A

A2.0Ad FLOOR PLAN - LEVEL 0 - PART A DIMENSIONS

A2.0B FLOOR PLAN - LEVEL 0 - PART B

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A2.0Bd FLOOR PLAN - LEVEL 0 - PART B DIMENSIONS
       A2.1A FLOOR PLAN - LEVEL 1 - PART A
       A2.1Ad FLOOR PLAN - LEVEL 1 - PART A DIMENSIONS
       A2.1AM MEZZANINE FLOOR PLAN - LEVEL 1 - PART A
       A2.1AMd MEZZANINE FLOOR PLAN - LEVEL 1 - PART A DIMENSIONS
       A2.1B FLOOR PLAN - LEVEL 1 - PART B
       A2.1Bd FLOOR PLAN - LEVEL 1 - PART B DIMENSIONS
       A2.1BM MEZZANINE FLOOR PLAN - LEVEL 1 - PART B
       A2.1BMd MEZZANINE FLOOR PLAN - LEVEL 1 - PART B DIMENSIONS
       A2.1C FLOOR PLAN - LEVEL 1 - PART C
       A2.1Cd FLOOR PLAN - LEVEL 1 - PART C DIMENSIONS
      A2.1D FLOOR PLAN - LEVEL 1 - PART D
       A2.1Dd FLOOR PLAN - LEVEL 1 - PART D DIMENSIONS
       A2.2A FLOOR PLAN - LEVEL 2 - PART A
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             AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as
indicated below: A2.3B FLOOR PLAN - LEVEL 3 - PART B
      A2.3Ba FLOOR PLAN - LEVEL 3 - PART B - ALTERNATE
      A2.3Bd FLOOR PLAN - LEVEL 3 - PART B DIMENSIONS
      A2.3BM MEZZANINE FLOOR PLAN - LEVEL 3M - PART B
      A2.3BMa MEZZANINE FLOOR PLAN - LEVEL 3M - PART B - ALTERNATE
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User Notes:

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A5.1.2 WALL SECTIONS
A5.1.3 WALL SECTIONS
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A9.1AM REFLECTED CEILING PLAN LEVEL 1M - PART A
A9.1B REFLECTED CEILING PLAN LEVEL 1 - PART B
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A9.1C REFLECTED CEILING PLAN LEVEL 1 - PART C
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A9.2B REFLECTED CEILING PLAN LEVEL 2 - PART B
A9.2BM REFLECTED CEILING PLAN LEVEL 2M - PART B
A9.3A REFLECTED CEILING PLAN LEVEL 3 - PART A
A9.3Aa REFLECTED CEILING PLAN LEVEL 3 -PART A - ALTERNATE
A9.3AM REFLECTED CEILING PLAN LEVEL 3M - PART A
A9.3AMa REFLECTED CEILING PLAN LEVEL 3M -PART A -ALTERNATE
A9.3B REFLECTED CEILING PLAN LEVEL 3 -PART B
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A9.3Ba REFLECTED CEILING PLAN - LEVEL 3-PART B -ALTERNATE
A9.3BM REFLECTED CEILING PLAN LEVEL 3M - PART B
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FS.02 FOOD SERVICE EQUIPMENT SCHEDULE

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FS.04 FOOD SERVICE ELECTRICAL PLAN

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SE2.0B SECURITY - FLOOR PLAN - LEVEL 0 - PART B

