

***Anderson County Board of Commissioners***  
***Financial Management Committee***  
***Meeting Agenda***

October 14, 2024  
3:00 PM, Room 312

Purpose of Meeting: Regularly scheduled meetings to discuss topics as they relate to the County Financial Management System of 1981

Meeting Facilitator: Terry Frank (Committee Chair)

Invitees: Tracy Wandell (Vice-Chair), Josh Anderson, Phil Yager, Tim Isbel, Gary Long, and Tim Parrott

- I. Appearance of Citizens
- II. Approval of Agenda
- III. Claxton Elementary Project/Funding
- IV. Discussion on Timing of Obtaining Bonds for a Contract
- V. Contract Approval Discussion
- VI. Indirect Cost Reimbursements for Grants
- VII. New Business
- VIII. Unfinished Business/TIF Policy and Procedures
- IX. Adjourn



CONSTRUCTION SERVICES DESIGN BUILD . PROJECT MANAGEMENT

August 14, 2024

RE: Claxton Elementary School  
Schematic Design Cost Estimate  
MBI Comm. No.: 230042-02

MBI Construction Services, Inc. has provided a preliminary cost estimate based on the square foot take-off of the schematic development documents and supplemented by parametrically generated quantities, as needed.

**Project Scope**Building Construction

- Renovation of Existing Building
- 1-Story Elementary School Addition

Site & Utilities

- Electrical Service
- Water, Sewer, Gas
- Steam and/or Chilled Water Distribution
- Parking, Paving, Walks, Curbs and Gutters
- Storm Drainage
- Site Improvements and Demolition
- Information Systems

Total Project Area

- Renovation 20,000 GSF
- New Construction 65,200 GSF

**Estimate Summary**

CATEGORY	NSF	AVG. COST/SF	TOTAL
INTERIOR DEMOLITION	20,196	\$10.00	\$201,960.00
CORE AND SHELL	2,106	\$150.00	\$315,900.00
BUILDING SUPPORT	1,617	\$225.00	\$363,825.00
CIRCULATION	14,429	\$175.00	\$2,525,075.00
OFFICE	6,753	\$225.00	\$1,519,425.00
CLASSROOM	35,775	\$250.00	\$8,943,750.00
GENERAL	3,192	\$175.00	\$558,600.00
KITCHEN + CAFETERIA	6,444	\$280.00	\$1,804,320.00
GYMNASIUM	9,903	\$280.00	\$2,772,840.00
TOTAL	80,219	\$230.00	<b>\$19,005,695.00</b>
		SITE & UTILITIES	\$4,850,000.00
		<b>CONSTRUCTION SUBTOTAL</b>	<b>\$23,855,695.00</b>
		CONTINGENCY (10%)	\$2,385,569.50
		ESCELTION (7%)	\$1,669,898.65
		<b>TOTAL</b>	<b>\$27,911,163.15</b>

**Chattanooga**  
University Tower  
651 E. Fourth Street, Suite 500  
Chattanooga, TN 37403  
(o) 423.756.5046

[www.mbicompanies.com](http://www.mbicompanies.com)

**Knoxville**  
299 N. Weisgarber Road  
Knoxville, TN 37919  
(o) 865. 584.0999

### **Assumptions**

- This estimate assumes an 18-month construction period and is planned for a 2025 construction start.
- Market escalation is calculated using various local, state, and federal projections. A standard 4% per year of construction is applied to this estimate. Market escalation is used to escalate the costs from August 2024 to the midpoint of construction, April 2026.
- The general contractor will competitively bid sub-contractors.
- All work will be performed during normal working hours.
- Construction will be completed in three phases: New Building Construction, Demolition, Renovation and Site Work. No temporary swing spaces are included.
- The general contractor will not be responsible for the vacating of the buildings proposed for demolition.
- Any excavated soil can and will be reused on site.

### **Conclusion**

Based on the current design development cost estimate, the project is in line with the anticipated costs expectations.

Further development of the cost estimate will occur during the design development phase. The estimate will be a preliminary quantity take-off of all project components and include escalation projected from date of the estimate to the planned midpoint of construction.

## ANDERSON COUNTY, TENNESSEE

Preliminary  
Funding Analysis  
Claxton School

As of June 17, 2024

Prepared By:

**Cumberland Securities Company, Inc.**

Independent Registered Municipal Advisors

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Knoxville, Tennessee 37933

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**CUMBERLAND SECURITIES**

SINCE 1931

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### Risk Disclosures:

Fixed Rate Bonds		
Material Risk Consideration	Description of Risk	Potential Consequences
Issuer Default Risk	Possibility that the Issuer defaults under the authorizing documents	<ul style="list-style-type: none"> <li>Range of available remedies may be brought against Issuer (e.g. forcing issuer to raise taxes or rates)</li> <li>Credit ratings negatively impacted</li> <li>Access to capital markets impaired</li> <li>Possibility of receivership or bankruptcy for certain issuers</li> </ul>
Redemption Risk	The ability to redeem the bonds prior to maturity may be limited	<ul style="list-style-type: none"> <li>Inability to refinance at lower interest rates</li> </ul>
Refinancing Risk	Possibility that the bonds cannot be refinanced	<ul style="list-style-type: none"> <li>Inability to refinance at lower interest rates</li> </ul>
Reinvestment Risk	Possibility that the Issuer may be unable to invest unspent proceeds at or near the interest rate on the bonds	<ul style="list-style-type: none"> <li>Negative arbitrage resulting in a higher cost of funds</li> </ul>
Tax Compliance Risk	For tax-exempt bonds, possibility that failure to comply with tax-related covenants results in the bonds becoming taxable obligations	<ul style="list-style-type: none"> <li>Increase in debt service costs retroactively to date of issuance</li> <li>Possible mandatory redemption of bonds affected</li> <li>Risk of IRS Audit</li> <li>Difficulty in refinancing the bonds</li> <li>Access to tax-exempt market impacted</li> <li>Difficulty in issuing future tax-exempt debt</li> </ul>

Variable Rate Demand Bonds ("VRDB") / Floating Rate Notes ("FRN") / Bank Index Loan ("Index") / "Put Loan" (e.g. Fixed Rate for Five (5) Years, then Rate Resets to New Rate)		
Material Risk Consideration	Description of Risk (Type of Debt Risk Applicable to)	Potential Consequences
Interest Rate Risk	Possibility that the interest rate may increase on an interest reset date (VRDB, FRN, Index, Put Loans)	<ul style="list-style-type: none"> <li>Increase in debt service cost (up to maximum rate)</li> <li>Lower debt service coverage</li> <li>Lower cash reserves</li> </ul>
Index Risk	Possibility that the method of determining the index (LIBOR or SIFMA) could change Indices may be affected by factors unrelated to FRN's/Index Loan or the tax-exempt market (VRDB, FRN, Index, Put Loans)	<ul style="list-style-type: none"> <li>Increase in debt service costs</li> <li>Lower debt service coverage</li> <li>Lower cash reserves</li> <li>Provision should be made for alternate mechanism to determine rate</li> </ul>
Issuer Default Risk	Possibility that the Issuer defaults under the authorizing documents (VRDB, FRN, Index, Put Loans)	<ul style="list-style-type: none"> <li>Range of available remedies may be brought against Issuer (e.g., forcing Issuer to raise taxes or revenues)</li> <li>Credit ratings negatively impacted</li> <li>Default could impact remarketing which could cause increase in debt service costs</li> <li>Access to capital markets impaired</li> </ul>
Issuer Ratings Downgrade Risk	Possibility that a downgrade of the issuer's rating(s) may result in optional tenders or an increase in fees payable to the bank providing the liquidity facility (VRDB, FRN, Index, Put Loans)	<ul style="list-style-type: none"> <li>Ratings change could impact remarketing which could cause an increase in debt service cost</li> <li>Higher liquidity facility fees resulting in higher cost of funds</li> </ul>
Liquidity Risk	Possibility that VRDB's cannot be successfully remarketing, resulting in Bank Bonds (VRDB)	<ul style="list-style-type: none"> <li>Increase in debt service costs due to higher bank bond rate and accelerated principle repayment</li> <li>May be required to refinance or term out the VRDO's</li> <li>Inability to refinance or possibly higher interest rates</li> </ul>
Liquidity Provider Default Risk	Possibility that the bank providing the liquidity facility supporting the VRDO's defaults in its obligations under the liquidity facility (VRDB)	<ul style="list-style-type: none"> <li>Issuer required to repay principal and accrued interest if Issuer is not able to refinance</li> <li>Increase in debt service costs</li> </ul>
Liquidity Provider Ratings Downgrade	Possibility that a downgrade of the liquidity provider's rating(s) may result in optional tenders (VRDB)	<ul style="list-style-type: none"> <li>Ratings change could impact remarketing which could cause an increase in debt service cost</li> </ul>
Refinancing Risk	Possibility that the FRN, Index or Put Loan cannot be remarketed or refinanced (FRN, Index, Put Loans)	<ul style="list-style-type: none"> <li>Hard Put: must repay principal and accrued interest or Event of Default</li> <li>Soft Put: higher interest rate on debt and higher debt service costs up to maximum rate</li> <li>Increase in debt service costs upon any refinancing</li> <li>Inability to refinance or possibly higher interest rates</li> </ul>
Regulatory Risk	Possibility that prospective regulatory requirements increase cost of obtaining and maintaining the liquidity facility (VRDB, FRN, Index, Put Loans)	<ul style="list-style-type: none"> <li>Increase in debt service costs</li> <li>Higher liquidity facility fees resulting in higher cost of funds</li> </ul>
Reinvestment Risk	Possibility that the issuer may be unable to invest unspent proceeds at or near the interest rate on the bonds (VRDB, FRN, Index, Put Loans)	<ul style="list-style-type: none"> <li>Negative arbitrage resulting in higher cost of funds</li> </ul>
Remarketing Risk	Possibility that the remarketing agent does not perform its duties in a satisfactory manner or may resign or cease its remarketing efforts (VRDB)	<ul style="list-style-type: none"> <li>Higher interest rates</li> <li>Difficulty remarketing the VRDO's</li> <li>May require appointment of a successor remarketing agent</li> </ul>
Renewal Risk	Possibility that the facility or loan will not be extended for a successive commitment period or not be replaced at a reasonable cost (VRDB, FRN, Index, Put Loans)	<ul style="list-style-type: none"> <li>Issuer required to repay principal and accrued interest on tender date if issuer is not able to refinance</li> <li>Increase in debt service costs</li> </ul>
Tax Compliance Risk	For tax exempt bonds, possibility that failure to comply with tax related covenants result in the bonds becoming taxable obligations (VRDB, FRN, Index, Put Loans)	<ul style="list-style-type: none"> <li>Increase in debt service costs retroactively to date of issuance</li> <li>Possible mandatory redemption of bonds affected</li> <li>Risk of IRS audit</li> <li>Difficulty in refinancing the bonds</li> <li>Access to tax exempt market impacted</li> <li>Difficulty in issuing future tax-exempt debt</li> </ul>

