

6.1

FAYETTE COUNTY LEGISLATIVE BODY
FEBRUARY 28, 2012

BE IT REMEMBERED that the Fayette County Legislative Body met in regular session at the Bill G. Kelley Criminal Justice Complex in Somerville, Tennessee on the 28th of February, 2012. Present and presiding was Chairman Rhea Taylor. Also present were the following: Sue W. Culver, Fayette county Clerk, James R. "Bobby" Riles, Sheriff, and the following County Commissioners: Ed Allen, Joann Allen, Steve Anderson, Charles Brewer, Odis Cox, Lee "Sissy" Dowdle, Willie German, Ronald Harris, Reggie Howard, Judy Karcher, Bill Kelley, Terry Leggett, David Lillard, Sylvester Logan, Steve Reeves, Ray Seals, Myles Wilson, and Larry Watkins.

Commissioner Claude Oglesby, Jr was absent.

A quorum was declared with eighteen members present.

The floor was opened to the public for comments on non-agenda items. With no one coming forth the floor was closed.

Commissioner Lillard moved to approve the minutes from January 24, 2012. The motion was seconded by Commissioner Seals and passed unanimously.

John Pitner, of Planning and Development introduced a request to rezone a piece of property owned by William Glenn Hatchett and consisting of 7.95 acres from R-1 (Rural Residential) to B-3 (Community Business), said property being located on the east side of Settles Drive, north of Hwy 57, across from Troxel Manufacturing Company. He stated that the recommendation from the Planning Commission is favorable for the rezoning.

The floor was opened to the public to speak "for" or "against" the rezoning. With no one coming forth, the floor was closed.

Commissioner Logan moved that the request be approved. The motion was seconded by Commissioner Reeves and approved unanimously by the Board.

RESOLUTION

A RESOLUTION TO AMEND THE FAYETTE COUNTY ZONING MAP TO REZONE
FROM R-1 RURAL RESIDENTIAL TO B-3 COMMUNITY BUSINESS A
CERTAIN TRACT OF LAND LOCATED AT THE NORTHEAST CORNER OF
SETTLES DRIVE AND U.S. HIGHWAY 57 IN CIVIL DISTRICT NUMBER 12

WHEREAS, pursuant to Tennessee Code Annotated Sections 13-7-101 and 13-7-102 the Fayette County Board of Commissioners has adopted a Zoning Resolution and Zoning Map for Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Sections 13-7-105 the Fayette County Board of Commissioners is empowered to amend the number, shape, boundary, area or any regulation of or within any district or districts or any other provision of the zoning resolution following submission of the amendment to the regional planning commission for its approval, disapproval or suggestions and following a public hearing at least fifteen (15) days notice of the time and place of which is given by one (1) publication in a newspaper of general circulation in the county; and

WHEREAS, pursuant to Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendment by the Fayette County Regional Planning Commission on February 6, 2012, the time and place of which was published with at least five (5) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 and Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendment by the Fayette County Board of Commissioners on February 28, 2012, the time and place of which was published with at least fifteen (15) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS, IN REGULAR SESSION ASSEMBLED THIS 28th DAY OF FEBRUARY, 2012:

SECTION 1. That the following described tract of land of 7.95 acres owned by William Glen Hatchett (Instrument Number 12000329 in the Office of the Fayette County Register) at the northeast corner of Settles Drive and U.S. Highway 57 identified as Parcel 3.12 on Tax Map 168 be rezoned from R-1 **RURAL RESIDENTIAL TO B-3 COMMUNITY BUSINESS:**

Beginning at a point in the northerly line of Highway 57, said point being the southwesterly corner of the old Steve Brunson property; thence proceed North 00 degrees 11 minutes 32 seconds East, along the line dividing Hester and Brunson, a distance of 1,792.08 feet to a point in the centerline of Settles Drive; thence proceed South 89 degrees 57 minutes 24 seconds West, along the centerline of Settles Drive, a distance of 200.62 feet to a point; thence proceed South 00 degrees 25 minutes 52 seconds East, continuing along the centerline of Settles Drive, a distance of 1,837.95 feet to a point in the northerly line of Highway 57; thence proceed North 73 degrees 36 minutes 20 seconds East, along the northerly line of Highway 57, a distance of 188.37 feet to the Point of Beginning.

BE IT FURTHER RESOLVED, that this Amendment shall become effective immediately upon its passage, THE PUBLIC WELFARE REQUIRING IT.

Mr. Pitner then introduced the following "Resolution To Amend The Fayette County Zoning Resolution To Establish An Associate Membership On The Board Of Appeals".

The floor was opened to anyone who wished to speak on the matter, but with no one coming forth, the floor was closed.

Commissioner Joann Allen moved to approve the Resolution, and Commissioner Anderson seconded the motion, which was approved unanimously by the Board.

RESOLUTION

A RESOLUTION TO AMEND THE FAYETTE COUNTY ZONING RESOLUTION TO ESTABLISH AN ASSOCIATE MEMBERSHIP ON THE BOARD OF APPEALS

WHEREAS, pursuant to Tennessee Code Annotated Sections 13-7-101 and 13-7-102 the Fayette County Board of Commissioners has adopted a Zoning Resolution and Zoning Map for Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 the Fayette County Board of Commissioners is empowered to amend the number, shape, boundary, area, or any regulation of or within any district or districts or any other provision of the zoning resolution; and

WHEREAS, pursuant to Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendment by the Fayette County Regional Planning Commission on February 6, 2012, the time and place of which was published with at least five (5) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 and Article IV of the Fayette County Zoning Resolution a public hearing was held before the Fayette County Board of Commissioners on February 28, 2012, the time and place of which was published with at least fifteen (15) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS, IN REGULAR SESSION ASSEMBLED THIS 28TH DAY OF FEBRUARY, 2012:

SECTION 1. That there be revised in "Article III – Board of Appeals" the title of Section 1, which reads: "Creation and Appointment"; to read: "Creation and Membership."

and

SECTION 2. That there be revised the second and third sentences of "Article III – Board of Appeals" in Section 1, "Creation and Appointment," which reads: "The Board of Appeals shall consist of five (5) members, who shall be appointed by the Fayette County Board of Commissioners. The term of membership shall be five (5) years except that the initial individual appointments shall be for terms of one, two, three, four, and five years, respectively"; to read: "The Board of Appeals shall consist of five (5) regular members and one (1) associate member, who shall have the duty to attend meetings as though a regular member but shall not participate in any discussion, make or second any motion, or cast any vote with regard to any matter before the board except in a case with at least one regular member absent or in recusal; and the associate member whenever present shall be paid the same per diem as a regular member. The term of regular membership shall be five (5) years except that the initial individual appointments shall be for terms of one, two, three, four, and five years, respectively, and the associate member shall serve at the pleasure of the Board of Commissioners."

and

SECTION 3. That there be revised in "Article III – Board of Appeals," the fourth sentence of Section 1, "Creation and Appointment," which reads: "Vacancies on the Board of Appeals shall be filled for any unexpired term by the Board of Commissioners"; to read: "Vacancies on the Board of Appeals shall be filled for any unexpired term in accordance with Tennessee Code."