SE2.1A SECURITY - FLOOR PLAN - LEVEL 1 - PART A

SE2.1AM SECURITY - MEZZANINE FLOOR PLAN - LEVEL 1 - PART A

SE2.1B SECURITY - FLOOR PLAN - LEVEL 1 - PART B

SE2.1BM SECURITY - MEZZANINE FLOOR PLAN - LEVEL 1 - PART B

SE2.1C SECURITY - FLOOR PLAN - LEVEL 1 - PART C

SE2.1D SECURITY - FLOOR PLAN - LEVEL 1 - PART D

SE2.2A SECURITY - FLOOR PLAN - LEVEL 2 - PART A

SE2.2AM SECURITY - MEZZANINE FLOOR PLAN - LEVEL 2 - PART A

SE2.2B SECURITY - FLOOR PLAN - LEVEL 2 - PART B

SE2.2BM SECURITY - MEZZANINE FLOOR PLAN - LEVEL 2 - PART B

SE2.3A SECURITY - FLOOR PLAN - LEVEL 3 - PART A

SE2.3Aa SECURITY - FLOOR PLAN - LEVEL 3 - PART A - ALTERNATE

SE2.3AM SECURITY - MEZZANINE FLOOR PLAN - LEVEL 3 - PART A

SE2.3AMa SECURITY - MEZZANINE FLOOR PLAN - LEVEL 3 - PART A - ALTERNATE

SE2.3B SECURITY - FLOOR PLAN - LEVEL 3 - PART B

SE2.3Ba SECURITY - FLOOR PLAN - LEVEL 3 - PART B - ALTERNATE

SE2.3BM SECURITY - MEZZANINE FLOOR PLAN - LEVEL 3 - PART B

SE2.3BMa SECURITY - MEZZANINE FLOOR PLAN - LEVEL 3 - PART B - ALTERNATE

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S1.0.2 MAT PLAN - LEVEL 0 - PART B

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S1.1.3 SLAB CONTROL JOINT PLAN - LEVEL 0 - PART A&B

S2.0.1 CELL CAP SLAB PLAN - LEVEL 0 PART A&B

S2.1.1 FLOOR FRAMING PLAN - LEVEL 1 - PART A

S2.1.2 FLOOR FRAMING PLAN - LEVEL 1 - PART B

S2.1.3 FOUNDATION PLAN - LEVEL 1 - PART C S2.1.4 FOUNDATION PLAN - LEVEL 1 - PART D

S2.1.4A SLAB CONTROL JOINT PLAN - LEVEL 1 - PART C&D

S2.1.5 MEZZANINE FLOOR FRAMING PLAN - LEVEL 1M - PART A

S2.1.6 MEZZANINE FLOOR FRAMING PLAN - LEVEL 1M - PART B

S2.2.1 FLOOR FRAMING PLAN - LEVEL 2 - PART A

S2.2.2 FLOOR FRAMING PLAN - LEVEL 2 - PART B

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S2.2.3 ROOF FRAMING PLAN - LEVEL 2 - PART C
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- S2.2.4 ROOF FRAMING PLAN LEVEL 2 & HIGH ROOF PART D
- S2.2.5 MEZZANINE FLOOR FRAMING PLAN LEVEL 2M PART A
- S2.2.6 MEZZANINE FLOOR FRAMING PLAN LEVEL 2M PART B
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- S2.3.3 MEZZANINE FLOOR FRAMING PLAN LEVEL 3M PART A
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- MP1.1.1 MICROPILE FOUNDATION PLAN-LEVEL 0-PART A
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- MP3.1.1 MICROPILE DETAILS

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- SN3.1.1 SOIL NAIL PLAN DETAILS

GENERAL

COVER - VOLUME II

PLUMBING

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- P2.0B LEVEL 0 FOUNDATION PLAN PART B
- P2.0C LEVEL ONE FOUNDATION PLAN PART C
- P2.0D LEVEL ONE FOUNDATION PLAN PART D
- P2.1.1A LEVEL 0 FLOOR PLAN SANITARY PART A
- P2.1.2A LEVEL 0 FLOOR PLAN DOMESTIC- PART A
- P2.1.3B LEVEL 0 FLOOR PLAN SANITARY PART B