**Anderson County, Tennessee**  
**Preliminary Funding Analysis - Claxton School**

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**Anderson County, Tennessee**  
**Total Combined Outstanding Debt Service**  
**Rural School Fund - Rural Elementary School Fund**

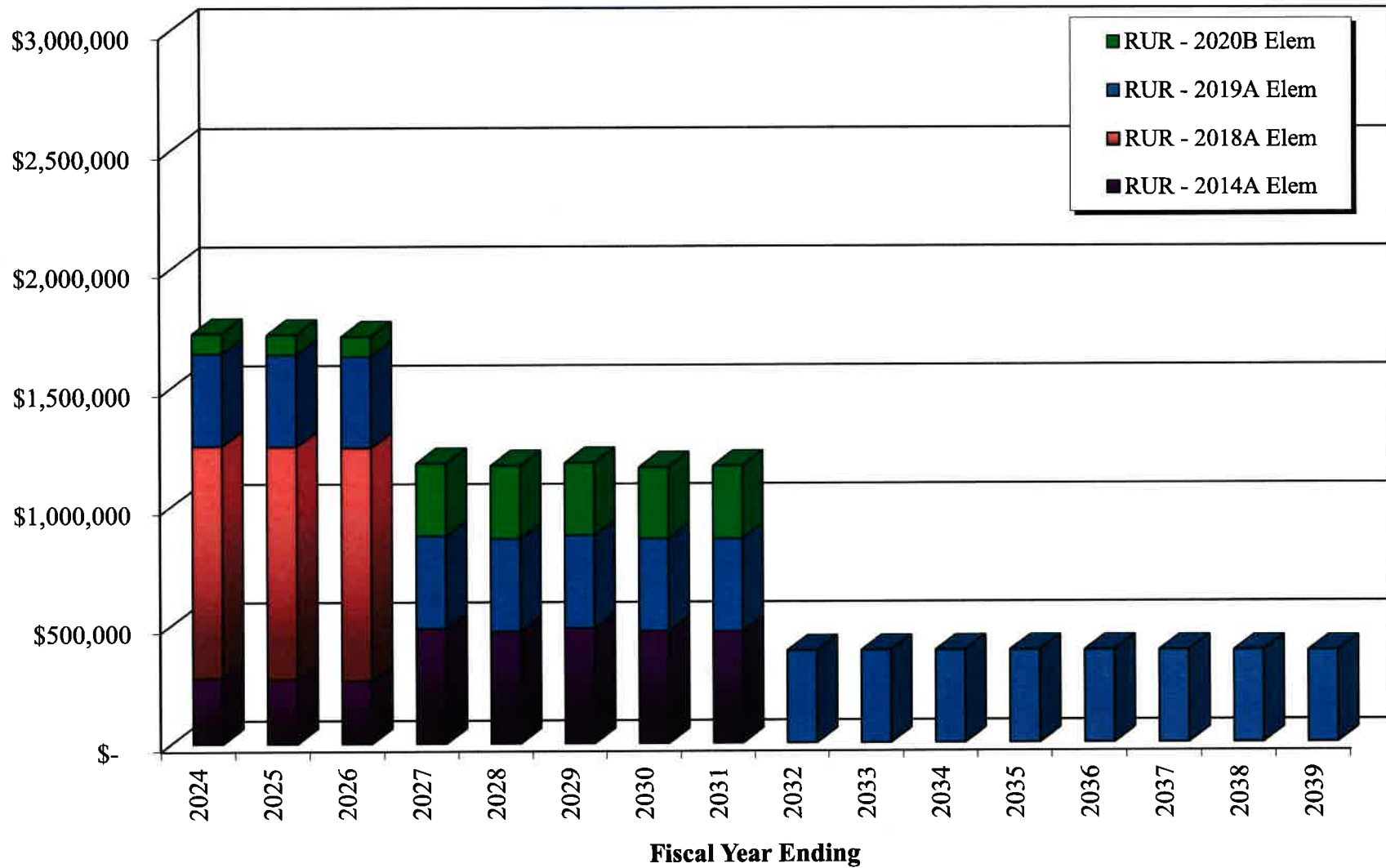
**Aggregate Debt Service**

Date	Principal	Interest	Total P+I
06/30/2023	-	-	-
06/30/2024	1,300,000.00	430,512.50	1,730,512.50
06/30/2025	1,355,000.00	370,512.50	1,725,512.50
06/30/2026	1,410,000.00	307,762.50	1,717,762.50
06/30/2027	940,000.00	242,262.50	1,182,262.50
06/30/2028	960,000.00	212,775.00	1,172,775.00
06/30/2029	1,005,000.00	179,737.50	1,184,737.50
06/30/2030	1,020,000.00	145,212.50	1,165,212.50
06/30/2031	1,055,000.00	115,737.50	1,170,737.50
06/30/2032	305,000.00	85,237.50	390,237.50
06/30/2033	315,000.00	76,087.50	391,087.50
06/30/2034	325,000.00	66,637.50	391,637.50
06/30/2035	335,000.00	56,887.50	391,887.50
06/30/2036	345,000.00	46,837.50	391,837.50
06/30/2037	355,000.00	36,056.26	391,056.26
06/30/2038	365,000.00	24,518.76	389,518.76
06/30/2039	375,000.00	12,656.26	387,656.26
<b>Total</b>	<b>\$11,765,000.00</b>	<b>\$2,409,431.28</b>	<b>\$14,174,431.28</b>

**Par Amounts Of Selected Issues**

RUR - 2014A - TMBF - 5-1-2024.....	2,810,000.00
RUR - 2018A - 2010 Bonds - NC.....	2,670,000.00
RUR - 2019A - 5-1-2026.....	4,835,000.00
RUR - 2020B - 5-1-2029.....	1,450,000.00
<b>TOTAL.....</b>	<b>11,765,000.00</b>

## Anderson County, Tennessee Total Combined Outstanding Debt Service - Rural School Debt Service Fund





**\$10,000,000**

Anderson County, Tennessee  
Rural Elementary School Bonds, Series 2024

**Estimated Debt Service - Phase 1 - Option 1**

Date	Principal	Coupon	Interest	Total P+I	Existing Rural Debt Service	Estimated New Rural Debt Service
06/30/2025	-	-	200,000.00	200,000.00	1,725,512.50	1,925,512.50
06/30/2026	-	-	400,000.00	400,000.00	1,717,762.50	2,117,762.50
06/30/2027	100,000.00	4.000%	400,000.00	500,000.00	1,182,262.50	1,682,262.50
06/30/2028	210,000.00	4.000%	396,000.00	606,000.00	1,172,775.00	1,778,775.00
06/30/2029	220,000.00	4.000%	387,600.00	607,600.00	1,184,737.50	1,792,337.50
06/30/2030	225,000.00	4.000%	378,800.00	603,800.00	1,165,212.50	1,769,012.50
06/30/2031	235,000.00	4.000%	369,800.00	604,800.00	1,170,737.50	1,775,537.50
06/30/2032	245,000.00	4.000%	360,400.00	605,400.00	390,237.50	995,637.50
06/30/2033	255,000.00	4.000%	350,600.00	605,600.00	391,087.50	996,687.50
06/30/2034	265,000.00	4.000%	340,400.00	605,400.00	391,637.50	997,037.50
06/30/2035	275,000.00	4.000%	329,800.00	604,800.00	391,887.50	996,687.50
06/30/2036	285,000.00	4.000%	318,800.00	603,800.00	391,837.50	995,637.50
06/30/2037	300,000.00	4.000%	307,400.00	607,400.00	391,056.26	998,456.26
06/30/2038	310,000.00	4.000%	295,400.00	605,400.00	389,518.76	994,918.76
06/30/2039	325,000.00	4.000%	283,000.00	608,000.00	387,656.26	995,656.26
06/30/2040	335,000.00	4.000%	270,000.00	605,000.00	-	605,000.00
06/30/2041	350,000.00	4.000%	256,600.00	606,600.00	-	606,600.00
06/30/2042	365,000.00	4.000%	242,600.00	607,600.00	-	607,600.00
06/30/2043	380,000.00	4.000%	228,000.00	608,000.00	-	608,000.00
06/30/2044	395,000.00	4.000%	212,800.00	607,800.00	-	607,800.00
06/30/2045	410,000.00	4.000%	197,000.00	607,000.00	-	607,000.00
06/30/2046	425,000.00	4.000%	180,600.00	605,600.00	-	605,600.00
06/30/2047	445,000.00	4.000%	163,600.00	608,600.00	-	608,600.00
06/30/2048	460,000.00	4.000%	145,800.00	605,800.00	-	605,800.00
06/30/2049	480,000.00	4.000%	127,400.00	607,400.00	-	607,400.00
06/30/2050	500,000.00	4.000%	108,200.00	608,200.00	-	608,200.00
06/30/2051	520,000.00	4.000%	88,200.00	608,200.00	-	608,200.00
06/30/2052	540,000.00	4.000%	67,400.00	607,400.00	-	607,400.00
06/30/2053	560,000.00	4.000%	45,800.00	605,800.00	-	605,800.00
06/30/2054	585,000.00	4.000%	23,400.00	608,400.00	-	608,400.00
<b>Total</b>	<b>\$10,000,000.00</b>	<b>-</b>	<b>\$7,475,400.00</b>	<b>\$17,475,400.00</b>	<b>\$12,443,918.78</b>	<b>\$29,919,318.78</b>

**Date And Term Structure**

Dated.....	11/01/2024
First Coupon Date.....	5/01/2025
Frequency of Interest Payments.....	2 Per Year
First Serial Maturity Date.....	5/01/2027