SECTION 4. That this Resolution shall become effective the day following its adoption, THE PUBLIC WELFARE REQUIRING IT.

Commissioner Dowdle moved that the following be approved as notaries public: Matthew R. Armour, Gloria G. Douglas, Darlene Hart, Tammy D. Loeffel, Willie Luellen, Joyce K. Mason, Greg E. Mulrooney, Daniel P. Rourke, Marie H. Sullivan, and Diana M. Ward. The motion was seconded by Commissioner Brewer and passed unanimously.

Chairman Taylor referenced the financial reports in Commissioners packets, stating that any questions should be directed to the appropriate official.

No reports were given for the Mayor's Office, Sheriff's Office, Board of Education, Juvenile Court, Board of Public Works, Trustee's Office, or Planning and Development.

Commissioner Wilson reported for the Development Committee, stating that they met on February 13, 2012. He moved that the following County Road List be approved. The motion was seconded by Commissioner Harris and approved unanimously by the Board.

10.3.1.2

FAYETTE COUNTY PUBLIC WORKS DEPARTMENT

117 HIAWATHA STREET
P.O. BOX 579
SOMERVILLE, TENNESSEE 38068

901-465-5222
FAX 901-465-5214

HANK FRANCK, Chairman
ANDREW AVERY, Secretary

WESLEY PARKS
RUSSELL WICKER
JIM SMITH, Superintendent

Date: February 8, 2012

To: Mayor Taylor, County Commission

From: Jim Smith, Superintendent 

Subject: 2012 County Public Road List

Per T.C.A. 54-16-103 the attached 2012 Fayette County Public Road List and List Changes is submitted for approval.

The 2012 List did not require a revision of the previous year list (2011).

The Public Works Board reviewed the 2012 List at their 2/7/12 meeting and recommends approval.

FAYETTE COUNTY		
2012 OFFICIAL PUBLIC ROAD LIST		
APPROVED BY COUNTY COMMISSION:		
ROAD NAME	LENGTH (MILE)	MAP INDEX
ABBOTT HALL CT.	0.20	B2
AINSLEY MANOR DR.	0.80	B2
AIRPORT RD.	1.08	C4
AKIN RD.	2.50	A4
ALAMO CV.	0.10	E2
ALEXANDER DR.	1.37	B5
ALISHA DR.	0.83	D2
ALLEN RD.	1.92	C4
ALLENBY DR.	0.46	B1
ALVIN DR.	0.18	C4 (INSET 1)
AMES DR.	1.07	D6
AMHERST DR.	0.65	B2
AMESBURY CV.	0.09	C1
ANDERSON RD.	0.75	E3
ANDREW RD.	0.93	A3
ANNISTON CT.	0.09	B2
ANTLER CV.	0.07	C2 (INSET 3)
ARENA RD.	0.66	D3
ARLINGTON CT.	0.29	B2
ARMORY RD.	1.45	B4
ARMOUR DR.	7.55	C5,C6
ASBURY DR.	2.64	C5
ASH CV.	0.04	C2
ASHLEY CV.	0.10	C2 (INSET 3)
ASHLEY DOWNS CT.	0.18	B2
ASTON BROOK CV.	0.26	C1 (INSET 5)
ASTON CROSS DR.	0.99	C1 (INSET 5)
ASTON HALL DR.	0.29	C1 (INSET 5)
ASTON LAKE DR.	0.08	C1 (INSET 5)
ASTON MANOR DR.	0.13	C1 (INSET 5)
ASTON PARK CV.	0.15	C1 (INSET 5)
ASTON PARK DR.	0.41	C1 (INSET 5)
ASTOR COURT	0.11	B2
ATTERBURY CV.	0.05	C1,C2
ATTERBURY LN.	0.09	C1,C2
AVEBURY CV.	0.12	C1
BAILLY MEADOW DR.	0.10	B1
BAILLY MORRISON DR.	3.96	B6
BAINBRIDGE CV.	0.09	B1
BALMORAL CT.	0.11	C1 (INSET 5)
BASSWOOD DR.	1.15	A3,A4
BATEMAN RD.	3.55	E4
BEACON LIGHT DR.	1.24	C2
BEASLEY DR.	4.22	E5,E6
BEAVER CREEK DR.	2.79	A1,A2

ROAD NAME	LENGTH (MILE)	MAP INDEX
BEECH LOOP	0.89	C5
BELLE FARMS RD.	0.29	D3
BELL GROVE RD.	2.48	B2,C2
BELL MEADE CV.	0.07	C1
BELL MEADE DR.	1.11	C1
BELMONT RD.	1.49	A3
BEN RD.	0.12	C4 (INSET 1)
BENEFIELD DR.	0.22	D4
BENT CREEK CV.	0.07	C1 (INSET 5)
BENT CREEK DR.	0.21	C1 (INSET 5)
BERNARD DR.	1.45	A3
BETLEHEM RD.	2.06	E3
BEVERLY CV.	0.11	C1
BIG BELL CV.	0.10	C1
BIG BELL LOOP	1.51	C1
BISHOP DR.	1.09	C6
BLACK OAK CV.	0.11	A1 (INSET 4)
BLACKBERRY DR.	0.40	C1 (INSET 5)
BLAIN RD.	0.65	D2
BLALOCK DR.	3.83	A5,A6
BLUEBERRY CV.	0.03	C1 (INSET 5)
BLUEBERRY RD.	0.15	C1 (INSET 5)
BOB WHITE RD.	0.61	C2,C3 (INSET 3)
BOBBITT RD.	7.34	D3,E3,E4
BONNE TERRE CR.	0.36	C1
BONNE TERRE CV.	0.12	C1
BONNE TERRE DR.	0.34	C1
BONNIE DR.	0.66	C2
BOOTHE RD.	4.75	A5,B5
BOWERS RD.	0.06	C2
BRADEN RD.	5.10	A2,B1,E2
BRADMEADOW LANE	0.53	C3
BRAGG DR.	1.27	C1 (INSET 5)
BRANSTON CV.	0.13	C1 (INSET 5)
BREEZY MEADOWS CV.	0.27	C1
BREWER RD.	1.27	A3,B3
BRIANWOOD LANE	0.27	C3
BRIGHTON CT.	0.11	C1 (INSET 5)
BRITTAN RD.	0.40	B5
BROCKFORD DR.	0.27	C1 (INSET 5)
BROOKLINE CV.	0.10	C6
BUCKINGHAM CT.	0.06	C1 (INSET 5)
BUFORD ELLINGTON RD.	4.49	D6,E6
BURCH DR.	1.43	D3
BURNETT RD.	2.36	C3,D3,D4
BURROW CEMETERY DR.	1.85	A1 (INSET 4)
BURROWTOWN RD.	1.77	A1
CAITLIN DRIVE	0.40	C3
CALDWELL DR.	0.56	A5

