

**REGULAR MEETING KINGSTON CITY COUNCIL
TUESDAY, MAY 9, 2017 – 6:00 P.M.
KINGSTON CITY HALL**

The Kingston City Council met in regular session on Tuesday, May 9, 2017 at 6:00 p.m. Council Member Brown called the meeting to order. Member Stockton gave the Invocation and Member White led the pledge. Upon roll call the following members were present: Council Member Brown, Council Member, Council Member Humphreys, Council Member Stockton, Council Member White, and Council Member Wright. Staff present: City Manager David Bolling, City Attorney Jack McPherson, Finance Director Carolyn Brewer and City Clerk Marsha Marshall. Mayor Neal and Vice Mayor Childs- Absent.

Motion was made by Member Stockton with Second by Member Wright to appoint Member Brown as Chair of the meeting.

Roll Call Vote – 5 Ayes

| | |
|--------------------------------|----------------------------|
| Vice Mayor Childs – Absent | Council Member White –Aye |
| Council Member Brown – Aye | Council Member Wright– Aye |
| Council Member Humphreys - Aye | Mayor Neal – Absent |
| Council Member Stockton – Aye | |

PREVIOUS MINUTES

A motion was made by Council Member White, second by Council Member Stockton to waive the reading and approve as written the minutes of the regular meeting on April 11, 2017.

Roll Call Vote – 5 Ayes

| | |
|--------------------------------|----------------------------|
| Vice Mayor Childs – Absent | Council Member White –Aye |
| Council Member Brown – Aye | Council Member Wright– Aye |
| Council Member Humphreys - Aye | Mayor Neal – Absent |
| Council Member Stockton – Aye | |

CITIZEN COMMENTS – None

REPORTS – MAYOR AND COUNCIL – Council Member White thanked the City for participation in Funeral for his wife Brenda.

CITY MANAGER – Mr. Bolling gave updates on the Porter Park; Beautification Committee has set meetings on the 1st Monday each month at 5 PM beginning June 5th; Home Grant Project has 2 homes completed; Engineers meeting on Friday about Dogwood Dr.; TDOT meeting; School System letter about parking on City Streets with charges to students has had no response; KPD has extra patrols for parks, greenways, and walkways with 4 wheelers; and that Chief Washam has been appointed to the RSCC Advisory Council.

ADDITION OF ITEMS TO THE MEETING AGENDA RECEIVED AFTER CLOSE OF AGENDA DEADLINE (BY UNANIMOUS CONSENT OF ALL MEMBERS PRESENT. – Add #3 in New Business replacement on the Beautification Committee.

UNFINISHED BUSINESS –

1. Second Reading – ORDINANCE NO. 17-04-11-1

AN ORDINANCE AMENDING SECTION 11-410 OF THE ZONING ORDINANCE OF THE CITY OF KINGSTON, TENNESSEE WITH REGARD TO ALLOWING THE CONSTRUCTION OF FOUR STORY BUILDINGS AND ESTABLISHMENT OF SETBACK LINES AND BUILDING SPACING

A motion was made to Approve the ORDINANCE NO 17-04-11-1 AN ORDINANCE AMENDING SECTION 11-410 OF THE ZONING ORDINANCE OF THE CITY OF KINGSTON, TENNESSEE WITH REGARD TO ALLOWING THE CONSTRUCTION OF FOUR STORY BUILDINGS AND ESTABLISHMENT OF SETBACK LINES AND BUILDING SPACING by Council Member White, second by Council Member Wright

Roll Call Vote – 5 Ayes - Motion Passed on 2nd Reading

| | |
|--------------------------------|-----------------------------|
| Vice Mayor Childs – Absent | Council Member White –Aye |
| Council Member Brown - Aye | Council Member Wright – Aye |
| Council Member Humphreys - Aye | Mayor Neal – Absent |

Council Member Stockton – Aye

NEW BUSINESS –

1. Resolution 17-5-9-1, Adopting the Office of Open Records Counsel Model Public Records Policy
Discussion – City Manager, City Attorney, and Council Member Brown spoke about the Resolution and Policy

A motion was made to Adopt Resolution 17-5-9-1, the Office of Open Records Counsel Model Public Records Policy by Council Member White, second by Council Member Wright

Roll Call Vote – 5 Ayes

Vice Mayor Childs – Absent

Council Member Brown - Aye

Council Member Humphreys - Aye

Council Member Stockton – Aye

Council Member White –Aye

Council Member Wright – Aye

Mayor Neal – Absent

2. Resolution 17-5-9-2, Authorizing the Execution, Terms, Issuance, Sale and Payment of General Obligation Refunding Bonds, series 2017, of the City of Kingston, Tennessee, Not to Exceed \$1,750,440, for the Purpose of Re-Assigning the Loan for City Hall

Discussion – City Manager, Council Member White, and Council Member Brown spoke about the current lender getting out of market and the need to have it reassigned with a fixed rate.

A motion was made by Council Member White, second by Council Member Stockton to proceed with the loan reassignment.

Roll Call Vote – 5 Ayes

Vice Mayor Childs – Absent

Council Member Brown - Aye

Council Member Humphreys - Aye

Council Member Stockton – Aye

Council Member White –Aye

Council Member Wright – Aye

Mayor Neal – Absent

3. Approve Acceptance of Member Joann Knies Resignation from the Beautification Committee and Appoint Sue Collins to the Beautification Committee as a Parks and Rec Representative
Discussion – City Manager discussed the Resignation of Member Knies as a Parks and Rec Representative and that Sue Collins had been recommended by Rick Ross as the replacement being that Ms. Collins is on the Parks and Recreation Board.

A motion was made by Council Member Wright, second by Council Member Stockton to accept the resignation of Member Joann Knies and appoint Member Sue Collins to the Beautification Committee as a Parks and Rec representative

Roll Call Vote – 5 Ayes

Vice Mayor Childs – Absent

Council Member Brown - Aye

Council Member Humphreys - Aye

Council Member Stockton – Pass

Council Member White –Aye

Council Member Wright – Aye

Mayor Neal – Absent

Chair Brown called the Hearing regarding 115 Shubert Street to order-

Hearing Officer – City Manager

Codes Enforcement – Chief Washam

Building Inspector – Mr. Cofer

Owner – Mr. Robbins

Statements made by the above participants,

City Attorney – Jack McPherson – explained the procedure of Fact Findings by Council, Plans, issuance of Orders, and how money would be recouped by the owner if previous owner decided to take back the ownership of property.

Council Member Wright moved that property be immediately secured within 48 hours; must have plan for clean up or demolition in 10 days; and would be brought up again at next Council Meeting for consideration of order. Second by Council Member Stockton.

Roll Call Vote – 5 Ayes

Vice Mayor Childs – Absent

Council Member Brown - Aye

Council Member Humphreys - Aye

Council Member Stockton – Pass

Council Member White –Aye

Council Member Wright – Aye

Mayor Neal – Absent

All letters and pictures to be kept on file.

Member Brown adjourned the meeting.

APPROVED 6-13-17


Tim Neal, Mayor

ATTEST:


City Clerk

ORDINANCE NO. 17-04-11-1

AN ORDINANCE AMENDING SECTION 11-410 OF THE ZONING ORDINANCE OF THE CITY OF KINGSTON, TENNESSEE WITH REGARD TO ALLOWING THE CONSTRUCTION OF FOUR STORY BUILDINGS AND ESTABLISHMENT OF SETBACK LINES AND BUILDING SPACING

WHEREAS, the City Council of the City of Kingston, in accordance with Sections 13-7-203 and 13-7-204 of the Tennessee Code Annotated, may amend the zoning ordinance; and

WHEREAS, the Kingston Planning Commission has determined that it is in the best interest of the city and the citizens thereof to make certain changes in the zoning code with respect to the C-4 Controlled Commercial district regulations.

NOW THEREFORE, BE IT ORDAINED by the city council of the City of Kingston, Tennessee that

Section 1. Section 11-410 of the "Zoning Ordinance of the City of Kingston" is amended by adding the following to minor subsection 11-410.4.a.

- 4-story structures—2.00 FAR. Building footprint is 50 percent of yard.

Section 2. Section 11-410. of the "Zoning Ordinance of the City of Kingston" is amended by deleting minor subsection 11-410.4.d.i. in its entirety and replacing it with the following:

Front Yards: All building used exclusively for residential purposes shall be set back from the front property line to provide a front yard of not less than ten (10) feet. All building used for non-residential uses shall be set back from the front property line to provide a front yard of not less than twenty-five (25) feet.

Section 3. Section 11-410. Of the "Zoning Ordinance of the City of Kingston" is amended by deleting minor subsection 11-410.4.e in its entirety and replacing it with the following:

e. Spacing between buildings: Buildings divided into separate units located on one lot or adjoining lots may be constructed with common walls between units subject to all appropriate building codes. All free standing buildings located on one lot shall be constructed no closer than twenty (20) feet to each other.

