

**AGENDA**  
**GREENE COUNTY LEGISLATIVE BODY**  
**Tuesday, February 16, 2016**  
**6:00 P.M.**

The Greene County Commission will meet at the Greene County Courthouse on Tuesday, February 16, 2016 beginning at 6:00 p.m. in the Criminal Courtroom (Top Floor) in the Courthouse.

**Call to Order**

- \*Invocation - Rev. Shannon Marie Berry, Asbury United Methodist Church
- \*Pledge to Flag - John Morris, U.S. Marine Corp veteran
- \*Roll Call

**Public Hearing**

- Public comments regarding Resolution J

**Approval of Prior Minutes**

**Reports**

Reports from Solid Waste Dept.  
Committee Minutes

**Old Business**

- Update from Dave Wright concerning the Greene County Courthouse repairs
- Charter Commission Presentation
- Airport Authority update

**Election of Notaries**

**Resolutions**

- A. A resolution authorizing the issuance of rural school refunding bonds of Greene County, Tennessee in a not to exceed aggregate principal amount of fourteen million dollars (\$14,000,000), 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; providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.
- B. A resolution authorizing the Mayor to sign documents to effectuate the application for grant funding on behalf of Greene County for housing rehabilitation grant through the Tennessee Housing Development Agency.
- C. A resolution requesting that the general assembly enact house bill 2142 (Senate Bill 2115) an act that makes appropriations for county transportation projects.
- D. A resolution to amend the 2016 fiscal year highway fund's to budget amounts totaling \$163,935 received from various projects including sales of materials and supplies, sale of recycled materials, paving and maintenance, sale of equipment at auction and contracted services.
- E. A resolution to amend the 2016 fiscal year general fund's balance to budget \$26,248 money received from the sale of seized and confiscated vehicles and property to the Sheriff's Department.
- F. A resolution to amend the 2016 fiscal year general fund's balance to budget a \$2,500 contribution to the Sheriff's Department.
- G. A resolution to budget for \$2,704 from the general fund unassigned fund balance to budget for the health insurance cost of animal control new employee for the fiscal year ending June 30, 2016.
- H. A resolution to budget for \$2,800 from the general fund unassigned fund balance to budget for travel and tuition for the clerk and masters office for the fiscal year ending June 30, 2016.
- I. A resolution to amend the rules of procedure for the Board of County Commissioners that was previously adopted on September 19, 2011.
- J. A resolution to rezone certain territory owned by 411 Industries LLC, Kyle Reaves from A-1, General Agriculture District to M-1, Industrial District within the unincorporated territory of Greene County, Tennessee

**Other Business**

- 2016 Community Health Needs Assessment Survey [www.surveymonkey.com/r/VN25LXC](http://www.surveymonkey.com/r/VN25LXC)
- Appointment of Greene County Commissioner Robin Quillen as a representative to the Greene County Partnership

**Adjournment**

- Closing Prayer - Mayor David Crum

## REGULAR COUNTY COMMITTEE MEETINGS

### FEBRUARY 2016 WEDNESDAY, FEB 3

1:00 P.M.

BUDGET & FINANCE

ANNEX

TUESDAY, FEB 9  
TUESDAY, FEB 9  
TUESDAY, FEB 9  
TUESDAY, FEB 9

8:00 A.M.  
8:30 A.M.  
1:00 P.M.  
6:00 P.M.

RANGE OVERSITE COMMITTEE  
BEVERAGE BOARD  
PLANNING  
LAW ENFORCEMENT COMMITTEE

MAYOR'S OFFICE  
ANNEX  
ANNEX, DOWNSTAIRS  
ANNEX

### MONDAY, FEB 15

**HOLIDAY**

**ALL OFFICES CLOSED**

### TUESDAY, FEB 16

6:00 P.M.

COUNTY COMMISSION MEETING

COURTHOUSE

### MONDAY, FEB 22

6:00 P.M.

HIGHWAY (IF BUSINESS)

HIGHWAY DEPARTMENT

WEDNESDAY, FEB 24  
WEDNESDAY, FEB 24

8:30 A.M.  
1:00 P.M.

ZONING APPEALS (IF NEEDED)  
INSURANCE

ANNEX  
ANNEX

### MONDAY, FEB 29

3:30 P.M.

EDUCATION COMMITTEE

CENTRAL SCHOOL OFFICE

### MARCH 2016

### TUESDAY, MARCH 1

**HOLIDAY (COUNTY PRIMARY)**

**ALL OFFICES CLOSED**

### WEDNESDAY, MARCH 2

1:00 P.M.

BUDGET & FINANCE

ANNEX

TUESDAY, MARCH 8  
TUESDAY, MARCH 8  
TUESDAY, MARCH 8  
TUESDAY, MARCH 8

8:00 A.M.  
8:30 A.M.  
1:00 P.M.  
4:00 P.M.

RANGE OVERSITE COMMITTEE  
BEVERAGE BOARD  
PLANNING  
DEBRIS

ANNEX  
ANNEX  
ANNEX  
ANNEX

### TUESDAY, MARCH 15

8:30 A.M.

WELLNESS

ANNEX

### MONDAY, MARCH 21

6:00 P.M.

COUNTY COMMISSION MEETING

COURTHOUSE

### TUESDAY, MARCH 22

8:30 A.M.

INSURANCE

ANNEX

### WEDNESDAY, MARCH 23

8:30 A.M.

ZONING APPEALS (IF NEEDED)

ANNEX

### FRIDAY, MARCH 25

**HOLIDAY (GOOD FRIDAY)**

**ALL OFFICES CLOSED**

### MONDAY, MARCH 28

6:00 P.M.

HIGHWAY (IF BUSINESS)

HIGHWAY DEPARTMENT

**\*\*THIS CALENDAR IS SUBJECT TO CHANGE\*\***

# CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

AS A CLERK OF THE COUNTY OF GREENE, TENNESSEE I HEREBY CERTIFY TO THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF NOTARY PUBLIC DURING THE FEBRUARY 16, 2016 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. CHRISTI BOLTON	525 MEADOW VIEW ROAD MOSHEIM TN 37818	423-422-9484	131 S. MAIN STREET, SUITE 102 GREENEVILLE TN 37743	423-638-2121	
2. STEPHEN PRESTON BOWEN	1405 DOVER RD MORRISTOWN TN 37813	278-768-6930	3095 E ANDREW JOHNSON HWY GREENEVILLE TN 37745	423-636-1555	
3. ALYSSA BLAIR CARRINO	170 SUMMERHILL LN. GREENEVILLE TN 37745	423-620-8405	740 W. CHURCH ST. GREENEVILLE TN 37745	423-787-9322	THOMAS CARRINO MICHAEL C COLLINS
4. JESSICA BROOKE DENTON	145 BARNES STREET FALL BRANCH TN 37656	423-384-3162	2021 MEADOWVIEW LANE KINGSFORD TN 37660	423-578-7676	\$10,000
5. RONALD PAUL ELLIS	2042 SCENIC POINTE PLACE CHURCH HILL TN 37642	810-874-6302	3385 E. ANDREW JOHNSON HWY. GREENEVILLE TN 37745	423-639-4441	
6. LINDA J EVANS	280 EVANS LANE CHUCKEY TN 37641	423-329-4381	128 SERRAL DR GREENEVILLE TN 37745	--	
7. VALERIE JO FLEEGLE	1790 GILBREATH RD MOSHEIM TN 37818	423-552-0548	124 AUSTIN ST. STE#2 GREENEVILLE TN 37745	423-787-1458	DEBBIE STEWART DEANNA COAKLEY
8. TONI L. FOREMAN	2749 BLUE SPRINGS PARKWAY GREENEVILLE TN 37743	423-470-0203	518 TUSCULUM BOULEVARD GREENEVILLE TN 37745	423-639-0683	
9. LINDA B. HAWK	270 BARKLEY RD AFTON TN 37616	423-234-0679	100 NEVADA AVE GREENEVILLE TN 37745	423-638-8151	GREENEVILLE INSURANCE AGENCY
10. LINDA GAIL KIRK	5760 WARRENSBURG ROAD GREENEVILLE TN 37743	423-638-3731	422 EAST BERNARD AVENUE GREENEVILLE TN 37745	423-639-9151	
11. BARBARA JANE LOVE	105 PATRIOT CROSSING GREENEVILLE TN 37745	423-470-0310	101 AMERICAN ROAD AFTON TN 37616	423-636-2078	
12. JULIE RUCK MCKEE	145 PINE STRAW RIDGE GREENEVILLE TN 37745	423 620 8727	511 TUSCULUM BLVD GREENEVILLE TN 37745	423 787 7828	
13. ASHLEY RENEE REED	970 OLD ASHEVILLE HIGHWAY GREENEVILLE TN 37743	423-972-9223	2055 EAST ANDREW JOHNSON HWY S GREENEVILLE TN 37745	423-638-3600	
14. MONT COLUMBUS ROLLINS JR	980 SUNNYSIDE RD GREENEVILLE TN 37743	423-639-2419	980 SUNNYSIDE RD GREENEVILLE TN 37743	423-639-2419	
15. AUDREY SUSAN ROLLINS	5235 HORTON HWY GREENEVILLE TN 37745	423-972-1540	199 POTTERTOWN RD MIDWAY TN 37809	423-422-4454	
16. VALERIA ROSE SAULS	1138 SHILOH RD GREENEVILLE TN 37745	423-639-6833	124 AUSTIN ST STE 2 GREENEVILLE TN 37745	423-787-1458	DEBBIE STEWART VALERIE FLEEGLE
17. LISA R SMITH	371 SUNRISE DR GREENEVILLE TN 37743	423-329-1468	790 WEST ANDREW JOHNSON HWY GREENEVILLE TN 37745	423-638-5847	YES
18. DEBBIE DENISE STEWART	101 HOPEVILLE AVE GREENEVILLE TN 37745	423-620-5532	124 AUSTIN ST GREENEVILLE TN 37745	423-787-1458	VALERIE FLEEGLE JENNIFER RADER
19. LISA LYNETTE VANOVER	205 DOAK DRIVE GREENEVILLE TN 37745	423-329-8948	130 SERRAL DRIVE GREENEVILLE TN 37745	423-787-2550	

SIGNATURE

*Debi Bryant*

CLERK OF THE COUNTY OF GREENE, TENNESSEE

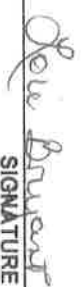
DATE

8-4-16

**CERTIFICATE OF ELECTION OF NOTARIES PUBLIC**

AS A CLERK OF THE COUNTY OF GREENE, TENNESSEE I HEREBY CERTIFY TO  
THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF  
NOTARY PUBLIC DURING THE FEBRUARY 16, 2016 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
20. ETHEL I WADELL	409 EAST BERNARD AVENUE GREENEVILLE TN 37745	423 639 3276	409 EAST BERNARD AVENUE GREENEVILLE TN 37745	423 639 3276	
21. LISA JACQUELINE WARD	4160 WARRENSBURG ROAD GREENEVILLE TN 37743	423-823-4961	206 SOUTH IRISH STREET GREENEVILLE TN 37743	423-639-0255	
22. ANGELA MICHELLE WILLIS	545 CEDAR CREEK ROAD GREENEVILLE TN 37743	423-787-0921	114 WEST CHURCH STREET GREENEVILLE TN 37745	423-639-5171	MCINTURFF, MILLIGAN & BROOKS