ROAD NAME	LENGTH (MILE)	MAP INDEX
CALEB RD.	0.25	C3
CAMDEN CV.	0.06	B1
CANADAVILLE LOOP	4.83	C1,C2,D1,D2
CANDY OWENS RD.	1.85	E4,F4
CANOMBRO CV.	0.16	D3
CANONBURY CV.	0.10	C1,C2
CANTEBURY RD.	0.08	D1
CANTEBURY LANE	0.25	C1,C2
CARNEAL RD.	0.51	D4
CAROL DR.	0.13	B1 (INSET 2)
CARRIAGE CV.	0.12	C1 (INSET 5)
CARRYBACK CV.	0.26	D3
CASEY DR.	0.90	D2
CASEY JORDAN RD.	0.11	C3
CATALPA DR.	0.70	C1 (INSET 5)
CEDAR DR.	0.13	D1
CEDAR TRACE DR.	0.41	B1
CENTERPOINT DR.	0.76	B1,B2
CENTRAL DR.	0.39	C4 (INSET 1)
CHAPEL RD.	0.88	E3
CHARLOTTE DR.	0.72	C2
CHERRY RD.	1.93	C1 (INSET 5)
CHESHIRE CV.	0.04	C1 (INSET 5)
CHESTER RD.	1.45	B5
CHRIS JOE RD.	0.26	C3
CHRISTOPHER RD.	0.21	C3
CHURCHILL DOWNS LOOP	0.91	D3
CIMARRON RD.	0.17	E2
CITATION CV.	0.15	D3
CLARA CV.	0.12	C1
CLARA DR.	1.48	C1
CLARENDON COVE	0.13	C1 (INSET 5)
CLARK RD.	0.46	C4 (INSET 1)
CLAY POND DR.	3.48	C2
CLEAVES LOOP	0.42	C2
CLEMENT CV.	0.21	D3
CLEMENT DR.	1.16	D2,D3
CLOVER LEAF DR.	0.18	B1
COACH TRAIL	0.36	C1 (INSET 5)
COFFEE GAP RD.	1.65	A6
CONEY RD.	0.90	D1
CORBETT RD.	0.57	E5
COTTONWOOD DR.	0.48	C2
COUNTRY CLUB CV.	0.28	C5
COUNTRY CLUB RD.	5.43	C5
COVENTRY CV.	0.04	E1
COWAN LOOP	8.36	C1 (INSET 5)
COX RD.	0.50	D5,E4,E5
CRANGLE RD.	0.49	B2

ROAD NAME	LENGTH (MILE)	MAP INDEX
CROOKED CREEK CV.	0.11	C1 (INSET 5)
CROOKED CREEK DR.	0.82	E1
CROSS OAK LANE	0.23	C2
CRYSTAL SPRINGS DR.	1.48	C2
CYPRESS RD.	1.39	C2
DALTON CV.	0.05	C1 (INSET 5)
DANCY RD.	0.92	A3
DAY RD.	0.53	A5
DEE RD.	0.21	B5
DEER CV.	0.11	B4
DELANA DR.	0.14	C2 (INSET 3)
DEMEKA DR.	0.38	C4
DEVONSHIRE CV.	0.07	B1
DEWITT RD.	0.31	E2
DIFFEL RD.	0.92	D4
DILLIARD RD.	0.37	E3
DINK RD.	1.33	B6
DOGWOOD RD.	0.97	C3
DONELSON DR.	4.87	C1,C2 (INSET 5)
DOUGLAS DR.	0.24	D1
DOVE RD.	0.28	E4
DOWDY RD.	3.59	A5,B5
DRIVERS RD.	0.64	A1
DUSCOE RD.	1.50	D4
DUTCH LANE	0.12	D2
EAGLE CV.	0.07	C2
EASTSIDE DR.	3.82	B5,B6
EBENEZER LOOP	6.52	C4,C5,D4,D5
ECOLOGY LOOP	1.43	C2
EDEMBERG DR.	0.25	D1
ELLIOTT DR.	0.54	D6
ELM RD.	0.30	C5
EMILY RD.	0.69	C2
EMMA RD.	0.50	C3
EMMA CLAIRE RD.	0.28	C3
ENTERPRISE DR.	0.27	B4
ESTATE DR.	1.20	C1 (INSET 5)
EULA DR.	0.32	E4,E5
EVELYN RD.	0.15	C3
EVENING SHADE CV.	0.19	C1 (INSET 5)
EVERGREEN DR.	0.60	D4
EWELL RD.	2.05	E5
FAIR MEADOW CV.	0.16	C1 (INSET 5)
FAIR MEADOW LN.	0.22	C1 (INSET 5)
FALSTAFF CV.	0.06	B1
FAWN DR.	1.00	C2 (INSET 3)
FAYETTE CORNER DR.	7.35	A5,A6
FEATHERS CHAPEL DR.	11.20	B2,B3,B4,C4
FENDALL DR.	0.30	B4

ROAD NAME	LENGTH (MILE)	MAP INDEX
VERGE DR.	2.19	A5,B5,B6
FERN RD.	0.53	B4
FERTILE VALLEY RD.	1.81	B4
FIELDS DR.	2.37	B1,B2
FINNIE CV.	0.14	C5
FINNIE DR.	1.16	C5
FIRE TOWER RD.	1.60	B5
FISHERVILLE RD.	3.70	D1
FLETA DR.	0.21	B1
FORE DR.	0.14	C2
FOREST DR.	0.33	B2
FOREST EDGE DR.	0.19	C2
FOREST GLADE CV.	0.29	C1
FORTUNE RD.	2.30	D4
FORTY FIVE RD.	0.20	E5
FOWLER DR.	2.77	B3,B4
FRANCIS DR.	1.27	A6
FRANKLIN RD.	2.04	E4,F4
FRAZIER RD.	3.15	E2,F2
FREDONIA RD.	0.42	A3
FREEDOM FARM DR.	0.95	A3
FREELAND RD.	0.72	A6
FRENCHMANS CV.	0.06	C1(INSET 5)
GALLAWAY DR.	0.43	B1
GARNETT RD.	3.01	A4,B4
GARRET COVE	0.08	C3
GARY CV.	0.51	D5
GATELY RD.	3.85	C5,C6
GATLIN DR.	0.94	E6
GERTRUDE RD.	0.21	E5
GLADE SPRINGS DR.	1.41	B4
GLASTONBURY CV.	0.07	C1
GLENN DR.	0.24	C2
GOOD SPRINGS LOOP	4.10	D3
GOODWYN LOOP	0.48	E4
GORDON DR.	0.29	C3
GRAND BRANCHES DR.	0.29	C2
GRANDBERRY RD.	0.33	D2
GRANT RD.	0.09	C4 (INSET 1)
GREAT OAKS DR.	0.80	C1
GREEN DR.	1.12	C5
GREEN MEADOW CV.	0.11	C3
GREENBRIER RD.	0.84	C1 (INSET 5)
GRIMES DR.	0.62	B1
GROVE RD.	0.34	D1
HABITAT CV.	0.20	E2
HALL DR.	2.79	A4
HAMPTON CV.	0.03	B1
HANCOCK CV.	0.10	C1