Section 4. Section 11-410. Of the "Zoning Ordinance of the City of Kingston" is amended by deleting minor subsection 11-410.4.f. in its entirety.

Section 5. This ordinance shall take effect upon final passage, the public welfare requiring it.

ATTEST:

Marshall P. Marshall
City Clerk

Timothy Neal
Mayor

Passed on First Reading 4/11/17

Passed on Second Reading 5/9/17

Resolution Number 17-5-9-1

**A RESOLUTION ADOPTING THE OFFICE OF OPEN RECORDS COUNSEL MODEL
PUBLIC RECORDS POLICY**

WHEREAS, pursuant to Tenn. Code Ann. ' 10-7-503(g), every governmental entity subject to the Tennessee Public Records Act (ATPRA®) (Tenn. Code Ann. ' 10-7-501 et seq.), must establish a written public records policy properly adopted by the appropriate governing authority by July 1, 2017; and

WHEREAS, the policy adopted shall not impose requirements on those requesting records that are more burdensome than state law; and

WHEREAS, the Office of Open Records Counsel encourages and will provide assistance for governmental associations and groups to develop model public records policies tailored to their specific governmental entity subgroup; and

WHEREAS, the city council of the City of Kingston desires to comply with the recent change in state law as it pertains to records management.

NOW THEREFORE BE IT RESOLVED by the city council of the City of Kingston:

SECTION 1. That the attached Public Records Policy for the City of Kingston is hereby adopted to provide economical and efficient access to public records as provided under the Tennessee Public Records Act (ATPRA®) in Tenn. Code Ann. ' 10-7-501, et seq.

SECTION 2. Repealer. Any resolutions, policies, or parts thereof in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict only as pertaining to the subject matter of this resolution.

SECTION 3. Severability. If a part of this resolution is invalid, all valid parts that are severable from the invalid part remain in effect. If a part of this resolution is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

SECTION 4. Effective Date. This resolution shall become effective upon passage, the public welfare requiring it.

Passed on: May 9, 2017

SIGNED: Jimmy Neal
Mayor

ATTEST:
Recorder: Michael P. Marshall

PUBLIC RECORDS POLICY for the City of Kingston

Overview. Pursuant to Tenn. Code Ann. ' 10-7-503(g), every governmental entity subject to the Tennessee Public Records Act (ATPRA®) (Tenn. Code Ann. ' 10-7-501 et seq.), must establish a written public records policy properly adopted by the appropriate governing authority by July 1, 2017. The policy adopted shall not impose requirements on those requesting records that are more burdensome than state law and shall include:

- A. The process for requesting access to public records and any required form(s);
- B. The process for responding to requests, including redaction practices;
- C. A statement of any fees charged for copies of public records and the procedures for billing and payment; and
- D. The name or title and contact information of the individual or individuals designated as the Public Records Request Coordinator(s).

Pursuant to Tenn. Code Ann. ' 8-4-604(a)(1)(4), the Office of Open Records Counsel (AOORC®) is required to establish a model best practices and public records policy for use by a records custodian in compliance with Tenn. Code Ann. ' 10-7-503.

The OORC encourages and will provide assistance for governmental associations and groups to develop model public records policies tailored to their specific governmental entity subgroup.

The TPRA provides that all state, county and municipal records shall, at all times during business hours, which for public hospitals shall be during the business hours of their administrative offices, be open for personal inspection by any citizen of this state, and those in charge of the records shall not refuse such right of inspection to any citizen, unless otherwise provided by state law. See Tenn. Code Ann. ' 10-7-503(a)(2)(A). Accordingly, the public records of the City of Kingston are presumed to be open for inspection unless otherwise provided by law.

Personnel of the City of Kingston shall timely and efficiently provide access and assistance to persons requesting to view or receive copies of public records. No provisions of this Policy shall be used to hinder access to open public records. However, the integrity and organization of public records, as well as the efficient and safe operation of the City of Kingston, shall be protected as provided by current law. Concerns about this Policy should be addressed to the Public Records Request Coordinator for the City of Kingston or to the Tennessee Office of Open Records Counsel (AOORC®). This Policy is available for inspection and duplication in the office of Public Records Request Coordinator. This Policy shall be reviewed every two years.

This Policy shall be applied consistently throughout the various offices, departments, and/or divisions of the City of Kingston.

I. Definitions:

- A. **Records Custodian:** The office, official or employee lawfully responsible for the direct custody and care of a public record. See Tenn. Code Ann. ' 10-7-503(a)(1)(C). The records custodian is not necessarily the original preparer or receiver of the record.
- B. **Public Records:** All documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings, or other material, regardless of physical form or characteristics, made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental agency. See Tenn. Code Ann. ' 10-7-503(a)(1)(A).
- C. **Public Records Request Coordinator:** The individual, or individuals, designated in Section 4.A.3 of this Policy who has, or have, the responsibility to ensure public

record requests are routed to the appropriate records custodian and are fulfilled in accordance with the TPRA. See Tenn. Code Ann. ' 10-7-503(a)(1)(B). The Public Records Request Coordinator may also be a records custodian.

D. Requestor: A person seeking access to a public record, whether it is for inspection or duplication.

II. Requesting Access to Public Records:

A. Public record requests shall be made to the Public Records Request Coordinator (@PRRC@) or his/her designee in order to ensure public record requests are routed to the appropriate records custodian and fulfilled in a timely manner.

B. Requests for inspection only cannot be required to be made in writing. The PRRC should request a mailing address from the requestor for providing any written communication required under the TPRA.

C. Requests for inspection may be made orally or in writing using the attached Public Record Request Form at Kingston City Hall, 900 Waterford Place, Kingston, TN 37763 or by phone at 865-376-6584.

D. Requests for copies, or requests for inspection and copies, shall be made in writing using the attached Form at Kingston City Hall, 900 Waterford Place, Kingston, TN 37763.

E. Proof of Tennessee citizenship by presentation of a valid Tennessee driver=s license (or alternative acceptable form of ID) is required as a condition to inspect or receive copies of public records.

III. Responding to Public Records Requests:

A. Public Record Request Coordinator (PPRC)

(1) The PRRC shall review public record requests and make an initial determination of the following:

- a. If the requestor provided evidence of Tennessee citizenship;
- b. If the records requested are described with sufficient specificity to identify them; and
- c. If the Governmental Entity is the custodian of the records.

(2) The PRRC shall acknowledge receipt of the request and take any of the following appropriate action(s):

- a. Advise the requestor of this Policy and the elections made regarding:
 - i. Proof of Tennessee citizenship;
 - ii. Form(s) required for copies;
 - iii. Fees (and labor threshold and waivers, if applicable); and
 - iv. Aggregation of multiple or frequent requests.
- b. If appropriate, deny the request in writing, providing the appropriate ground such as one of the following:
 - i. The requestor is not, or has not presented evidence of being, a Tennessee citizen;

- ii. The request lacks specificity;
 - iii. An exemption makes the record not subject to disclosure under the TPRA;
 - iv. The City of Kingston is not the custodian of the requested records;
 - v. The records do not exist.
- c. If appropriate, contact the requestor to see if the request can be narrowed.
 - d. Forward the records request to the appropriate records custodian in the City of Kingston.
 - e. If requested records are in the custody of a different governmental entity, and the PRRC knows the correct governmental entity, advise the requestor of the correct governmental entity and PRRC for that entity if known.
- (3) The designated PRRC(s) is:
- a. Name or title: City Clerk
 - b. Contact information: Kingston City Hall, 900 Waterford Place, Kingston, TN 37763 Phone - (865) 376-6584 Facsimile - (865) 376-1425.

B. Records Custodian Actions

- (1) Upon receiving a public records request, a records custodian shall promptly make requested public records available in accordance with Tenn. Code Ann. ' 10-7-503. If the records custodian is uncertain that an applicable exemption applies, the custodian may consult with the PRRC, counsel, or the OORC.
- (2) If not practicable to promptly provide requested records because additional time is necessary to determine whether the requested records exist; to search for, retrieve, or otherwise gain access to records; to determine whether the records are open; to redact records; or for other similar reasons, then a records custodian shall, within seven (7) business days from the records custodian=s receipt of the request, send the requestor a completed Public Records Request Response Form which is attached as Form __, based on the form developed by the OORC.
- (3) If a records custodian denies a public record request, he or she shall deny the request in writing as provided in Section 3.A.2.b using the Public Records Request Response Form.
- (4) If a records custodian reasonably determines production of records should be segmented because the records request is for a large volume of records, or additional time is necessary to prepare the records for access, the records custodian shall use the Public Records Request Response Form to notify the requestor that production of the records will be in segments and that a records production schedule will be provided as expeditiously as practicable. If appropriate, the records custodian should contact the requestor to see if the request can be narrowed.
- (5) If a records custodian discovers records responsive to a records request were omitted, the records custodian should contact the requestor concerning the omission and produce the records as quickly as practicable.

