	~ ~ ~ ~	1	1 191
No.	2008	101	1 - 1

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28TH day of June, 2008.

RESOLUTION IN REF:

CONGRATULATIONSTÓ CHEROKEE LADY CHIEFS SOFTBALL TEAM

WHEREAS, the first year of the Cherokee Lady Chiefs Softball team was 1980 under the direction of Coach Almeda Dickenson and every year a very competitive and talented team was introduced in the tough Inter-Mountain Athletic Conference; and

WHEREAS, in 2007-08 school year, Ms. Charlie Christopher began her first year as head coach for the Lady Chiefs. She was a previous player of the team and went on to play for Tusculum college after high school. Her assistant coach is Ms. Kelli Hughes, also a former team member; and

WHEREAS, the 2007-08 Lady Chief Softball team accomplished something no other team in the history of the school has accomplished. They have the best record in school history – final record 37-11, finished fourth-place in state, with a 2-2 record in Spring Fling State Tournament and are the first team to ever participate in TSSAA Spring Fling State Tournament. They were the Region 1-AAA Champions, District 2-AAA Runners-up. During the four days of State Tournament in Murfreesboro, they were the talk of the press box among TSSAA Tournament Officials, Rogersville Media and non-Rogersville Media, making everyone take notice.

WHEREAS, only 13 members could suit up to play in the tournament, all 21 members were capable and deserving. Tournament team members are: Seniors, Ashley Price, Savannah Ewing, Keshia Barnette, Gabi Murrell. Underclassmen, Krisha Mahan, Kelly Manis, Abby Hughes, Courtney Davis, Whitney Gilbert, Chelsey Smith, Ashley Steele, Brittany Horton and Chelsea Hensley.

THEREFORE, BE IT RESOLVED THAT WE, the Hawkins County Board of Commissioners, says "CONGRATULATIONS" for a season well played. You have made school history and demonstrated good sportsmanship as you represented Cherokee High School and Hawkins County. We say to each of you, keep up the character you have demonstrated in playing softball in the game of life and you will go far. We're proud of you.

Crockett Lee, County Mayor	Carroll Jenkins, Clerk of County Commission	James O. Phillips, III, County Attorney
Dwight Carter, Commissioner	Larry Frost, Commissioner	Christopher Jones, Commissioner
Kenneth Long , Commissioner	Fred Montgomery, Commissioner	Tim Simpson, Commissioner
Danny Alvis, Commissioner	Kathy Derrick, Commissioner	Charles Thacker, Commissioner
Linda Kimbro, Commissioner	Hanes Cooper, Commissioner	Virgil L. Mallett, Commissioner
Gorman Lipe, Commissioner	Boyd Goodson, Commissioner	Billy Henderson, Commissioner
Gary Hicks, Commissioner	Claude Parrott, Commissioner	Shane Bailey, Commissioner
Carmel Maddox, Commissioner	Charlie Newton, Commissioner	Robert Palmer, Commissioner

Introduced By Esq. Bob Palmer	ACTION:	AYE	NAY	PASSED
Seconded By Esq.	Roll Call			
Date Submitted 7/14/08	Voice Vote			
Date Submitted 7/14/08 County Clerk County Clerk	Absent COMMITTEE ACTION	_		
Ву:		········		
Chairman sachoff bee		<u> </u>		<u> </u>

,

.

No.	2008	1	07	102
-----	------	---	----	-----

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of

Commission in Regular Session, met this 26th day of June, 2006,

RESOLUTION IN REF:

CONFIRMATION OF THE APPOINTMENT AND REAPPOINTMENT OF BOARD MEMBERS FOR THE HAWKINS COUNTY E-911 BOARD APPOINTED BY THE

COUNTY MAYOR

WHEREAS, TN Code Anno 7-86-105 states that the local board is to be appointed by the County Mayor and confirmed by the County Commission; and

WHEREAS the members and terms of this board being appointed or re-appointed are as follows:

<u>Representative</u>	<u>Name</u>	<u>Term</u>	Term Ending	
County Citizen County Citizen County Citizen This is a new ap	Tammy Davis Stanley Case Roy Charles pointment increasing the	4 Year 4 Year 1 Year board to nine men	June 30, 2012 June 30, 2012 June 30, 2009 nbers	appointment re-appointment appointment

County Rep

Patrick Fraley

2 Year

June 30, 2010

This person is filling the seat held by county mayor vacated when state E-911 Board disallowed the mayor from being a voting member. The County Mayor will serve as a non-voting ex-officio member of the board.

WHEREAS, other member and terms appointed in June 2006 are as follows:

Law Enforcement -Sheriff	Roger Christian	4 Year	June 30, 2010
(will be the elected official) Emergency Medical Fireman's Association EMA Director County Commissioner	Kevin Cassidy Freddie Short Gary Murrell Bill Henderson	3 Year 4 year	June 30, 2010 June 30, 2009 June 30, 2010 June 30, 2009

All terms will be for four (4) years when reappointed at the end of initial term.