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P2.1.4B LEVEL 0 FLOOR PLAN - DOMESTIC- PART B
P2.2.1A LEVEL ONE FLOOR PLAN - SANITARY - PART A
P2.2.2A LEVEL ONE FLOOR PLAN - DOMESTIC- PART A
P2.2.3B LEVEL ONE FLOOR PLAN - SANITARY - PART B
P2.2.4B LEVEL ONE FLOOR PLAN - DOMESTIC - PART B
P2.2.5C LEVEL ONE FLOOR PLAN - SANITARY - PART C
P2.2.6C LEVEL ONE FLOOR PLAN - DOMESTIC - PART C
P2.2.7D LEVEL ONE FLOOR PLAN - SANITARY - PART D
P2.2.8D LEVEL ONE FLOOR PLAN - DOMESTIC- PART D
P2.2.9AM LEVEL ONE MEZZANINE PLAN - SANITARY - PART A
P2.2.10AM LEVEL ONE MEZZANINE PLAN - DOMESTIC - PART A
P2.2.11BM LEVEL ONE MEZZANINE PLAN - SANITARY - PART B
P2.2.12BM LEVEL ONE MEZZANINE PLAN - DOMESTIC - PART B
P2.3.1A LEVEL TWO FLOOR PLAN - SANITARY - PART A
P2.3.2A LEVEL TWO FLOOR PLAN - DOMESTIC - PART A
P2.3.3B LEVEL TWO FLOOR PLAN - SANITARY - PART B
P2.3.4B LEVEL TWO FLOOR PLAN - DOMESTIC - PART B
P2.3.5AM LEVEL TWO MEZZANINE PLAN - SANITARY - PART A
P2.3.6AM LEVEL TWO MEZZANINE PLAN - DOMESTIC - PART A
P2.3.7BM LEVEL TWO MEZZANINE PLAN - SANITARY - PART B
P2.3.8BM LEVEL TWO MEZZANINE PLAN - DOMESTIC - PART B
P2.4.1A LEVEL THREE FLOOR PLAN - SANITARY - PART A
P2.4.2A LEVEL THREE FLOOR PLAN - DOMESTIC- PART A
P2.4.3B LEVEL THREE FLOOR PLAN - SANITARY - PART B
P2.4.4B LEVEL THREE FLOOR PLAN - DOMESTIC- PART B
P2.4.5AM LEVEL THREE MEZZANINE PLAN - SANITARY - PART A
P2.4.6AM LEVEL THREE MEZZANINE PLAN - DOMESTIC- PART A
P2.4.7BM LEVEL THREE MEZZANINE PLAN - SANITARY - PART B
P2.4.8BM LEVEL THREE MEZZANINE PLAN - DOMESTIC - PART B
P2.5.1A ROOF PLAN - PART A
P2.5.1B ROOF PLAN - PART B
P2.5.1C ROOF PLAN - PART C
P2.5.1D ROOF PLAN - PART D
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P3.2 RISER DIAGRAMS - KITCHEN
P3.3 ENLARGED PLAN - MECHANICAL ROOMS
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P3.10 ENLARGED PLANS AND RISERS
P3.11 NATURAL GAS RISER DIAGRAM
P3.12 STORM DRAIN RISER DIAGRAM
P3.13 STORM DRAIN RISER DIAGRAM
P3.14 STORM DRAIN RISER DIAGRAM
P3.15 STORM DRAIN RISER DIAGRAM
P3.16 STORM DRAIN RISER DIAGRAM
P3.17 STORM DRAIN RISER DIAGRAM
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P4.2 ENLARGED COMPOSITE PLAN - SEGREGATION
P4.3 ENLARGED COMPOSITE PLAN - GENERAL POPULATION
P5.1 DETAILS - PLUMBING
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P6.1 SCHEDULES
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FIRE PROTECTION

FP0.1 LEGENDS, ABBREVIATIONS AND GENERAL NOTES

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FP2.0B FLOOR PLAN - LEVEL 0 - PART B