C. Redaction:

- (1) If a record contains confidential information or information that is not open for public inspection, the records custodian shall prepare a redacted copy prior to providing access. If questions arise concerning redaction, the records custodian should coordinate with counsel or other appropriate parties regarding review and

redaction of records. The records custodian and the PRRC may also consult with the OORC.

- (2) Whenever a redacted record is provided, a records custodian should provide the requestor with the basis for redaction. The basis given for redaction shall be general in nature and not disclose confidential information.

IV. Inspection of Records:

- A. There shall be no charge for inspection of open public records.
- B. The location for inspection of records within the offices of the City of Kingston should be determined by either the PRRC or the records custodian.
- C. Under reasonable circumstances, the PRRC or a records custodian may require an appointment for inspection or may require inspection of records at an alternate location.

V. Copies of Records:

- A. A records custodian shall promptly respond to a public record request for copies in the most economic and efficient manner practicable.
- B. Copies will be available for pickup at a location specified by the records custodian.
- C. Upon payment for postage, copies will be delivered to the requestor's home address by the United States Postal Service.
- D. A requestor will be allowed to make copies of records with personal equipment.

VI. Fees and Charges and Procedures for Billing and Payment:

Fees and charges for copies of public records should not be used to hinder access to public records.

A. Records custodians shall provide requestors with an itemized estimate of the charges using the Public Records Request Form prior to producing copies of records and may require pre-payment of such charges before producing requested records.

- B. When fees for copies and labor do not exceed \$ _____, the fees may be waived. [Requests for waivers for fees above \$ _____ must be presented to _____, who is authorized to determine if such waiver is in the best interest of the City of Kingston and for the public good. Fees associated with aggregated records requests will not be waived.]
- C. Fees and charges for copies are as follows (if higher than the amounts authorized by the OORC Schedule of Reasonable Charges, documentation should be attached):
 - (1) \$0.15 per page for letter- and legal-size black and white copies.
 - (2) \$0.50 per page for letter- and legal-size color copies.
 - (3) Other:
 - (4) Labor when time exceeds ____ hours.
 - (5) If an outside vendor is used, the actual costs assessed by the vendor.
- D. [No duplication costs will be charged for requests for less than \$][# of pages.]
- E. Payment is to be made [in cash][by personal check][by credit card] payable to

[City] and presented to [the records custodian][bursar] [other].

F. Payment in advance will be required when costs are estimated to exceed \$ ____.

G. Aggregation of Frequent and Multiple Requests:

- (1) The City of Kingston will [not] aggregate record requests in accordance with the Frequent and Multiple Request Policy promulgated by the OORC when more than (4) requests are received within a calendar month (either from a single individual or a group of individuals deemed working in concert). [If aggregating]: The level at which records requests will be aggregated is (whether by agency, entity, department, office or otherwise).
- (2) The PRRC is responsible for making the determination that a group of individuals are working in concert. The PRRC or the records custodian must inform the individuals that they have been deemed to be working in concert and that they have the right to appeal the decision to the OORC.
- (3) Routinely released and readily accessible records excluded from aggregation include, but are not limited to: [list records].

PUBLIC RECORDS REQUEST FORM

The Tennessee Public Records Act (TPRA) grants Tennessee citizens the right to access open public records that exist at the time of the request. The TPRA does not require records custodians to compile information or create or recreate records that do not exist.

To: Kingston City Hall, 900 Waterford Place, Kingston, TN 37763 Phone - (865) 376-6584
Facsimile - (865) 376-1425. Attn: City Clerk.

From: [Insert Requestor=s Name and Contact Information (include an address for any TPRA required written response)]

Is the Requestor a Tennessee citizen? Yes ___ No ___

Request: Inspection. The TPRA does not permit fees or require a written request for inspection only. Tenn. Code Ann. ' 10-7-504(a)(20)(C) permits charging for redaction of private records of a utility.

Copy/Duplicate: If costs for copies are assessed, the Requestor has a right to receive an estimate. Do you wish to waive your right to an estimate and agree to pay copying and duplication costs in an amount not to exceed \$ _____? If so, initial here: _____.

Delivery preference: _____ On-Site _____ Pick-Up _____ USPS
First-Class Mail
_____ Electronic _____ Other: _____

Records Requested: Provide a detailed description of the record(s) requested, including: (1) type of record; (2) time frame or dates for the records sought; and (3) subject matter or key words related to the records. Under the TPRA, record requests must be sufficiently detailed to enable a governmental entity to identify the specific records sought. As such, your record request must provide enough detail to enable the records custodian responding to the request to identify the specific records you are seeking.

Signature of Requestor
Date Submitted: _____

Signature of Public Records Request Coordinator
Date Received: _____

PUBLIC RECORD REQUEST RESPONSE FORM
Kingston City Hall, 900 Waterford Place, Kingston, TN 37763
Phone - (865) 376-6584 Facsimile - (865) 376-1425.
[Date]

Requestor=s Name and Contact Information: _____

In response to your records request received on _____, our office is taking the action(s) indicated below:

The public record(s) responsive to your request will be made available for inspection:

Location: _____

Date & Time: _____

Copies of public record(s) responsive to your request are:

____ Attached
____ Available for pickup at the following location: _____
____ Being delivered via:
 ____ USPS First-Class Mail
 ____ Electronically
 ____ Other: _____

Your request is denied on the following grounds:

- ____ Your request was not sufficiently detailed to enable identification of the specific requested record(s). You need to provide additional information to identify the requested record(s).
- ____ No such record(s) exists or this office does not maintain record(s) responsive to your request.
- ____ No proof of Tennessee citizenship was presented with your request. Your request will be reconsidered upon presentation of an adequate form of identification.
- ____ You are not a Tennessee citizen.
- ____ You have not paid the estimated copying/production fees.
- ____ The following state, federal, or other applicable law prohibits disclosure of the requested records: _____.
- ____ It is not practicable for the records you requested to be made promptly available for inspection and/or copying because: _____.
- ____ It has not yet been determined that records responsive to your request exist.
- ____ The office is still in the process of retrieving, reviewing, and/or redacting the requested records.
- ____ The time reasonably necessary to produce the record(s) or information and/or to make a determination of a proper response to your request is: _____.

If you have any additional questions regarding your record request, please contact City Clerk.

Sincerely,

[Records Custodian or Public Record Request Coordinator]
[Name, Title, and Contact Information]

POLICY CONSIDERATIONS

The Tennessee General Assembly declares that the Tennessee Public Records Act (ATPRA) shall be broadly construed to give the fullest possible access to public records. See Tenn. Code Ann. ' 10-7-505(d). Accordingly, unless there is a clear exception provided in law, all public records of a governmental entity are to be open to Tennessee citizens for inspection.

Records custodians must comply with the TPRA and their respective public records policies and rules. Tenn. Code Ann. ' 10-7-506(a) grants records custodians the right to adopt and enforce reasonable rules governing the making of copies.

Adherence to the Model Public Records Policy developed by the Office of Open Records Counsel (AOORC) is not mandatory. However, courts may consider adherence to guidance provided by the OORC in determining whether a denial of access to public records by a records custodian is willful. See Tenn. Code Ann. ' 10-7-505(g). Additionally, adherence to the policies and guidelines of the OORC provides a safe harbor for records custodians. See the OORC's Safe Harbor Policy.

The TPRA authorizes a governmental entity to determine the following with respect to each entity's public records policy:

1. Whether to respond to TPRA requests by persons who are not citizens of Tennessee;
2. Whether to require government-issued photo identification as a prerequisite to providing access to records;
3. Whether to require requests for copies to be in writing and on a specific form;
4. Whether to charge for copying and duplication costs, including labor, when requestors ask for copies or duplicates;
5. Whether to waive copying and duplication costs in certain circumstances; and
6. Whether to permit requestors to make copies or duplicates using their own devices, such as a cell phone camera. (Note that use of requestor-provided devices such as flash drives pose serious security concerns.)

Prior to adopting a public records policy, a governmental entity should consider and determine the following:

1. Who or what is the appropriate governing authority responsible for approval of the policy as required by Tenn. Code Ann. ' 10-7-503(g).
2. Who or what sub-entities or offices are to be covered by the policy.
3. Whether there are legal requirements, other than the TPRA, that require the governmental entity to provide public access to specific records.
4. What authority, other than the TPRA, exists for charging fees for copies and whether it is mandatory or discretionary.
 - A. If no separate authority exists for duplication fees or copying fees, will fees be assessed for copies?
 - B. Will labor be charged when it exceeds one (1) hour (or will the governmental entity use a higher threshold)?
 - C. Will waivers be permitted, and who should have the authority to make the decision to waive fees?