NOW THEREFORE BE IT RESOLVED that the above names for appointment or re-appointment be confirmed to serve on the Hawkins County E-911 Board of Directors for the specified terms, with term beginning July 1, 2008.

Introduced By Esq. Carmel Maddox	ACTION:	AYE	NAY	PASSED
Seconded By Esq	Roll Call			
Date Submitted 7/15/08	Voice Vote			
County Clerk Date Submitted Denkins County Clerk	Absent COMMITTEE ACTION			
By:				
Chairman sockett Ree				<u> </u>

No.	200	8 /	07	/ C	3

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of July, 2008.

RESOLUTION IN REF:

PARTISAN POLITICIANS SPEAKING BEFORE HAWKINS COUNTY BOARD OF COMMISSIONERS

WHEREAS, at the Regular Session of the Hawkins County Legislative Board of Commissioners held on June 23, 2008, a partisan politician was allowed to address the Commission on behalf of his campaign; and

WHEREAS, the commission is not a forum for political campaigns; and

WHEREAS, citizens are encouraged and allowed to speak before the Commission on any matter related to county government.

THEREFORE BE IT RESOLVED that the Hawkins County Legislative Board of Commissioners refuses to allow partisan politicians to speak on behalf of any political candidate.

introduced By Esq. PASSED	Virgil Mallet		ACTION:	AYE	NAY
Seconded By Esq		Roll Call			
Date Submitted	7/14/08	Voice Vote			
County Clerk	red gentine	Absent COMMITTEE ACTION			
Ву:					
Chairman Chairman	ochet Ere				

	No.	2008	1	07	/	04	
--	-----	------	---	----	---	----	--

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of July, 2008.

RESOLUTION IN REF:

APPROVAL FOR BUDGET AMENDMENT RESOLUTIONS TO BE PRESENTED WITHOUT THE SPONSOR READING THE RESOLUTION BEFORE CONSIDERATION BY THE COMMISSION.

WHEREAS, normal procedure of presenting a resolution to the Commission is for the sponsor to read aloud the resolution before consideration is taken by the commission; and

WHEREAS, budget amendment resolution/s are usually lengthy and have numerous figures that takes much time to read aloud.

THEREFORE BE IT RESOLVED THAT approval be given to relief the sponsor of a budget amendment resolution/s from reading aloud the resolution before consideration by the commission.

Introduced By Esq. Boyd Goodson	ACTION:	AYE	NAY	PASSED
Seconded By Esq.	Roll Call			
Date Submitted 7/14/08	Voice Vote			
Date Submitted 7/14/08 County Clerk County Clerk	Absent COMMITTEE ACTION			
Ву:			 	
Chairman Crowlas A Lee				

No.	200	8/	07	1 0.5	
-----	-----	----	----	-------	--

1

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of

Commission in Regular Session, met this 28th day of July, 2008.

RESOLUTION IN REF:

APPROVAL FOR THE ASSESSOR OF PROPERTY TO CHARGE FOR ANY FORM OF GIS MAPS REQUESTED FROM OUTSIDE OF HAWKINS COUNTY GOVERNMENT WITH THE EXCEPTION OF HAWKINS COUNTY E-911 AND THE LOCAL VOLUNTEER FIRE DEPARTMENTS.

WHEREAS, copies of GIS maps are from time to time requested by various individuals, organizations or entities from the Hawkins County Assessor of Property' office; and

abspired

WHEREAS, copies may be obtain as paper or digital, as individual or sets, in black & white or color, and in several different formats; and

WHEREAS, the Assessor of Property is requesting permission to charge for such copies. A list of types of copies and charges per copy is attached. The prices on this list the current going rate of said types of copies and therefore will change as increases occur in operating cost. The Assessor is given permission to change price list as such increases occur; and

WHEREAS, the charges will apply to the general public and businesses, government entities such as cities, counties, state, federal, and utility companies with the exception of Hawkins County offices, Hawkins County E-911 and the local Volunteer Fire Departments whom will receive one (1) large index map per department per year. If additional maps are required they would be purchased according to the current price list; and

WHEREAS, permission is given to exchange without cost, digital data with other government entities if it benefits Hawkins County; and

WHEREAS, a written statement is to be established stating that whomever is in receipt of copies of GIS maps has no authority for distribution of said information received and statement must be signed upon receipt of maps; and

WHEREAS, the Assessor of Property will be required to receipt said charges as they occur and give to the purchaser a copy of the receipt, then deposited funds in the Trustee's office within three (3) days of receipting. A log will be kept by the Assessor's office of all maps released that will identify the purchaser/vendor receiving maps, and what kind they received and the amount charged; and

THEREFORE, BE IT RESOLVED THAT approval be given for the Assessor of Property to charge for GIS maps released according to the aforementioned stipulations.