FP2.1A FLOOR PLAN - LEVEL 1 - PART A

FP2.1AM MEZZANINE FLOOR PLAN - LEVEL 1 - PART A

FP2.1B FLOOR PLAN - LEVEL 1 - PART B

FP2.1BM MEZZANINE FLOOR PLAN - LEVEL 1 - PART B

FP2.1C FLOOR PLAN - LEVEL C - PART C

FP2.1D FLOOR PLAN - LEVEL 1 - PART D

FP2.2A FLOOR PLAN - LEVEL 2 - PART A

FP2.2AM MEZZANINE FLOOR PLAN - LEVEL 2 - PART A

FP2.2B FLOOR PLAN - LEVEL 2 - PART B

FP2.2BM MEZZANINE FLOOR PLAN - LEVEL - PART B

FP2.3A FLOOR PLAN - LEVEL 3 - PART A

FP2.3AM MEZZANINE FLOOR PLAN - LEVEL 3 - PART A

FP2.3B FLOOR PLAN - LEVEL 3 - PART B

FP2.3BM MEZZANINE FLOOR PLAN - LEVEL 3 - PART B

MECHANICAL

M0.1 LEGENDS, ABBREVIATIONS AND GENERAL NOTES

M_{0.2} SCHEDULES

M_{0.3} SCHEDULES

M1.0 SITE PLAN

M2.0A.1 FLOOR PLAN - LEVEL 0 - PART A - DUCTWORK

M2.0A.2 FLOOR PLAN - LEVEL 0 - PART A - PIPING

M2.0B.1 FLOOR PLAN - LEVEL 0 - PART B - DUCTWORK

M2.0B.2 FLOOR PLAN - LEVEL 0 - PART B - PIPING

M2.1A.1 FLOOR PLAN - LEVEL 1 - PART A - DUCTWORK

M2.1A.2 FLOOR PLAN - LEVEL 1 - PART A - PIPING

M2.1AM.1 FLOOR PLAN - LEVEL 1M - PART A - DUCTWORK

M2.1B.1 FLOOR PLAN - LEVEL 1 - PART B - DUCTWORK

M2.1B.2 FLOOR PLAN - LEVEL 1 - PART B - PIPING

M2.1BM.1 FLOOR PLAN - LEVEL 1M - PART B - DUCTWORK

M2.1C.1 FLOOR PLAN - LEVEL 1 - PART C - DUCTWORK

M2.1C.2 FLOOR PLAN - LEVEL 1 - PART C - PIPING

M2.1D.1 FLOOR PLAN - LEVEL 1 - PART D - DUCTWORK

M2.1D.2 FLOOR PLAN - LEVEL 1 - PART D - PIPING

M2.2A.1 FLOOR PLAN - LEVEL 2 - PART A - DUCTWORK

M2.2A.2 FLOOR PLAN - LEVEL 2 - PART A - PIPING

M2.2AM.1 FLOOR PLAN - LEVEL 2M - PART A - DUCTWORK

M2.2B.1 FLOOR PLAN - LEVEL 2 - PART B - DUCTWORK

M2.2B.2 FLOOR PLAN - LEVEL 2 - PART B - PIPING

M2.2BM.1 FLOOR PLAN - LEVEL 2M - PART B - DUCTWORK

M2.3A.1 FLOOR PLAN - LEVEL 3 - PART A - DUCTWORK

M2.3A.1a FLOOR PLAN - LEVEL 3 - PART A - DUCTWORK - ALTERNATE

M2.3A.2 FLOOR PLAN - LEVEL 3 - PART A - PIPING

M2.3A.2a FLOOR PLAN - LEVEL 3 - PART A - PIPING - ALTERNATE

M2.3AM.1 FLOOR PLAN - LEVEL 3M - PART A - DUCTWORK

M2.3AM.1a FLOOR PLAN - LEVEL 3M - PART A - DUCTWORK - ALTERNATE

M2.3AM.2 FLOOR PLAN - LEVEL 3M - PART A - PIPING

M2.3AM.2a FLOOR PLAN - LEVEL 3M - PART A - PIPING - ALTERNATE

M2.3B.1 FLOOR PLAN - LEVEL 3 - PART B - DUCTWORK

M2.3B.1a FLOOR PLAN - LEVEL 3 - PART B - DUCTWORK - ALTERNATE

M2.3B.2 FLOOR PLAN - LEVEL 3 - PART B - PIPING

M2.3B.2a FLOOR PLAN - LEVEL 3 - PART B - PIPING - ALTERNATE

M2.3BM.1 FLOOR PLAN - LEVEL 3M - PART B - DUCTWORK

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M2.3BM.1a FLOOR PLAN - LEVEL 3M - PART B - DUCTWORK - ALTERNATE