5. Who, within the governmental entity, are records custodians, which are defined as any office, official or employee of any governmental entity lawfully responsible for the direct custody and care of a public record and whether there is a designated records officer or records archivist.

6. What records the government entity creates or receives that are required by law or ordinance, or that occur in the transaction of official business, that would be subject to disclosure under the TPRA.

7. Are the records produced in physical or electronic format and where are they stored or maintained?

8. If electronic, what capability exists to search and to securely electronically redact the records?

9. If in physical form, how are the records filed or cross-referenced?

10. If on microfilm, microfiche or other legacy formats, how are the records filed or cross-referenced? Is equipment available to access/read the records?

11. What, if any, exemptions apply to the governmental entity's public records or the information in the records making them confidential.

12. What means of communication exist for the public to communicate with the governmental entity.

13. What are the governmental entity's existing policies on:

A. Government transparency;

B. How to respond to TPRA requests, including what fees to charge;

C. Records management, including:

Retention, maintenance, and destruction;

Records made or received off-site or using personal devices; and

Monitoring of the accessibility and readability of records;

D. Use of email and other electronic communication and social media;

E. Use of personal devices in the work place;

F. Securing of records upon the departure of an employee/official; and

G. Disaster recovery and planning.

H. What resources are available for compliance with the TPRA.

14. What space is, or will be, available to requestors for physical inspection of records?

15. Is a secure computer terminal (that does not allow access to confidential records) available for public inspection of electronic records?

16. What is the governmental entity's capability to duplicate records? If the entity does not have internal capability, are there existing contracts with vendors or available duplication services to respond promptly to requests?

17. What staffing and funding is available?

18. What the governmental entity has or provides that may contain or produce records accessible pursuant to the TPRA, including:

- A. Portable electronic devices such as cell phones, laptops, or tablets;
- B. Voice mail;
- C. Email accounts;
- D. Websites; and
- E. Social media accounts, such as Facebook or Twitter.

19. Who should be appointed the Public Records Request Coordinator(s).

20. How will the appointment be disclosed internally and externally?

21. What authority exists to require records custodians to respond to the coordinator?

22. Whether Tennessee citizenship will be required for requests under the TPRA, and if so:

- A. Will visual inspection of a Tennessee driver=s license suffice or will a copy be kept?
- B. What forms of proof beyond a Tennessee driver=s license will be accepted?

23. Whether requests will be aggregated, whether by individual requestors or requestors acting in concert. See the OORC=s Reasonable Charges for Frequent and Multiple Requests Policy.

RESOLUTION NO 17-5-2-2

RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE, AND PAYMENT OF NOT TO EXCEED \$1,750,440 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017, OF THE CITY OF KINGSTON, TENNESSEE, AND PROVIDING THE DETAILS THEREOF

WHEREAS, the City of Kingston, Tennessee (the "Municipality" or the "City"), pursuant to resolutions adopted by the City Council (the "Council"), of the Municipality, has heretofore entered into that certain Loan Agreement, dated June 15 2012, in the original principal amount of \$2,000,000, by and among the PBA City of Clarksville, the City, and Fifth Third Bank, maturing May 25, 2013 through May 25, 2037, which is outstanding in the principal amount of \$1,740,000, after the payment on May 25, 2017 of \$56,000 principal (the "Outstanding Indebtedness"), with the proceeds having been used to finance a new City Hall for the City, and to pay costs incident to incurring the indebtedness

WHEREAS, the Outstanding Indebtedness bears interest at a variable rate;

WHEREAS, the Municipality desires to prepay the Outstanding Indebtedness in order to lock in a fixed rate of interest due to fixed rates being low at this time;

WHEREAS, the Outstanding Indebtedness evidenced by the Loan Agreement may be prepaid at any time with no prepayment penalty;

WHEREAS, the Council of the Municipality has determined that it is in the best interests of the Municipality to now prepay such Outstanding Indebtedness on the earliest practicable date;

WHEREAS, the Municipality is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), to issue and sell refunding bonds for the purpose of prepaying the Outstanding Indebtedness prior to its maturity;

WHEREAS, a plan of refunding for the Outstanding Indebtedness and a request to sell the refunding bonds by negotiated sale have been submitted to the Director of State and Local Finance for review as required by Sections 9-21-903, and 9-21-910, respectively, Tennessee Code Annotated, as amended, and the Director of State and Local Finance has issued a report thereon;

WHEREAS, the Council finds that it is now, therefore, necessary and desirable to provide for the execution, terms, issuance, sale, and payment of not to exceed \$1,750,440 General Obligation Refunding Bonds, Series 2017 (the "Bonds"); and,

WHEREAS, it is necessary to authorize the form of, terms, and execution of, an agreement for the purchase of the Bonds (the "Bond Purchase Agreement"), to be entered into by and between the Municipality and First Tennessee Bank National Association, Nashville, Tennessee (the "Purchaser"), in connection with the purchase of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KINGSTON, TENNESSEE, AS FOLLOWS:

Section 1. Authority. The Bonds herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. Without limiting any other definitions of terms and words in other sections of this Resolution, the following words and terms shall have the meanings indicated unless otherwise plainly apparent from the context:

"Act" means Title 9, Chapter 21, Tennessee Code Annotated, as amended.

"Authorized Representative of the Municipality" means the then Mayor or the then City Clerk of the Municipality, authorized by resolution or by law to act on behalf of and bind the Municipality.

"Bond" means individually, or **"Bonds"** means collectively, the General Obligation Refunding Bonds, Series 2017, of the Municipality authorized by this Resolution of the Council.

"Bond Counsel" means an attorney or firm of attorneys recognized as having experience in matters relating to the issuance of municipal obligations.

"Bond Purchase Agreement" means that certain Bond Purchase Agreement, dated the date of the sale of the Bonds, between the Municipality and the Purchaser.

"Bond Registrar" means the City Clerk of the Municipality, or his or her successor, or successors hereafter appointed in the manner provided in this Resolution.

"City Clerk" means the duly appointed, qualified, and acting City Clerk of the Municipality, or his or her successors.

"Closing Date" means the date of delivery and payment of the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Bonds and as hereafter amended, supplemented, or revised insofar as such amendments, supplements, or revisions shall pertain to or affect the Bonds.

"Council" means the City Council of the Municipality.

"Interest Payment Date" means each date on which interest shall be payable on any of the Bonds, according to their respective terms so long as any of the Bonds shall be Outstanding.

"Mayor" means the duly elected, qualified, and acting Mayor of the Municipality, or his or her successors.

"Owner", when used with reference to the Bonds, means any entity who shall be the registered owner of any then outstanding Bond or Bonds.

"Principal Payment Date" means such date on which principal shall be payable on any of the Bonds, according to their respective terms so long as any of the Bonds shall be outstanding.

"Resolution" means this Resolution, as supplemented and amended.

"Scheduled Put Option Date" means initially the fifth anniversary of the date of the closing of the Bonds, subject to extension as set forth in Section 5(b) hereof, and if extended by the Purchaser, the fifth anniversary of the prior Scheduled Put Option Date.

Section 3. Authorization. For the purpose of providing funds to prepay the Outstanding Indebtedness and to pay costs of issuance in connection with the Bonds, there is hereby authorized to be issued general obligation refunding bonds of the Municipality in the aggregate principal amount of not to exceed One Million Seven Hundred Fifty Thousand Four Hundred Forty Dollars (\$1,750,440). No Bonds may be issued under the provisions of this Resolution except in accordance herewith. The Council hereby finds that it is advantageous to the Municipality to issue the Bonds to prepay the Outstanding Indebtedness and to pay costs in connection with the issuance of the Bonds.

Section 4. Form of Bonds; Execution. (a) The Bonds are issuable only as fully registered bonds, without coupons, in minimum denominations of \$5,000. All Bonds issued under this Resolution shall be substantially in the form set forth in Exhibit "A" attached hereto, and by this reference incorporated herein as fully as though copied, with such appropriate variations, omissions, and insertions as are permitted or required by this Resolution, the blanks therein to be appropriately completed when the Bonds are prepared, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto or as otherwise desired by the Municipality. The Bonds shall be numbered consecutively from one upwards.

(b) The Bonds shall be executed in such manner as may be prescribed by applicable law in the name, and on behalf, of the Municipality with the manual signature of the Mayor and attested with the manual signature of the City Clerk, and with the official seal of the Municipality impressed or imprinted thereon. The Bonds shall not be valid for any purpose unless authenticated by the manual signature of the Bond Registrar on the certificate set forth on the Bonds.

(c) In the event any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Any Bond may bear the signature of such individuals who, at the actual time of the execution of such Bond, were the proper officers of the Municipality to sign such Bond, although on the date of the adoption by the Municipality of this Resolution, such individuals may not have been such officers.