  
SIGNATURE

CLERK OF THE COUNTY OF GREENE, TENNESSEE

2-4-16

DATE

A RESOLUTION AUTHORIZING THE ISSUANCE OF RURAL SCHOOL REFUNDING BONDS OF GREENE COUNTY, TENNESSEE IN A NOT TO EXCEED AGGREGATE PRINCIPAL AMOUNT OF FOURTEEN MILLION DOLLARS (\$14,000,000), 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; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, Greene County, Tennessee (the "County") has previously issued and there is currently outstanding its Rural School Refunding Bonds, Series 2005A, dated June 30, 2005, maturing June 1, 2018 (the "Series 2005A Bonds") and its Rural School Refunding Bonds, Series 2005B, dated June 30, 2005, maturing June 1, 2018, June 1, 2019 through June 1, 2024, inclusive, and on June 1, 2026 (the "Series 2005B Bonds" and collectively with the Series 2005A Bonds, the "Outstanding Bonds") issued pursuant to Sections 9-21-101 et seq. and 49-3-1001 et seq., Tennessee Code Annotated; and

WHEREAS, counties in Tennessee are authorized by Sections 9-21-101 et seq., 9-21-901 et seq., and 49-3-1001 et seq., Tennessee Code Annotated, as amended, to issue, by resolution, bonds to refund, redeem or make principal and interest payments on their previously issued bonds, notes or other obligations; and

WHEREAS, the Board of County Commissioners of the County has determined that all or a portion of the Outstanding Bonds can be refunded which will result in a cost savings to the public; and

WHEREAS, the plan of said refunding has been submitted to the Director of State and Local Finance as required by Section 9-21-903, Tennessee Code Annotated, and said report on the plan of refunding has been issued and is attached hereto as Exhibit A; and

WHEREAS, it is the intention of the Board of Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$14,000,000 in aggregate principal amount of said rural school refunding bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, providing for the levy of a tax within that portion of the County lying outside the territorial limits of the Town of Greeneville, Tennessee for the payment of principal thereof, premium, if any, and interest thereon, and providing for the issuance of said bonds in one or more series.

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

Section 1.     Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101, et seq., 9-21-901 et seq., and 49-3-1001 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2.     Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a)     "BEP Funds" means the portion of the funds received by the County from the State of Tennessee under the Basic Education Program pursuant to Section 49-3-301 et seq., Tennessee Code Annotated, which are permitted by law to be used for the payment of principal of and interest on bonds;

A

(b) "Bonds" means the not to exceed \$14,000,000 Rural School Refunding 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;

(c) "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;

(d) "County" means Greene County, Tennessee;

(e) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body;

(f) "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;

(g) "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;

(n) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(i) "Escrow Agent" means the escrow agent appointed by the County Mayor, or its successor;

(j) "Financial Advisor" for the Bonds authorized herein means Raymond James & Associates Inc.;

(k) "Governing Body" means the Board of County Commissioners of the County;

(l) "Outstanding Bonds" shall have the meaning set forth in the preamble;

(m) "Refunded Bonds" means the maturities or portions of maturities of the Outstanding Bonds designated by the County Mayor pursuant to Section 8 hereof;

(n) "Refunding Escrow Agreement" shall mean the Refunding Escrow Agreement, dated as of the date of the Bonds, to be entered into by and between the County and the Escrow Agent, in the form of the document attached hereto and incorporated herein by this reference as Exhibit C, subject to such changes therein as shall be permitted by Section 11 hereof;

(o) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to Section 4 hereof, or any successor designated by the Governing Body;

(p) "Sales Tax Revenues" means the sum of (i) up to \$250,000 plus (ii) the incremental amount received by the County from the sales tax levied pursuant to Section 67-6-712(a)(1) and (a)(2) of

one-quarter percent (0.25%) approved by referendum on March 14, 2000, and as approved by resolution of the Board of Education on August 23, 2001;

- (q) "Series 2005A Bonds" shall have the meaning set forth in the preamble;
- (r) "Series 2005B Bonds" shall have the meaning set forth in the preamble; and
- (s) "State Director" shall mean the Director of State and Local Finance for the State of Tennessee.

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

(a) The Governing Body makes the following findings with respect to the issuance and sale of the Bonds and the County's Debt Management Policy: (i) the issuance of the Bonds to refund the Outstanding Bonds is advisable because it will result in the reduction in debt service payable by the County over the term of the Outstanding Bonds; (ii) the refunding of the Outstanding Bonds will result in net present value debt service savings; (iii) the Bonds will not be subject to optional redemption if recommended by the Financial Advisor to the County Mayor and the Director of Accounts and Budgets; and (iv) the term of the refunding bonds is within the original term of the Outstanding Bonds.

(b) The refunding report of the State Director has been presented to the members of the Governing Body in connection with their consideration of this resolution and is attached hereto as Exhibit A. The estimated proposed amortization of the Bonds is attached hereto as Exhibit B and the estimated costs of issuance of the Bonds are set forth in Exhibit A to the Financial Advisor's Agreement attached hereto as Exhibit D. The foregoing estimates are subject to change pursuant to Section 8 hereof.

(c) It is advantageous to the County to deposit proceeds from the sale of the Bonds and other funds of the County, if any, with the Escrow Agent pursuant to the Refunding Escrow Agreement which, together with investment income thereon, will be sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) refund the Refunded Bonds; and (ii) pay 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 \$14,000,000. 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 under Section 8, shall be known as "Rural School Refunding 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 Section 8 hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted under Section 8) semi-annually on June 1 and December 1 in each year, commencing June 1, 2016. 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 Section 8 hereof, the Bonds, shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year in the years 2017 through 2026, inclusive. Attached hereto as Exhibit B is a preliminary debt service estimate of the amortization of the Bonds; provided, however, such amortization may be adjusted in accordance with Section 8 hereof.

(b) Subject to the adjustments permitted pursuant to Section 8 hereof, the Bonds, or any series thereof shall mature without option of redemption prior to maturity. If adjustments are made as permitted pursuant to Section 8 hereof and 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 Section 8 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 Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 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 in the manner described in subsection (b) above.

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 canceled 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 call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than thirty (30) 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 County 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 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 appoints the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed 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 canceled 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.

(f) 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.

(h) 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 reverse side thereof 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 the publication of notice calling such Bond for redemption has been made, 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 manual or facsimile signature of the County Mayor and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk or his designee.

(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. 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) 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 DTC 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 about 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 indemnity 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.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County lying outside the territorial limits of the Town of Greeneville, Tennessee. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged. The portion of the Bonds allocable to the refunding of the Series 2005B Bonds are additionally payable from, but not secured by, the Sales Tax Revenues and the BEP Funds.

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

(Form of Face of Bond)

REGISTERED  
Number \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF GREENE  
RURAL SCHOOL REFUNDING BOND, SERIES \_\_\_\_\_

Interest Rate:                      Maturity Date:                      Date of Bond:                      CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Greene 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 of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [June 1, 2016], and semi-annually thereafter on the first day of [June] and [December] in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the designated corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as registration agent and paying agent (the "Registration Agent"). The Registration 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. 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) 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 any DTC 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 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.

[The Bonds, or any series thereof shall mature without option of redemption prior to maturity.]

[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 by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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\*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 canceled 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 call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than thirty (30) 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 affect 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 if 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 County 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 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 principal corporate 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 to (i) refund the County's outstanding Rural School Refunding Bonds, Series 2005A, dated June 30, 2005, maturing June 1, 2018 and its Rural School Refunding Bonds, Series 2005B, dated June 30, 2005, maturing June 1, 2018, and June 1, 2019 through June 1, 2024, inclusive, and on June 1, 2026, and (ii) pay costs incident to the issuance and sale of the Bonds of which this Bond is one, pursuant to Sections 9-21-101 et seq. and 49-3-1001 et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on the 16<sup>th</sup> day of February, 2016 (the "Resolution").

This Bond shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County lying outside the territorial limits of the Town of Greeneville, Tennessee. For the prompt payment of principal of, premium, if any, and interest on the Bond, the full faith and credit of the County are irrevocably pledged. This Bond, to the extent allocable to the refunding of the Series 2005B Bonds, is additionally payable from, but not secured by the Sales Tax Revenues and the BEP Funds, as such terms are defined in the Resolution. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) 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 (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the 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 and in 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 with his manual or facsimile signature and attested by its County Clerk with her manual or [facsimile] signature under an [impression or] [facsimile] of the corporate seal of the County, all as of the date hereinabove set forth.

GREENE COUNTY

BY: \_\_\_\_\_  
County Mayor

(SEAL)

ATTESTED:

\_\_\_\_\_  
County Clerk

Transferable and payable at the  
designated corporate trust 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 Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto \_\_\_\_\_, whose address is \_\_\_\_\_ (Please insert Federal Identification or Social Security Number of Assignee \_\_\_\_\_), the within Bond of Greene County, Tennessee, and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

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 lying outside the territorial limits of the Town of Greeneville, Tennessee, 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 be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of the Sales Tax Revenues, the BEP Funds and 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 public sale, as required by law, in one or more series, at a price of not less than ninety-nine percent (99%) 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 County's Financial Advisor.

(b) 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 Financial Advisor.

(c) 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.

(d) The County Mayor is further authorized with respect to each series of Bonds to:

(1) adjust the dated date of the Bonds or any series thereof, to a date other than the date of issuance of the Bonds;

(2) adjust the designation of the Bonds, or any series thereof, to a designation other than "Rural School Refunding Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) adjust the first interest payment date on the Bonds or any series thereof to a date other than June 1, 2016, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds (including, but not limited to, establishing the date and year of the first principal payment date), or any series thereof, provided that the total principal amount of all series of the Bonds

shall not exceed the total amount of Bonds authorized hereunder necessary to refund the Refunded Bonds and that the final maturity date of each series of Bonds shall not exceed the end of the fiscal year of the final maturity of the Refunded Bonds refunded by such series;

(5) provide that the Bonds are subject to optional redemption, 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) refinance less than all the Outstanding Bonds to maximize the objectives of refinancing the Outstanding Bonds;

(7) 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

(8) to 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.

(e) 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 he 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 "Rural School Refunding 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.

(f) 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 permitted by applicable Tennessee law at the time of the issuance of the Bonds or any series thereof. 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. If permitted in the notice of sale for the Bonds, or any series thereof: (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(g) 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 County Mayor is hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds in substantially the form

attached hereto as Exhibit D and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds in substantially the form attached hereto as Exhibit E.

(h) 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.