Introduced By Esq. Bill Henderson	ACTION:	AYE	NAY	PASSED
Seconded By Esq	Roll Call			
Date Submitted 7/14/08	Voice Vote _			
Date Submitted 7/14/08 Q. Canall Senking County Clerk	Absent _ COMMITTEE ACTION			
Ву:				
Chairman workeld the		 -		

Date: July 2008

Cost of GIS Map Copies

8.5"X11" Parcel Map with Color Ortho Photo Layer \$3.00 each

GIS Paper Copies from Plotter

Mini Maps Colored \$2.00 each

Mini Maps Black \$1.50 each

36" X 24" Black & White Line Map \$3.00 each

36" X 24" Colored Line Map \$10.00 each

36" X 24" Line Map with Ortho Photo \$20.00 each

36" X 24" Black & White Line Map \$2,000 set

36" X 24" Colored Line Map \$2,500 set

36" X 24" Line Map with Ortho Photo \$3,500 set

36" X 24" Colored Index Map \$20 each or 3 for \$50.00

Cost to scan all paper maps from Hawkins County Assessor of Property map cabinet, in the office, with your

company

scanner. \$500.00 set

GIS Digital Map Copies (On DVD)

GIS Digital Line Map (PDF Format) \$10.00 per map

GIS Digital Line Map with Ortho Photo (PDF Format) \$20.00 per map

GIS Digital Line Map Set (PDF Format) \$4,000 (Entire County)

GIS SHAPEFILE (Parcel Layer) \$4,000 (Entire County)

GIS Ortho Photo Layer \$4,000 (Entire County)

GIS Shapefile with Ortho Layer \$7,000 (Entire County)

^{*}If any Company purchases a full set of Digital Maps or the SHAPEFILE for \$4,000, a consecutive yearly update on DVD may be purchased for \$400.

No. 2008 / 07 / 06

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of July, 2008.

RESOLUTION IN REF:

APPROVAL TO LEVY AN ADDITIONAL LITIGATION TAX IN

HAWKINS COUNTY

See attached resolution.....

Introduced By Esq. Virgil Mallet	ACTION:	AYE	NAY	PASSED
Seconded By Esq.	Roll Call			
Date Submitted 7/14/08	Voice Vote			
County Clerk Sentens	Absent COMMITTEE ACTION			
Ву:				
Chairman sockett tie				 _

APPROVAL TO LEVY AN ADDITIONAL LITIGATION TAX IN HAWKINS COUNTY

WHEREAS, Chapter 692 of the Public Acts of 2008 amend T.C.A. § 67-4-601(b), to authorize counties, by a two-thirds majority vote of the county legislative body, to levy a local privilege tax not in excess of fifty dollars(\$50) on litigation in all civil and criminal cases instituted in the county, other than those instituted in municipal courts, such tax to be in addition to all other privilege taxes on litigation authorized by law; and

WHEREAS, Chapter 692 of the Public Acts of 2008 requires that the proceeds of this tax be used exclusively for purposes of jail or workhouse construction, re-construction or upgrading, or to retire debt, including principal and interest and related expenses, on such construction, re-construction or upgrading, or for courthouse renovation, except that up to twenty-five dollars (\$25) per case may be used for courthouse security; and

WHEREAS, the current litigation tax collected pursuant to T.C.A. §67-4-601(b) in Hawkins County is Zero Dollars (\$0); and

WHEREAS, the Board of Commissioners of Hawkins County has determined that Hawkins County is in need of additional revenues for these authorized purposes and therefore desires to increase the litigation taxes authorized by T.C.A. § 67-4-601 (b) for all civil and criminal cases in Hawkins County.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Hawkins County, Tennessee, meeting in regular session on this 28th day of July 2008, in Rogersville Tennessee, that:

- Section 1. Effective on the first day of the month following the final passage of this resolution the local litigation taxes on civil and criminal cases in Hawkins County authorized by T.C.A. §67-4-601(b) shall be increased from Zero dollars (\$0) to Twenty-five Dollars (\$25).
- Section 2. The Clerks of Court of Hawkins County are instructed to collect this litigation tax on civil and criminal cases in the same manner as all other litigation taxes.
- Section 3. Such revenues shall be used exclusively for the purpose of jail or workhouse construction, reconstruction or upgrading, or to retire debt, including principal and interest and related expenses, on such construction, re-construction or upgrading, or to retire debt, or for courthouse renovation, except for Twenty Dollars (\$25) per case, which will be used for courthouse security.
- Section 4. The taxes imposed by this resolution shall take effect on the first day of the month following the effective date of this resolution, the public welfare requiring it, and shall remain in effect until amended or repealed, unless otherwise provided by T.C.A. §67-4-601.
- Section 5. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application and to that end the provisions of this resolution are declared to be severable.
- Section 6. This resolution shall become effective immediately after the governor signs the bill.