Section 5. Terms, Payment, and Certain Other Provisions of the Bonds. (a) The Bonds shall be designated "General Obligation Refunding Bonds, Series 2017". Each Bond shall be dated the date of issuance and delivery, or such other date as the Authorized Representatives of the Municipality executing the Bonds shall determine; shall be sold at the price of par; shall bear interest from the date thereof at a rate or rates to be hereafter determined by the officials of the Municipality executing the Bonds when said Bonds are sold, but not exceeding 3% per annum, such interest being payable semiannually on the first day of May and November of each year, commencing November 1, 2017; and, shall be payable on the first day of May in the principal amounts set forth in the Bond Purchase Agreement with the final maturity date of May 1, 2037; provided, however, that the Mayor and the City Clerk are hereby authorized to make such adjustments in the principal amounts as are necessary to provide the most effective overall debt service for the Municipality.

In the event that any amount payable on any Bond as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Bond as a prepayment thereof without penalty, and such excess shall not be considered to be interest.

The principal of, and all installments of interest on, any Bond shall bear interest from and after their respective due dates at a rate of interest equal to the rate of interest payable on the principal of such

Bond. 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.

(b) Interest on the Bonds shall be payable by wire transfer, electronic means, or by check or other form of draft of the Bond Registrar, deposited by the Bond Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the Owner of such Bonds, as of the applicable Interest Payment Date, at its address as shown on the Registration Books of the Municipality maintained by the Bond Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. All payments of the principal of and interest on the Bonds shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

(b) The Purchaser, at its sole option, may (i) extend the Scheduled Put Option Date for purposes of the Bonds for an additional term of five (5) years upon such terms as may be mutually agreed upon by the Purchaser, the City, and the Tennessee Municipal Bond Fund (the "Administrator"), or (ii) put the Bonds to the City for purchase on such Scheduled Put Option Date; provided, however, unless on or before one hundred eighty (180) days prior to the Scheduled Put Option Date, the Purchaser shall have notified the City and the Administrator, in writing, that it intends to put the Bonds to the City for purchase on the next Scheduled Put Option Date, then the Purchaser shall be obligated to extend the Scheduled Put Option Date for an additional five (5) year term from the then stated Scheduled Put Option Date.

If the Purchaser elects (or is deemed to have elected) to extend the Scheduled Put Option Date, its obligation to do so shall nevertheless be conditioned on the following:

- (i) That no default under the Bonds exists on the Scheduled Put Option Date; and,
- (ii) The Purchaser shall have received an opinion of bond counsel, in form acceptable to the Bank on the Scheduled Put Option Date.

(c) The Council of the City understands and is aware that the Purchaser has the option to put the Bond for purchase to the City during the term of the Bonds (the "Put Option"), at certain intervals upon not less than one hundred eighty days' written notice to the City, the Administrator, and the City.

The Council is aware of the risks and benefits associated with the Bonds and the Put Option. The Council finds that the repayment structure of the Bonds (including the Put Option) is in the public interest of the City.

The Council further agrees that it is willing to pay additional issuance costs associated with the refunding of the Bonds in the event the Put Option is exercised by the Purchaser. In the event that the Put Option is exercised by the Purchaser, and the City is unable to pay the Bonds in full on such date and no subsequent holder can be determined, the Council commits to refund the Bonds in the following manner:

- (x) the Council shall submit a plan of refunding to the Comptroller or Comptroller's designee;
- (y) the final maturity of the refunding debt obligation will not extend beyond the final maturity of the original Bonds; and,

(z) the debt service structure of the refunding debt obligation will be substantially similar to or more declining than the debt structure of the original Bonds.

The Council has not retained an independent municipal advisor in connection with the issuance of the Bonds. The Council understands and acknowledges that the Purchaser does not owe a fiduciary duty to the City and that the Purchaser is acting for its own business and commercial interests. The Council has consulted with such advisors and experts as it deems appropriate before the consideration and adoption of this Resolution.

Section 6. Redemption. The Bonds shall be subject to redemption prior to maturity on each Scheduled Put Option Date upon not less than forty-five (45) days' written notice to the Purchaser. Notwithstanding the above, at the option of the City, upon forty-five (45) calendar days written notice to the Purchaser, and with the consent of the Purchaser, the City may prepay the Bonds in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Provided, further, the Municipality may pay additional principal payments on the Bonds upon fifteen (15) calendar days' written notice to the Purchaser; provided, however, no more than twenty percent (20%) of the outstanding principal of the Bonds in addition to the regular principal payment may be paid in any twelve month period.

Section 7. Registration, Negotiability, and Payment. The City Clerk of the Municipality is hereby appointed the Bond Registrar and paying agent (the "Bond Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Bonds, and shall also perform such other duties as may be required in connection with any of the foregoing. The Bond Registrar is hereby authorized to authenticate and deliver the Bonds to the original purchaser thereof, or as it may designate, upon receipt by the Municipality 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 Bonds to be transferred in proper form with proper documentation as herein described. The Bonds shall not be valid for any purpose unless authenticated by the Bond Registrar by the manual signature of the Bond Registrar on the certificate set forth in Exhibit "A" hereto. The Bonds shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Bonds shall be valid unless such transfer is noted upon the Registration Books and until such Bond is surrendered, cancelled, and exchanged for a new Bond which shall be issued to the transferee, subject to all the conditions contained herein.

Section 8. Transfer of Bonds. (a) Each Bond shall be transferable only on the Registration Books maintained by the Bond Registrar at the office of the Bond Registrar, upon the surrender for cancellation thereof at the office of the Bond Registrar, together with an assignment of such Bond duly executed by the Owner thereof or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Bond, the Bond Registrar shall, in exchange for the surrendered Bond or Bonds, deliver in the name of the transferee or transferees a new Bond or Bonds of authorized denominations, of the same aggregate principal amount and maturity and rate of interest as such surrendered Bond or Bonds, and the transferee or transferees shall take such new Bond or Bonds subject to all of the conditions herein contained.

(b) The Municipality and the Bond Registrar may deem and treat the entity in whose name any Bond shall be registered upon the Registration Books maintained by the Bond Registrar as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of, and the interest on, such Bond and for all other purposes. All such payments so made to the registered Owner thereof shall be valid and effectual to satisfy and discharge the liability of the

Municipality or the Bond Registrar upon such Bond to the extent of the sum or sums so paid. Neither the Municipality nor the Bond Registrar shall be affected by any notice to the contrary.

Section 9. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Bonds is exercised, the Municipality shall execute, and the Bond Registrar shall deliver, Bonds in accordance with the provisions of this Resolution. For every transfer of Bonds, whether temporary or definitive, the Municipality and the Bond Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, and other governmental charges shall be paid by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the Municipality nor the Bond Registrar shall be obligated to transfer any Bond after the fifteenth (15th) calendar day of the month next preceding an Interest Payment Date.

Section 10. Mutilated, Lost, Stolen, or Destroyed Bonds. In the event any Bond issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such Bond shall, at the written request of the Owner, be cancelled on the Registration Books and a new Bond shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Bond. Thereafter, should such mutilated, lost, stolen, or destroyed Bond or Bonds come into possession of the Owner, such Bonds shall be returned to the Bond Registrar for destruction by the Bond Registrar. If the principal on said mutilated, lost, stolen, or destroyed Bond shall be due within fifteen (15) calendar days of receipt of the written request of the Owner for authentication and delivery of a new Bond, payment therefor shall be made as scheduled in lieu of issuing a new Bond. In every case the Owner shall certify in writing as to the destruction, theft, or loss of such Bond, and shall provide indemnification satisfactory to the Municipality and to the Bond Registrar, if required by the Municipality and the Bond Registrar.

Section 11. Authentication. Only such of the Bonds as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Bond Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Bond shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Bond Registrar. Such executed certificate of authentication by the Bond Registrar upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 12. Source of Payment and Security. The Bonds, including the principal thereof and the interest thereon, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. The Bonds shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Bonds the full faith and credit of the Municipality is hereby irrevocably pledged.

Section 13. Levy of Taxes. For the purpose of providing for the payment of the principal of, and interest on, the Bonds, there shall be levied in each year in which such Bonds shall be outstanding, to the extent necessary, a direct tax on all taxable property in the Municipality, fully sufficient, to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount. The Council of the Municipality is required by law and shall and does hereby pledge to levy such tax. Principal and interest, or either of the foregoing, falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund

or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected.

Section 14. Sale of Bonds. (a) The Bonds herein authorized are authorized to be sold by the Mayor at a private negotiated sale at a price of not less than par in accordance with the provisions of the Bond Purchase Agreement. The Bonds shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Bonds, as set forth in such Bond Purchase Agreement.