**Yield Statistics**

Average Coupon.....	4.0000000%
Weighted Average Maturity.....	18.689 Years

**\$10,000,000**  
**Anderson County, Tennessee**  
**Rural Elementary School Bonds, Series 2025**

**Estimated Debt Service - Phase 2 - Option 1**

Date	Principal	Coupon	Interest	Total P+I	Existing Rural Debt Service + Phase 1	Estimated New Rural Debt Service
06/30/2025	-	-	-	-	-	-
06/30/2026	-	-	398,888.89	398,888.89	2,117,762.50	2,516,651.39
06/30/2027	-	-	400,000.00	400,000.00	1,682,262.50	2,082,262.50
06/30/2028	100,000.00	4.000%	400,000.00	500,000.00	1,778,775.00	2,278,775.00
06/30/2029	210,000.00	4.000%	396,000.00	606,000.00	1,792,337.50	2,398,337.50
06/30/2030	220,000.00	4.000%	387,600.00	607,600.00	1,769,012.50	2,376,612.50
06/30/2031	225,000.00	4.000%	378,800.00	603,800.00	1,775,537.50	2,379,337.50
06/30/2032	235,000.00	4.000%	369,800.00	604,800.00	995,637.50	1,600,437.50
06/30/2033	245,000.00	4.000%	360,400.00	605,400.00	996,687.50	1,602,087.50
06/30/2034	255,000.00	4.000%	350,600.00	605,600.00	997,037.50	1,602,637.50
06/30/2035	265,000.00	4.000%	340,400.00	605,400.00	996,687.50	1,602,087.50
06/30/2036	275,000.00	4.000%	329,800.00	604,800.00	995,637.50	1,600,437.50
06/30/2037	285,000.00	4.000%	318,800.00	603,800.00	998,456.26	1,602,256.26
06/30/2038	300,000.00	4.000%	307,400.00	607,400.00	994,918.76	1,602,318.76
06/30/2039	310,000.00	4.000%	295,400.00	605,400.00	995,656.26	1,601,056.26
06/30/2040	325,000.00	4.000%	283,000.00	608,000.00	605,000.00	1,213,000.00
06/30/2041	335,000.00	4.000%	270,000.00	605,000.00	606,600.00	1,211,600.00
06/30/2042	350,000.00	4.000%	256,600.00	606,600.00	607,600.00	1,214,200.00
06/30/2043	365,000.00	4.000%	242,600.00	607,600.00	608,000.00	1,215,600.00
06/30/2044	380,000.00	4.000%	228,000.00	608,000.00	607,800.00	1,215,800.00
06/30/2045	395,000.00	4.000%	212,800.00	607,800.00	607,000.00	1,214,800.00
06/30/2046	410,000.00	4.000%	197,000.00	607,000.00	605,600.00	1,212,600.00
06/30/2047	425,000.00	4.000%	180,600.00	605,600.00	608,600.00	1,214,200.00
06/30/2048	445,000.00	4.000%	163,600.00	608,600.00	605,800.00	1,214,400.00
06/30/2049	460,000.00	4.000%	145,800.00	605,800.00	607,400.00	1,213,200.00
06/30/2050	480,000.00	4.000%	127,400.00	607,400.00	608,200.00	1,215,600.00
06/30/2051	500,000.00	4.000%	108,200.00	608,200.00	608,200.00	1,216,400.00
06/30/2052	520,000.00	4.000%	88,200.00	608,200.00	607,400.00	1,215,600.00
06/30/2053	540,000.00	4.000%	67,400.00	607,400.00	605,800.00	1,213,200.00
06/30/2054	560,000.00	4.000%	45,800.00	605,800.00	608,400.00	1,214,200.00
06/30/2055	585,000.00	4.000%	23,400.00	608,400.00	-	608,400.00
<b>Total</b>	<b>\$10,000,000.00</b>	<b>-</b>	<b>\$7,674,288.89</b>	<b>\$17,674,288.89</b>	<b>\$27,993,806.28</b>	<b>\$45,668,095.17</b>

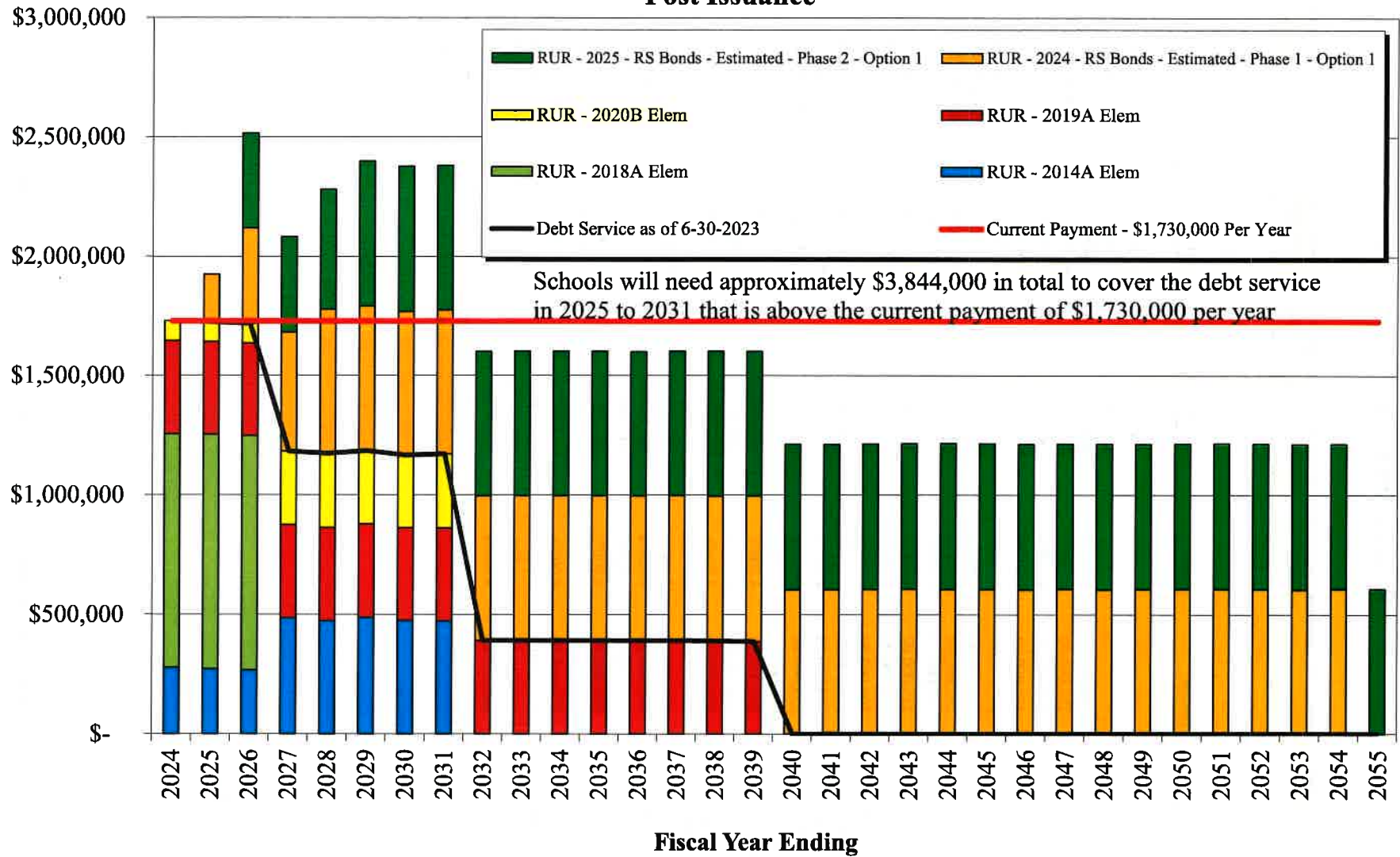
**Date And Term Structure**

Dated.....	5/02/2025
First Coupon Date.....	11/01/2025
Frequency of Interest Payments.....	2 Per Year
First Serial Maturity Date.....	5/01/2028

**Yield Statistics**

Average Coupon.....	4.0000000%
Weighted Average Maturity.....	19.186 Years

# **Anderson County, Tennessee** **Total Combined Outstanding Debt Service - Rural Elementary School Fund** **Post Issuance**



**\$10,000,000**

Anderson County, Tennessee  
Rural Elementary School Bonds, Series 2024

**Estimated Debt Service - Phase 1 - Option 2**

Date	Principal	Coupon	Interest	Total P+I	Existing Rural Debt Service	Estimated New Rural Debt Service
06/30/2025	-	-	200,000.00	200,000.00	1,725,512.50	1,925,512.50
06/30/2026	-	-	400,000.00	400,000.00	1,717,762.50	2,117,762.50
06/30/2027	100,000.00	4.000%	400,000.00	500,000.00	1,182,262.50	1,682,262.50
06/30/2028	210,000.00	4.000%	396,000.00	606,000.00	1,172,775.00	1,778,775.00
06/30/2029	220,000.00	4.000%	387,600.00	607,600.00	1,184,737.50	1,792,337.50
06/30/2030	225,000.00	4.000%	378,800.00	603,800.00	1,165,212.50	1,769,012.50
06/30/2031	235,000.00	4.000%	369,800.00	604,800.00	1,170,737.50	1,775,537.50
06/30/2032	245,000.00	4.000%	360,400.00	605,400.00	390,237.50	995,637.50
06/30/2033	255,000.00	4.000%	350,600.00	605,600.00	391,087.50	996,687.50
06/30/2034	265,000.00	4.000%	340,400.00	605,400.00	391,637.50	997,037.50
06/30/2035	275,000.00	4.000%	329,800.00	604,800.00	391,887.50	996,687.50
06/30/2036	285,000.00	4.000%	318,800.00	603,800.00	391,837.50	995,637.50
06/30/2037	300,000.00	4.000%	307,400.00	607,400.00	391,056.26	998,456.26
06/30/2038	310,000.00	4.000%	295,400.00	605,400.00	389,518.76	994,918.76
06/30/2039	325,000.00	4.000%	283,000.00	608,000.00	387,656.26	995,656.26
06/30/2040	335,000.00	4.000%	270,000.00	605,000.00	-	605,000.00
06/30/2041	350,000.00	4.000%	256,600.00	606,600.00	-	606,600.00
06/30/2042	365,000.00	4.000%	242,600.00	607,600.00	-	607,600.00
06/30/2043	380,000.00	4.000%	228,000.00	608,000.00	-	608,000.00
06/30/2044	395,000.00	4.000%	212,800.00	607,800.00	-	607,800.00
06/30/2045	410,000.00	4.000%	197,000.00	607,000.00	-	607,000.00
06/30/2046	425,000.00	4.000%	180,600.00	605,600.00	-	605,600.00
06/30/2047	445,000.00	4.000%	163,600.00	608,600.00	-	608,600.00
06/30/2048	460,000.00	4.000%	145,800.00	605,800.00	-	605,800.00
06/30/2049	480,000.00	4.000%	127,400.00	607,400.00	-	607,400.00
06/30/2050	500,000.00	4.000%	108,200.00	608,200.00	-	608,200.00
06/30/2051	520,000.00	4.000%	88,200.00	608,200.00	-	608,200.00
06/30/2052	540,000.00	4.000%	67,400.00	607,400.00	-	607,400.00
06/30/2053	560,000.00	4.000%	45,800.00	605,800.00	-	605,800.00
06/30/2054	585,000.00	4.000%	23,400.00	608,400.00	-	608,400.00
<b>Total</b>	<b>\$10,000,000.00</b>	<b>-</b>	<b>\$7,475,400.00</b>	<b>\$17,475,400.00</b>	<b>\$12,443,918.78</b>	<b>\$29,919,318.78</b>