Passed by a two-thirds majority vote of the Board of Commissioners of Hawkins County, Tennessee this 28th day of July 2008.

Nο	2008	1 07	1	17
IVU.	2 000	, ,	,	-,

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of July, 2008.

RESOLUTION IN REF:

APPROVAL TO DONATE ONE (1) SURPLUS PATROL VEHICLE TO BULLS GAP POLICE DEPARTMENT

WHEREAS, the Town of Bulls Gap is establishing a police department for the protection of their citizen: and

WHEREAS, the Town of Bulls Gap does not have a police pursuit vehicle and is requesting from the Hawkins County Sheriff's ôffice a 2003 Crown Victoria police pursuit vehicle taken out of service in June, 2008 and is equipped with a light bar and interior cage; and

THEREFORE BE IT RESOLVED THAT approval be given to donate a said vehicle to the Town of Bulls Gap when the department is established and that:

- Section 1 The Town of Bulls Gap must show prove to Sheriff Christian via minutes of the Board of Mayor and Alderman meeting that establishes the police department before the vehicle is released to the town.
- Section 2. If the Bulls Gap Police Department ceases to operate as a police department the donated vehicle will be returned to the Hawkins County Sheriff's Office.

Introduced By Esq. Bob Palmer	ACTION:	AYE	NAY	PASSED
Seconded By Esq.	Roll Call			
Date Submitted 7/14/08	Voice Vote			
County Clerk	Absent COMMITTEE ACTION			
Ву:				
Chairman Aught fre				

Nο	2008/	07	1	08
INU.	~~~~/	~ /	,	- 0

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of July, 2008.

RESOLUTION IN REF:

AUTHORIZING THE COUNTY MAYOR TO APPLY FOR APPALACHIAN REGIONAL COMMISSION FUNDS IN THE AMOUNT OF \$394,000 TO ASSIST FUNDING FOR A WATER STORAGE TANK

WHEREAS, the County Commission, recognizes that the Tennessee Department of Environment and Conservation (TDEC) requires a public water system to address the need for expanding its water treatment capacity when average daily usage (ADU) reaches 80 percent of the system's design capacity; and

WHEREAS, the First Utility District of Hawkins County has reached this point; and

WHEREAS, the County Commission recognizes the need for an additional water storage tank; and

WHEREAS, the County Commission understands that the Appalachian Regional Commission (ARC) program provides assistance to municipalities for this purpose;

NOW, THEREFORE, BE IT RESOLVED that the Hawkins County Commission hereby authorizes the County Mayor to make and sign an application for \$394,000.00 of ARC funds to assist in the construction of a water storage tank with an estimated total cost of \$1,200,000.00.

BE IT FURTHER RESOLVED that the remaining funds for the project in the amount of \$806,000.00 will be provided by Hawkins County as follows: \$650,000.00 of the funds will be provided through the State of Tennessee Fast Track Infrastructure Development Program and \$156,000.00 will be provided by the First Utility District of Hawkins County.

Introduced By Esq. Fred Montgomery	ACTION:	AYE	NAY	PASSED
Seconded By Esq.	Roll Call			
Date Submitted 7/14/08	Voice Vote _			
Date Submitted 7/14/08 Canol Senking County Clerk	Absent _			
	COMMITTEE ACTION			
Ву:				
Chairman which for				

No. 2008 / 07 / 09	
--------------------	--

To the HONORABLE CROCKETT LEE, (Chairman, and Members of the H	Hawkins County Board of	Commissioners
in Regular Session, met this 28th day of	July, 2008.		

RESOLUTION IN REF:

Authorization to refinance the County's outstanding Series V-B-1 "swap" Loan Agreement not to exceed Sixteen Million Two Hundred Fifty Thousand Dollars (\$16,250,000.00) as noted in the attached.

The V-B-1 Loan agreement is for retiring the debt of Phase II of the Hawkins County Board of Education Construction Plan, construction and renovations having been completed by the 2005-06 Fiscal Year.

This action is necessary to obtain better interest rates for this issue.

Introduced By Esq. Claude Parrott, Chairman, Budget Comm.	ACTION:	AYE	NAY	PASSED
Seconded By Esq	Roll Call			
Date Submitted 7/14/08	Voice Vote			
County Clerk Canell Jenkin	Absent COMMITTEE ACTION			
By:				
Chairman rockett Joe				

The Board of County Commissioners of Hawkins County, Tennessee, met in regular rescheduled session on July 28, 2008 at 9:00 a.m. at the Hawkins County Courthouse in Rogersville, Tennessee, with the Honorable Crockett Lee, Chairman, presiding.