The Mayor, in consultation with the Purchaser of the Bonds, is authorized, prior to the sale of the Bonds and the execution of the Bond Purchase Agreement, to make such changes in the structuring of the terms of the Bonds as the Mayor shall deem necessary to provide for the most efficient refunding of the Outstanding Indebtedness, as may be in the best interests of the Municipality. In this regard, the Mayor, in consultation with the Purchaser of the Bonds, is authorized to cause to be sold an aggregate principal amount of the Bonds less than that authorized herein and to make adjustments to the maturity schedule set forth in Section 5 hereof, and to change the redemption provisions set forth in Section 6 hereof; provided, however, that no redemption premium shall be greater than two percent (2%).

(b) The form, content, and provisions of the Bond Purchase Agreement as presented to this meeting of the Council and attached hereto as Exhibit "B," are in all particulars approved, and the Mayor and the City Clerk are hereby authorized, empowered, and directed to execute, acknowledge, and deliver said Bond Purchase Agreement in the name, and on behalf of the Municipality.

The Bond Purchase Agreement is to be in substantially the form now before this meeting of the Council, or with such changes therein as shall be approved by the Mayor and City Clerk executing the same, their execution thereof to constitute conclusive evidence of the approval of any and all such changes or revisions.

The Authorized Representatives of the Municipality are hereby authorized, empowered, and directed, from and after the execution and delivery of the Bond Purchase Agreement to do all acts and things, and execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Bond Purchase Agreement, as executed and delivered.

Section 15. Disposition of Bond Proceeds. The proceeds from the sale of the Bonds shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof. Said proceeds shall be used, together with other available funds of the Municipality to prepay the Outstanding Indebtedness, such prepayment to occur on the first available date, but in no event later than eighty-nine (89) days from the date of issuance of the Bonds and to pay costs of issuance in connection with the Bonds.

Section 16. Prepayment of the Outstanding Indebtedness. Upon the adoption of the Resolution, the Outstanding Indebtedness maturing May 25, 2018 through May 25, 2037, inclusive, is hereby authorized to be prepaid and notice of such intent to prepay the Outstanding Indebtedness shall be given by the Municipality in accordance with the provisions of the Loan Agreement.

Section 17. Non-Arbitrage Certification. The Municipality certifies and covenants with the Owner of the Bonds that so long as the principal of any Bond remains unpaid, monies on deposit in any fund or account in connection with the Bonds, whether or not from any other source, 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. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when, and to the extent that said Section 148 or regulations

promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of Bond Counsel, result in making the interest on the Bonds subject to federal income taxation.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom, and the Municipality represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as such term is defined and used in the Code, pursuant to the Code, 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 subject to inclusion in the gross income of the Owner of the Bonds for purposes of federal income taxation.

Section 18. Designation of Bonds Qualified Tax-Exempt Obligations. The Municipality hereby designates the Bonds as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Municipality reasonably anticipates that the amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii)) which will be issued during the calendar year by the Municipality (i) any issuer with respect to which the Municipality is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed \$10,000,000, and not more than \$10,000,000 of obligations issued by the Municipality (together with those issued by any other issuers that are treated as one issuer under such Section 265(b)(3)) during the 2017 calendar year will be designated as "qualified tax-exempt obligations".

Section 19. Resolution a Contract: Amendments. The provisions of this Resolution shall constitute a contract between the Municipality and the Owner of the Bonds and after the issuance of the Bonds, no change, variation, or alteration of any kind in the provisions of this Resolution which would impair the rights of the Owner shall be made in any manner, until such time as all installments of the principal of and interest on the Bonds shall have been paid in full unless the consent of all of the Owner of all then outstanding Bonds has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights of the Owner. The laws of the State of Tennessee shall govern this Resolution.

Section 20. Remedies. Any Owner of the Bonds shall have such remedies as provided by Title 9, Chapter 21, Section 216, Tennessee Code Annotated, as amended.

Section 21. Failure to Present Bonds. In the event any Bond shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Bond shall be held by the Bond Registrar for the benefit of the Owner thereof, all liability of the Municipality to such Owner for the payment of such Bond shall forthwith cease, terminate, and be completely discharged. Thereupon, the Bond Registrar shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Bond, subject to escheat or other similar law, and any applicable statute of limitation.

Section 22. Payments Due on Saturdays, Sundays, and Holidays. In any case where the date of maturity or interest on or principal of any Bond shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions in the State of Tennessee are authorized by law to close, then the payment of the interest on, or the principal of such Bond need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions in the State of Tennessee are authorized by law to close,

with the same force and effect as if made on the date of maturity and no interest shall accrue for the period after such date.

Section 23. No Action to be Taken Affecting Validity of the Bonds. The Council hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Bonds or limit the rights and remedies of the Owner from time to time of such Bonds or affect the exclusion of interest thereon from the gross income of the Owner thereof for federal income tax purposes.

Section 24. Miscellaneous Acts. The Mayor, the City Clerk, the City Manager, and all other appropriate officials of the Municipality, are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery of the Bonds and for the redemption of the Outstanding Indebtedness.

Section 25. No Recourse Under Resolution or on Bonds. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Bonds.

Section 26. Partial Invalidity. If any one or more of the sections, paragraph, or provisions of this Resolution, or of any exhibit or attachment hereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment hereto, but this Resolution, and the exhibits and attachments hereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein or therein, as the case may be.

Section 27. Repeal of Conflicting Resolutions and Effective Date. All 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, the welfare of the Municipality requiring it.

Approved and adopted this 9th day of May, 2017.


Mayor

ATTEST:


City Clerk

STATE OF TENNESSEE)
COUNTY OF ROANE)

I, Marsha Marshall, hereby certify that I am the duly qualified and acting City Clerk of the City of Kingston, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council (the "Council"), of said Municipality held on May 9, 2017; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed \$1,750,440 General Obligation Refunding Bonds, Series 2017, by said Municipality; (4) that the actions by said Council, including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Council was present and acting throughout said meeting.



WITNESS my official signature and the seal of said Municipality this 9th day of May, 2017.

Marsha P. Marshall
City Clerk

EXHIBIT A - FORM OF BOND

Registered
No. _____

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF KINGSTON
GENERAL OBLIGATION REFUNDING BOND,
SERIES 2017

Dated Date:

Registered Owner:

Principal Amount:

THE CITY OF KINGSTON, TENNESSEE (the "Municipality" or the "City"), a lawfully organized and existing municipal corporation, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Principal Payment Dates and in the Principal Amounts set forth on Exhibit A attached hereto and incorporated herein as fully as though copied, and to pay interest on said Principal Amounts from the date hereof, or such later date as to which interest has been paid, to the Principal Payment Dates set forth on Exhibit A, semiannually on May 1 and November 1 of each year, commencing November 1, 2017, at the Interest Rate per annum set forth on Exhibit A, with principal and interest being payable by wire transfer, check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the City Clerk maintained at the principal office of the City Clerk, Kingston, Tennessee, or his or her successor as registrar and paying agent (the "Bond Registrar"), on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this bond under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. 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.

The principal hereof and all installments of interest hereon, shall bear interest from and after their respective due dates at the same rate of interest payable on the principal hereof.

This Bond is authorized and issued pursuant to and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended. Section 9-21-117, Tennessee Code Annotated, as amended, provides that this Bond and the income therefrom shall be exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, transfer, and estate taxes, and except as otherwise provided in said Code.

This Bond is known as "General Obligation Refunding Bond, Series 2017" (the "Bond"), issued by the Municipality in the original principal amount of \$1,750,440. The Bond, which is issued for the purpose of providing funds to prepay the outstanding principal of that certain Loan Agreement, dated June 15, 2012, in the original amount of \$2,000,000 (the "Loan Agreement"), with a public building authority, the proceeds of such loan having been used by the Municipality to finance the acquisition and equipping of a new City Hall for the City, and to pay costs incident to incurring the indebtedness, which is outstanding in the principal amount of \$1,740,000, after the payment on May 25, 2017 of \$56,000 and matures May 25, 2018 through May 25, 2037, and to pay costs of issuance in connection with the Bond, is authorized by appropriate resolutions of the City Council and particularly that certain Resolution of the City Council, adopted on May 9, 2017, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution as so amended or supplemented, being herein called the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of said Resolution are on file at the office of the City Clerk of the Municipality, and reference is hereby made to said Resolution and the Act, for a more complete statement of the terms and conditions upon which the Bond is issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This Bond is further issued pursuant to the provisions of that certain Bond Purchase Agreement, dated of even date herewith, by and between the Municipality and First Tennessee Bank National Association, Nashville, Tennessee, as the purchaser of the Bond (the "Bank"). This Bond shall be subject to the provisions set forth in the Bond Purchase Agreement.