M2.3BM.2 FLOOR PLAN - LEVEL 3M - PART B - PIPING
M2.3BM.2a FLOOR PLAN - LEVEL 3M - PART B - PIPING - ALTERNATE
M2.7 ROOF PLAN
M3.1 ENLARGED PLANS
M4.1 SECTIONS
M5.1 DETAILS
M5.2 DETAILS
M5.3 DETAILS
M5.4 ROOFTOP UNIT LAYOUT DETAILS
M5.5 ROOFTOP UNIT LAYOUT DETAILS
M5.6 ROOFTOP UNIT LAYOUT DETAILS
M6.1 SYSTEM SCHEMATICS
M7.1 CONTROLS
M7.2 CONTROLS
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E0.1 LEGENDS, ABBREVIATIONS AND GENERAL NOTES
E1.1 ELECTRICAL SITE PLAN
E2.0A.1 FLOOR PLAN - LEVEL 0 - PART A - LIGHTING
E2.0A.2 FLOOR PLAN - LEVEL 0 - PART A - POWER
E2.0A.3 FLOOR PLAN - LEVEL 0 - PART A - COMMUNICATIONS
E2.0A.4 FLOOR PLAN - LEVEL 0 - PART A - MECHANICAL POWER
E2.0B.1 FLOOR PLAN - LEVEL 0 - PART B - LIGHTING
E2.0B.2 FLOOR PLAN - LEVEL 0 - PART B - POWER
E2.0B.3 FLOOR PLAN - LEVEL 0 - PART B - COMMUNICATIONS
E2.0B.4 FLOOR PLAN - LEVEL 0 - PART B - MECHANICAL POWER
E2.1A.1 FLOOR PLAN - LEVEL 1 - PART A - LIGHTING
E2.1A.2 FLOOR PLAN - LEVEL 1 - PART A - POWER
E2.1A.3 FLOOR PLAN - LEVEL 1 - PART A - COMMUNICATIONS
E2.1A.4 FLOOR PLAN - LEVEL 1 - PART A - MECHANICAL POWER
E2.1AM.1 FLOOR PLAN - LEVEL 1M - PART A - LIGHTING
E2.1AM.2 FLOOR PLAN - LEVEL 1M - PART A - POWER
E2.1AM.3 FLOOR PLAN - LEVEL 1M - PART A - COMMUNICATIONS
E2.1B.1 FLOOR PLAN - LEVEL 1 - PART B - LIGHTING
E2.1B.2 FLOOR PLAN - LEVEL 1 - PART B - POWER
E2.1B.3 FLOOR PLAN - LEVEL 1 - PART B - COMMUNICATIONS
E2.1B.4 FLOOR PLAN - LEVEL 1 - PART B - MECHANICAL POWER
E2.1BM.1 FLOOR PLAN - LEVEL 1M - PART B - LIGHTING
E2.1BM.2 FLOOR PLAN - LEVEL 1M - PART B - POWER
E2.1BM.3 FLOOR PLAN - LEVEL 1M - PART B - COMMUNICATIONS
E2.1C.1 FLOOR PLAN - LEVEL 1 - PART C - LIGHTING
E2.1C.2 FLOOR PLAN - LEVEL 1 - PART C - POWER
E2.1C.3 FLOOR PLAN - LEVEL 1 - PART C - COMMUNICATIONS
E2.1C.4 FLOOR PLAN - LEVEL 1 - PART C - MECHANICAL POWER
E2.1D.1 FLOOR PLAN - LEVEL 1 - PART D - LIGHTING
E2.1D.2 FLOOR PLAN - LEVEL 1 - PART D - POWER
E2.1D.3 FLOOR PLAN - LEVEL 1 - PART D - COMMUNICATIONS
E2.1D.4 FLOOR PLAN - LEVEL 1 - PART D - MECHANICAL POWER
E2.2A.1 FLOOR PLAN - LEVEL 2 - PART A - LIGHTING
E2.2A.2 FLOOR PLAN - LEVEL 2 - PART A - POWER
E2.2A.3 FLOOR PLAN - LEVEL 2 - PART A - COMMUNICATIONS
E2.2A.4 FLOOR PLAN - LEVEL 2 - PART A - MECHANICAL POWER
E2.2AM.1 FLOOR PLAN - LEVEL 2M - PART A - LIGHTING
E2.2AM.2 FLOOR PLAN - LEVEL 2M - PART A - POWER
E2.2AM.3 FLOOR PLAN - LEVEL 2M - PART A - COMMUNICATIONS
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E2.2B.1 FLOOR PLAN - LEVEL 2 - PART B - LIGHTING