Section 9. Disposition of Bond Proceeds. 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;

(b) an amount, which together with legally available funds of the County, if any, and investment earnings thereon, will be sufficient to pay principal of and interest on the Refunded Bonds until and through the redemption date therefor shall be transferred to the Escrow Agent under the Refunding Escrow Agreement to be deposited to the Escrow Fund established thereunder to be held and applied as provided therein, or if the Bonds are issued within the period for distributing notice of redemption for the Refunded Bonds, then proceeds of the Bonds necessary to redeem the Refunded Bonds may be deposited with the paying agent for the Refunded Bonds; and

(c) the remainder of the proceeds of the sale of the Bonds shall be used 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, Escrow 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 Financial Advisor to be used to pay costs of issuance of the Bonds.

Section 10. Official Statement. The County Mayor, the Director of Accounts and Budgets and the County Clerk, or any of them, working with Financial Advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the County Mayor, the Director of Accounts and Budgets and the County Clerk, 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 County Mayor, the Director of Accounts and Budgets and the County Clerk, 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, the Director of Accounts and Budgets and the County Clerk, or any 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.

Section 11. Refunding Escrow Agreement. For the purpose of providing for the payment of the principal of and interest on the Refunded Bonds, the County Mayor is hereby authorized and directed to execute and the County Clerk to attest on behalf of the County the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148 (a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit C is hereby in all respects approved and the County Mayor and the County Clerk are hereby authorized and directed to execute and deliver same on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the County Mayor and County Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and interest on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 12. Notice of Refunding and Notice of Redemption. Prior to the issuance of the Bonds, or any series thereof, if required, notice of the County's intention to refund the Refunded Bonds or notice of redemption of the Refunded Bonds, shall be given by the registration agent for the Refunded Bonds to be mailed by first-class mail, postage prepaid, to the registered holders thereof, as of the date of the notice, as shown on the bond registration records maintained by such registration agent of said Refunded Bonds. Such notices shall be in the form consistent with applicable law. The County Mayor and the County Clerk, or either of them, is hereby authorized and directed to authorize the registration agent of said Refunded Bonds to give such notice on behalf of the County in accordance with this Section.

Section 13. Discharge and Satisfaction of Bonds. 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, to wit:

(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 Federal 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);

(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 Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal 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 Federal 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 Federal 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, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Federal Tax Matters Related to the Bonds. The County recognizes that the purchasers and holders of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. Accordingly, the County agrees that it shall take no action that may render the interest on any of said Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income for purposes of federal income taxation. The County Mayor and the Director of Finance are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the County. Following the issuance of the Bonds if issued as tax-exempt, the Finance Director is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 14. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and 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 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.

Section 15. Resolution a Contract. 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.

Section 16. Separability. 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.

Section 17. Repeal of Conflicting Resolutions and Effective Date. 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.

DULY adopted and approved this the 16<sup>th</sup> day of February, 2016

Budget and Finance  
Sponsor

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Mayor

  
County Attorney

EXHIBIT A

REPORT ON PLAN OF REFUNDING



EXHIBIT B

ESTIMATED DEBT SERVICE

Date	Principal	Coupon	Interest	Total P+I
06/01/2016	-	-	112,900.83	112,900.83
06/01/2017	1,145,000.00	5.000%	666,300.00	1,811,300.00
06/01/2018	1,190,000.00	5.000%	609,050.00	1,799,050.00
06/01/2019	1,255,000.00	5.000%	549,550.00	1,804,550.00
06/01/2020	1,315,000.00	5.000%	486,800.00	1,801,800.00
06/01/2021	1,360,000.00	5.000%	421,050.00	1,781,050.00
06/01/2022	1,420,000.00	5.000%	353,050.00	1,773,050.00
06/01/2023	1,480,000.00	5.000%	282,050.00	1,762,050.00
06/01/2024	1,540,000.00	5.000%	208,050.00	1,748,050.00
06/01/2025	1,610,000.00	5.000%	131,050.00	1,741,050.00
06/01/2026	1,685,000.00	3.000%	50,550.00	1,735,550.00
Total	\$14,000,000.00	-	\$3,870,400.83	\$17,870,400.83

EXHIBIT C

FORM OF REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between Greene County, Tennessee (the "County"), and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Agent").

W I T N E S S E T H:

WHEREAS, the County has previously issued its Rural School Refunding Bonds, Series 2005A, dated June 30, 2005, maturing June 1, 2018 (the "Series 2005A Bonds") and its Rural School Refunding Bonds, Series 2005B, dated June 30, 2005, maturing June 1, 2018, and June 1, 2019 through June 1, 2024, inclusive, and on June 1, 2026 (the "Series 2005B Bonds" and collectively with the Series 2005A Bonds, the "Outstanding Bonds"); and

WHEREAS, the County has determined to provide for the refinancing of the Outstanding Bonds by depositing in escrow with the Agent funds as herein provided; and

WHEREAS, in order to obtain a portion of the funds to be applied as herein provided, the County has authorized and issued its Rural School Refunding Bonds, Series [2016] (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds will be deposited, along with other available monies of the County, in escrow with the Agent hereunder and applied as herein provided; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of a portion of said Refunding Bond proceeds and other available monies of the County and the application thereof, and to provide for the payment of the debt service on the Outstanding Bonds, the parties hereto do hereby enter into this Agreement.

NOW, THEREFORE, the County, in consideration of the foregoing and the mutual covenants herein set forth, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the County in and to \$\_\_\_\_\_ (consisting of \$\_\_\_\_\_ derived from the proceeds of the sale of the Refunding Bonds and \$\_\_\_\_\_ other available monies of the County).

DIVISION II

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the County or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

DIVISION III

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing

of any kind, be subject to the pledge hereof, by the County or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

## ARTICLE I

### DEFINITIONS AND CONSTRUCTION

SECTION 1.01. Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

“Agent” means \_\_\_\_\_, its successors and assigns.

“Agreement” means this Refunding Escrow Agreement, dated as of the date of the Refunding Bonds, between the County and the Agent.

“County” means the Greene County, Tennessee.

“Escrow Fund” shall have the meaning ascribed to it in Section 2.01 hereof.

“Escrow Property”, “escrow property” or “escrowed property” means the property, rights and interest of the County that are described in Divisions I through III of this Agreement and hereinabove conveyed in escrow to the Agent.

“Outstanding Bonds” has the meanings in the recitals hereto.

“Refunding Bonds” has the meanings in the recitals hereto.

“Written Request” shall mean a request in writing signed by the County Mayor of the County or by any other officer or official of the County duly authorized by the County to act in his place.

SECTION 1.02. Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

## ARTICLE II

### ESTABLISHMENT AND ADMINISTRATION OF FUNDS

SECTION 2.01. Creation of Escrow; Deposit of Funds. The County hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$\_\_\_\_\_ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the “Escrow Fund” and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

SECTION 2.02. Investment of Funds. The monies described in Section 2.01 hereof shall be held or invested as follows:

(i) the amount of \$\_\_\_\_\_ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and

(ii) the amount of \$\_\_\_\_\_ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.04 and 2.06 hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

SECTION 2.03. Disposition of Escrow Funds. The Agent shall without further authorization or direction from the County collect the principal on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the proper paying agent or agents, or their successors, for the Outstanding Bonds of monies sufficient for the payment of the principal of and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The County represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the County agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the County and this Agreement shall terminate.

SECTION 2.04. Excess Funds. Except as provided in Section 2.06 hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the County.

SECTION 2.05. Reports. The Escrow Agent shall deliver to the County Clerk of the County a monthly report summarizing all transactions relating to the Escrow Fund; and on or before the first day of August of each year shall deliver to the County Clerk a report current as of May 30 of that year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the County and which also shall set forth all assets in the Escrow Fund as of May 30 and set forth opening and closing balances thereof for that fiscal year.

SECTION 2.06. Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Obligations, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the County shall furnish the Agent, as a condition

precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.06 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the County to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

SECTION 2.07. Irrevocable Escrow Created. The deposit of monies in the Escrow Fund shall constitute an irrevocable deposit of said monies for the benefit of the holder of the Outstanding Bonds except as provided herein with respect to amendments permitted under Section 4.01 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the County and the Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.08. Redemption of the Outstanding Bonds. Unless notice of redemption has been given to the holders of the Outstanding Bonds prior to delivery of the Refunding Bonds, the Outstanding Bonds shall be redeemed as stated on Exhibit C attached hereto. The Agent is authorized to give notice to the paying agent for the Outstanding Bonds not less than 45 days prior to the stated respective redemption dates of the Outstanding Bonds directing the paying agent bank to give notice to the holders of the Outstanding Bonds as and when required by the resolution authorizing the Outstanding Bonds.

### ARTICLE III

#### CONCERNING THE AGENT

SECTION 3.01. Appointment of Agent. The County hereby appoints the Agent as escrow agent under this Agreement.

SECTION 3.02. Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

SECTION 3.03. Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the County or any paying agent of its obligations, or to protect any of the County's rights under any bond proceedings or any of the County's other contracts with or franchises or privileges from any state, county, municipal or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the County. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long

as the Agent applies any monies, the Government Securities to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the County in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

SECTION 3.04. Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Series [2013A] Bonds as fully and with the same rights as if it were not the Agent.

SECTION 3.05. Exculpation of Funds of Agent. Except as set forth in Section 3.03, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

SECTION 3.06. Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, located in the State of Tennessee, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

SECTION 3.07. Payment to Agent. The County agrees to pay the Agent, as reasonable and proper compensation under this Agreement the sum of \$\_\_\_\_\_. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the County agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the payment of debt service of the Outstanding Bonds; provided, however, that, to the extent permitted by applicable law, the County agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the County and shall not give rise to any claim against the Escrow Fund.

SECTION 3.08. Resignation of Agent. The Agent may at any time resign by giving direct written notice to the County and by giving the holder of the Outstanding Bonds by first-class mail of such resignation. Upon receiving such notice of resignation, the County shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed

and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Greene County, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.06. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

SECTION 3.09. Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.06 hereof and shall fail to resign after written request therefor by the County or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the County may remove the Agent and appoint a successor by resolution of its governing body or any such holder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the County for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.08. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.10 hereof.

SECTION 3.10. Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the County and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the County or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.07 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.07 hereof.

## ARTICLE IV

### MISCELLANEOUS

SECTION 4.01. Amendments to this Agreement. This Agreement is made for the benefit of the County, the holders from time to time for the Outstanding Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the County; provided, however, that the County and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Agent for the benefit of the holder[s] of the Outstanding Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holder of the Outstanding Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Obligations held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of, premium, if any, and interest on the Outstanding Bonds. The County hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds or Outstanding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Obligations held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of, premium, if any, and interest on the Outstanding Bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, or Outstanding Bonds cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Obligations held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully



guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the County.

SECTION 4.02. Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 4.03. Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

SECTION 4.04. Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the County:

Greene County, Tennessee  
204 North Cutler Street, Suite 206  
Greeneville, Tennessee 37743  
Attn: County Mayor  
Director of Accounts and Budgets

To the Agent:

The County and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

SECTION 4.05. Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.06. Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

SECTION 4.07. Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

*Signatures on Following Page*

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its County Mayor and attested by its County Clerk and the official seal of the County to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized officer, all as of the day and date first above written.