The following Commissioners were present:

The following Commissioners were absent:

There was also present A. Carroll Jenkins, County Clerk

After the meeting was duly called to order, the following resolution was introduced by _______, and after due deliberation, was adopted by the following vote:

AYE:

NAY

A RESOLUTION (1) AUTHORIZING ONE OR MORE LOANS UNDER ONE OR MORE LOAN AGREEMENTS BETWEEN HAWKINS COUNTY, TENNESSEE AND A PUBLIC BUILDING AUTHORITY IN TENNESSEE IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SIXTEEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$16,250,000) TO REFINANCE THE COUNTY'S OUTSTANDING SERIES V-B-1 LOAN AGREEMENT; AND (2) AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE LOAN AGREEMENTS AND OTHER DOCUMENTS RELATING TO SAID BORROWINGS; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID BORROWINGS AND THE PAYMENT OF THE COUNTY'S OBLIGATIONS UNDER THE LOAN AGREEMENTS; AND CONSENTING TO THE ASSIGNMENT OF THE COUNTY'S OBLIGATIONS UNDER THE LOAN AGREEMENTS.

WHEREAS, counties in the State of Tennessee are authorized to finance and refinance certain public works projects by the issuance of bonds, notes or other obligations; and

WHEREAS, the County has previously authorized and issued its outstanding Series V-B-1 Loan Agreement, dated as of May 1, 2003 (the "Outstanding Loan Agreement") funded by The Public Building Authority of Sevier County, Tennessee (the "Sevier Authority") Local Government Public Improvement Bonds, Series V-B-1, (Auction Rate Securities), dated June 4, 2003 (the "Outstanding Bonds"); and

WHEREAS, it has been determined to be in the best interest of the County to refinance the Outstanding Loan Agreement through a program known as the Tennessee Local Government Alternative Loan Program (TN-LOANS SM) underwritten by Morgan Keegan & Company, Inc. or such other purchasers approved by the Authority and TN-LOANS Program Administrators, Inc. (each an "Underwriter"), through the issuance by a Public Building Authority in Tennessee organized and created pursuant to Sections 12-10-101, et seq., Tennessee Code Annotated, including, but not limited to, the Sevier Authority (each an "Authority") of its Local Government Public Improvement Bonds (the "Bonds") in one or more series (each, a "Series") in the aggregate principal amount of not to exceed \$16,250,000, and loan the proceeds thereof to the County pursuant to one or more loan agreements between the Authority and the County (each a "Loan Agreement") to refinance all or a portion of any of the Outstanding Loan Agreement and to pay costs of issuance related thereto; and

WHEREAS, a report on the plan of refinancing of the Outstanding Loan Agreement has been issued by the State Director of Local Finance; and

WHEREAS, the County shall pledge a tax authorized by Section 12-10-115, Tennessee Code Annotated, as amended, to be levied annually to the repayment of the amounts due under each Loan Agreement authorized herein; and

WHEREAS, each Series of Bonds are to be secured by and contain such terms and provisions as are set forth in a related Indenture of Trust, as supplemented authorizing such Series of Bonds (each an "Indenture") entered into between the Authority and Regions Bank or such other trustee designated by the Authority; and

WHEREAS, each Series of Bonds and related Loan Agreement may bear interest at a variable rate as described herein requiring liquidity and credit enhancement; and

WHEREAS, liquidity and credit enhancement with respect to any Series of Bonds may be provided (1) by a provider of a letter of credit ("Letter of Credit") pursuant to a reimbursement agreement ("Reimbursement Agreement"), or (2) by a provider of a standby bond purchase agreement ("Standby Bond Purchase Agreement") and, if applicable, a provider of a municipal bond insurance policy; and

WHEREAS, there has been presented to this meeting each Indenture, the form of each Loan Agreement, the form of Reimbursement Agreement, the form of Standby Bond Purchase Agreement and the form of a Bond Purchase Agreement, each of which appears to be in appropriate form and is an appropriate instrument to be executed and delivered for the purposes intended; and

WHEREAS, for the purposes of authorizing one or more loans from the Authority, the execution and delivery of one or more Loan Agreements by the County, the pledging of the County's full faith and credit for the payment of its obligations under each Loan Agreement, approving the assignment of such pledge pursuant to each Indenture, and authorizing the execution of such

documents and certificates as shall be necessary to consummate the sale and delivery of each Series of Bonds, the Governing Body of the County adopts this Resolution.

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

Section 1. Approval of Loans for Refinancing Outstanding Loan Agreement. (a) For the purpose of providing funds to refinance all or a portion of the Outstanding Loan Agreement and to pay costs incident to the issuance and sale of each Series of Bonds and each related Loan Agreement, and make and receive the loans herein authorized, there is hereby authorized one or more loans (each, a "Loan") from the Authority in an aggregate principal amount not to exceed \$16,250,000 of which all shall bear interest at a variable rate.