**Date And Term Structure**

Dated.....	11/01/2024
First Coupon Date.....	5/01/2025
Frequency of Interest Payments.....	2 Per Year
First Serial Maturity Date.....	5/01/2027

**Yield Statistics**

Average Coupon.....	4.0000000%
Weighted Average Maturity.....	18.689 Years

**\$15,000,000**

**Anderson County, Tennessee**  
**Rural Elementary School Bonds, Series 2025**

**Estimated Debt Service - Phase 2 - Option 2**

Date	Principal	Coupon	Interest	Total P+I	Existing Rural Debt Service + Phase 1	Estimated New Rural Debt Service
06/30/2025	-	-	-	-	-	-
06/30/2026	-	-	598,333.33	598,333.33	2,117,762.50	2,716,095.83
06/30/2027	-	-	600,000.00	600,000.00	1,682,262.50	2,282,262.50
06/30/2028	100,000.00	4.000%	600,000.00	700,000.00	1,778,775.00	2,478,775.00
06/30/2029	315,000.00	4.000%	596,000.00	911,000.00	1,792,337.50	2,703,337.50
06/30/2030	330,000.00	4.000%	583,400.00	913,400.00	1,769,012.50	2,682,412.50
06/30/2031	345,000.00	4.000%	570,200.00	915,200.00	1,775,537.50	2,690,737.50
06/30/2032	355,000.00	4.000%	556,400.00	911,400.00	995,637.50	1,907,037.50
06/30/2033	370,000.00	4.000%	542,200.00	912,200.00	996,687.50	1,908,887.50
06/30/2034	385,000.00	4.000%	527,400.00	912,400.00	997,037.50	1,909,437.50
06/30/2035	400,000.00	4.000%	512,000.00	912,000.00	996,687.50	1,908,687.50
06/30/2036	415,000.00	4.000%	496,000.00	911,000.00	995,637.50	1,906,637.50
06/30/2037	435,000.00	4.000%	479,400.00	914,400.00	998,456.26	1,912,856.26
06/30/2038	450,000.00	4.000%	462,000.00	912,000.00	994,918.76	1,906,918.76
06/30/2039	470,000.00	4.000%	444,000.00	914,000.00	995,656.26	1,909,656.26
06/30/2040	485,000.00	4.000%	425,200.00	910,200.00	605,000.00	1,515,200.00
06/30/2041	505,000.00	4.000%	405,800.00	910,800.00	606,600.00	1,517,400.00
06/30/2042	525,000.00	4.000%	385,600.00	910,600.00	607,600.00	1,518,200.00
06/30/2043	550,000.00	4.000%	364,600.00	914,600.00	608,000.00	1,522,600.00
06/30/2044	570,000.00	4.000%	342,600.00	912,600.00	607,800.00	1,520,400.00
06/30/2045	595,000.00	4.000%	319,800.00	914,800.00	607,000.00	1,521,800.00
06/30/2046	615,000.00	4.000%	296,000.00	911,000.00	605,600.00	1,516,600.00
06/30/2047	640,000.00	4.000%	271,400.00	911,400.00	608,600.00	1,520,000.00
06/30/2048	665,000.00	4.000%	245,800.00	910,800.00	605,800.00	1,516,600.00
06/30/2049	695,000.00	4.000%	219,200.00	914,200.00	607,400.00	1,521,600.00
06/30/2050	720,000.00	4.000%	191,400.00	911,400.00	608,200.00	1,519,600.00
06/30/2051	750,000.00	4.000%	162,600.00	912,600.00	608,200.00	1,520,800.00
06/30/2052	780,000.00	4.000%	132,600.00	912,600.00	607,400.00	1,520,000.00
06/30/2053	810,000.00	4.000%	101,400.00	911,400.00	605,800.00	1,517,200.00
06/30/2054	845,000.00	4.000%	69,000.00	914,000.00	608,400.00	1,522,400.00
06/30/2055	880,000.00	4.000%	35,200.00	915,200.00	-	915,200.00
<b>Total</b>	<b>\$15,000,000.00</b>	<b>-</b>	<b>\$11,535,533.33</b>	<b>\$26,535,533.33</b>	<b>\$27,993,806.28</b>	<b>\$54,529,339.61</b>

**Date And Term Structure**

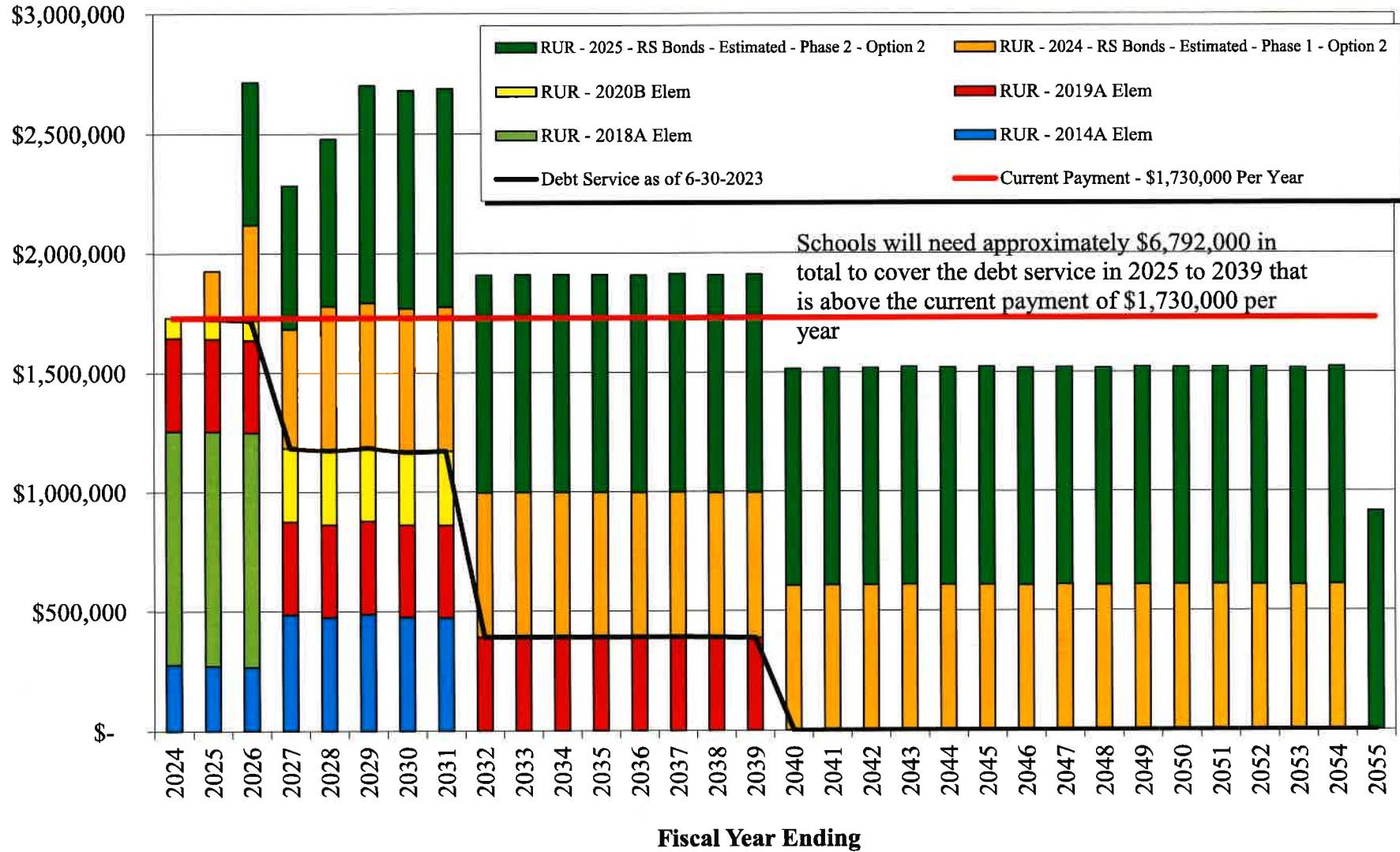
Dated.....	5/02/2025
First Coupon Date.....	11/01/2025
Frequency of Interest Payments.....	2 Per Year
First Serial Maturity Date.....	5/01/2028