The Bank, as the purchaser of the Bond, at its sole option, may (i) extend the Scheduled Put Option Date, as hereinafter defined, for purposes of the Bond for an additional term of five (5) years upon such terms as may be mutually agreed upon by the Bank, the City, and the Tennessee Municipal Bond Fund (the "Administrator"), or (ii) put the Bond to the City for purchase on such Scheduled Put Option Date; provided, however, unless on or before one hundred eighty (180) days prior to the Scheduled Put Option Date, the Bank shall have notified the City and the Administrator, in writing, that it intends to put the Bond to the City for purchase on the next Scheduled Put Option Date, then the Bank shall be obligated to extend the Scheduled Put Option Date for an additional five (5) year term from the then stated Scheduled Put Option Date.

If the Bank elects (or is deemed to have elected) to extend the Scheduled Put Option Date, its obligation to do so shall nevertheless be conditioned on the following:

- (a) That no default under the Bond exists on the Scheduled Put Option Date; and,
- (b) The Bank shall have received an opinion of bond counsel, in form acceptable to the Bank on the Scheduled Put Option Date.

Further, if the Bank elects (or is deemed to have elected) to extend the Scheduled Put Option Date, it may at its sole option, elect to modify the interest rate on the Bond by notice delivered to the City and the Administrator not less than one hundred eighty (180) days prior to the Scheduled Put Option Date.

"Scheduled Put Option Date" means initially the fifth anniversary of the date of the dated date of the Bond, and, if extended by the Bank, the fifth anniversary of the prior Scheduled Put Option Date.

If the City agrees to the new interest rate, the Bank will cause to be provided to the City an amended Exhibit A showing the debt service schedule of this Bond with the revised interest payments and

interest rate; provided, however, that the principal payments due on each principal payment date shall not be revised due to any rate adjustment. If the interest rate is changed or revised, Exhibit A attached hereto shall be accordingly revised and a new Exhibit A shall be attached hereto and incorporated herein.

This Bond is payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. For the prompt payment of this Bond, both principal and interest, as the same shall become due, the full faith, and credit of the Municipality is hereby irrevocably pledged.

The Municipality has designated the Bond as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Subject to the provisions for registration and transfer contained herein and in the Resolution, this Bond is transferable by the Registered Owner hereof in person or by his, her, or its attorney or legal representative at the office of the Bond Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this Bond. Upon any such transfer, the Municipality shall execute and the Bond Registrar shall authenticate and deliver in exchange for this Bond a new fully registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate. For every exchange or transfer of bonds, whether temporary or definitive, the Municipality and the Bond Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, or other governmental charges shall be paid by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The Municipality and the Bond Registrar may deem and treat the person or entity in whose name this Bond is registered as the absolute owner hereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of, and interest on, this Bond and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid, and neither the Municipality nor the Bond Registrar shall be affected by any notice to the contrary.

The Bond is issuable only as a fully registered Bond, without coupons, in the denomination of \$1,750,440. At the principal office of the Bond Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, the Bond may be exchanged for an equal principal amount of bonds of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Bond shall be subject to redemption prior to maturity on each Scheduled Put Option Date upon not less than forty-five (45) days' written notice to the Bank. Notwithstanding the above, at the option of the City, upon forty-five (45) calendar days written notice to the Bank, and with the consent of the Bank, the City may prepay the Bond in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Provided, further, the City may pay additional principal payments on the Bonds upon fifteen (15) calendar days' written notice to the Bank; provided, however, no more than twenty percent (20%) of the outstanding principal of the Bonds in addition to the regular principal payment may be paid in any twelve month period.

This Bond shall have all the qualities and incidents of, and shall be a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such Bond. This Bond is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to, and in the issuance of, this Bond in order to make this Bond a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee, and that this Bond and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE CITY OF KINGSTON, TENNESSEE, by its City Council has caused this Bond to be executed by the manual signature of the Mayor and attested by the manual signature of the City Clerk, to have its official seal to be impressed or imprinted hereon, all as of _____, 2017.

EXHIBIT B - FORM OF BOND PURCHASE AGREEMENT



CITY OF KINGSTON, TENNESSEE

AND

**FIRST TENNESSEE BANK NATIONAL ASSOCIATION,
NASHVILLE, TENNESSEE**

BOND PURCHASE AGREEMENT

Dated: June __, 2017

**\$1,750,440
GENERAL OBLIGATION REFUNDING BOND,
SERIES 2017**

BOND PURCHASE AGREEMENT

**City of Kingston, Tennessee
\$1,750,440
General Obligation Refunding Bond, Series 2017**

THIS BOND PURCHASE AGREEMENT (the "Bond Purchase Agreement"), dated June ____, 2017, is by and between the CITY OF KINGSTON, TENNESSEE, a municipal corporation duly organized and existing under the laws of the State of Tennessee (the "Municipality" or the "City"), and FIRST TENNESSEE BANK NATIONAL ASSOCIATION, Nashville, Tennessee, a national banking association (the "Purchaser" or the "Bank"):

Section 1. Background.

1.1 (a) The Municipality will issue its \$1,750,440 General Obligation Refunding Bond, Series 2017, dated the date of issuance and delivery (the "Refunding Bond"), for the purpose of prepaying the outstanding principal of that certain Loan Agreement, dated June 15, 2012, in the original amount of \$2,000,000 (the "Loan Agreement"), with a public building authority, the proceeds of such loan having been used by the Municipality to finance the acquisition and equipping of a new City Hall for the City and to pay costs incident to incurring the indebtedness, of which \$1,740,000 is currently outstanding and matures May 25, 2018 through May 25, 2037 (the "Outstanding Indebtedness"), and to pay costs of issuance in connection with the Refunding Bond;

(b) The Refunding Bond is issued pursuant to that certain resolution adopted by the City Council of the Municipality on May 9, 2017 (the "Resolution").

(c) In accordance with the Resolution, the proceeds of the Refunding Bond will be used on or before June 15, 2017, to prepay the Outstanding Indebtedness.

1.2 The Refunding Bond shall be in substantially the form set forth in the Resolution; shall be issuable as a fully registered bond, in the denomination of \$1,750,440; shall be dated the date of issuance and delivery; shall bear interest from such date payable semiannually on May 1 and November 1 of each year, with the first interest payment to be made on November 1, 2017; shall bear interest at the rate of __%, subject to adjustment as set forth below, and shall mature on the first day of May in the years and in the principal amounts set forth below:

| <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
| 2018 | \$ |
| 2019 | |
| 2020 | |
| 2021 | |
| 2022 | |
| 2023 | |
| 2024 | |
| 2025 | |
| 2026 | |
| 2027 | |
| 2028 | |
| 2029 | |
| 2030 | |
| 2031 | |
| 2032 | |
| 2033 | |
| 2034 | |
| 2035 | |
| 2036 | |
| 2037 | |
| Total | \$ 1,750,440 |

The Bank, as the purchaser of the Refunding Bond, at its sole option, may (i) extend the Scheduled Put Option Date, as hereinafter defined, for purposes of the Refunding Bond for an additional term of five (5) years upon such terms as may be mutually agreed upon by the Bank, the City, and the Tennessee Municipal Bond Fund (the "Administrator"), or (ii) put the Refunding Bond to the City for purchase on such Scheduled Put Option Date; provided, however, unless on or before one hundred eighty (180) days prior to the Scheduled Put Option Date, the Bank shall have notified the City and the Administrator, in writing, that it intends to put the Refunding Bond to the City for purchase on the next Scheduled Put Option Date, then the Bank shall be obligated to extend the Scheduled Put Option Date for an additional five (5) year term from the then stated Scheduled Put Option Date.

If the Bank elects (or is deemed to have elected) to extend the Scheduled Put Option Date, its obligation to do so shall nevertheless be conditioned on the following:

- (a) That no default under the Refunding Bond exists on the Scheduled Put Option Date; and,
- (b) The Bank shall have received an opinion of bond counsel, in form acceptable to the Bank on the Scheduled Put Option Date.

Further, if the Bank elects (or is deemed to have elected) to extend the Scheduled Put Option Date, it may at its sole option, elect to modify the interest rate on the Refunding Bond by notice delivered to the City and the Administrator not less than one hundred eighty (180) days prior to the Scheduled Put Option Date.

"Scheduled Put Option Date" means initially the fifth anniversary of the date of the dated date of the Refunding Bond, and, if extended by the Bank, the fifth anniversary of the prior Scheduled Put Option Date.

1.3 (a) The Refunding Bond, upon forty-five (45) days calendar days' written notice, may be prepaid, in whole or in part, on any Scheduled Put Option Date, so long as the City is not in default under the provisions of the Refunding Bond.

(b) The Refunding Bond may not be prepaid in whole or in part during the term of the Refunding Bond except as set forth above; provided, however, at the option of the City, upon forty-five (45) calendar days written notice to the Bank, and with the consent of the Bank, the City may prepay the Refunding Bond in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Provided, further, the City may pay additional principal payments on the Refunding Bond upon fifteen (15) calendar days' written notice to the Bank; provided, however, no more than twenty percent (20%) of the outstanding principal of the Bonds in addition to the regular principal payment may be paid in any twelve month period.