(b) The County Mayor and the County Clerk are hereby authorized to enter into one or more Loan Agreements (each a "Loan Agreement") in an aggregate principal amount of not to exceed \$16,250,000 bearing interest at a variable rate, so long as the County's outstanding variable rate debt, including the Loan Agreement to be executed and delivered, does not exceed seventy-five percent (75%) of the County's aggregate debt outstanding after taking into account the outstanding notional amount of any interest rate swap agreements. Each Loan Agreement and related Series of Bonds (the "Bonds") issued by the Authority to fund each Loan Agreement will bear interest at a variable rate to be established at least every 270 days at a rate not to exceed the maximum rate permitted by law, will be payable as to principal over a period commensurate with, and in no event later than, the final maturity of the Outstanding Loan Agreement and related Outstanding Bonds being refunded which shall not exceed 110% of the remaining weighted average maturity of the Outstanding Loan Agreement and Outstanding Bonds, subject to adjustment as set forth in subsection (c) below, and may be subject to redemption prior to maturity at a price of par plus accrued interest to the redemption date. For the purpose of providing liquidity and credit enhancement for a Series of Bonds, the Authority and the County may enter into a Reimbursement Agreement pursuant to which

a bank provider will issue a Letter of Credit. In the event the Bonds cannot be remarketed by the Remarketing Agent (as such term is defined in the Indenture) or the Letter of Credit Agreement terminates, the bank provider will pay the principal and interest next coming due on the Bonds and will be reimbursed for such payment pursuant to the Reimbursement Agreement from funds to be paid by the County under the related Loan Agreement. Under certain circumstances, as described in each Loan Agreement, all obligations under the Loan Agreement, including the outstanding aggregate principal amount of the Loan Agreement and fees and expenses of the provider of the Letter of Credit, may become immediately due and payable or be subject to an adjusted amortization at an increased rate of interest, but in no event greater than the maximum rate permitted by law.

Alternatively, for the purpose of providing liquidity for a Series of Bonds, the Authority will enter into a Standby Bond Purchase Agreement pursuant to which a provider will agree to purchase Bonds of a Series in the event the Bonds cannot be remarketed by the Remarketing Agent (as such term is defined in the Indenture) and credit enhancement, if any, will be provided by a municipal bond insurer. Under certain circumstances, as described in each Loan Agreement, all obligations under the Loan Agreement, including the outstanding aggregate principal amount of the Loan Agreement and fees and expenses of the provider of the Standby Bond Purchase Agreement, may become immediately due and payable or be subject to an adjusted amortization at an increased rate of interest, but in no event greater than the maximum rate permitted by law.

The form, terms and provisions of each Reimbursement Agreement and Standby Bond Purchase Agreement which have been presented at this meeting are hereby approved. The County Mayor and County Clerk are hereby authorized, empowered and directed to execute and deliver each Reimbursement Agreement in the name and on behalf of the County. Each Reimbursement Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the County Mayor and the County Clerk, their execution thereof to constitute conclusive evidence of their approval of any and all changes or

revisions therein. From and after the execution and delivery of each Reimbursement Agreement, the County Mayor and County Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of each Reimbursement Agreement as executed.

The Bonds shall be sold at a price of not less than ninety-eight percent of the par amount of such Series of Bonds or for an underwriting fee of not more than two percent of the par amount of the Bonds, all as shall be established pursuant to a Bond Purchase Agreement and a supplemental indenture between the Authority and the Trustee. All fees and expenses associated with the related Series of Bonds, in addition to principal and interest, shall be paid by the County pursuant to the related Loan Agreement.

- (c) The County Mayor and the County Clerk are authorized to execute and to enter into one or more related Loan Agreements, subject to adjustment and amortization of principal amounts and to adjustment of principal and interest payment dates of each Loan as may be established by the County Mayor and the County Clerk, taking into account the proposed and outstanding debt of the County and the sources of payment available to pay such debt, in accordance with the terms of this resolution and each Loan Agreement.
- Section 2. <u>Interest Rate Conversion</u>. At any time while any Loan Agreement remains outstanding, each Loan Agreement and the related Series of Bonds issued in connection therewith, may, in whole or in part, to the extent permitted by applicable law, be converted from one interest rate period to another interest rate period as provided in each related Loan Agreement and in the Indenture, at the direction of the County Mayor and County Clerk, and no further action shall be required by the Board of Commissioners.

Section 3. Approval of Loan Agreements. The form, terms and provisions of each Loan Agreement which have been presented at this meeting are hereby approved and the County Mayor and County Clerk are hereby authorized, empowered and directed to execute and deliver each Loan

Agreement in the name and on behalf of the County. Each Loan Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the County Mayor and the County Clerk, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein. From and after the execution and delivery of each Loan Agreement, the County Mayor and County Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of each Loan Agreement as executed.