**Yield Statistics**

Average Coupon.....	4.0000000%
Weighted Average Maturity.....	19.226 Years



## Anderson County, Tennessee Total Combined Outstanding Debt Service - Rural Elementary School Fund Post Issuance



**\$10,000,000**

Anderson County, Tennessee  
Rural Elementary School Bonds, Series 2024

**Estimated Debt Service - Phase 1 - Option 3**

Date	Principal	Coupon	Interest	Total P+I	Existing Rural Debt Service	Estimated New Rural Debt Service
06/30/2025	-	-	200,000.00	200,000.00	1,725,512.50	1,925,512.50
06/30/2026	-	-	400,000.00	400,000.00	1,717,762.50	2,117,762.50
06/30/2027	100,000.00	4.000%	400,000.00	500,000.00	1,182,262.50	1,682,262.50
06/30/2028	210,000.00	4.000%	396,000.00	606,000.00	1,172,775.00	1,778,775.00
06/30/2029	220,000.00	4.000%	387,600.00	607,600.00	1,184,737.50	1,792,337.50
06/30/2030	225,000.00	4.000%	378,800.00	603,800.00	1,165,212.50	1,769,012.50
06/30/2031	235,000.00	4.000%	369,800.00	604,800.00	1,170,737.50	1,775,537.50
06/30/2032	245,000.00	4.000%	360,400.00	605,400.00	390,237.50	995,637.50
06/30/2033	255,000.00	4.000%	350,600.00	605,600.00	391,087.50	996,687.50
06/30/2034	265,000.00	4.000%	340,400.00	605,400.00	391,637.50	997,037.50
06/30/2035	275,000.00	4.000%	329,800.00	604,800.00	391,887.50	996,687.50
06/30/2036	285,000.00	4.000%	318,800.00	603,800.00	391,837.50	995,637.50
06/30/2037	300,000.00	4.000%	307,400.00	607,400.00	391,056.26	998,456.26
06/30/2038	310,000.00	4.000%	295,400.00	605,400.00	389,518.76	994,918.76
06/30/2039	325,000.00	4.000%	283,000.00	608,000.00	387,656.26	995,656.26
06/30/2040	335,000.00	4.000%	270,000.00	605,000.00	-	605,000.00
06/30/2041	350,000.00	4.000%	256,600.00	606,600.00	-	606,600.00
06/30/2042	365,000.00	4.000%	242,600.00	607,600.00	-	607,600.00
06/30/2043	380,000.00	4.000%	228,000.00	608,000.00	-	608,000.00
06/30/2044	395,000.00	4.000%	212,800.00	607,800.00	-	607,800.00
06/30/2045	410,000.00	4.000%	197,000.00	607,000.00	-	607,000.00
06/30/2046	425,000.00	4.000%	180,600.00	605,600.00	-	605,600.00
06/30/2047	445,000.00	4.000%	163,600.00	608,600.00	-	608,600.00
06/30/2048	460,000.00	4.000%	145,800.00	605,800.00	-	605,800.00
06/30/2049	480,000.00	4.000%	127,400.00	607,400.00	-	607,400.00
06/30/2050	500,000.00	4.000%	108,200.00	608,200.00	-	608,200.00
06/30/2051	520,000.00	4.000%	88,200.00	608,200.00	-	608,200.00
06/30/2052	540,000.00	4.000%	67,400.00	607,400.00	-	607,400.00
06/30/2053	560,000.00	4.000%	45,800.00	605,800.00	-	605,800.00
06/30/2054	585,000.00	4.000%	23,400.00	608,400.00	-	608,400.00
<b>Total</b>	<b>\$10,000,000.00</b>	<b>-</b>	<b>\$7,475,400.00</b>	<b>\$17,475,400.00</b>	<b>\$12,443,918.78</b>	<b>\$29,919,318.78</b>

**Date And Term Structure**

Dated.....	11/01/2024
First Coupon Date.....	5/01/2025
Frequency of Interest Payments.....	2 Per Year
First Serial Maturity Date.....	5/01/2027

**Yield Statistics**

Average Coupon.....	4.0000000%
Weighted Average Maturity.....	18.689 Years

**\$20,000,000**  
**Anderson County, Tennessee**  
**Rural Elementary School Bonds, Series 2025**

**Estimated Debt Service - Phase 2 - Option 3**

Date	Principal	Coupon	Interest	Total P+I	Existing Rural Debt Service + Phase 1	Estimated New Rural Debt Service
06/30/2025	-	-	-	-	-	-
06/30/2026	-	-	797,777.78	797,777.78	2,117,762.50	2,915,540.28
06/30/2027	-	-	800,000.00	800,000.00	1,682,262.50	2,482,262.50
06/30/2028	100,000.00	4.000%	800,000.00	900,000.00	1,778,775.00	2,678,775.00
06/30/2029	425,000.00	4.000%	796,000.00	1,221,000.00	1,792,337.50	3,013,337.50
06/30/2030	440,000.00	4.000%	779,000.00	1,219,000.00	1,769,012.50	2,988,012.50
06/30/2031	460,000.00	4.000%	761,400.00	1,221,400.00	1,775,537.50	2,996,937.50
06/30/2032	475,000.00	4.000%	743,000.00	1,218,000.00	995,637.50	2,213,637.50
06/30/2033	495,000.00	4.000%	724,000.00	1,219,000.00	996,687.50	2,215,687.50
06/30/2034	515,000.00	4.000%	704,200.00	1,219,200.00	997,037.50	2,216,237.50
06/30/2035	535,000.00	4.000%	683,600.00	1,218,600.00	996,687.50	2,215,287.50
06/30/2036	555,000.00	4.000%	662,200.00	1,217,200.00	995,637.50	2,212,837.50
06/30/2037	580,000.00	4.000%	640,000.00	1,220,000.00	998,456.26	2,218,456.26
06/30/2038	600,000.00	4.000%	616,800.00	1,216,800.00	994,918.76	2,211,718.76
06/30/2039	625,000.00	4.000%	592,800.00	1,217,800.00	995,656.26	2,213,456.26
06/30/2040	650,000.00	4.000%	567,800.00	1,217,800.00	605,000.00	1,822,800.00
06/30/2041	675,000.00	4.000%	541,800.00	1,216,800.00	606,600.00	1,823,400.00
06/30/2042	705,000.00	4.000%	514,800.00	1,219,800.00	607,600.00	1,827,400.00
06/30/2043	735,000.00	4.000%	486,600.00	1,221,600.00	608,000.00	1,829,600.00
06/30/2044	760,000.00	4.000%	457,200.00	1,217,200.00	607,800.00	1,825,000.00
06/30/2045	790,000.00	4.000%	426,800.00	1,216,800.00	607,000.00	1,823,800.00
06/30/2046	825,000.00	4.000%	395,200.00	1,220,200.00	605,600.00	1,825,800.00
06/30/2047	855,000.00	4.000%	362,200.00	1,217,200.00	608,600.00	1,825,800.00
06/30/2048	890,000.00	4.000%	328,000.00	1,218,000.00	605,800.00	1,823,800.00
06/30/2049	925,000.00	4.000%	292,400.00	1,217,400.00	607,400.00	1,824,800.00
06/30/2050	965,000.00	4.000%	255,400.00	1,220,400.00	608,200.00	1,828,600.00
06/30/2051	1,000,000.00	4.000%	216,800.00	1,216,800.00	608,200.00	1,825,000.00
06/30/2052	1,040,000.00	4.000%	176,800.00	1,216,800.00	607,400.00	1,824,200.00
06/30/2053	1,085,000.00	4.000%	135,200.00	1,220,200.00	605,800.00	1,826,000.00
06/30/2054	1,125,000.00	4.000%	91,800.00	1,216,800.00	608,400.00	1,825,200.00
06/30/2055	1,170,000.00	4.000%	46,800.00	1,216,800.00	-	1,216,800.00
<b>Total</b>	<b>\$20,000,000.00</b>	<b>-</b>	<b>\$15,396,377.78</b>	<b>\$35,396,377.78</b>	<b>\$27,993,806.28</b>	<b>\$63,390,184.06</b>

**Date And Term Structure**

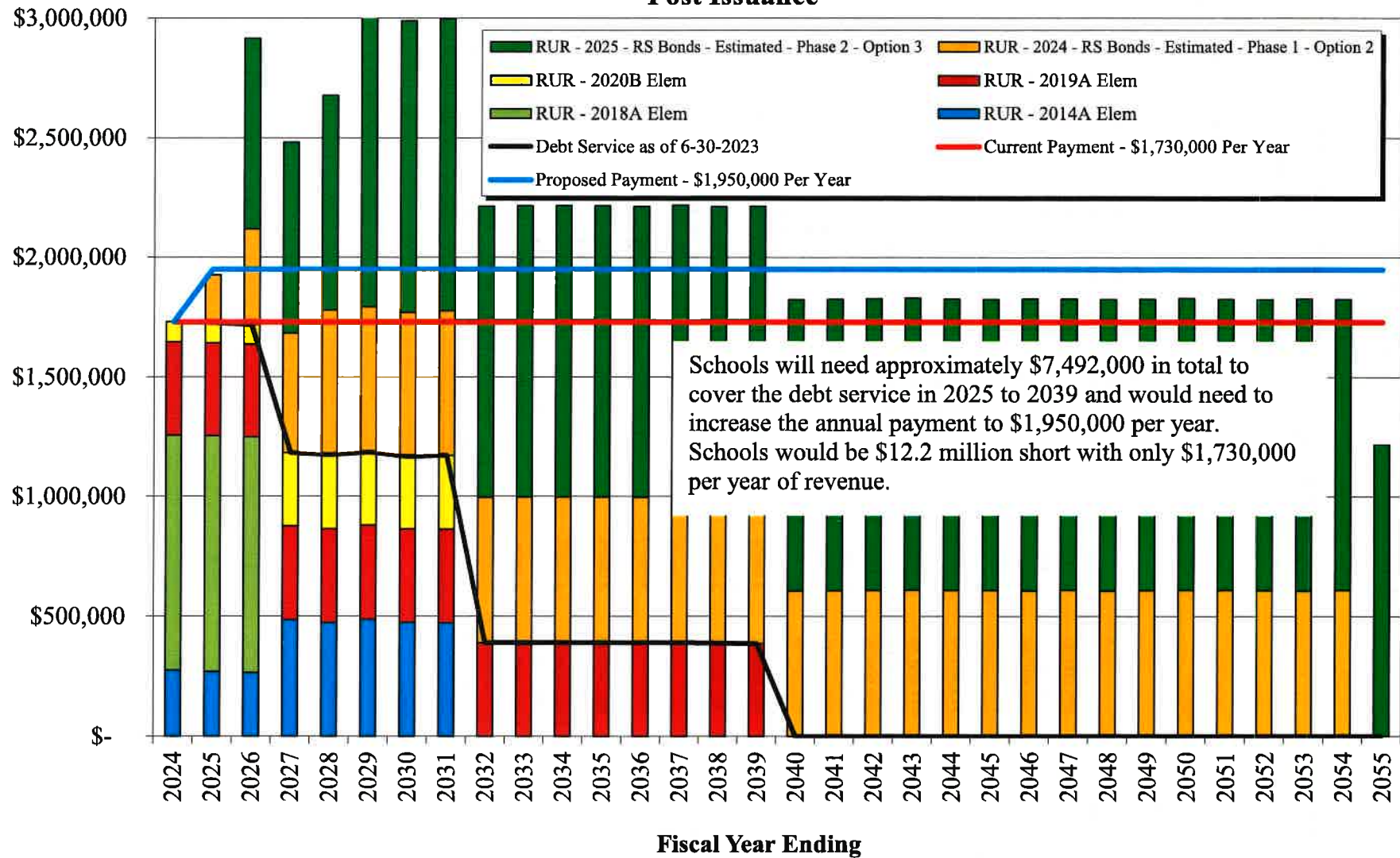
Dated.....	5/02/2025
First Coupon Date.....	11/01/2025
Frequency of Interest Payments.....	2 Per Year
First Serial Maturity Date.....	5/01/2028