ROAD NAME	LENGTH (MILE)	MAP INDEX
JOYNER'S CAMPGROUND DR.	3.00	A4,A5
JULIE CV.	0.27	B1
JUNE DR.	0.59	C4,D4
KARCHER RD.	1.16	B3,C3,C4
KAREN CV.	0.11	C1
KAY CV.	0.19	C2 (INSET 3)
KENSINGTON CV.	0.04	C1 (INSET 5)
KENT LANE	0.08	C2
KEY RD.	0.54	D1
KING DR.	0.70	E4
KINGS MANOR CV.	0.04	C1
KINGSBURY CV.	0.09	C1
KINGSTON CV.	0.03	C1 (INSET 5)
KNIGHTS BRIDGE LN.	0.65	C1
KNOX RD.	2.88	E2,E2
KYLE RD.	0.51	C2
KYLIE GAYLE RD.	0.46	C3
LACONIA RD.	5.00	B5,B6,C6
LAGOSHEN DR.	0.50	E3
LAGRANGE RD.	13.64	C4,C5,D5,D6,E6
LAKEVIEW DR.	1.96	D1
LAMBERT DR.	12.00	E2,E3,B4
LANCASTER DR.	0.14	B1
LARRY ANDERSON LN.	0.30	B1
LAURIE DR.	0.15	B1 (INSET 2)
LAVERNE DAVIS RD.	1.10	C6
LAZENBY DR.	0.88	B3
LEACH DR.	1.40	B4
LEATHERWOOD RD.	1.47	E5
LESTER RD.	0.37	C5
LIBERTY RD.	3.65	E4
LILLARD RD.	0.51	D3
LINCOLN DR.	0.20	D1
LINDI DR.	0.51	D1
LINWOOD DR.	1.11	F2,F3
LONDONDERRY DR.	1.14	C6
LONE OAK CV.	0.07	C2
LONE OAK DR.	0.66	C2
LONESOME DOVE CV.	0.07	C1 (INSET 5)
LONGTOWN RD.	2.10	A2,E2
LOOKOUT POINT CV.	0.10	B1 (INSET 2)
LYNCH CV.	0.23	C1
LYNN RD.	0.30	C1
MACON CEMETERY RD.	2.41	C3,D3
MACON RIDGE CV.	0.08	D3
MAGNOLIA DR.	0.13	E4
MAPLEWOOD CV.	0.15	B2, C2
MARIE DR.	0.30	C1 (INSET 5)

ROAD NAME	LENGTH (MILE)	MAP INDEX
MARTHA CV.	0.21	C2 (INSET 3)
MAXWELL DR.	0.48	E3
MCCARLEY RD.	1.00	C6
MCCRAW LOOP	3.28	A1
MCFADDEN DR.	3.65	C3 (INSET 3)
MCKENZIE LANE	0.19	D2
MCKINSTRY RD.	7.09	D3,D4,E4
MCKNIGHT LOOP	1.96	A1
MCNABB RD.	1.20	B3
MCNEILL RD.	1.79	D5
MEADOW GLEN DR.	0.32	C3
MEADOW RD.	0.45	E2
MEADOW RIDGE DR.	0.26	B1
MEADOW SPRINGS CV.	0.04	C2
MEBANE RD.	4.12	C2
MELBORN RD.	0.34	E4
MELLON RD.	0.35	B1
METRO RD.	0.50	C1 (INSET 5)
MEWBORN RD.	0.63	D3
MILL RD.	0.26	D3
MILLBURY LN.	0.24	C1,C2
MILLER RD.	1.43	A5
MISSISSIPPI RD.	0.38	F5
MOCKINGBIRD RD.	1.36	A2
MONK HOUSE RD.	6.27	C5,D5
MONROE RD.	1.28	B6
MONTEREY DR.	0.76	D1
MOOSE LODGE RD.	0.99	B4
MORMAN DR.	0.42	E2
MORRIS DR.	1.05	D4
MOSBY RD.	3.01	C3,D3
MOSS RD.	2.07	E5
MT. COMFORT RD.	3.11	D6
MT. MORIAH DR.	3.74	B6
MT. PISGAH RD.	0.72	D5
MT. PLEASANT RD.	3.14	E2,F2
MULBERRY DR.	0.15	C2
MURPHY RD.	0.40	B6
MURRELL RD.	2.63	D2
NATIONAL CHAMPIONSHIP DR.	1.94	D6,E6
NEAL RD.	0.21	B3
NEWCASTLE DR.	2.42	C6
NORSE RD.	0.79	C2
NORTH CV.	0.22	C2
NUCKOLLS RD.	2.30	D2
OAK GROVE DR.	2.14	E3,E4
OAK HILL LN.	0.25	B1
OAK HOLLOW CV.	0.12	B1
OAK MEADOW CV.	0.07	C3

ROAD NAME	LENGTH (MILE)	MAP INDEX
OAKWOOD RD.	0.43	A1 (INSET 4)
ODUS DR.	0.16	B2
OLD BROWNSVILLE RD.	8.73	A5,B4,B5
OLD FIFTY NINE DR.	6.96	A3,A4,B4
OLD JACKSON RD.	14.34	A6,B4,B5,B6,C4
OLD SOLOMON MILL RD.	2.92	B3
OLD STATE LINE DR.	1.60	E3
ORR RD.	2.51	B1
PARKS DR.	0.95	C6
PARSON DR.	0.85	C4,C5
PATTYE RD.	0.07	B1
PAYNE RD.	1.60	C2,D2
PECAN CV.	0.24	B2
PERRY RD.	1.94	A6
PERSON RD.	1.47	C3
PERYGIN DR.	0.30	D4
PHOEBE RD.	0.51	B1
PIN OAK CV.	0.07	A1 (INSET 4)
PINETREE RD.	0.45	E4
PITTMAN RD.	3.61	C6
PLANTATION DR.	0.36	C1 (INSET 5)
PLEASANT GROVE RD.	4.35	E3,F3
POINDEXTER CV.	0.35	A2
POINDEXTER RD.	1.85	A2
POOLE RD.	3.32	E4
POPLAR SPRINGS LOOP	1.44	A1
PORTER RD.	4.52	A2,B2
POST OAK CV.	0.05	C2
PRESTBURY PKWY.	0.38	C1,C2
PRICE RD.	5.03	D4
PRUITT RD.	0.61	C2,D2
PULLIAM RD.	0.89	D3
QUAIL CALL RD.	0.99	E4,E5
RAILROAD DR.	1.91	B5,B6
RAIN RD.	0.17	C2
RALEIGH LAGRANGE DR.	6.99	D1,D2
RANDY RD.	0.37	C2
RASPBERRY CV.	0.17	C1 (INSET 5)
RAWLINGS RD.	0.34	A5
REBA RD.	0.35	B6
RED OAK CV.	0.07	A1 (INSET 4)
REGENT DR.	0.23	B1
REHOBOTH RD.	3.48	C5
RICH RD.	1.44	B3
RIDGE RD.	0.24	B2
RIDGECREST DR.	0.55	B1
RIVERSEDGE CV. NORTH	0.05	B1
RIVERSEDGE CV. SOUTH	0.13	B1
RIVERSEDGE DR.	0.16	B1