To the extent any Loan Agreement can be designated or "deemed designated" as a "qualified tax-exempt obligation" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"), it shall be so designated in the Loan Agreement.

Section 4. Pledge of Taxes. The County hereby covenants and agrees, through its governing body, to annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay when due the annual amounts payable by the County under each Loan Agreement as and when they become due and payable and to pay any expenses of maintaining and operating the Projects financed by the Outstanding Loan Agreements required to be paid by the County under the terms of each Loan Agreement and, for such purposes, the County hereby pledges such tax and the full faith and credit of the County to such payments, provided, however, that the tax hereinabove described will not be required to be levied or, if levied, may be proportionately reduced to the extent of funds appropriated by the governing body of the County to the payment of the amounts described above from other revenues of the County. Such tax, to the extent levied, shall be assessed, levied, collected and paid in like manner as other taxes of the County. Such tax shall not be included within any statutory or other limitation of rate or amount for the County but shall be excluded therefrom and be in addition thereto and in excess thereof, notwithstanding and without regard to the prohibitions, restrictions or requirements of any other law, whether public or private. Any amounts payable under each Loan Agreement falling due at any time

when there are insufficient funds from the tax levy on hand shall be paid from current funds of the County.

Section 5. Approval of Bonds. For the purpose of providing funds to make each Loan to the County, as provided herein and in each Loan Agreement, and to pay legal, fiscal, and administrative costs incident thereto including costs incident to the issuance and sale of each Series of Bonds related to a Loan Agreement, the issuance and sale of each Series of Bonds by the Authority in connection with a Loan Agreement is hereby approved and allocation of such Series of Bonds to the County for purposes of Section 265 of the Code is hereby accepted.

Section 6. <u>Disposition of Proceeds</u>. (a) An amount necessary to pay costs of issuance of each Loan Agreement and related Series of Bonds shall be deposited to the Cost of Issuance Fund of the County created under the Indenture.

(b) All remaining proceeds shall be deposited to the Loan Fund of the County established under the Indenture to be used pay Costs of the Projects, including refinancing the Outstanding Loan Agreements.

Section 7. Official Statement. The County Mayor and the County Clerk or either of them, working with the Underwriter and the Authority, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing each Series of Bonds related to a Loan Agreement of the County. After the Bonds have been sold, the County Mayor and the County Clerk, 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 the County Clerk, 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 sale of a Series of Bonds

for delivery, by the Underwriter, to each potential investor requesting a copy of the Official Statement and to each person to whom the Underwriter initially sells the Bonds.

The County Mayor and the County Clerk, or either of them, are authorized, on behalf of the County, as to the information relating to the County and the Series of Bonds related to the County's Loan Agreement, 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.

Section 8. 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 any Series of Bonds issued for a Loan Agreement of the County. The County Mayor and the County Clerk, or either of them, are authorized to execute an agreement for the benefit of and enforceable by the owners of such Series of 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 9. <u>Consent to Assignment</u>. The County hereby consents to the assignment pursuant to the Indenture of all the Authority's right, title and interest under each Loan Agreement as security for the Series of Bonds to which such Loan Agreement relates.

Section 10. Additional Authorizations. All acts and doings of the County Mayor, the County Clerk and the Finance Director of the County and any other representative or officer of the County which are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of each Series of Bonds and the execution and delivery of each Loan Agreement, Reimbursement Agreement, and Standby Bond Purchase Agreement as set forth herein shall be and the same hereby are in all respects, approved and confirmed. The County Mayor and the County Clerk are additionally authorized to enter into agreements with municipal bond insurers in connection with each Loan Agreement and related Series of Bonds in furtherance of the purposes stated herein, to the extent not inconsistent with this resolution.

Section 11. <u>Multiple Borrowings</u>. The Loans and the Loan Agreements authorized herein and the Bonds approved herein may be executed and delivered in combination with other Loans, Loan Agreements and Bonds hereafter authorized by the County through the TN-LOANS Program.

Section 12. <u>Separability</u>. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 13. 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 28th day of July, 2008.

ATTEST:		
/s/	lol	
County Clerk	County Mayor	– r

CERTIFICATE OF COUNTY CLERK

I, A. Carroll Jenkins, certify that I am the duly qualified and acting County Clerk of Hawkins 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 July 28, 2008; 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 \$16,250,000 general obligation indebtedness of the County.

	WITNESS my official signature and seal of said County on this theth day of, 200
	/s/
	County Clerk
(SEAL	.)