GREENE COUNTY, TENNESSEE

By: \_\_\_\_\_  
County Mayor

(SEAL)

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
as Escrow Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

Greene County, Tennessee

Debt Service of Rural School Refunding Bonds, Series 2005A, dated June 30, 2005, maturing June 1, 2018 to the Redemption Date

Paying Agent:           Regions Bank

Debt Service of Rural School Refunding Bonds, Series 2005B, dated June 30, 2005, maturing June 1, 2018, and June 1, 2019 through June 1, 2024, inclusive, and on June 1, 2026 to the Redemption Date

Paying Agent:           Regions Bank

EXHIBIT B

Government Securities

Amount

Interest Rate

Maturity Date

Issue Date

Total Cost of Securities: \$ \_\_\_\_\_

Initial Cash Deposit: \$ \_\_\_\_\_

EXHIBIT C-1

NOTICE OF REDEMPTION  
GREENE COUNTY, TENNESSEE

NOTICE IS HEREBY GIVEN that Greene County, Tennessee (the "County"), has elected to and does exercise its option to call and redeem on [June 1, 2016] all the County's outstanding bonds (the "Outstanding Bonds") as follows:

**Rural School Refunding Bonds, Series 2005A, dated June 30, 2005, maturing  
[June 1, 2018]**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Cusip No.</u>
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The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of Regions Bank, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date:

The redemption price will become due and payable on June 1, 2016, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond June 1, 2016.

Important Notice: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

Regions Bank  
Registration and Paying Agent

EXHIBIT C-2

NOTICE OF REDEMPTION  
GREENE COUNTY, TENNESSEE

NOTICE IS HEREBY GIVEN that Greene County, Tennessee (the "County"), has elected to and does exercise its option to call and redeem on [June 1, 2016] all the County's outstanding bonds (the "Outstanding Bonds") as follows:

**Rural School Refunding Bonds, Series 2005B, dated June 30, 2005, maturing  
[June 1, 2018, and June 1, 2019 through June 1, 2024, inclusive and on June 1, 2026]**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Cusip No.</u>
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The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of Regions Bank, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date:

The redemption price will become due and payable on June 1, 2016, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond June 1, 2016.

Important Notice: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

Regions Bank  
Registration and Paying Agent

EXHIBIT D

FORM OF FINANCIAL ADVISOR AGREEMENT

FINANCIAL ADVISORY AGREEMENT

BY AND BETWEEN

GREENE COUNTY, TENNESSEE  
AND  
RAYMOND JAMES & ASSOCIATES, INC.

THIS AGREEMENT is by and between Greene County, Tennessee (the "Issuer") and Raymond James & Associates, Inc. (the "Financial Advisor" or the "Municipal Advisor")

WHEREAS, the Issuer wishes to engage the Financial Advisor to monitor and evaluate its outstanding bonds, notes, other debt instruments and capital financing programs with respect to performance, suitability and cost effectiveness and the Financial Advisor, through its Public Finance/Debt Investment Banking Department, is engaged in the business of providing, and is authorized under applicable Federal and State statutes to provide, financial advisory services necessary or desirable to advise the Issuer with respect to these matters, and

NOW THEREFORE, it is agreed by all parties signing this Financial Advisory Agreement (the "Agreement") that:

I. SCOPE OF SERVICES

1. The Financial Advisor will consult solely with and advise the Issuer with respect to its sale and issuance of bonds, notes or other debt instruments (singularly or collectively referred to herein as, "Debt Obligations") as from time-to-time requested by the Issuer. This advice and assistance will generally include, but not necessarily be limited to, the following:
  - a. At the request of officials of the Issuer, attend and participate in meetings and conference calls with officials and other finance professionals relating to Debt Obligations;
  - b. Evaluate opportunities to refund any outstanding debt of the Issuer;
  - c. Evaluate the Issuer's credit profile and debt capacity;
  - d. As requested, prepare pro-forma analysis for new project funding;
  - e. If required for new project funding or refunding transactions, draft a "Request for Approval of Balloon Indebtedness" for finalization and submission by the Issuer to the Tennessee Comptroller of the Treasury - Director of State and Local Finance (the "Director");
  - f. For any Debt Obligations proposed to be issued as "refunding bonds", in whole or in part, prepare the initial draft of all required documents and schedules in order



for the Issuer to seek a "Refunding Report" from the Director necessary to sell and issue the Debt Obligations;

- g. For refunding issues, structure the refunding escrow, which together with other Issuer funds, if any, and interest thereon is sufficient to defease and extinguish all of the refunded debt.
- h. For refunding issues, advise the Issuer on the choices of instruments including the use of U.S. Treasury Obligations - State and Local Government Series ("SLGS") or open market securities as the investment vehicle of choice for the escrow.
  - i. Coordinate the acquisition and delivery of either SLGS or open market securities with the registration and/or escrow agent and bidding agent, if any;
  - ii. If SLGS are unavailable for any reason or if open market securities are more efficient and desirable by the Issuer to fund an escrow, it is expressly understood that the bidding process and acquisition of any such open market securities is not part of this Agreement;
  - iii. If required, the Financial Advisor will assist in the selection and engagement by the Issuer of a nationally recognized bidding agent to conduct the acquisition of open market securities consistent with applicable rules and regulations; and/or
  - iv. For advance refunding transactions, all escrows must be independently verified as to their sufficiency to extinguish refunded debt by an independent, nationally recognized verification agent employed for such purposes. It is understood that the Issuer will use Grant Thornton LLP, Minneapolis, Minnesota for such services;
- i. The Financial Advisor will work closely with bond counsel employed by the Issuer and coordinate all necessary activities related to each transaction executed under this agreement. It is understood that the Issuer will engage Bass Berry & Sims PLC, Nashville, Tennessee to serve in this role;
- j. If requested and required, the Financial Advisor will assist in selecting and engaging a major commercial bank doing business in Tennessee to serve as the registration and/or escrow and/or paying agent;
- k. If required or advisable, assemble necessary information concerning the Debt Obligations and other information relating to the Issuer for submission to Moody's Investor's Service, Inc. ("Moody's") or Standard and Poor's Corporation ("S&P") seeking a credit review and rating, as needed, for Debt Obligations of the Issuer. The Financial Advisor also will arrange and

participate in any correspondence, presentations and conference calls with Moody's or S&P personnel assigned to any rating request;

- l. Working with Issuer officials and bond counsel, the Financial Advisor will facilitate the development, publication and distribution (upon receipt of written confirmation) of the Issuer's Preliminary and Final Official Statements;
  - m. Coordinate the activities of all financial professionals as directed by authorized officials of the Issuer;
  - n. As needed or as advisable, prepare and execute a marketing program through the distribution of various notices, calendars of events and other related documents, including, but not limited to, Preliminary Official Statements, Offering Circulars or similar documents;
  - o. Along with officials of the Issuer, organize and conduct the sale of the Debt Obligations.
    - i. For competitive public sales as contemplated by prevailing State statutes, the web-based facilities of a nationally recognized provider of such service services will be employed to distribute formal notices, Preliminary Official Statements and related materials; or
    - ii. For informal bidding or competitive negotiation, prepare and administer the most appropriate means or methods which will assure as much competition as possible.
  - p. Assist authorized officials of the Issuer in the evaluation and award (rejection) of bids or proposals received for any organized solicitation of Debt Obligations;
  - q. Prepare final amortization and related schedules documenting the transaction in the form of a "Final Financing Report" and as required by the Issuer;
  - r. On behalf of the Issuer, coordinate and pay from funds provided by the Issuer or from proceeds of the Debt Obligations, all expenses related to the sale and issuance of the Debt Obligations.
2. The Financial Advisor will consult with and advise the Issuer with respect to the various structures, provisions and covenants appropriate or advisable to consider as part of any financing, generally including, but not necessarily limited to, the following:
- a. Amounts;
  - b. Principal, interest, and final maturity dates;
  - c. Average life tests;

- d. Arbitrage targeted yields;
  - e. Maturity amortization schedules;
  - f. Interest rates;
  - g. Redemption provisions;
  - h. Debt service;
  - i. Capitalized interest, if any;
  - j. Flow of funds;
  - k. Security pledges;
  - l. Credit enhancement facilities; and
  - m. Terms and conditions relating to the sale.
3. The Financial Advisor will work with the Issuer and bond counsel in the development of the financial and security provisions incorporated in any instruments authorizing and securing any Debt Obligations undertaken by the Issuer.

## II. UNDERTAKINGS BY THE ISSUER

1. The Issuer will make available to the Financial Advisor financial data and information concerning the Issuer's fiscal operations and other related operating data. Issuer officials and staff will be responsible for collecting, assembling, organizing and certifying the use of such documentation essential to support its financing activities and disclosure responsibilities, including, but not limited to, all Preliminary Official Statements, Offering Circulars and/or Final Official Statements.
2. The Issuer will work with bond counsel and/or local counsel who will provide approving legal opinions to accompany the issuance of any Debt Obligations.

## III. PAYMENT TO THE FINANCIAL ADVISOR

1. For each transaction undertaken pursuant to this master agreement, the Issuer will compensate the Financial Advisor a fee as indicated in a Supplemental Agreement and Acknowledgement provided for each separate financing (which by reference is incorporated herein). Each composite transaction fee will be payable upon the successful sale and issuance of any Debt Obligations, but some expenses, such as rating agency fees, if any, may require payment even if such Debt Obligations are not sold and issued.

2. The Financial Advisor shall be responsible for payment of its own expenses and personnel costs including local travel to the Issuer's principal location of business, but all expenses associated with out-of-state travel shall be reimbursed at actual costs or in conformance with the Issuer's official travel policy. The Financial Advisor shall be reimbursed for documented costs of reproduction, overnight delivery and any other miscellaneous costs incurred in serving the Issuer as specified in the Supplemental Agreement and Acknowledgement provided for each transaction.
3. Upon receiving invoices from the Financial Advisor and other service providers, the Issuer agrees to promptly pay the Financial Advisor an aggregate amount to satisfy all documented fees, costs and expenses described in Article IV, below, and as mutually agreed on and evidenced by the estimates provided on Exhibit A of each Supplemental Agreement and Acknowledgement.

#### IV. PAYMENT OF COSTS OF ISSUANCE

The Issuer shall be responsible for payment of all the costs of issuing any Debt Obligations and completing the financing, including, but not limited to, the following:

- a. Payment of all Financial Advisory fees and eligible documented expenses;
- b. Facilitation, printing, publication, web posting and any other means of distribution or dissemination of any Preliminary Official Statements and Final Official Statements, Offering Circulars, related legal notices and other offering documents;
- c. If applicable, the normal fees of Moody's or S&P for any credit rating reviews and assignments if properly invoiced;
- d. If applicable, the fees and expenses of any registration, escrow and/or paying agent;
- e. If applicable, the fees and expenses of any independent verification agent;
- f. If applicable, the fees and expenses of any independent bidding agent;
- g. If applicable, the fees of bond counsel and of local counsel;
- h. If any, underwriting fees determined through the competitive solicitation process;
- i. Any itemized miscellaneous costs incurred for any transaction which are not part of the Financial Advisor's normal course of business, but are appropriately eligible and documented;
- j. Any out-of-state travel expenses; and

- k. Bond insurance premiums or other credit enhancement fees and related expenses, if any.