ROAD NAME	LENGTH (MILE)	MAP INDEX
ROBIN CV.	0.06	C5
RODEO RD.	0.40	E2
ROGERS DR.	1.56	A5
ROLLING ACRES DR.	0.52	C2
ROLLING BROOK CV.	0.06	C6
ROLLING BROOK DR.	0.92	C6
ROLLING MEADOWS RD.	0.42	C3
ROSE RD.	1.00	B5
ROSSER DR.	0.29	E2
ROUND HILL CV.	0.09	C6
RUBE SCOTT DR.	2.07	D6
RUSSELL RD.	0.24	A6
SAGE FIELD DR.	0.15	B1
SALISBURY CV.	0.09	C1
SAIN DR.	0.16	D4
SALES DR.	0.76	D3
SAMMONS DR.	1.38	C1
SARDIS DR.	6.01	C5,C6,D6
SCHAEFFER CV.	0.05	E4
SCHAEFFER LOOP	1.08	C2
SCOTT DR.	0.33	C2
SEAY DR.	1.26	A2
SELLERS DR.	3.33	C2,C3
SETTLES DR.	0.93	E3
SEWARD DR.	3.41	C1
SHADY GROVE RD.	2.80	C4,D4
SHADY OAKS CR.	0.27	C2
SHADY OAKS CV.	0.06	C2
SHADY OAKS DR.	0.38	C2
SHEFFIELD DR.	0.24	D1
SHINAULT RD.	1.14	C5
SHIRE CV.	0.24	D3
SHIRLEY DR.	0.17	B1 (INSET 2)
SHORE RD.	0.45	B1 (INSET 2)
SIDES DR.	1.76	D4,E4
SIMPSON DR.	0.50	C2
SINAI DR.	5.81	A2,A3
SKELTON DR.	0.20	E3
SLAYDEN RD.	4.09	E3,F3
SMITH DR.	1.71	E6
SMYRNA RD.	1.37	A6
SNOW DR.	0.64	E6
SOMERSET CV.	0.06	B2
SPARKMAN DR.	1.01	B4
SPRINGER RD.	1.80	E3
ST. GEORGE DR.	0.41	B1
STAFFORD DR.	1.92	E3
STAGG RD.	1.58	C2 (INSET 3)
STEVENS DR.	1.35	B2,B3

ROAD NAME	LENGTH (MILE)	MAP INDEX
STEWART RD.	0.82	C1 (INSET 5)
STINSON DR.	2.94	E2
STROUP RD.	0.50	B4
STUART LOOP	0.37	C4 (INSET 1)
SUGAR HILL DR.	1.51	F3
SUNSET RIDGE RD.	0.40	E2
SWEET RD.	0.22	F5
TALFORD CV.	0.14	C1 (INSET 5)
TALL OAK CV.	0.07	A1 (INSET 4)
TANASI DR.	0.46	D2
TAYLOR DR.	0.36	C4 (INSET 1)
TEAGUE STORE RD.	2.88	C3,C4
TERRY RD.	1.38	B3,C3
THISTLE DR.	0.16	B1
THOMAS RD.	0.70	C1
THOMPSON DR.	0.18	E4
THORPE DR.	7.66	A2,A3,A4
TIMBERLANE RD.	0.36	A1 (INSET 4)
TOMLIN RD.	3.58	B3,C3
TRAINER DR.	1.94	B6
TRAVELERS REST RD.	0.21	B3
TRIPP RD.	2.92	A5
TURNER RD.	2.56	E6
UMBARGER DR.	0.73	D5
UNION DR.	2.81	B5
VALE RD.	0.39	C3
VALERIE COVE	0.19	C3
VALLEY DR.	0.35	E4
VESTER RD.	0.14	B4
WADE DR.	4.06	D2,D3
WAGON WHEEL DR.	3.15	A3,B3
WALKER DR.	1.29	A6
WALLS RD.	0.64	B5
WALNUT BEND CV.	0.07	A1 (INSET 4)
WALNUT BEND RD.	1.35	A1 (INSET 4)
WARE DR.	0.21	C4 (INSET 1)
WARR RD.	0.44	E2
WARREN RD.	7.11	B3,C3,D3
WATER OAK CR.	0.30	C2
WATERFORD CV.	0.17	C1 (INSET 5)
WATKINS DR.	3.59	D4
WEST DR.	0.93	C2
WESTBURY LANE	0.68	C1,C2
WESTMINSTER RD.	0.37	C6
WHITE OAK DR.	0.41	C1 (INSET 5)
WHITEHALL CT.	0.90	E4
WILBOURNE RD.	2.29	C3
WILDER RD.	0.36	B3
WILDFLOWER DR.	0.75	C4,D4

ROAD NAME	LENGTH (MILE)	MAP INDEX
HANOVER CV.	0.06	B2
HANOVER DR.	0.23	B2
HARRELL DR.	3.93	B1,C1
HARVEY DR.	0.76	D6
HAYS RD.	1.16	E3
HAYSLETT RD.	0.73	D2
HEATHER RD.	0.23	B1 (INSET 2)
HEAVEN HILL DR.	0.99	C6
HEBRON DR.	3.29	A4
HELENE DR.	1.11	B1, E2
HENDRICK RD.	2.20	A2
HENRY DR.	0.32	C4
HERMAN RD.	0.19	C4
HERRON DR.	2.66	B6,C6
HEWLETT DR.	1.65	D2,D3
HICKORY GROVE CV.	0.09	C3
HICKORY GROVE LOOP	1.62	C3
HICKORY LAKE RD.	0.63	C1 (INSET 5)
HICKORY SPRINGS DR.	0.13	C1 (INSET 5)
HICKORY WITHE RD.	0.96	B1
HICKORY WOODS LANE	0.67	C1 (INSET 5)
HICKS RD.	0.58	B2
HIDDEN GROVE COURT	0.20	B1
HIGGS DR.	0.33	D4
HIGH PLAINS CV.	0.12	C1 (INSET 5)
HILL DR.	0.34	B4
HILLARD RD.	1.15	B2
HOLDEN DR.	1.29	C5
HOLLAND DR.	0.53	B4
HOLLY HILL RD.	0.43	C6
HONEYSUCKLE RD.	0.75	E4,F4
HOUSTON RD.	0.42	E5
HOWARD DR.	0.50	D4
HUNTLEIGH DR.	0.14	B1
HUTTON DRIVE	0.08	D3
INA RD.	6.50	A6,B6
IRIS RD.	0.24	B4
IRONWOOD DR.	0.05	C2
ISAAC DR.	0.28	E4
IVY DR.	3.87	B2,C2
JAMESON DR.	0.46	D1,D2
JANICE RD.	0.11	B1 (INSET 2)
JANIS MARIE CV.	0.27	C3
JEFFERSON DR.	0.21	B4
JENKINS DR.	3.95	D2
JERNIGAN DR.	10.12	C4,C5,C6
JOANN RD.	1.25	C3
JOHNSON DR.	6.05	D2,D3,E2,F3
JONES CHAPEL DR.	2.41	D4