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E2.2B.2 FLOOR PLAN - LEVEL 2 - PART B - POWER
E2.2B.3 FLOOR PLAN - LEVEL 2 - PART B - COMMUNICATIONS
E2.2B.4 FLOOR PLAN - LEVEL 2 - PART B - MECHANICAL POWER
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TA402 GENERAL SESSIONS DIV 1 COURTROOM (1034) FUNCTIONAL TA403 CRIMINAL/ CIRCUIT COURTROOM (1046) FUNCTIONAL TA501 RACK DETAILS AND ELEVATIONS TA601 INTERFACE PLATES TA701 COORDINATION DETAILS **TA702 COORDINATION DETAILS**

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270528	Pathways for Audiovisual Systems	9	
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322931	Site Stabilization, Seeding, Fertilizing, and Mulching		
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.5 Drawings.7 Addenda, if any:					
	Number Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4	TitleDate September 16, 2021 October 1, 2021 October 8, 2021 October 11, 2021	DatePages 139 182 40 14		
.6 —	- Specifications				
	Section	Title	Date Pages		
.7	Addenda, if any:				
	Number	Date	Pages		
.8.	Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9. Other Exhibits: (Check all boxes that apply and include appropriate information identifying the exhibit where				
	required.) [] AIA Document E204 TM 2017, Sustainable Projects Exhibit, dated as indicated below:				
	(Insert the date of the E204-2017 incorporated into this Agreement.)				
	[-] The Sustainability Plan:				
	Title	Date	Pages		
	[] Supplementary and other Conditions of the Contract:				
	Document	Title	Date Page	S	
<u>.</u> .9	Other documents, if any, listed below	•			

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201TM_2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

Init.

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Bill Brittain, County	Mayor
Hamblen County	

(Printed name and title)

Gary Bennett, President Blaine Construction Corporation

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ - 2003

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(Signed)
Title)
(Dated)

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF HAMBLEN COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes Hamblen County, Tennessee (the "County"), by resolution of the Board of County Commissioners, to issue and sell bonds for the purpose of providing funds for: (i) constructing, improving, repairing, renovating and equipping of courtroom, corrective and detention facilities, schools and other educational facilities, libraries, stormwater drainage facilities, parks and recreation facilities and other public buildings, including any equipment required therefor; (ii) constructing and improving roads, streets, bridges and highways; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (v) payment of costs incident to the issuance of the bonds authorized herein; and

WHEREAS, the Board of County Commissioners of the County hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of financing the Projects and the foregoing described costs; and

WHEREAS, the Board of County Commissioners of the County did adopt on October 24, 2019, an initial resolution (the "2019 Initial Resolution") authorizing the issuance of not to exceed \$85,000,000 and did adopt on August 19, 2021, an initial resolution (the "2021 Initial Resolution," together with the 2019 Initial Resolution, the "Initial Resolutions") authorizing the issuance of not to exceed \$42,400,000 for the purposes described above; and

WHEREAS, the Initial Resolutions, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, were published on October 25, 2019 and on August 22, 2021 as required by law, and no petition relating to either Initial Resolution has been received by the County; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$10,000,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hamblen County, Tennessee, as follows:

<u>Section 1.</u> <u>Authority</u>. The bonds authorized by this resolution are issued pursuant to 9-21-101, <u>et seq.</u>, Tennessee Code Annotated, as amended, and other applicable provisions of law.