V. GENERAL PROVISIONS

1. The Issuer understands and acknowledges that the Financial Advisor or its affiliates may have trading and other business relationships with members of the Issuer's underwriting or financing team or other participants in the proposed transaction including Bass Berry & Sims PLC, Grant Thornton LLP, bidding agents, certain banking institutions which may serve as registration, escrow and paying agents, etc. Additionally, the Financial Advisor or its affiliates may have trading and other business relationships with potential purchasers of any Debt Obligations. These relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which the Financial Advisor may have, among other things, an economic interest. Notwithstanding the foregoing, the Financial Advisor will not receive any compensation with respect to the issuance of the Debt Obligations other than as disclosed in the Supplemental Agreement and Acknowledgement for each transaction. The Financial Advisor is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James, but of which none of the Financial Advisor's personnel involved in the proposed transaction actually have knowledge, will not for any purpose be taken into account in determining the Financial Advisor's responsibilities to the Issuer.
2. Both parties acknowledge and agree that the Financial Advisor is acting solely as a financial advisor to the Issuer with respect to any Debt Obligations; the Financial Advisor's engagement by the Issuer is limited to providing financial advisory services to the Issuer for any Debt Obligations. The Financial Advisor has not been engaged to compare alternatives to any Debt Obligations. The Financial Advisor is not a fiduciary of any other party to the transaction. The Financial Advisor will not (1) provide any assurances that any investment made in connection with any Debt Obligations during its engagement is the best possible investment available for the Issuer's situation or that every possible alternative or provider has been considered and/or solicited, (ii) investigate the veracity of any certifications provided by any party, (iii) provide legal or accounting assurance that any matter or procedure complies with any applicable law, or (iv) be liable to any party if Debt Obligations or an investment fails to close or for default of same. The Financial Advisor's limited engagement terminates upon the completion of all activities as specified in this Agreement and for each transaction undertaken through each separate Supplemental Agreement and Acknowledgement and the Financial Advisor shall have no further duties or obligations thereafter.
3. The Financial Advisor agrees to assist the Issuer as provided only on the basis that it is expressly understood and agreed that the Financial Advisor assumes no responsibility to the Issuer or any person for the accuracy or completeness of any information contained in the any Offering Circular, any Preliminary Official Statement or any Final Official Statement, if any, issued in connection with any Debt Obligations.

4. This Agreement may be terminated by either party hereto by not less than a 45 business day prior written notice to the other. In the event of such termination, whether by either party hereto, the Financial Advisor shall promptly submit for payment, and Issuer shall promptly pay, a final bill for the payment of all unpaid fees and documented unreimbursed costs and expenses then due and owing. Other than the foregoing, neither party shall incur any liability to the other arising out of the termination of this Agreement. However, this Article 4 shall survive any such termination.
5. This Agreement and any current or future Supplemental Agreement and Acknowledgement for other transactions embody all the terms, agreements, conditions and rights contemplated and negotiated by the Issuer and the Financial Advisor, and supersede any and all discussions and understandings, written or oral, between Issuer and Financial Advisor regarding the subject matter hereof. Any modifications and/or amendments must be made in writing and signed by both parties.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without reference to its conflicts of law principles.
7. If any section, paragraph or provision of this Agreement 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 Agreement.
8. From the date of its execution, this Agreement shall replace any and all existing agreements that may exist in their entirety and any such existing agreements shall cease to exist and are null and void.
9. This Agreement shall terminate on formal notice as specified herein by either party as specified herein.

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY CAUSED THIS AGREEMENT to be signed and sealed by their respective authorized officers this \_\_\_\_ day of February 2016.

GREENE COUNTY, TENNESSEE

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: County Mayor

Title:

RAYMOND JAMES & ASSOCIATES, INC.

By:  \_\_\_\_\_

Name: Richard T. Dulaney

Title: Managing Director

Public Finance // Debt Investment Banking

SUPPLEMENTAL AGREEMENT AND ACKNOWLEDGEMENT

BY AND BETWEEN

GREENE, TENNESSEE  
AND  
RAYMOND JAMES & ASSOCIATES, INC.

WHEREAS, Greene County, Tennessee (the "Issuer") and Raymond James & Associates, Inc. (the "Financial Advisor" or "Municipal Advisor") have entered into a continuing Financial Advisory Agreement, dated February \_\_, 2016 (the "Agreement") (which is incorporated by reference herein) to provide financial advice and assistance to the Issuer on an on-going basis regarding the sale, issuance and administration of its bonds, notes and other debt obligations ("Debt Obligations") when needed; and

WHEREAS, the Issuer has adopted a formal Debt Management Policy that requires all professionals involved in a debt transaction to disclose any existing client and business relationships between and among the professionals participating in the transaction and in the interest of transparency, all costs associated with any Debt Obligations undertaken pursuant to the Agreement in a timely manner; and

WHEREAS, the Board of Commissioners of the Issuer will consider a resolution at its rescheduled, regular meeting on February 16, 2016 authorizing the sale and issuance of approximately Rural School Refunding Bonds (the "Bonds"), in one or more series, the proceeds which together with any other funds provided by the Issuer will be used to finance, in whole or in part, the refinancing, in whole or in part, of certain previously issued bonds including the Issuer's outstanding \$5,200,000 Rural School Refunding Bonds, Series 2005A, dated June 30, 2005 and its \$14,980,000 Rural School Refunding Bonds, Series 2005B, dated June 30, 2005; and

WHEREAS, consistent with the Financial Advisory Agreement, the Issuer and the Financial Advisor have agreed to disclose the proposed fees of the Financial Advisor and all transaction participants



for each transaction undertaken pursuant to the Agreement through a "Supplemental Agreement and Acknowledgement" with associated exhibits, if any; and

WHEREAS, the Financial Advisor agreed to provide disclosures including professional relationships among transaction participants, possible conflicts of interest and an estimate of all transaction expenses and participants which are to be memorialized and presented as a supplement to the Agreement; and

WHEREAS, Bass Berry & Sims PLC will serve as Bond Counsel to the Issuer for the Bonds, it is understood and acknowledged that the Financial Advisor has been represented by Bass Berry & Sims in prior situations unrelated to the Issuer and may have such a relationships in the future.

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained in the Agreement and this Supplemental Agreement and Acknowledgement, it is hereby mutually acknowledged by and between the Issuer and the Financial Advisor that:

Section 1. Consistent with the Issuer's formally adopted Debt Management Policy and in the interest of full disclosure and transparency, the foregoing disclosure supplements those included in the Agreement and is made and hereby acknowledged and is fully disclosed.

Section 2. It is hereby acknowledged that a copy of the services, service providers and estimated costs related to the sale, issuance and delivery of the Bonds is attached hereto as Exhibit A.

Section 3. A State Form CT-0253 (the "Form") depicting the actual costs of issuance and actual underwriter's compensation will be prepared and executed at the closing and delivery of the Bonds, presented to the City Council of the Issuer at its next scheduled meeting following the delivery of the Debt Obligations and filed with the Tennessee Comptroller of the Treasury's Director of State and Local Finance in a timely fashion as required by prevailing State law.

This \_\_\_\_ of February 2016

RAYMOND JAMES & ASSOCIATES, INC.



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Richard T. Dulaney  
Managing Director  
Public Finance // Debt Investment Banking

ACKNOWLEDGED  
GREENE COUNTY, TENNESSEE

---

Name:  
Title:

Exhibit A  
 GREENE COUNTY, TENNESSEE  
 RURAL SCHOOL REFUNDING BONDS, SERIES 2016

Consistent with the terms of the County's formally adopted Debt Management Policy and in the interest of full transparency, the following disclosure is made with respect to the sale and issuance of the Bonds.

The services, service providers and estimated costs related to the sale and issuance of the Bonds are as follows:

<u>Service</u>	<u>Provider</u>	<u>Total*</u>
Municipal Advisor (the "Financial Advisor"):	Raymond James & Associates, Inc.	\$22,500 <sup>(1)</sup>
Bond Counsel:	Bass Berry & Sims PLC, Nashville	25,000
Rating Agency (per 2016 Rate Schedule):	Standard & Poor's	16,000 <sup>(2)</sup>
POS/OS Preparation; Publication; Dissemination, Legal Advertising, etc.:	I-deal prospectus; Printer or RJ	2,000
Registration, Paying Agent and Escrow:	TBD By Proposals	1,000
Other (Estimated):	Miscellaneous (Itemized)	250
	Total:	<u>\$66,750</u>

(1) Financial Advisory Fee - Our "not to exceed" fee includes all in-state travel and expenses, on-going support, but no annual or monthly retainers. As your advisor, we will work with the County and your bond counsel to facilitate the development of the County's Preliminary and Final Official Statements and such service is included in the proposed fee.

(2) Estimated based on 2016 Standard & Poor's rate schedule - Bond issues sized between \$5,000,000 to \$24,999,000. Standard & Poor's is recommended since credit ratings carried below the "AA" group generally are sold with bond insurance from AG or AGM. S&P rates these insurance companies as "AA" currently. Moody's ratings are lower. In order to assure broad bidding appeal, we recommend using S&P to assure the maximum level of bidder participation in case a prospective bidder decides to purchase bond insurance as part of their bid.

\*Every expense itemized and supported by invoices to assure complete transparency.

EXHIBIT E

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

February 16, 2016

Greene County, Tennessee  
204 North Cutler Street  
Greeneville, Tennessee 37743  
Attention: David Crum, County Mayor

**Re: Issuance of Not to Exceed \$14,000,000 in Aggregate Principal Amount of Rural School Refunding Bonds.**

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Greene County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to refinance certain outstanding bonds of the Issuer identified in the resolution authorizing the Bonds adopted on February 16, 2016 (the "Resolution") and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

**SCOPE OF ENGAGEMENT**

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the Bond Opinion) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the includability of interest on the Bonds from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Bond issue.

5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.
6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds, if any, and review the bond purchase agreement, if sold at negotiated sale.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. Except as described in paragraph (5) above,
  - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
  - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
  - 3) Rendering advice that the official statement or other disclosure documents
    - a) Do not contain any untrue statement of a material fact or
    - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings).

- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Opining on any continuing disclosure undertaking or providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

### ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Forms 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We currently represent Raymond James & Associates, Inc. in unrelated matters. We do not believe such representation, or future unrelated representations, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

## **FEES**

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$25,000 for the Bonds. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility; or (d) the Bonds are issued as tax-exempt bonds. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed the amount set forth above.

## **RECORDS**

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Issuer's property. We agree to maintain documentation for all charges against the Issuer. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closings and will be subject to audit, at any reasonable time and upon reasonable notice by the Issuer or its duly appointed representatives.

## **OTHER MATTERS**

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

## CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

**GREENE COUNTY, TENNESSEE:**

**BASS, BERRY & SIMS PLC:**

By: \_\_\_\_\_  
David Crum, County Mayor

By: \_\_\_\_\_  
Karen Neal, Member



STATE OF TENNESSEE        )

COUNTY OF GREENE        )

I, Lori Bryant, certify that I am the duly qualified and acting County Clerk of Greene County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a rescheduled regular meeting of the governing body of the County held on February 16, 2016; that these minutes were promptly and fully recorded and are open to public inspection; 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 transcript from said original minute record insofar as said original record relates to the County's not to exceed \$14,000,000 Rural School Refunding Bonds.