**Yield Statistics**

Average Coupon.....	4.0000000%
Weighted Average Maturity.....	19.245 Years
Bond Year Dollars.....	\$384,909.44
Bond Yield for Arbitrage Purposes.....	4.0000084%
True Interest Cost (TIC).....	4.0000084%



### Anderson County, Tennessee Total Combined Outstanding Debt Service - Rural Elementary School Fund Post Issuance



Resolution No. 24-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE ISSUANCE OF RURAL ELEMENTARY SCHOOL BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY MILLION DOLLARS (\$20,000,000) OF ANDERSON COUNTY, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, pursuant to Sections 9-21-101 et seq., inclusive, and 49-3-1001, et seq., inclusive, Tennessee Code Annotated, as amended, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties for school purposes; and

WHEREAS, the Board of County Commissioners of the County hereby determines that it is necessary and advisable to issue not to exceed \$20,000,000 in aggregate principal amount of rural elementary school bonds, for the purpose of providing funds for (i) acquisition, construction, and equipping of the elementary schools for students residing outside the corporate limits of the City of Oak Ridge, Tennessee and the City of Clinton, Tennessee; (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing; (iii) reimbursement to the County for funds previously expended for the foregoing costs, if applicable; and (iv) payment of costs incurred in connection with the issuance and sale of the bonds authorized herein; and

WHEREAS, it is the intention of the Board of County Commissioners to adopt this resolution for the purpose of authorizing not to exceed \$20,000,000 in aggregate principal amount of said bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax within that portion of the County lying outside the corporate limits of the City of Oak Ridge, Tennessee and the City of Clinton, Tennessee, for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., inclusive, and 49-3-1001, et seq., inclusive, 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) "Bonds" means the not to exceed \$20,000,000 Rural Elementary School Bonds, Series 2024, of the County, having such series designation and dated date as shall be determined by the County Mayor pursuant to Section 6 hereof;

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

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

(e) "County Mayor" means the County Mayor of the County;

(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;

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

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

(j) "Municipal Advisor" for the Bonds authorized herein means Cumberland Securities Company, Inc., Knoxville, Tennessee;

(k) "Projects" means (i) acquisition, construction, and equipping of the elementary schools for students residing outside the corporate limits of the City of Oak Ridge, Tennessee and the City of Clinton, Tennessee; (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing; and

- (l) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to the terms hereof or any successor designated by the Governing Body.

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

- (a) In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy.
- (b) The Governing Body finds that the Municipal Advisor has provided the Governing Body with sufficient information regarding the estimated interest expense relating to the Bonds and costs of issuance of the Bonds for the Governing Body to make an informed decision in connection with the issuance of the Bonds in compliance with the County's Debt Management Policy.

Section 4. Authorization and Terms of the Bonds. (a) For the purpose of providing funds to finance (i) the costs of the Projects; (ii) reimbursement to the County for funds previously expended for costs of the Projects, if any; and (iii) payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued rural elementary school bonds of the County in the aggregate principal amount of not to exceed \$20,000,000. 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 Elementary School Bonds", and shall have such series designation or other designation and such dated date as shall be determined by the County Mayor pursuant to Section 7 hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate or rates permitted by applicable Tennessee law, payable (subject to the adjustments permitted under Section 8) semi-annually on May 1 and November 1 in each year, commencing May 1, 2025. 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 7 hereof, the Bonds and any series thereof, shall mature serially or be subject to mandatory redemption and shall be payable on May 1, subject to prior optional redemption as hereinafter provided, in the years 2027 through 2055, inclusive. The Mayor is hereby directed and authorized to establish the annual principal payments and final debt service schedule for the Bonds as is provided in Section 8 hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, Bonds maturing on May 1, 2034 and thereafter shall be subject to redemption prior to maturity at the option of the County on May 1, 2033 and thereafter, as a whole or in part, at any time, at the redemption price of par plus accrued interest to the redemption date.

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

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

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

(c) Pursuant to the terms of 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 the terms of Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms of 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 Term 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 Term 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 Term 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 Term 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 twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the 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, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Governing Body hereby authorizes and directs the County Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed or the Registration Agent for the Bonds is hereby authorized and directed 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 included therein completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after 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 attested by the manual or facsimile signature of the County Clerk.

(j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be



issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody or a custodian of DTC. The selected Registration Agent will be a custodian and agent for DTC, and the Bonds are expected to be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

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

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

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) to the extent permitted by the rules of DTC, the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully registered Bonds, as the case may be. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement

Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certified 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.

If the Bonds are sold to a single purchaser that certifies that it does not intend to re-offer the Bonds to the public, then the Registration Agent may deliver fully registered Bonds to the purchaser without utilizing the Book-Entry System and the form of the Bond in Section 6 hereof shall be so conformed.

(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. Security 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 corporate limits of the City of Oak Ridge, Tennessee and the City of Clinton, Tennessee. For the prompt payment of principal of, premium, if any, and interest on the Bonds, and subject to the limitation in the preceding sentence, the full faith and credit of the County are hereby irrevocably pledged.

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 \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF ANDERSON  
RURAL ELEMENTARY SCHOOL BOND, SERIES 2024

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

Registered Owner: CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, Anderson 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 May 1, 2025, and semi-annually thereafter on the first day of May and November 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 office of Regions Bank, Nashville, Tennessee, 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 or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, and interest, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining,

supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) to the extent permitted by the rules of DTC, the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to 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.

Bonds maturing on May 1, 2034 and thereafter shall be subject to redemption prior to maturity at the option of the County on May 1, 2033 and thereafter, as a whole or in part, at any time, at the redemption price of par plus accrued interest to the redemption date.

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

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

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

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds



of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent in the same manner as is described above for optional redemption. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<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 any call for redemption shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such

notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and 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 Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the designated office of the Registration Agent, 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 \$20,000,000 and issued by the County for the purpose of providing funds for (i) acquisition, construction, and equipping of the elementary schools for students residing outside the corporate limits of the City of Oak Ridge, Tennessee and the City of Clinton, Tennessee; (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing; (iii) reimbursement to the

County for funds previously expended for the foregoing costs, if applicable; and (iv) payment of costs incurred in connection with the issuance and sale of the bonds of the issue of which this Bond is one, pursuant to Sections 9-21-101 et seq., inclusive, and 49-3-1001, et seq., inclusive, Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on the 21<sup>st</sup> day of October, 2024 (the "Resolution") which is incorporated herein by reference. Capitalized terms used in this Bond and not otherwise defined shall have the meanings given in such terms in the Resolution.

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the County lying outside the corporate limits of the City of Oak Ridge, Tennessee and the City of Clinton, Tennessee. For the prompt payment of principal of, premium, if any, and interest on the Bonds, and subject to the limitation in the preceding sentence, the full faith and credit of the County are hereby irrevocably pledged. 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) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in 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 her manual or facsimile signature and attested by its County Clerk with his manual or facsimile signature as of the date hereinabove set forth.

ANDERSON COUNTY, TENNESSEE

By: FORM OF BOND – DO NOT SIGN  
County Mayor

ATTESTED:

FORM OF BOND – DO NOT SIGN  
County Clerk



Transferable and payable at the  
designated office of:

\_\_\_\_\_  
\_\_\_\_\_

Date of Registration: \_\_\_\_\_

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

\_\_\_\_\_  
Registration Agent

By: \_\_\_\_\_  
FORM OF BOND – DO NOT SIGN  
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 Anderson 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 corporate limits of the City of Oak Ridge, Tennessee and the City of Clinton, 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 any direct appropriations from other legally available funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds. (a) The Bonds shall be offered for competitive public sale, 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 Municipal Advisor. The Bonds, or any series thereof, shall be sold at public sale by physical delivery of bids or by electronic bidding means of an Internet bidding service as shall be determined by the County Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, and to make corresponding adjustments to the maturity schedule of each series designated in Section 4 hereof, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c) The County Mayor, upon consultation with the Municipal advisor, is further authorized, with respect to each series of Bonds:

- (1) to designate the dated date of the Bonds or any series thereof;
- (2) to specify the series designation of the Bonds, or any series thereof and/or to change the designation of the Bonds, or any series thereof, to a designation other than "Rural Elementary School Bonds";
- (3) to change the first interest payment date on the Bonds or any series thereof to a date other than May 1, 2025, provided that such date is not later than twelve months from the dated date of such series of Bonds;
- (4) to establish the principal and interest payment dates and determine maturity or mandatory redemption amounts of the Bonds or any series thereof, provided

that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein, (B) the final maturity date of each series shall be not later than the end of thirtieth fiscal year following the fiscal year in which that series is issued, (C) the average life of such series shall not exceed 25 years, and (D) the debt service schedule shall not result in balloon indebtedness requiring approval by the Comptroller of the State of Tennessee;

(5) to adjust or remove the County's optional redemption provisions relating to any Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) to 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 she shall deem most advantageous to the County; and

(7) 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 to achieve the purposes set forth herein and to serve the best interests of the County and to enter into agreements with such insurance company with respect to any series of Bonds to the extent not inconsistent with this Resolution.

(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 or 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 Elementary School 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. 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. 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.