- <u>Section 2.</u> <u>Definitions.</u> In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:
- (a) "Bonds" means the not to exceed \$10,000,000 General Obligation Bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof.
- (b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.
- (c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.
 - (d) "County Mayor" shall mean the County Mayor of the County.
- (e) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.
- (f) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.
- (g) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.
 - (h) "Governing Body" means the Board of County Commissioners.
- (i) "Municipal Advisor" for the Bonds authorized herein means Cumberland Securities Company, Inc., Knoxville, Tennessee.
- (j) "Projects" means: (i) constructing, improving, repairing, renovating and equipping of courtroom, corrective and detention facilities, schools and other educational facilities, libraries, stormwater drainage facilities, parks and recreation facilities and other public buildings, including any equipment required therefor; (ii) constructing and improving roads, streets, bridges and highways; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing.
- (k) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy.

(b) The Governing Body finds that the Municipal Advisor has provided the Governing Body with sufficient information regarding the estimated interest expense relating to the Bonds and costs of issuance of the Bonds for the Governing Body to make an informed decision in connection with the issuance of the Bonds in compliance with the County's Debt Management Policy.

Section 4. Authorization and Terms of the Bonds.

- For the purpose of providing funds to finance, in whole or in part, the cost of the Projects and costs incident thereto; reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$10,000,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed five percent (5.00%) per annum, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing June 1, 2022. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided and subject to adjustment as provided herein, in the years 2022 through 2051, inclusive. The Mayor is hereby directed and authorized to establish the annual principal payments and final debt service schedule for the Bonds as is provided in Section 8 hereof.
- (b) Subject to the adjustments permitted under Section 8 hereof, Bonds maturing on June 1, 2031 and thereafter shall be subject to redemption prior to maturity at the option of the County on June 1, 2030 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
- (ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.
- (c) Pursuant to the terms hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity

amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected as follows:

- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
- (ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of any call for redemption shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly

provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

- (e) The Governing Body hereby authorizes and directs the County Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed or the Registration Agent for the Bonds to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.
- The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.
- (g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when

deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

- The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the included therein completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after calling such Bond for redemption has been given, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.
- (i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the signature of the County Mayor and the attestation of the County Clerk.
- (j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or

through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) to the extent permitted by the rules of DTC, the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight

delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

- (l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.
- (m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.
- <u>Section 5.</u> <u>Source of Payment.</u> The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

<u>Section 6.</u> <u>Form of Bonds</u>. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED Number			REGISTERED \$
	UNITED STATES STATE OF TO COUNTY OF GENERAL OBLIGATION	ENNESSEE HAMBLEN	
Interest Rate:	Maturity Date:	Date of Bond:	CUSIP No.:
Registered Owner:			
Principal Amount:			

FOR VALUE RECEIVED, Hamblen County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the

Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of and premium, if any, on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) to the extent permitted by the rules of DTC, the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial

Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing June 1, 2031 and thereafter shall be subject to redemption prior to maturity at the option of the County on June 1, 2030 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
- (ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing ______ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent in the same manner as is described above for optional redemption. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Final Maturity Redemption Date Principal Amount of Bonds Redeemed

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be

redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the designated trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the County for the purpose of providing funds for (i) constructing, improving, repairing, renovating and equipping of courtroom, corrective and detention facilities, schools and other educational facilities, libraries, stormwater drainage facilities, parks and recreation facilities and other public buildings, including any equipment required therefor; (ii) constructing and improving roads, streets, bridges and highways; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (v) payment of costs incident to the issuance of the Bonds authorized herein, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of County Commissioners of the County on November 1, 2021 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk as of the date hereinabove set forth.