WITNESS my official signature and seal of said County this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

County Clerk

(SEAL)

The Board of County Commissioners of Greene County, Tennessee, met in a rescheduled regular session at the County Courthouse, Greeneville, Tennessee, at 6:00 o'clock, p.m., on February 16, 2016, with the Honorable David Crum, County Mayor, presiding, and the following members present:

There were absent:

There was also present Lori Bryant, County Clerk, and Mary Shelton, Director of Accounts and Budgets.

It was announced that public notice of the time, place and purpose of the meeting had been given and accordingly, the meeting was called to order.

The following resolution was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_ and after due deliberation, was adopted by the following vote:

AYE:

NAY:

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN DOCUMENTS TO  
EFFECTUATE THE APPLICATION FOR GRANT FUNDING ON BEHALF OF  
GREENE COUNTY FOR HOUSING REHABILITATION GRANT THROUGH  
THE TENNESSEE HOUSING DEVELOPMENT AGENCY**

**WHEREAS**, Greene County recognizes the need for housing rehabilitation for low income residents within Greene County; and

**WHEREAS**, the County desires to provide these services to their residents, including residents of the municipalities within Greene County; and

**WHEREAS**, the Greene County Commission recognizes that the U.S. Department of Housing and Urban Development provides assistance through the HOME program, administered by the Tennessee Housing Development Agency (THDA), in order to provide housing rehabilitation for low income persons.

**NOW, THEREFORE BE IT RESOLVED** by the Greene County Legislative Body, meeting in regular session on the 16<sup>th</sup> day of February, 2016, a quorum being present and a majority voting in the affirmative, that the County Mayor is hereby authorized to file an Application for 2015-2016 HOME funds with THDA in the amount of \$500,000.00, there being no county funds required to match the funding for this program.

**BE IT FURTHER RESOLVED**, that the County Mayor is authorized to sign any and all documents, contracts, assurances, and forms of compliance necessary to effectuate the completion and submittal of the application and further is authorized to contract with or employ the First Tennessee Development District to assist in the grant application and administration of the grant program on behalf of the County.

**Roger A. Woolsey**  
County Attorney  
204 N. Cutler St.  
Suite 120  
Greeneville, TN 37745  
Phone: 423/798-1779  
Fax: 423/798-1781

B.

This resolution shall take effect upon its passage and approval, the public welfare requiring it.

Zak Neas  
Sponsor

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Mayor

Roger A. Woolsey  
County Attorney

**Roger A. Woolsey**  
County Attorney  
204 N. Cutler St.  
Suite 120  
Greeneville, TN 37745  
Phone: 423/798-1779  
Fax: 423/798-1781

**RESOLUTION REQUESTING THAT THE GENERAL ASSEMBLY ENACT HOUSE BILL 2142  
(Senate Bill 2115) AN ACT THAT MAKES APPROPRIATIONS FOR COUNTY  
TRANSPORTATION PROJECTS**

**WHEREAS**, on January 21, 2016, Representative Barry Doss introduced "House Bill 2142" an Act to Amend Tennessee Code Annotated, Title 4; Title 9; Title 54 and Title 67, relative to county transportation projects for the fiscal years beginning July 1, 2015, and July 1, 2016; and

**WHEREAS**, this Bill provides that from excess state tax revenues collected in fiscal year 2014-2015 and deposited in the general fund, there is to be appropriated the sum of \$100,000,000 (nonrecurring) to the various counties for the purpose of county transportation projects including, but not limited to, improvements, repairs, construction, and maintenance of roads and bridges; and

**WHEREAS**, the funds appropriated in this act (House Bill 2142) shall be allocated to the various counties on the basis set out in Tennessee Code Annotated, § 54-4-103; and

**WHEREAS**, it appears that it would greatly benefit Greene County for the Greene County Legislative Body to request that our State Senator and State Representatives support "House Bill 2142" (Senate Bill 2115).

**NOW THEREFORE, BE IT RESOLVED**, by the Greene County Legislative Body meeting in regular session on the 16<sup>th</sup> day of February, 2016, a quorum being present, and a majority voting in the affirmative, to request that our State Senator and State Representatives representing Greene County in the General Assembly sponsor legislation to enact "House Bill 2142", which makes appropriations for county transportation projects for the fiscal years beginning July 1, 2015, and July 1, 2016.

**Roger A. Woolsey**  
County Attorney  
204 N. Cutler St.  
Suite 120  
Greeneville, TN 37745  
Phone: 423/798-1779  
Fax: 423/798-1781

C

BE IT FURTHER RESOLVED, that the County Mayor and County Clerk forward a copy of this Resolution to our State Senator and State Representatives asking for their assistance and support seeking the enactment of "House Bill 2142"( Senate Bill 2115) which makes appropriations for county transportation projects.

\_\_\_\_\_  
Sponsor

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Attorney

**Roger A. Woolsey**  
**County Attorney**  
204 N. Cutler St.  
Suite 120  
Greeneville, TN 37745  
Phone: 423/798-1779  
Fax: 423/798-1781

**A RESOLUTION TO AMEND THE 2016 FISCAL YEAR  
HIGHWAY FUND'S TO BUDGET AMOUNTS TOTALING  
\$163,935 RECEIVED FROM VARIOUS PROJECTS INCLUDING  
SALES OF MATERIALS AND SUPPLIES, SALE OF RECYCLED  
MATERIALS, PAVING AND MAINTENANCE, SALE OF  
EQUIPMENT AT AUCTION AND CONTRACTED SERVICES**

**WHEREAS,** the Greene County Highway Fund has received proceeds totaling \$5,972 from the sale of recycled materials; \$23,093 from sale of equipment; \$11,927 from the sale of materials and supplies; and

**WHEREAS,** the Greene County Highway Fund has received reimbursement totaling \$109,281 from paving from other municipalities and entities; and \$13,662 from contracts to perform services for other entities; and

**WHEREAS,** the Greene County Highway Fund wishes to expend those funds during the fiscal year and

**THEREFORE,** let the Highway Fund budget be amended as follows:

D

**INCREASE BUDGETED REVENUES**

44130	Sale of Materials and Supplies	\$	11,927
44145	Sale of Recycled Materials		5,972
44530	Sale of Equipment		23,093
48120	Paving & Maintenance Revenue		109,281
48140	Contracted Services		13,662
<b>Total Increase In Revenue:</b>		<b>\$</b>	<b>163,935</b>

**INCREASE APPROPRIATIONS**

68000	Capital Outlay		
714	Highway Equipment	\$	40,000
65000			
508	Premiums on Corporate Surety Bonds		450
63500	Asphalt Plant Operations		
405	Liquid Asphalt		25,000
409	Crushed Stone		25,000
63100	Operation and Maintenance of Equipment		
418	Equipment Machinery and Parts		3,605
62000	Highway and Bridge Maintenance		
402	Asphalt Cold Mix		16,480
426	General Construction Materials		21,000
440	Pipe-Metal		7,400
444	Salt		25,000
<b>Total Increase in Appropriations</b>		<b>\$</b>	<b>163,935</b>

**NOW, THEREFORE;** be it resolved by the Greene County Legislative Body meeting in regular session this 16<sup>th</sup> day of February, 2016, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

---

County Mayor

---

County Clerk

---

Budget and Finance Committee

Sponsor

  
County Attorney



**A RESOLUTION TO AMEND THE 2016 FISCAL YEAR  
GENERAL FUND'S BALANCE TO BUDGET \$26,248 MONEY  
RECEIVED FROM THE SALE OF SEIZED AND CONFISCATED  
VEHICLES AND PROPERTY TO THE SHERIFF'S DEPARTMENT**

**WHEREAS,** the Greene County Sheriff's Dept. has received money from the auction sale of various seized and/or confiscated vehicles and property in the current fiscal year and

**WHEREAS,** the Sheriff Dept. wishes to expend those funds during the fiscal year and

**THEREFORE,** let the General Fund budget be amended as follows:

**INCREASE BUDGETED REVENUES**

42910	Proceeds from Confiscated Property	\$ 24,948
44530	Sales of Equipment	<u>1,300</u>
<b>Total increase in budgeted revenue</b>		<b><u>\$ 26,248</u></b>

**INCREASE APPROPRIATIONS**

54120	Special Patrols	
716	Law Enforcement Equipment	\$ 26,248
<b>Total Increase in Appropriations</b>		<b><u>\$ 26,248</u></b>

**NOW, THEREFORE;** be it resolved by the Greene County Legislative Body meeting in regular session this 16<sup>th</sup> day of February, 2016, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Budget and Finance Committee  
Sponsor

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
*Roger C. Vaulsey*  
County Attorney

E

**A RESOLUTION TO AMEND THE 2016 FISCAL  
YEAR GENERAL FUND'S BALANCE TO BUDGET  
A \$2,500 CONTRIBUTION TO THE SHERIFF'S DEPARTMENT**

**WHEREAS,** the Greene County Sheriff's Dept. has received a donation from Laughlin Hospital Volunteer Services in the amount of \$2500 to be spent on the Greene County Sheriff's Department K-9 program in the current fiscal year and

**WHEREAS,** the Sheriff Dept. wishes to expend those funds during the fiscal year and

**THEREFORE,** let the General Fund budget be amended as follows:

**INCREASE BUDGETED REVENUES**

48610	Donations	\$ 2,500
<b>Total adjustment to budgeted revenue:</b>		<u><u>\$ 2,500</u></u>

**INCREASE APPROPRIATIONS**

54110	Sheriff's Department	
716	Law Enforcement Equipment	\$ 2,500
<b>Total Increase in Appropriations</b>		<u><u>\$ 2,500</u></u>

**NOW, THEREFORE;** be it resolved by the Greene County Legislative Body meeting in regular session this 16<sup>th</sup> day of February, 2016, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Budget and Finance Committee

Sponsor

  
\_\_\_\_\_  
County Attorney

F.