(g) The County Mayor and County Clerk, or either of them, 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 and County Clerk are hereby authorized to enter into a contract with the Municipal Advisor, for municipal advisory services in connection with the sale of the Bonds and to execute an engagement letter with Bass, Berry & Sims PLC to serve as bond counsel for the issuance of the Bonds.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2024 Rural Elementary School Construction Fund (the "Construction Fund") to be kept separate and apart from all other funds of the County. If applicable, the County shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the County for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be expended only for the purposes authorized by this resolution. Any funds remaining in the Construction Fund after completion of the Projects and payment of authorized expenses shall be used to pay principal of and interest on the Bonds. Moneys in the Construction Fund shall be invested by the County Trustee in such investments as shall be permitted by applicable law. Earnings from such investments shall be placed in the Construction Fund, or at the direction of a legally authorized County official, used to pay debt service on the Bonds.

Section 10. Official Statement. The County Mayor and Finance Director of the County, or either of them, are hereby authorized and directed to provide for the preparation and distribution, electronic or otherwise, of a Preliminary Official Statement describing the Bonds and any other bonds or notes which in the discretion of the County Mayor are sold at the same time as the Bonds. After the Bonds have been sold, the County Mayor and Finance Director, or either 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 and Finance Director, or either of them, shall arrange for the delivery to the underwriter of a reasonable number of copies of the Official Statement within seven business days after the Bonds, or any emission thereof, have been sold to the Underwriter, to each potential investor requesting a copy of the Official Statement and to each person to whom such underwriter and members of its selling group initially sell the Bonds.

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

If the Bonds, or any emission thereof, are sold to a purchaser that does not intend to reoffer the Bonds to the public as evidenced by a certificate executed by the purchaser then an Official Statement is authorized but not required, as shall be determined by the County Mayor.

Section 11. Federal Tax Matters. The County expects that interest on the Bonds will be excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. In such case, the County agrees that it shall take no action which may cause the interest on any of said Bonds to be included in gross income for federal income taxation. It is the reasonable expectation of the Governing Body of the County 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 of the Code, 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 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming taxable. The County Mayor and County Clerk, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County.

Section 12. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways:



(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice); or

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

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

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

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

the principal of and interest on which are guaranteed by, the United States of America, which obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 13. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds and, at the option of the County Mayor, to a purchaser of the Bonds that certifies that such purchaser has no present intent to reoffer the Bonds. The County Mayor is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 14. Reimbursement. It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 15. Qualified Tax-Exempt Obligations. The Governing Body hereby authorizes the County Mayor to designate the Bonds, or any series thereof, as "qualified tax-exempt obligations", to the extent the Bonds, or any series thereof, may be so designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

Section 16. 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 17. 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 18. 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.

Adopted and approved this 21st day of October, 2024.

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County Mayor

Attest:

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County Clerk



STATE OF TENNESSEE                    )

COUNTY OF ANDERSON                )

I, Jeff Cole, certify that I am the duly qualified and acting County Clerk of Anderson County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on October 21, 2024; 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 not to exceed \$20,000,000 Rural Elementary School Bonds, Series 2024.

WITNESS my official signature of said County this \_\_\_\_\_ day of October 2024.

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County Clerk

## **Robby Holbrook**

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**From:** Katherine Kleehammer  
**Sent:** Wednesday, October 9, 2024 3:19 PM  
**To:** Robby Holbrook  
**Subject:** FW: Possible contract approval change

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**From:** Katherine Kleehammer  
**Sent:** Thursday, August 29, 2024 10:21 AM  
**To:** Randy Walters <[rwalters@andersoncountyttn.gov](mailto:rwalters@andersoncountyttn.gov)>  
**Subject:** Possible contract approval change

Randy,

Here is the idea – only require Committee approval for contracts that obligate future fiscal year funds.

This would remove the following:

- Multi-year Grants that don't require a match
- Multi-year subscriptions that are fully paid out of current year funds
- Multi-year contracts that we are not obligating ourselves to – ex., supplies contracts

Katherine Kleehammer  
Anderson County Deputy Purchasing Agent  
865-463-6841  
[kkleehammer@andersoncountyttn.gov](mailto:kkleehammer@andersoncountyttn.gov)

## Private Acts of 2006 Chapter 77

**SECTION 1.** The Office of the County Law Director for Anderson County, Tennessee, is hereby created and established and shall exist at all times from and after September 1, 2006. The office will be managed and supervised exclusively by the county law director.

**SECTION 2.** The Legal Services Advisory Committee is hereby created to assist with the implementation and establishment of the Office of the County Law Director and the development of its policies and procedures. The county law director will meet with the advisory committee to update and notify the members of recent legal issues within the county government at regular intervals to be determined by the advisory committee. The advisory committee shall monitor and provide oversight to the Office of the County Law Director and its director for the purpose of providing assistance when needed, evaluation concerns and monitoring for policy compliance purposes. The advisory committee will develop the job description and required qualifications for the law director and staff, and will also develop the selection process for the director's position. Upon two-thirds (2/3) majority vote the advisory committee will select and recommend a candidate for final confirmation by majority vote of the Anderson County legislative body. The voting members of the Legal Services Advisory Committee shall consist of the following elected officials of Anderson County.

1. County mayor,
2. County clerk,
3. Circuit court clerk,
4. Highway superintendent,
5. Assessor of property,
6. Register of deeds,
7. Sheriff,
8. Trustee, and
9. Three (3) members from the county legislative body, as selected by their membership.

The Legal Services Advisory Committee shall select a chairperson and secretary from their membership body. The chairperson shall be responsible for conducting each meeting and the secretary shall record and maintain the official minutes of the committee. These officers shall serve for one-year terms.

Nothing contained within this act shall prohibit the Legal Services Advisory Committee from commencing with their duties under this act prior to September 1, 2006.

**SECTION 3.** The county law director shall devote his or her full-time legal employment to the duties of the Office of the County Law Director and shall not represent any other clients in the practice of law while holding office as the county law director.

**SECTION 4.** The law director shall be a licensed Tennessee attorney; graduate of an ABA accredited law school; duly licensed and admitted to practice law in the courts of the State of Tennessee, Federal District Court for the Eastern District of Tennessee, Sixth Circuit Court of Appeals and the United States Supreme Court; and a resident of Anderson County, or capable of becoming a resident within six (6) months of appointment to the position. The Legal Services Advisory Committee is authorized to promulgate and establish additional mandatory job requirements and preferred job requirements for the position of county law director and his or her additional staff members.

**SECTION 5.** The annual salary of the county law director is hereby established at a minimum floor of ninety percent (90%) of the annual salary paid to the Anderson County General Sessions Court judges and shall be payable out of the general funds of Anderson County in equal installments on the same dates as other general fund employees. The county law director and his or her staff shall be eligible for all employee benefits offered to other Anderson County employees including, but not limited to: all insurance coverage plans and policies; retirement plans; vacation, sick and personal leave; holiday pay; and salary adjustments as authorized and approved by the county legislative body.

**SECTION 6.** It shall be the duty of the county law director of Anderson County to take the oath of office prescribed for other county officials by the county clerk and appropriate to his or her office before entering upon the discharge of duties, and thereafter to transact all legal business of Anderson County.

**SECTION 7.** The duties of the county law director shall include, but are not limited to, the following:

- (a) Represent and render legal advice to the county legislative body and all county officials, including, elected and appointed department heads, employees and duly appointed boards,

commissions and committees in matters relating to their official work and duties; and

(b) Represent the county in all litigation, whether the county is suing or being sued in all state or federal courts, administrative boards and commissions; and

(c) To meet with the county legislative body at all regular and special meetings; and

(d) To act as the county's delinquent tax attorney upon selection as such by the county trustee and approval by the county mayor, as now provided by law, and without additional compensation. If the law director is selected as the county's delinquent tax attorney, all statutory fees allocated by general law to the county's delinquent tax attorney shall be deposited in the general fund of Anderson County and shall not be retained by the county law director; and

(e) To draft, and/or approve, contracts, leases, deeds, or other legal instruments to which the county might be a party, or to review same when requested by county officials; and

(f) To provide legal opinions on matters requested by county officials; and

(g) To render opinions with regard to public finance obligations such as notes and bonds; and

(h) To draft policies, procedures, rules and regulations upon the request of county officials, commissions, committees, boards or other governing bodies empowered to consider and/or adopt the same; and

(i) To represent the county mayor in all fee petitions brought by the officials of the various fee offices; and

(j) To monitor and evaluate any and all cases assigned to insurance counsel by the county's insurance carrier; and

(k) To provide annual opinions to auditors regarding pending or threatened claims or litigation, in accordance with standards promulgated by the American Bar Association; and

(l) In general, to act as general counsel for Anderson County and to perform all duties associated with that position.

**SECTION 8.** County officials should not employ any attorney other than the county law director to represent the county, or such official, unless additional or substitute counsel is approved by the county legislative body; otherwise, such official shall be personally responsible for the expense of the employment of such attorney. However, nothing contained herein shall prevent any county official, department or office of the county from employing its own counsel, if such official or entity has the power to employ its own counsel by general law and such employment complies with all budget requirements, finance laws and current budgetary appropriations. If a conflict in legal representation develops, the county law director may request that additional or substitute legal counsel be employed by written request to the county commission.

**SECTION 9.** The Anderson County Attorney's Office and the position of county attorney are hereby abolished and all private acts related to that position are hereby repealed. The county law director shall have the same power and authority, as conferred and mandated by state law, as Tennessee county attorneys have under general law; including, but not limited to, authority to file suit to abate nuisances, authority to remove unfaithful public officers, and the authority to enforce zoning and building code violations. The county law director shall otherwise act as the county attorney with all powers and duties granted to that position by state law. Nothing contained within this act shall be construed as having the effect of removing any incumbent from office or abridging the term of any official prior to the end of the term for which such official was elected.

**SECTION 10.** All necessary expenses incurred by the county law director in the discharge of his or her official duties shall be paid by Anderson County. All expenses shall be supported by receipted bills, receipts, invoices, and other documents and papers, and examined, audited and approved by the county mayor, or his designee, before payment, providing that they fall within the budget as established by the county legislative body.

**SECTION 11.** The county law director is hereby authorized to employ such staff members as may be necessary to fulfill his or her duties with the approval of the county legislative body and with salaries to be approved by the county legislative body. Staff members shall be payable out of the general funds of Anderson County in equal installments on the same dates as other general fund employees and shall serve at the pleasure of the county law director.

**SECTION 12.** The county legislative body shall provide suitable rooms and/or office space, with the necessary appurtenances and conveniences, for the Office of the County Law Director and staff. The county legislative body shall also furnish said office or offices with the appropriate equipment, utilities,

furniture, computers and supplies as may be needed by such offices, including appropriate legal research materials and resources, internet capabilities and a law library sufficient to carry out the duties of the county law director.