1.4 The Refunding Bond is payable as to both principal and interest from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, or amount and for which the punctual payment of the principal of and interest on the Refunding Bond, the full faith and credit of the Municipality is irrevocably pledged.

Section 2. Representations and Warranties of the Municipality.

The Municipality represents and warrants to the Bank (which representations and warranties will survive the purchase and delivery of the Refunding Bond) that:

2.1 The Municipality is a municipal corporation duly organized and validly existing under the laws of the State of Tennessee, and is authorized and empowered by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as the same may be from time to time supplemented and amended (the "Act"), and its Charter to enter into the transactions contemplated by this Bond Purchase Agreement and to carry out its obligations hereunder.

2.2 The Municipality has complied with the provisions of the Act and its Charter and has full power and authority to issue and sell the Refunding Bond as provided herein and in the Resolution and has full power and authority to enter into and has duly authorized the execution and delivery of the Resolution and this Bond Purchase Agreement.

2.3 The Resolution duly adopted by the Municipality and still in force and effect authorizes (1) the execution, delivery, and due performance of this Bond Purchase Agreement and the Refunding Bond, and (2) the taking of any and all action as may be required on the part of the Municipality to carry out, give effect to and consummate the transactions contemplated by this Bond Purchase Agreement.

2.4 This Bond Purchase Agreement upon its effective date, will, assuming due execution by the other parties hereto, constitute a legal, valid, and binding obligation of the Municipality in accordance with its terms.

2.5 The Refunding Bond, when issued, delivered, and paid for as provided in this Bond Purchase Agreement is the valid and binding obligation of the Municipality enforceable in accordance with and entitled to the benefits and security of the Resolution and the other security therefor.

2.6 There is no action, suit, proceeding, or investigation at law or in equity or before or by any court, public Council or body pending or, to the knowledge of the Municipality, threatened against or affecting the Municipality (or, to the knowledge of the Municipality, any basis therefor) wherein an

unfavorable decision, ruling, or finding would adversely affect (i) the transactions contemplated by this Bond Purchase Agreement or the validity of the Refunding Bond, the Resolution, this Bond Purchase Agreement, or any agreement or instrument to which the Municipality is a party and which is used or contemplated for use in the completion of the transactions contemplated hereby or (ii) the exclusion of interest on the Refunding Bond from gross income of the holders thereof for federal income tax purposes.

2.7 The execution and delivery of this Bond Purchase Agreement, the Refunding Bond, the Resolution, and the other agreements contemplated hereby and in compliance with the provisions thereof will not conflict with or constitute on the part of the Municipality a breach of or a default under any existing agreement, indenture, mortgage, lease, or other instrument to which the Municipality is subject or by which it is or may be bound or, to the best knowledge of the Municipality, any law, regulation, order, or decree applicable to the Municipality, of any court, regulatory body or administrative body having jurisdiction over the Municipality or its Refunding Bond.

2.8 Any certificate signed by an authorized officer of the Municipality delivered to any other party hereto shall be deemed a representation and warranty by the Municipality to any such party as to the statements made by the Municipality herein.

2.9 No further approval, consent, authorization or order of, or filing, registration or declaration with, or withholding of objection on the part of, any court or regulatory body, federal, state or local, is required in connection with (i) the issuance and delivery of the Refunding Bond by the Municipality, or (ii) the execution or delivery of or compliance by the Municipality with the terms and conditions of this Bond Purchase Agreement, the Resolution, or the Refunding Bond.

2.10 The Municipality will apply the proceeds from the sale of the Refunding Bond as provided in and subject to all the terms of the Resolution and will observe all covenants of Municipality in such Resolution.

2.11 The Municipality will not take any action or permit any action to be taken on its behalf, or cause or permit any circumstances within its control to arise or continue, if such action or circumstances will adversely affect the exclusion from gross income of the interest on the Refunding Bonds for federal tax purposes.

Section 3. Representations and Warranties of the Bank.

3.1 The Bank has received all necessary information with respect to the Municipality necessary in order to purchase the Refunding Bond.

3.2 The Resolution, the Refunding Bond, and this Bond Purchase Agreement have been approved by the Bank and contain the terms agreed to by the Bank.

3.3 The Bank has made its own independent investigation and evaluation of the financial position of the Municipality, or has caused such investigation and evaluation of the Municipality to be made by persons it deems competent to do so.

Section 4. Purchase, Sale, and Closing.

4.1 Subject to the terms and conditions herein set forth, the Municipality agrees to sell to the Bank and the Bank agrees to purchase from the Municipality the Refunding Bond in the principal amount of \$1,750,440 at the price of par.

The closing for the Refunding Bond (the "Closing") will be held on June __, 2017 (the "Closing Date"). Payment for the Refunding Bond shall be made in a manner satisfactory to the Municipality and the Bank in immediately available funds (unless agreed upon otherwise by the Bank) against delivery to the Bank of the Refunding Bond purchased thereby. The Refunding Bond will be delivered at the Closing to the Bank.

4.2 The Bank's obligations to pay for the Refunding Bond and the obligations of the Municipality to issue the Refunding Bond are subject to the fulfillment of the following conditions at or before the Closing:

(a) The Municipality's representations hereunder are true as of the date hereof. .

(b) The Resolution shall be in full force and effect and shall not have been amended or modified in any way which would adversely affect the Refunding Bond or the rights of any of the Bank and there shall have been no material adverse change in the properties, business (financial or otherwise), or results of the operation of the Municipality since the date of the adoption of the Resolution.

(c) The Municipality shall not have defaulted in any of its respective covenants hereunder.

(d) The Refunding Bond and the Resolution, shall have been duly authorized, executed, and delivered in the form heretofore approved by the Bank with only such changes therein as the Bank and the other parties thereto shall mutually agree upon.

(e) The Bank shall have received or approved:

(i) an opinion of Bond Counsel, dated as of the Closing, in form and substance satisfactory to the Bank;

(ii) an opinion of counsel to the Municipality, dated as of the Closing, in form and substance satisfactory to the Bank;

(iii) copy of the executed Resolution; and,

(iv) closing certificates in forms satisfactory to the Bank.

(f) As of the date hereof there shall not be any litigation or proceeding pending or threatened challenging the validity of this Bond Purchase Agreement, the Resolution, the Refunding Bond, or any other attendant documents, impairing the ability of the Municipality to pay the Refunding Bond, or seeking to enjoin any of the transactions referred to therein, and the Bank shall have received a certificate or certificates to this effect.

Section 5. Miscellaneous.

5.1 No omission or delay by the Bank or the Municipality in exercising any right or power under this Bond Purchase Agreement will impair such right or power or be construed to be a waiver of any default or an acquiescence therein, any single or partial exercise of any such right or power will not preclude any other or further exercise thereof or the exercise of any other right, and no waiver will be valid unless in writing and signed by the Bank or, if a waiver of default is properly waivable by the Municipality, then signed by the Municipality and the Bank and then only to the extent specified. All remedies herein and by law afforded will be cumulative and will be available to the Bank and the Municipality until the Refunding Bond is paid in full.

5.2 This Bond Purchase Agreement and the rights and obligations of the parties hereunder shall not be assigned nor shall this Bond Purchase Agreement be amended without the written consent of the Bank and the Municipality.

5.3 A written notice required or permitted by this Bond Purchase Agreement may be delivered by depositing it in the United States mail, postage prepaid, as follows:

If to the Municipality:

City of Kingston, Tennessee
900 Waterford Place
Kingston, Tennessee 37763
Attention: Mayor

If to the Bank:

First Tennessee Bank National Association
511 Union Street, 4th Floor
Nashville, Tennessee 37219
Attention: W.A. Stringer

5.4 This Bond Purchase Agreement has been executed and delivered in the State of Tennessee and it is the intention of the parties hereto that such document shall be governed by and construed in accordance with the laws of such State.

5.5 All representations, warranties, and agreements of the Municipality shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Bank, and shall survive delivery of the Refunding Bond to the Bank.

5.6 This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

5.7 The officers of the Municipality shall not be personally liable for any amounts, costs, losses, damages, or liabilities caused or incurred by the Municipality, the Bank, this Bond Purchase Agreement, the Resolution, or any other document or certification whatsoever, or for the payment of any other sum or the performance of any obligation or covenant under any of the above.

IN WITNESS WHEREOF, the parties hereto have caused this Bond Purchase Agreement to be executed in their names and on their behalf as follows:

CITY OF KINGSTON, TENNESSEE

By: Timothy Neal
Mayor

ATTEST:

By: Marsha P. Marshall
City Clerk

FIRST TENNESSEE BANK NATIONAL
ASSOCIATION, Nashville, Tennessee

By: _____
Senior Vice-President