**A RESOLUTION TO BUDGET FOR \$2,704 FROM THE GENERAL FUND  
UNASSIGNED FUND BALANCE TO BUDGET FOR THE HEALTH INSURANCE  
COST OF ANIMAL CONTROL NEW EMPLOYEE FOR THE FISCAL YEAR ENDING  
JUNE 30, 2016**

**WHEREAS,** the Greene County Animal Control Department had an employee who terminated employment who did not participate in the health insurance, and

**WHEREAS,** the employee who was hired to replace that individual is going to participate in the Greene County health insurance, and

**WHEREAS,** the Greene County Animal Control Department budget for FYE 6/30/16 did not provide funds for the costs of health insurance for this position and the Greene County Animal Control Department budget does not have funds in other line items available to cover these health insurance costs, and

**WHEREAS,** the Greene County Animal Control Department requests funding from the Unassigned Fund Balance to budget for these unanticipated costs totaling \$2,704, and

**THEREFORE,** let the General Fund budget be amended to the following:

**INCREASE BUDGETED FUND BALANCE**

39000	Unassigned Fund Balance	\$ 2,704
	Total increase in budgeted fund balance	<u>\$ 2,704</u>

**INCREASE BUDGETED APPROPRIATIONS**

55120	Rabies And Animal Control	
207	Medical Insurance	\$ 2,704
	Total increase in appropriations	<u>\$ 2,704</u>

**NOW, THEREFORE;** be it resolved by the Greene County Legislative Body meeting in regular session this 16<sup>st</sup> day of February, 2016, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Budget and Finance  
Sponsor

\_\_\_\_\_  
*Ray C. Woolley*  
County Attorney

*G.*

**A RESOLUTION TO BUDGET FOR \$2,800 FROM THE  
GENERAL FUND UNASSIGNED FUND BALANCE TO BUDGET  
FOR TRAVEL AND TUITION FOR THE CLERK AND MASTERS OFFICE  
FOR THE FISCAL YEAR ENDING JUNE 30, 2016**

- WHEREAS,** the Greene County Clerk and Master Department installed a new software system in January of 2016, and
- WHEREAS,** the software vendor of the new software system hosts an annual conference in the spring of each year to provide additional training and classes that support and enhance knowledge of their software, and
- WHEREAS,** the Greene County Clerk and Master Department would benefit greatly by attending this conference to improve their knowledge and skills, and
- WHEREAS,** the Greene County Clerk and Master Department requests funding from the Unassigned Fund Balance to budget for these unanticipated costs to attend this conference totaling \$2,800, and

**THEREFORE,** let the General Fund budget be amended to the following:

**INCREASE BUDGETED FUND BALANCE**

39000	Unassigned Fund Balance	\$ 2,800
	Total increase in budgeted fund balance	<u>\$ 2,800</u>

**INCREASE BUDGETED APPROPRIATIONS**

53400	Chancery Court	
355	Travel	\$ 1,630
356	Tuition	<u>1,170</u>
	Total increase in appropriations	<u>\$ 2,800</u>

**NOW, THEREFORE;** be it resolved by the Greene County Legislative Body meeting in regular session this 16<sup>st</sup> day of February, 2016, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Budget and Finance  
Sponsor

*Ray C. Woolley*

\_\_\_\_\_  
County Attorney

H.

**RESOLUTION TO AMEND THE RULES OF PROCEDURE FOR THE BOARD OF COUNTY COMMISSIONERS THAT WAS PREVIOUSLY ADOPTED ON SEPTEMBER 19, 2011**

**WHEREAS**, the Greene County Board of Commissioners adopted certain Rules of Procedure on September 19, 2011, to enable the Board (Commission) to conduct its business in a more efficient and professional manner; detailing the rights and responsibilities of members of the Commission, County Elected and Appointed Officials and others who assist the County Commission as well as the procedure by which the Commission will conduct its meetings and consider issues before the Commission; and

**WHEREAS**, in order to alter, amend, or repeal the Rules of Procedure for the Greene County Legislative Body (County Commission or Board of County Commissioners), the suggested change or modification must be presented in writing at a regularly scheduled meeting of the Commission, at which time it shall be voted upon and a two-thirds majority of commission members, excluding vacancies is required for approval of such change or modification (see Rule 19); and

**WHEREAS**, Rule 7A of the Rules of Procedure presently in place require only one county commissioner to sponsor any resolution to come before the county commission; and

**WHEREAS**, it would appear to be productive, efficient, and beneficial to require at least three county commissioners to sponsor any proposed resolution before the county commission to insure at least minimum support for such legislation; and

**WHEREAS**, it would appear that the efficiency and effectiveness of the Board of County Commissioners would be enhanced by amending the Rules of Procedure for the Board by amending Rule 7A (Resolutions) as stated above.

**Roger A. Woolsey**  
County Attorney  
204 N. Cutler St.  
Suite 120  
Greeneville, TN 37745  
Phone: 423/798-1779  
Fax: 423/798-1781

I.

**THEREFORE BE IT RESOLVED**, by the Greene County Legislative Body, meeting in regular session on the 16<sup>th</sup> day of February, 2016, a quorum being present and a majority voting in the affirmative, that pursuant to Rule 17G of the Rules of Procedure for the Greene County Commission that Rule 7A of said Rules be amended as follows:

That Rule 7A as it is presently written be repealed/deleted and in its place the following language is substituted:

Any resolution to be prospered or to be considered by the county commission must contain the names of three sponsors or the chairman of an appointed committee of the Greene County Legislative Body before same may be placed on the agenda for consideration by the full commission. The Clerk or Chairman shall not receive or file any resolution that is not reduced to writing and authorized by three Commission members or a committee voting in the affirmative.

**BE IT FURTHER RESOLVED**, that other than the amendment above stated, the Rules previously adopted shall remain in full force and effect.

**BE IT FURTHER RESOLVED**, If any of the Rules of Procedure are in conflict with state law or later determined to be in conflict with state law then state law rules, however, all remaining provisions of the Rules of Procedures shall continue to be in full force and effect unless amended by the Commission.

Robin Quillen  
Sponsor

Sharon Collins  
Sponsor

Brad Peters  
Sponsor

Butch Patterson  
Sponsor

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Attorney

**Roger A. Woolsey**  
County Attorney  
204 N. Cutler St.  
Suite 120  
Greeneville, TN 37745  
Phone: 423/798-1779  
Fax: 423/798-1781

**A RESOLUTION TO REZONE CERTAIN TERRITORY  
OWNED BY 411 INDUSTRIES LLC, KYLE REAVES  
FROM A-1, GENERAL AGRICULTURE DISTRICT TO M-1, INDUSTRIAL DISTRICT  
WITHIN THE UNINCORPORATED TERRITORY OF GREENE COUNTY, TENNESSEE**

WHEREAS, the Greene County Commission has adopted a zoning resolution establishing zone districts within the unincorporated territory of Greene County, Tennessee and regulations for the use of property therein; and

WHEREAS, the Greene County Commission realizes that any zoning plan must be changed from time to time to provide for the continued efficient and economic development of the county; and

WHEREAS, 411 Industries LLC, Kyle Reaves has requested that this property be rezoned from A-1, General Agriculture District to M-1, Industrial District; and

WHEREAS, the Greene County Regional Planning Commission did review a request on January 12, 2016 that the 411 Industries LLC, Kyle Reaves property be rezoned and recommended that the Greene County Commission approve the request to rezone the property.

NOW, THEREFORE BE IT RESOLVED that the Greene County Legislative Body meeting in regular session on the 16<sup>th</sup> day of February, 2016 a quorum being present and a majority voting in the affirmative to amend the Greene County Zoning Map to show the following property to be zoned M-1, Industrial District.

Being the same property identified as Greene County tax map 154, as parcel p/o 019.07, p/o 019.01, & p/o 018.03 (Lot 6R – 2.29 acres) as shown on the attached survey map.

This change shall take effect after its passage, the welfare of the County requiring it.

Sponsor Greene County Regional  
Planning Commission

\_\_\_\_\_  
January 12, 2016

Date

Date of Public Hearing  
by the Greene County Commission:

\_\_\_\_\_  
February 16, 2016

Date

Decision by the Greene  
County Commission:

\_\_\_\_\_  
Approved or Denied

Signed in Open Meeting:

\_\_\_\_\_  
County Mayor

Attest:

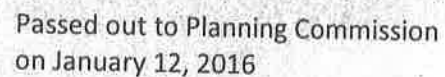
\_\_\_\_\_  
County Court Clerk

Approved as to Form:

\_\_\_\_\_  
County Attorney











# Rezoning Application for Greene County Regional Planning Commission

Greene County Building, Zoning & Planning Office  
129 Charles Street, Suite 2  
Greeneville, TN 37743  
423-798-1724

Receipt #: 4135

## Applicant Information

Applicant Name: Kyle Reaves Address: 1301 Old Newport Highway  
City: Greeneville State: TN Zip Code: 37743  
Phone: 423-237-3042 Email: n/a

## Property Identification

Property Owner: 411 Industries LLC & Kyle Reaves Property Address: Old Newport Highway  
Map: 154 Group:     Ctrl Map: 154 Parcel: p/o 019.07, p/o 019.01 & p/o 018.03  
Acres: 2.29 (lot 6-R) Subdivision Name: Kyle Reaves Plat Book & Page: G - 530  
Phone: 423-237-3042 Email: n/a

## Meeting Information

Location of Meeting: Greene County Courthouse Annex, Conference Room, 204 North Cutler Street, Greeneville, TN 37743  
Date: January 12, 2016 Time: 1:00 p.m.  
I the undersigned hereby agree to be present at any meetings held to discuss the request, or to send a representative in my place. I understand that if I am not represented, my request will be postponed, or may be denied.

## Nature of Request

### Rezoning Request:

Current Zone: A-1 General Agriculture District

Proposed Zone: M-1 Industrial District

## Zoning Office Use/Notified Property Owners:

Property Owner:	<u>Lanny Haynes Gammon</u>	Map & Parcel:	<u>163 - 019.00</u>
Property Owner:	<u>Christopher Lynn Easterly</u>	Map & Parcel:	<u>154 - 049.00</u>
Property Owner:	<u>Patricia Gay Reaves</u>	Map & Parcel:	<u>154 - 018.00</u>
Property Owner:	<u>Scott &amp; Nicole Foshie</u>	Map & Parcel:	<u>154 - 018.04</u>
Property Owner:	<u>Glenda Jones</u>	Map & Parcel:	<u>154 - 044.00</u>
Property Owner:	<u>W Jeff Ottinger</u>	Map & Parcel:	<u>154 - 046.01</u>

Cash:     Check: 5291 Total Amount Due: \$300.00 Clerk: Deborah Collins  
Applicant: Kyle Reaves Date: 12-28-2015  
Property Owner(s): Kyle Reaves Date: 12-28-2015

Action taken/judgment entered by the Greene County Regional Planning Commission:

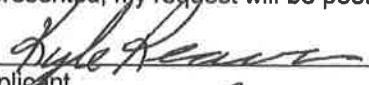
Approved for recommendation to the Greene County Commission on 2-16-16 at 6:00pm

Entered this 12 day of January, 2016

     
Chairman/Vice-Chairman, Greene County Regional Planning Commission

**Greene County Regional Planning Commission**

I the applicant/property owner certify that the submitted application for the Greene County Regional Planning Commission to be true and complete. I the applicant/property owner understand that a sign will be placed on the property prior to the Greene County Regional Planning Commission meeting, providing information on the nature of the request. I the applicant/property owner understand that letters will be mailed out to selected property owners in the area for notification. I the applicant/property owner understand the information provided in the application will be used to create a notice of public hearing, which will be published in a newspaper of general circulation. I the applicant/property owner agree to be present at any meetings held to discuss the request, or to send a representative in my place. I the applicant/property owner understand that if I am not represented, my request will be postponed, or may be denied.