**SECTION 13.** The county legislative body may employ special counsel when, in its sole discretion, counsel other than, or in addition to, the law director is needed.

**SECTION 14.** The county law director may be terminated at any time with two-thirds (2/3) majority vote by the Legal Services Advisory Committee and two-thirds (2/3) subsequent approval by the county legislative body at their next regular scheduled meeting. The county law director will serve at the will of the Legal Services Advisory Committee and the county legislative body.

**SECTION 15.** All laws, and portions of laws, in conflict with the provisions of this act, including, but not limited to, Chapter 161 of the Private Acts of 1998, and all amendatory and preceding acts thereof in conflict with the provisions of this act be, and the same are, hereby repealed as of September 1, 2006.

**SECTION 16.** If any provision of this act or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to that end the provisions of this act are declared to be severable.

**SECTION 17.** This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of Anderson County. Its approval or nonapproval shall be proclaimed by the presiding officer of the Anderson County legislative body and certified to the secretary of state.

**SECTION 18.** For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective September 1, 2006, if approved as provided in Section 17.

Passed: February 15, 2006.

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**Source URL:** <https://www.ctas.tennessee.edu/private-acts/private-acts-2006-chapter-77>



RE: Indirect Cost Recovery - Message (HTML)

File Message Tell me what you want to do...

Ignore Delete Reply Reply All Forward More

Meeting

Purchasing To Manager Done Create New

Team Email

Reply & Delete

Quick Steps

Move

Rules OneNote Actions

Mark Unread

Categorize

Follow Up

Translate

Find Related Select

Editing

Zoom

Send to OneNote

OneNote

Fri 7/19/2024 9:20 AM

**John Prince**

**RE: Indirect Cost Recovery**

To: Robby Holbrook

Cc: Randy Walters

Grant Name	Amount Budgeted FY24	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Remaining to be requested	Amount Requested/Received
Anderson County Drug Court	\$8,260	\$688.34	\$688.33	\$688.33	\$688.34	\$688.33	\$688.33	\$688.34	\$688.33	\$688.33	\$688.34	\$688.33	\$688.33	\$0.00	\$8,260.00
Family Justice Center	\$3,685	\$307.09	\$307.08	\$307.08	\$307.09	\$307.08	\$307.08	\$307.09	\$307.08	\$307.08	\$307.09	\$307.08	\$307.08	\$0.00	\$3,685.00
VCIF Collaborative	\$10,000			\$1,818.00	\$910.00	\$909.00	\$909.00	\$909.00	\$909.00	\$909.00	\$909.00	\$909.00	\$909.00	\$0.00	\$10,000.00
														\$0.00	\$21,945.00

From: Robby Holbrook

Sent: Friday, July 19, 2024 9:03 AM

To: John Prince <jprince@andersoncountyttn.gov>

Cc: Randy Walters <rwalters@andersoncountyttn.gov>

Subject: RE: Indirect Cost Recovery

John,

## Comparison of Knox County TIF Policy and Anderson County's Resolution

### Key Elements from Knox County's TIF Policies:

1. **Detailed Application Process:** Knox County outlines a thorough application process, including requirements for an application fee and detailed submissions that define the project's scope, financial needs, and impact. This could be beneficial for Anderson County to ensure well-documented and thought-out proposals.
2. **Flexibility and Limitations on Financing:**
  - **Incremental Tax Revenue Allocation:** Knox allows a maximum of 75% of incremental tax revenues for TIF transactions with a term of 10 years or less, and 60% for terms exceeding 10 years. This tiered structure could be advantageous for Anderson County to adopt, providing flexibility while capping exposure.
  - **Maximum Term:** The maximum period for any TIF in Knox is 15 years, which is shorter than Anderson County's 30 years. A shorter term might encourage quicker development and turnover.
3. **Specific Project Eligibility Criteria:** Knox specifies the types of costs eligible for TIF revenues, including capital costs and public infrastructure, which helps prevent misuse of funds.
4. **Economic Impact and Transparency:** Knox requires a public hearing and an economic impact plan submission, ensuring community involvement and transparency in the approval process.

### Key Elements from Anderson County's TIF Resolution:

1. **General Purpose and Objectives:** Anderson's policy clearly outlines its goal to improve the local economy by supporting qualifying projects. This broad and inclusive objective sets a positive framework.
2. **Detailed Public Process:** Similar to Knox, Anderson requires public hearings and detailed economic impact plans but emphasizes a partnership approach with the city and county levels to ensure alignment on goals.
3. **Longer Financing Terms:** Anderson allows for TIF allocations up to 30 years with state approval, which might be beneficial for larger or more complex projects that require a longer runway.
4. **Gradual Allocation:** The staggered beginning of allocation periods for different parcels within a project area, as outlined in Anderson's Resolution, can help manage the financial impact over time.

### Recommendations for Anderson County:

- **Combine Flexibility with Oversight:** Integrate Knox's detailed requirements for TIF eligibility with Anderson's broader objectives to create a comprehensive policy that is both flexible and well-regulated.
- **Implement Tiered Financing Limits:** Adopt a tiered system for incremental tax revenue allocation to provide flexibility while ensuring fiscal responsibility.

- **Enhance Public Participation and Transparency:** Maintain strong requirements for public hearings and detailed economic impact assessments to ensure community involvement and transparency.
- **Adjust Terms Based on Project Size and Impact:** Consider a flexible term structure that allows longer terms for projects with significant economic impact but maintains shorter terms for smaller projects.

**Key Benefits of Including Third-Party Analysis in Anderson County's TIF Policy:**

1. **Objective Evaluation:** Third-party analyses ensure that the financial assessments are impartial and based solely on economic and market realities, which enhances the transparency and credibility of the TIF application process.
2. **Financial Feasibility Testing:** The "but for" analysis approach used by MuniCap (i.e., evaluating whether a project would proceed 'but for' the availability of public assistance) can help determine the actual necessity of TIF for a project's viability. This could prevent the misuse of TIF where it might not be essential.
3. **Detailed Financial Metrics:** Including specific financial projections and outcomes, such as internal rates of return and net operating incomes, can help the county and other stakeholders understand the financial impact and risks associated with each TIF project.
4. **Third-party Analysis and Risk Assessment:** Third-party reports can assess risks related to project costs, revenue projections, and market conditions, offering a detailed risk profile that helps in making more informed decisions.
5. **Benchmarking and Standards:** Utilizing third-party analyses standardizes the assessment process across different projects, creating a uniform benchmark that all projects must meet to qualify for TIF, thereby ensuring fairness and consistency in TIF allocations.
6. **Informed Decision-making:** These analyses provide essential data that can aid county commissioners and other decision-makers in understanding the economic impact of the project on local development and tax revenues.

**Proposed Addition to Anderson County's TIF Policy:**

**Third-Party Financial Analysis Requirement:** All TIF or PILOT applications must include a comprehensive financial analysis conducted by an independent third-party consultant. This analysis should cover:

- A "but for" scenario assessment.
- Detailed financial projections including IRR, net operating income, and payback periods.
- An assessment of financial risks and their mitigations.
- A review of financial assumptions used in the project's proforma.
- Recommendations on the necessity and scale of TIF assistance needed.

This requirement would be incorporated into the application process, ensuring that every project requesting TIF assistance is rigorously evaluated on its economic merits and its impact on the community before any public assistance is granted.

## **Anderson County Tax Increment Financing (TIF) Policy**

### **1. Purpose and Objectives:**

- **Economic Development:** The purpose of the TIF policy is to stimulate economic development and revitalization within Anderson County, particularly in underdeveloped or blighted areas.
- **Public Infrastructure:** To facilitate the development of public infrastructure and amenities that support broader community and economic development goals.

### **2. Eligibility Criteria:**

- **Project Types:** Eligible projects include commercial developments, residential complexes (under certain conditions), industrial facilities, and public infrastructure improvements.
- **Location:** Projects must be located within designated TIF districts, which are areas identified by the County as requiring economic stimulus or redevelopment.
- **Economic Impact:** Projects must demonstrate a significant potential for economic impact, including job creation, enhancement of property values, and attraction of additional private investment.

### **3. Application Process:**

- **Initial Proposal:** Developers must submit an initial proposal outlining the project scope, estimated costs, and anticipated economic impact.
- **Detailed Application:** If the initial proposal is accepted, a detailed application including financial models, project timelines, and legal documentation must be submitted.
- **Third-Party Financial Analysis:** Every TIF application must include a third-party financial analysis, as outlined below.

### **4. Third-Party Financial Analysis Requirements:**

- **Independent Analysis:** An independent consultant must be commissioned to evaluate the financial and economic viability of the project.
- **But For Test:** The analysis must include a 'but for' test to assess whether the project would proceed without TIF assistance.
- **Financial Metrics:** Detailed evaluation of financial metrics such as internal rates of return, net present value, and payback periods.
- **Risk Assessment:** Assessment of project risks and potential impacts on the County's finances.

- **Public Benefit:** Evaluation of the project's potential public benefits, including fiscal impacts on local taxing entities.

#### 5. Approval Process:

- **Review Committee:** A TIF Review Committee comprising county officials, financial experts, and community representatives will review all TIF applications.
- **Recommendations:** The committee will make recommendations based on the project's alignment with the county's economic development objectives and the third-party financial analysis.
- **County Commission Approval:** Final approval must be granted by the Anderson County Commission based on the committee's recommendations.

#### 6. Funding and Financial Structure:

- **Funding Limits:** The policy will specify limits on the percentage of incremental tax revenue that can be allocated to TIF projects.
- **Duration of TIF:** The maximum term for TIF assistance will generally be 20 years, with provisions for extensions in exceptional cases subject to stringent review.

#### 7. Monitoring and Compliance:

- **Annual Reporting:** Developers must submit annual reports detailing the project's financial status and compliance with TIF agreement terms.
- **Ongoing Oversight:** The County will conduct regular audits of TIF projects to ensure compliance and to assess the ongoing economic impact.

#### 8. Amendments and Revisions:

- **Policy Review:** The TIF policy will be reviewed every five years, or as needed, to adapt to changing economic conditions and strategic priorities of the county.
- **Amendments:** Amendments to the policy or to individual TIF agreements must be approved by the County Commission, based on substantial evidence supporting the proposed changes.