Commissioner Wilson also moved that the following Proposal from the Department of Transportation requesting the County's cooperation with the Department in the matter of building an off ramp to Interstate 40 at Highway 196 (Hickory Withe Road). The motion was seconded by Commissioner Reeves and passed unanimously

PROPOSAL
OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE TO THE
COUNTY OF FAYETTE, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee hereinafter "DEPARTMENT", proposes to construct a project in the COUNTY of FAYETTE hereinafter "COUNTY", designated as State Project 24001-2144-44 and Federal Project IM-40-1(302) that is described as I-40 Interchange at SR-196 (Hickory Withe Road), and the COUNTY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted against COUNTY by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, the COUNTY will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.
2. The COUNTY will close or otherwise modify any of its roads or other public ways if indicated on the project plans, as provided by law.

State Project Number 24001-2144-44
Federal Project Number IM-46-1(302)

3. The COUNTY will transfer or cause to be transferred to the DEPARTMENT without cost to it, all land owned by the COUNTY or by any of its instrumentalities as required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right of way of any road or other public way owned by the COUNTY, or any of its instrumentalities, the COUNTY agrees that it will take action necessary to require the removal or adjustment of any of the above described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the COUNTY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the COUNTY.

The foregoing does not apply to those utility facilities which are owned by the COUNTY or one of its instrumentalities, it being understood that the COUNTY has the duty to relocate or adjust such facilities, if required, provided the COUNTY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the COUNTY.

5. The COUNTY will maintain any frontage road to be constructed as part of the project.

6. After the project is completed and open to traffic, the COUNTY will accept for jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project.

State Project Number 24001-2144-44
Federal Project Number IM-40-1(302)

7. The COUNTY will make no changes or alter any segment of a road on its road system that lies within limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the COUNTY for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the COUNTY that all traffic control signs for the control of traffic on a street under the jurisdiction of the COUNTY and located within the DEPARTMENT'S right-of-way shall be maintained and replaced by the COUNTY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the COUNTY.

11. If, as a result of acquisition and use of right of way for the project, any building improvements become in violation of a COUNTY setback/building line requirement, the COUNTY agrees to waive enforcement of the COUNTY setback/building line requirement and take other proper governmental action as necessary to accomplish such waiver.

12. The COUNTY will prohibit encroachments of any kind upon the right-of-way and easements for the project.

13. The COUNTY will prohibit the servicing of motor vehicles within the right-of-way and easements for the project.

State Project Number 24001-2144-44
Federal Project Number IM-40-1(302)

14. The COUNTY will obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project and before installing any device for the purpose of regulating the movement of traffic.

15. The DEPARTMENT will maintain the completed project if it is classified as full access control (i.e. a project which has no intersecting streets at grade), and it will maintain the pavement from curb to curb where curbs exist or the full width of the roadway where no curbs exist on non-access control projects. The COUNTY agrees to maintain other parts of non-access control projects.

16. If a sidewalk is constructed as a component of this project, the COUNTY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in Section 15 of this Proposal.

17. When said project is completed, the COUNTY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation or governmental agency, without first obtaining the approval of the DEPARTMENT.

18. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation or damage civil actions of which the Attorney General has received the notice and pleadings provided for herein.

19. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the COUNTY.

20. The acceptance of this proposal shall be evidenced by the passage of an ordinance, or by other proper governmental action, which shall incorporate this proposal verbatim, or by reference thereto.

State Project Number 24001-2144-44
Federal Project Number IM-40-1(302)

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly
authorized officials on this _____ day of _____, 20__.

THE COUNTY OF FAYETTE

BY: _____ DATE: _____
County Mayor

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____ DATE: _____
John C. Schroer
Commissioner

APPROVED AS TO FORM AND LEGALITY:

BY: _____ DATE: _____
Attorney Department of Transportation

Also discussed in the Development Committee meeting was the rezoning amendment previously approved, and the resolution to allow an associate member to be named to the Board of Zoning Appeals to vote in the event of conflict of interest or when a member is absent, which was also previously approved. Further discussion was had on the Bond Issuance for Public Works, which was recommended and passed on to the Budget

Committee. The matter of providing an airport courtesy car was also recommended and passed on to Budget.

Commissioner German reported for the Health and Welfare Committee, stating that the Committee met on February 13, 2012, and received a year-to-date ambulance report on the type of calls, the payor mix, and the times without an ambulance from Director Sam McKnight. Mr. McKnight also stated that the grant that the Ambulance Service had applied for to buy updated heart monitors with 12 leads had been denied. The Committee then recommended that \$40,000 be appropriated to buy the monitors and passed the matter to the Budget Committee.

The Personnel Committee did not meet.

Commissioner Lillard reported for the Education Committee which met on February 14, 2012. The Committee discussed budget amendments for the School Board and passed them on to the Budget Committee with recommendation for approval. The Committee also discussed a budget request from the Library to replace some computers and to cover the \$100 cost for Laura Winfrey's registration for mandatory PLMI seminar for certification in May, 2012, and the cost of renting a copier for the library. This also received a favorable recommendation and was passed on to Budget.

Commissioner Anderson reported for the Criminal Justice and Public Safety Committee, stating that the Committee met on February 14, 2012. Commissioner Anderson moved to approve the "Resolution of Support For The Prohibition Of The Sale Of Synthetic Drugs". The motion was seconded by Commissioner Dowdle. During discussion, Commissioner Ed Allen moved to table the motion for clarification of the definition of "synthetic" drugs that are being considered by the General Assembly. The motion was seconded by Commissioner Joann Allen. There was a roll call vote taken with the following results:

Voting "Yes" to table were Commissioners: Ed Allen, Joann Allen, Brewer, Cox, German and Karcher(6)

Voting "No" were Commissioners: Anderson, Dowdle, Harris, Howard, Kelley, Leggett, Lillard, Logan, Reeves, Seals, and Watkins (11)

"Passing" Commissioner Wilson (1)

The motion to table the matter failed and the original motion was then changed to read as follows, voted on and passed with 17 Commissioners voting "YES" and Commissioner Ed Allen voting "NO".