  
Applicant

12/28/2015  
Date

  
Property Owner(s)

12/28/2015  
Date

## MEMORANDUM

To: The Greene County Regional Planning Commission

From: Amy Tweed, Planning Coordinator  
Tim Tweed, Building Commissioner  
Lyn Ashburn, Assistant Planner

Date: January 4, 2016

Subject: Request to rezone property located at and adjacent to 1301 Old Newport Highway (a portion of Map 154 Parcels 019.01, 019.07, and 18.03; Lot 6-R on the attached map.)

**Existing Zone:** A-1 General Agriculture District

**Existing Use:** 411 Industries LLC

(The company is not a manufacturer. They take existing parts, assemble them, and ship them back to the manufacturer.)

**Property Owner:** 411 Industries LLC and Kyle Reaves

**Requested Zone:** M-1 Industrial District

**Proposed Use:** Subassemblies (expansion of existing use)

**Zoning:** All surrounding properties are zoned A-1. There are two M-1 zones on Newport Highway (United Business Forms Inc. and a vacant tract.)

**Uses:** A mixture of agricultural and low-density single family residential uses

**Background.** The property has been used for a variety for commercial and industrial uses since the 1970's, before zoning was established. While the business can continue as a non-conforming use, it cannot be expanded unless it is in compliance with applicable regulations. The proposal, as submitted, would rezone both the existing structure as well as the area of the proposed expansion.

**Discussion.** The M-1 district was created to permit the establishment of industrial/manufacturing uses that do not cause "obnoxious noise, vibrations, smoke, gas, fumes, odors, dust, fire hazard or other objectionable conditions". The subassembly business appears to meet this criteria.

Old Newport Highway, with a pavement width of 18-20 feet, is not an area that would usually be considered desirable as an "industrial area". It is simply inadequate to serve multiple traditional industrial uses, which are typically serviced by large vehicles such as semi-trucks. 411 Industries LLC, however, is not a typical industrial use. They use smaller vehicles that can maneuver between their driveways and the road without causing problems, and their

impact on the surrounding area appears low, probably comparable to the gas station/deli located nearby on Newport Highway.

Rezoning the area in question permits continuation and expansion of the existing industrial use, which is a stated goal of the 2009 Greene County Land Use and Transportation Plan. It also enables growth of a type of industry that is desirable for many reasons.

1. Smaller industries do not need the upgraded utilities and transportation access necessary for large industries.
2. Small businesses, when their total number of employees are combined, are major employers, and encouraging small businesses has many positive impacts on the community.
3. Smaller businesses can more quickly respond to market conditions, which helps ensure their adaptation and survival. Those that do close, because of their small number of employees, do not constitute a major blow to the community.
4. While Old Newport Highway is not appropriate for large, traditional industries, it is capable of handling smaller industrial uses.

A potential negative impact of the rezoning would be if the use were changed to another, more intensive and invasive industrial use permitted in the M-1 zone. The same would be true if adjoining property were also rezoned. This site is so small, however, that there is no room for any substantial manufacturing or industrial use.

The last point raises another issue, however. While the existing/proposed use is technically manufacturing/industrial in nature, it is not industrial in impact. The Zoning Resolution, however, groups all uses of this type into the same category, regardless of the size and intensity of the use. A revision to the zoning regulations to split small, non-nuisance types of industry out of the traditional M-1 zone would be beneficial to the County tax-base, provide needed employment opportunities, provide an alternate use for farmland that isn't appropriate or needed for residential development, and offer an option when farming is not financially feasible.

Another agenda item this month is approval of the Building/Planning/Zoning Department work program. If approved, staff could begin reworking the M-1 regulations fairly quickly, and not wait for an overhaul of the entire resolution.

DB-88A P-764  
A P/O DB-88A P-761  
A P/O DB-88A P-760

CERTIFICATE OF OWNERSHIP AND VEDICATION  
I, LARRY EUGENE HARRIS, DO hereby certify that the SUBJECTS of the  
properly stated and duly indicated, and that I have been  
advised the plan of exhibition, with my own eyes, or through  
established the minimum sufficient satisfaction. These are  
declared all attempts, always, which, persons, and other  
none appears to public or otherwise as well.

4-6-06 *[Signature]*

DATE

**CERTIFICATE OF ACCURACY**  
I hereby certify that the pipe shown and described herein is a 12" and correct according to the records required by the Bureau of the National Planning Commission and that the personnel have been placed in, above, below, or the specifications of the appropriate regulations.

3-31-2006  
DATE

2282  
TENNESSEE REGISTERED LAND SURVEYOR ACO. NO.

**CERTIFICATION OF ELECTRIC POWER:**  
This is to certify that electric power can be made available to very low within this subdivision without the use of standard 110V American policy.

for Travel Alaska  
U.S. G.P. No.            Date            Estimated           

**CERTIFICATE OF THE APPROVAL OF WATER SYSTEM**

[illegible]

Ch. M. O.P. U.D.  
Seymour Water Commission  
Visitor's Book  
04-06-06

CERTIFICATION OF THE APPROVAL OF STREETS

Journal - A. B. Leopold's Journal, and according to  
the specifications of C. O. Adams's rights-of-way  
dedication map an existing public road shall  
never have been proposed.

4-8-86

*James A. Jones*  
CITY ENGINEER OR COUNTY ROAD COMMISSIONER

1. Being fully and satisfactorily shown and accounted to  
 2. Being fully and satisfactorily shown and accounted to  
 3. Being fully and satisfactorily shown and accounted to  
 4. Being fully and satisfactorily shown and accounted to  
 5. Being fully and satisfactorily shown and accounted to  
 6. Being fully and satisfactorily shown and accounted to  
 7. Being fully and satisfactorily shown and accounted to  
 8. Being fully and satisfactorily shown and accounted to  
 9. Being fully and satisfactorily shown and accounted to  
 10. Being fully and satisfactorily shown and accounted to

It was found upon investigation that in the period 1940-1941, the London Magazine, Inc. was in a state of financial distress and was unable to pay its bills. The company was forced to liquidate its assets and the liquidation was completed in 1942. The company was not able to pay its bills and was forced to liquidate its assets.

DATE: 4/27/96

SECRETARY OF THE BREWER COUNTY PLANNING COMMISSION

KYCE REAVES PROPERTY  
RE-SUBDIVISION OF LOTS 5, 6 & 7 OF  
THE EISENHOWER PROPERTY

PLAT. CABINET A, SLIDE 255  
3RD CIVIL DISTRICT  
GREENE COUNTY, TN

SCALE: 1" = 100' DATE: 3-31-2006  
TONY RAY BOWMAN  
REGISTERED LAND SURVEYOR

P.O. BOX 685  
GREENEVILLE, TN 37744-0865  
PHONE 423-638-1215

THE REMAINDER OF THE PROPERTY MEASURED IN FIVE (5) ACRES OR GREATER, AND MEETS THE PUBLIC STREET/ROAD FRONTAGE REQUIREMENTS OF THE APPLICABLE ZONING REGULATIONS.

THE APPROVAL PERMIT FOR LOT 6-R FOR CONSTRUCTION OF SUBSURFACE SEWAGE DISPOSAL SYSTEM CAN BE FOUND IN THE GREENE COUNTY PLANNING OFFICE AT 129 CHARLES STREET, SUITE 2, GREENEVILLE, TN.

TAX MAP NO. 154  
A P/O PARCEL NO. 18.03  
A P/O PARCEL NO. 19.01  
A P/O PARCEL NO. 19.07

THERE IS A 7.5' DRAINAGE  
AND UTILITY EASEMENT ALONG  
ALL INTERIOR LOT LINES.  
SETBACKS TO CONFORM TO ZONING

OWNER'S ADDRESS:  
5840 W. ALLEN'S BRIDGE RD  
GREENEVILLE, TN 37743

THIS SURVEY SUBJECT TO  
ANY AND ALL EASEMENTS,  
COVENANTS, OR  
RESTRICTIONS EITHER  
WRITTEN OR UNWRITTEN.

I HEREBY CERTIFY THAT THIS  
IS A CATEGORY 8 SURVEY  
AND THE RATIO OF PRECISION  
OF THE UNADJUSTED SURVEY  
IS 11 7500

GREENE COUNTY PLANNING COMMISSION

LEGEND

- IRON PIN SET
- IRON PIN FOUND
- △ IRON PIPE SET
- ⊙ POST

DWO NO. 008007 NW74

I have examined the National Flood Insurance Program Flood Insurance Rate Map for Greene County, TN. Community Panel Number 32014.015 C and found that the subject property lies in an area determined to be outside the 500 year Flood Plain.

08/06/2008-08:34:24 A  
06005331  
1994 A.S. - 1994  
SUNSHINE, AMERICA, 1994  
FLET CABINET 1 G  
SLIDE 1 530  
JOY BAUER  
RESEARCH OF AMERICA  
Group of America, Group of America





## **Minutes of the Greene County Regional Planning Commission**

A meeting of the Greene County Regional Planning Commission was held on Tuesday, January 12, 2016 at 1:00 p.m. at the Greene County Courthouse Annex Conference Room, 204 North Cutler Street, Greeneville, Tennessee.

### **Members Present/Members Absent**

Sam Riley, Chairman  
Ted Hensley, Vice Chairman  
Gary Rector, Secretary  
Lyle Parton, Alternate Secretary  
Alford Taylor  
Edwin C. Remine  
Gwen Lilley  
Stevi King  
Phillip Ottinger

### **Staff Representatives**

Amy Tweed, Planning Coordinator  
Tim Tweed, Building Commissioner  
Lyn Ashburn, Assistant Planner  
Paul Laughlin, Building Inspector  
David Crum, County Mayor  
Roger Woolsey, County Attorney  
David Weems, Road Superintendent

Also Present: News media and interested citizens

The Chairman called the meeting to order and asked if members had received the draft minutes of the December 8, 2015 meeting. A motion was made by Alford Taylor, seconded by Edwin Remine, to approve the minutes as written. The motion was approved unanimously.

**1301 Old Newport Highway Rezoning Request.** The Planning Commission considered a request to rezone property located at and adjacent to 1301 Old Newport Highway (a portion of Map 154 Parcels 019.01, 019.07, and 18.03), from A-1 General Agriculture District, to M-1 Industrial District. A plat showing the area requested for rezoning was provided to the Planning Commission. Staff stated the property had been used for industrial purposes (subassemblies) for several years, and did not appear to have had a negative impact on the area. After discussing the issue a motion was made by Alford Taylor, seconded by Edwin Remine, to recommend the rezoning as it would permit continuation and expansion of the existing industrial use, which is a stated goal of the 2009 Greene County Land Use and Transportation Plan. It also would enable growth of a type of industry that is desirable for many reasons.

1. Smaller industries do not need the upgraded utilities and transportation access necessary for large industries.
2. Small businesses, when their total number of employees are combined, are major employers, and encouraging small businesses has many positive impacts on the community.
3. Smaller businesses can more quickly respond to market conditions, which helps ensure their adaptation and survival. Those that do close, because of their small number of employees, do not constitute a major blow to the community.
4. While Old Newport Highway is not appropriate for large, traditional industries, it is capable of handling smaller industrial uses.

The motion carried unanimously. Staff informed the Planning Commission that the request would be considered by the Greene County Commission at the February 16, 2016 meeting.