	HAMBLEN COUNTY, TENNESSEE	
	By:	
	County Mayor	
ATTESTED:		
County Clerk		

Transferable and payable at the following designated office of:	
Date of Registration:	
This Bond is one of the issue of Bonds	issued pursuant to the Resolution hereinabove described.
	Registration Agent
	By:Authorized Trust Officer
(FORM	OF ASSIGNMENT)
, whose address is Federal Identification or Social Security Num Hamblen County, Tennessee, and de-	rsigned sells, assigns and transfers unto (Please insert ber of Assignee), the within Bond of pes hereby irrevocably constitute and appoint of the said Bond on the records kept for registration thereof
Dated:	
	NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.
Signature guaranteed:	
NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent	

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

- (a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98.0% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the County Mayor, in consultation with the Municipal Advisor.
- (b) If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.
 - (c) The County Mayor is further authorized with respect to each series of Bonds to:
 - (1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;
 - (2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Bonds" and to specify the series designation of the Bonds, or any series thereof:
 - (3) change the first interest payment date on the Bonds, or any series thereof, to a date other than June 1, 2022, provided that such date is not later than twelve months from the dated date of such series of Bonds:
 - (4) establish and adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the debt service on the Bonds shall not result in balloon indebtedness that requires the approval of the Director of the Division of Local Government Finance.
 - (5) adjust or remove the County's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;
 - (6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and
 - (7) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The

County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the County Mayor shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

- (e) The County Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.
- (f) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for Municipal Advisory services in connection with the sale of the Bonds and to enter into an engagement letter with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the County in that regard are hereby ratified and approved.
- (g) No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the County and the passage of twenty (20) days from the date of publication thereof, and in no event shall the Bonds be issued if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such 20-day period.

<u>Section 9.</u> <u>Disposition of Bond Proceeds.</u> The proceeds of the sale of the Bonds shall be disbursed as follows:

- (a) all accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds; and
- (b) the remainder of the proceeds of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2021 Project Fund (the "Project Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Project Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Project Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the County for any funds previously expended for costs of the Projects. Money in the Project Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Project Fund.

Money in the Project Fund shall be invested at the direction of the County Mayor in such investments as shall be permitted by applicable law to the extent permitted by applicable law.

Section 10. Official Statement. The officers of the County, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the County, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the County, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The County Mayor and the County Clerk, or either of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

- <u>Section 11.</u> <u>Discharge and Satisfaction of Bonds.</u> If the County shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways:
- (a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;
- (b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice); or
 - (c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations

of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or obligations of any agency or instrumentality of the United States, which obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 12. Federal Tax Matters Related to the Bonds.

- (a) The County intends that the Bonds are expected to be issued as federally tax-exempt bonds under the Code. If so issued, the County hereby covenants that it will not use, or permit the use of any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.
- (b) The Governing Body hereby delegates to the Mayor the authority to designate, and determine whether to designate, the Bonds as "qualified tax exempt obligations," as defined in Section 265 of the Code, the extent the Bonds are not deemed designated as such and may be designated as such.
- (c) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds and to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.
- <u>Section 13.</u> <u>Continuing Disclosure.</u> The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the Closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its

obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

- <u>Section 14.</u> <u>Reasonably Expected Economic Life.</u> The "reasonably expected economic life" of the Project within the meaning of Sections 9-21-101, <u>et seq.</u>, Tennessee Code Annotated, is greater than the term of the Bonds authorized herein.
- <u>Section 15.</u> <u>Resolution a Contract</u>. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.
- <u>Section 16.</u> <u>Separability</u>. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.
- <u>Section 17.</u> <u>Repeal of Conflicting Resolutions and Effective Date</u>. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

This Resolution shall be in immediate effect from and after its adoption, the public welfare requiring it.

(Signature Page to Follow)

	County Mayor	
Attested:	County Mayor	
Allesieu.		
County Clerk		

Duly adopted and approved on this 1st day of November, 2021.

STATE OF TENNESSEE)
COUNTY OF HAMBLEN)

I, Penny Petty, certify that I am the duly qualified and acting County Clerk of Hamblen County, Tennessee, and as such official I further certify that attached hereto is a copy of a resolution duly adopted at a specially called meeting of the governing body of the County held on November 1, 2021; that this resolution will be included in the minutes of the governing body and will be open to public inspection; and that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete copy of the resolution adopted on such date relating to not to exceed \$10,000,000 General Obligation Bonds, Series 2021 of said County.

WITNESS my official signature of said County on this ____ day of November, 2021.

County Clerk		

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