EXHIBIT A (County's Letterhead) ______, 2008

VIA REGISTERED OR CERTIFIED MAIL

Caroline Oakes and Terry Erdman (and via fax 615-770-4350)	(and via fax) Deutsche Bank, as Auction Agent
Regions Bank, as Trustee Corporate Trust Services	New York, NY
315 Deaderick Street, 4th Floor Nashville TN 37237	Morgan Keegan & Company, Inc., as Broker- Dealer
	Memphis, Tennessee
Joe Ayres (and via fax 865-637-0169) TN-LOANS Program Administrators, Inc.	Yolanda Ortiz (and via fax)
The Farragut Building	Ambac Assurance Corporation One State Street Plaza
530 South Gay Street, Suite 800	New York, New York
Knoxville, Tennessee 37902	
Re: Notice of Partial Prepay	ment of:
Series V-B-1 Loan Agreement"), between Authority of Sevier Cou Ladies and Gentlemen:	eement, dated as of May 1, 2003 (the "Series V-B-1 Loan Hawkins County, Tennessee and The Public Building anty, Tennessee
Pursuant to the Series V-B-1 Loan Agrits intent to partial prepay its:	eement, the County hereby gives the following notice of
Series V-B-1 Loan Agreement	
Prepayment Date: On or before	, 2008
Principal Amount of Prepayment: \$	
Securities)dated June 4, 2003, of The Pu Bond Redemption Date:	ablic Improvement Bonds, Series V-B-1, (Auction Rate blic Building Authority of Sevier County, Tennessee, 2008
The County hereby directs the Adminis funds to be deposited and the amount of the Borrower.	strator to instruct the Trustee as to the investment of the Optional Prepayment Price required to be paid by the
All questions should be directed to number ()	,, telephone
	Very truly yours,
	County Mayor
	Hawkins County, Tennessee

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

Resolution No. 2008/07/10

AS CLERK OF THE COUNTY OF HAWKINS, TENNESSEE

NOTARY PUBLIC DURING THE JULY 28, 2008 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS AND PHONE		BUSINESS
	305 GRANDVIEW \$T.		CITY OF CHURCH HILL
1. MARY KATHERINE ARNOLD	CHURCH HILL, TN. 37642	423-357-3240	CHURCH HILL, TN. 37642
	326 TIPTON ST.		RETIRED
2. JAMES CRADIC JR.	CHURCH HILL, TN. 37642	423-357-6698	
	1029 ROGAN ST.		MINISTER
3.REV. ROGER DALE DINSMORE	CHURCH HILL, TN. 37642	423-357-4480	CHURCH HILL, TN. 37642
	258 RIVERGATE MANOR		HAWKINS COUNTY PROPERTY ASSESSOR
4. SHARON ELKINS	ROGERSVILLE, TN. 37857	423-272-9572	ROGERSVILLE, TN. 37857
	518 DEERFIELD CIR.		FIRST UTILITY DISTRICT OF HAWKINS CO.
5. MITZI LEE GILLIAM	CHURCH HILL, TN. 37642	423-357-6913	CHURCH HILL, TN. 37642
	924 OLD STAGE RD.		UNITED STEELWORKERS LOCAL 456
6. KAREN SUE GIVENS	ROGERSVILLE, TN. 37857	423-272-1845	SURGOINSVILLE, TN. 37873
	260 HIDDEN VLY RD.		MARY RUTHERFORD, ATTORNEY
7. TINA D. JUSTICE	ROGERSVILLE, TN. 37857	423-272-3983	MORRISTOWN, TN. 37814
	1104 FAYE ST.		VIP BUYERS AGE
8. RUTHIE A. KIRK	KINGSPORT, TN. 37660	423-246-5211	KINGSPORT, TN. 37660
	248 HUNTER HILLS CIR., #2		STATE FARM
9. SALLY J. LONG	BRISTOL, TN. 37620	423-878-3885	KINGSPORT, TN. 37660
	1021 CARRINGTON CT.		SEMINOLE GAS
10. JONATHAN A. PRICE	KINGSPORT, TN. 37660	423-245-2012	ROGERSVILLE, TN. 37857
	515 W. MAIN ST.		THE LAW OFFICE OF JEFFERSON FAIRCHILD
11. TORI L. PRICE	ROGERSVILLE, TN. 37857	423-754-2147	ROGERSVILLE, TN. 37857
	5127 HWY 11 W		SELF
12. RICK A. STEWART	ROGERSVILLE, TN. 37857	423-923-1678	
	205 STEWART HILLS DR.		HAWKINS COUNTY PROPERTY ASSESSOR
13. MICHELLE WILSON	ROGERSVILLE, TN. 37857	423-754-0041	ROGERSVILLE, TN. 37857
1			
1122			
		· · ·	
L			· · · · · · · · · · · · · · · · · · ·

	Signature
(Seal)	Clerk of the County of Hawkins, Tennessee
	Date