WHEREAS, the County of Rutherford, Tennessee, has passed a resolution on December 15, 2011, detailing the ills of synthetic marijuana and designer stimulants on the public:
and

WHEREAS, the laws in Tennessee make selling some of these drugs a crime and not others; and

WHEREAS, it will take a comprehensive review of the laws of Tennessee to address this issue;

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Fayette County that they endorse the call by Rutherford County to ask the General Assembly to write and pass comprehensive legislation to make the manufacturing, distribution and selling of marijuana and synthetic hallucinogenic drugs a felony in the State of Tennessee;

Adopted this 28th day of February, 2012.

Commissioner Anderson also moved to approve the following “ Resolution Of Support For Resumption Of Responsibility By The State of Tennessee For Misdemeanor Mental Health Evaluation And Treatment”. The motion was seconded by Commissioner Leggett and passed unanimously.

WHEREAS, the County of Jefferson, Tennessee, has passed a resolution on January 17, 2012, detailing how TCA 33-7-304, Public Chapter 531 Section 45, placed an additional burden on the Counties for the mental health treatment of state prisoners; and

WHEREAS, Prior to the adoption of the law, the State of Tennessee had this responsibility as was their obligation: and

WHEREAS, it now places a tremendous financial burden on the counties of the state with no increased compensation;

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Fayette County that they endorse the call by Jefferson County to ask the General Assembly to repeal TCA 33-7-304, Public Chapter 531 Section 45.

Adopted this 28th day of February, 2012..

Commissioner Harris reported for the Budget Committee, which met on February 14, 2012. He moved to approve the following School Board Budget amendments. The motion was seconded by Commissioner Dowdle and passed unanimously.

FAYETTE COUNTY BOARD OF EDUCATION
 BUDGET AMENDMENTS
 Fund 141
 1% Salary Increase Local Portion
 January 31, 2012

10.3.6.2

General A Page 1 of 12

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
<u>Adjustment to Revenue Accounts:</u>			
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:			
<u>Adjustment to Expenditure Accounts:</u>			
71100 Regular Instruction			
116	Salaries	2,923.83	-
163	Salaries	1,963.09	-
201	Social Security	304.23	-
204	Retirement	444.08	-
212	Medicare	71.15	-
Subtotal-71100		5,726.37	-
71200 Special Education			
116	Salaries	185.54	-
163	Salaries	1.01	-
201	Social Security	12.51	-
204	Retirement	17.80	-
212	Medicare	3.70	-
Subtotal-71200		220.56	-
71300 Vocational Education			
116	Salaries	150.44	-
201	Social Security	9.53	-
204	Retirement	13.62	-
212	Medicare	2.18	-
Subtotal-71300		175.77	-
72130 Other Student Support			
123	Salaries	64.22	-
201	Social Security	3.98	-
204	Retirement	5.81	-
212	Medicare	0.95	-
Subtotal-72130		74.95	-
72210-Regular Instruction Support			
105	Salaries	1.10	-
129	Salaries	53.92	-
138	Salaries	5.00	-
201	Social Security	3.72	-
204	Retirement	5.43	-
212	Medicare	0.87	-
Subtotal-72210		70.04	-

FAYETTE COUNTY BOARD OF EDUCATION
 BUDGET AMENDMENTS
 Fund 141
 1% Salary Increase Local Portion
 January 31, 2012

General A Page 2 of 12

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
72410-Office of the Principal			
104	Salaries	13.93	-
139	Salaries	25.35	-
161	Salaries	837.33	-
201	Social Security	54.35	-
204	Retirement	79.33	-
212	Medicare	12.71	-
Subtotal-72410		1,023.00	-
73400-Early Childhood			
116-VOL	Salaries	148.39	-
201-VOL	Social Security	9.20	-
204-VOL	Retirement	13.43	-
212-VOL	Medicare	2.15	-
Subtotal-73400		173.17	-
72710-Transportation			
105	Director Salaries	216.08	-
142	Salaries	959.55	-
146	Salaries	2,890.44	-
162	Secretary	129.27	-
201	Social Security	260.11	-
204	Retirement	379.68	-
212	Medicare	60.83	-
Subtotal-72710		4,895.92	-
72810-Central and Other			
189	Salaries	752.49	-
201	Social Security	46.65	-
204	Retirement	68.10	-
212	Medicare	10.91	-
Subtotal-72810		878.16	-
72110-Attendance			
105	Director Salaries	1.01	-
201	Social Security	0.06	-
204	Retirement	0.09	-
212	Medicare	0.01	-
Subtotal-72110		1.17	-

FAYETTE COUNTY BOARD OF EDUCATION
 BUDGET AMENDMENTS
 Fund 141
 1% Salary Increase Local Portion
 January 31, 2012

General A Page 3 of 57

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
72120-Health			
131-CSH	Other Salaries	12.56	
201-CSH	Social Security	0.78	
204-CSH	Retirement	1.14	
212-CSH	Medicare	0.18	
Subtotal-72120		14.66	
72220-Special Education			
105	Director Salaries	1.01	
124	Psychologist	8.63	
135	Assessment of Personnel	1.01	
201	Social Security	0.66	
204	Retirement	0.96	
212	Medicare	0.15	
Subtotal-72220		12.42	
72230-Vocational Education			
105	Director Salaries	1.04	
201	Social Security	0.06	
204	Retirement	0.09	
212	Medicare	0.02	
Subtotal-72230		1.21	
72260-Adult Education			
101	Director	1.01	
201	Social Security	0.06	
204	Retirement	0.09	
212	Medicare	0.01	
Subtotal-72260		1.17	
72320-Office of Superintendent			
105	Assistant(s)	150.75	
161	Executive Secretary	130.35	
162	Secretary(s)	245.44	
201	Social Security	52.52	
204	Retirement	47.47	
212	Medicare	7.61	
Subtotal-72320		612.13	

FAYETTE COUNTY BOARD OF EDUCATION
 BUDGET AMENDMENTS
 Fund 141
 1% Salary Increase Local Portion
 January 31, 2012

General A Page 4 of 32

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
72510-Business Office			
105	Director Salaries	251.25	
119	Accountants/Bookkeepers	140.70	
162	Clerical Personnel	130.75	
189	Other Salaries	140.70	
201	Social Security	42.37	
204	Retirement	61.85	
212	Medicare	9.91	
	Subtotal-72510	797.53	
72610-Maintenance of Plant			
161	Secretary/Bookkeeper	125.64	
166	Custodians	1,757.14	
201	Social Security	116.73	
204	Retirement	170.39	
212	Medicare	27.30	
	Subtotal-72610	2,197.20	
72620-Maintenance of Plant			
105	Director Salaries	240.80	
167	Maintenance Personnel	1,491.23	
201	Social Security	107.39	
204	Retirement	156.75	
212	Medicare	25.11	
	Subtotal-72620	2,021.27	
TOTAL INCREASE/DECREASE TO		\$ 18,896.50	
EXPENDITURES ACCOUNTS			
	Prior Estimated Expenditures	9,989,729.23	
	Total Estimated Expenditures this Amendment	10,008,625.73	
	Projected Fund Balance before Amendments	1,373,403.69	
141-39000-000	Change in Fund Balance this Amendment	18,896.50	
	Estimated Ending Fund as of January 31, 2012	1,394,507.19	

FAYETTE COUNTY BOARD OF EDUCATION

General B Page 5 of 12

Amendments

Fund 141

January 31 2012

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
<u>Adjustment to Revenue Accounts:</u>			
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:		0.00	0.00
72310 Board of Education			
506	Liability Insurance	\$ 741.00	-
533	Criminal investigation Appl	\$ 20.00	
599	Other Charges	-	761.00
Subtotal-72310		761.00	761.00
72320 Office of Superintendent			
435	Office Supplies	700.00	-
599	Other Charges	1,700.00	
355	Travel	2,800.00	
320	Dues & Membership	965.00	
307	Communications	-	6,165.00
Subtotal-72320		6,165.00	6,165.00
72510 Fiscal Services			
320	Dues & Membership	645.00	
355	Travel	650.00	
435	Office Supplies	800.00	
701	Administration Equipment	-	2,095.00
Subtotal-72510		2,095.00	2,095.00
82130 Education			
602	Principal On Notes	6,600.00	-
610	Principal on Capital Leases	-	6,600.00
Subtotal-82130		6,600.00	6,600.00

FAYETTE COUNTY BOARD OF EDUCATION

General B Page 6 of 12

Amendments

Fund 141

January 31 2012

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
76000 Capital Outlay			
707	Building Improvements	10,000.00	-
799	Other Capital Outlay	-	10,000.00
Subtotal-76000		10,000.00	10,000.00
72410 Office of the Principal			
701	Administration Equipment	9,694.00	-
307	Other Capital Outlay	-	9,694.00
Subtotal-72410		9,694.00	9,694.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS		\$0.00	\$0.00

Prior Estimated Expenditures	\$	10,008,625.73
Total Estimated Expenditures this Amendment	\$	10,028,519.41
Projected Fund Balance before Amendments	\$	1,354,507.19
Change in Fund Balance this Amendment		0.00
Estimated Ending Fund as of January 31, 2012	\$	1,354,507.19

FAYETTE COUNTY BOARD OF EDUCATION

General C Page 7 of 22

Amendments

Fund 141

January 31 2012

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
<u>Adjustment to Revenue Accounts:</u>			
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:		0.00	0.00
72710 Transportation			
418	Equipment and Machine Parts	\$ 10,000.00	-
453	Vehicle Parts	\$ 24,500.00	-
39000	Undesignated Fund Balance	-	34,500.00
Subtotal-72710		34,500.00	34,500.00
Comments	Requesting a portion of funds that were generated by selling old buses in the summer of 2011 \$19k and also bus #43 was wrecked and we received \$15,500 from insurance. Bus was taken out of service and repairs needed to recommission a bus.		
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS		\$0.00	\$0.00

Prior Estimated Expenditures	\$	10,008,625.73
Total Estimated Expenditures this Amendment	\$	10,028,519.41
Projected Fund Balance before Amendments	\$	1,354,507.19
Change in Fund Balance this Amendment		34,500.00
Estimated Ending Fund as of January 31, 2012	\$	1,320,007.19

FAYETTE COUNTY BOARD OF EDUCATION
 Amendments
 Fund 142
 January 31, 2012

Federal A - 8 of 8

ACCOUNT DESCRIPTION INCREASE DECREASE

Adjustment to Revenue Accounts:

TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:		0.00	0.00
71100 / 71230 NCLB & Support Services			
142-71100-116-101	Teachers	\$ 100.46	
142-71230-105-101	Director of Federal Programs	1.01	
142-71100-201-101	Social Security	6.23	
142-71230-201-101	Social Security	0.06	
142-71100-204-101	Retirement	9.09	
142-71230-204-101	Retirement	0.09	
142-71100-212-101	Medicare	1.46	
142-71230-212-101	Medicare	0.01	
Subtotal-142-71100-71230		118.40	

TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS 118.40

Prior Estimated Expenditures	\$ 1,393,756.20
Total Estimated Expenditures this Amendment	\$ 1,393,874.60
Projected Fund Balance before Amendments	\$ 404,895.42
Change in Fund Balance this Amendment	\$ 118.40
Estimated Ending Fund as of January 31, 2012	\$ 404,777.02

FAYETTE COUNTY BOARD OF EDUCATION
 Amendments
 Fund 142
 January 31, 2012

Federal 8 - Page 9 of 12

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
Adjustment to Revenue Accounts:			
142-49800-010	Transfer from other Federal Projects		6,307.00
142-47141-101	Title I Grants to LEA	506,340.00	
142-47189-201	Title II-A Grants to LEA		58,611.00
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:		<u>506,340.00</u>	<u>64,918.00</u>
		S 441,422.00	
Consolidated Admin 72210			
142-72210-105-010	Director		21,733.00
142-72210-189-010	Other Salaries	22,813.00	
142-72210-201-010	Social Security	286.00	
142-72210-204-010	Retirement	4,468.00	
142-72210-207-010	Medical Insurance		1,953.00
142-72210-212-010	Medicare	528.00	
142-72210-299-010	Other Fringe		716.00
142-72210-355-010	Travel		10,000.00
Subtotal-142-72210-xxx-010		<u>28,095.00</u>	<u>34,402.00</u>
Title I-A 72210			
142-71100-116-101	Salaries		308,134.00
142-71100-163-101	Educational Assistants	18,000.00	-
142-71100-189-101	Other Salaries	11,900.00	-
142-71100-198-101	Non Certificated Sub Teacher	-	1,000.00
142-71100-201-101	Social Security	-	19,186.00
142-71100-204-101	Retirement	-	18,490.00
142-71100-207-101	Medical Insurance		40,000.00
142-71100-212-101	Medicare		4,497.00
142-71100-299-101	Other Fringe	326.00	
142-71100-336-101	Maintenance and Repair		14,322.00
142-71100-399-101	Other Contracted Services		15,000.00
142-71100-429-101	Instructional Supplies		32,137.53
142-71100-499-101	Textbooks		16,000.00
142-71100-722-101	Regular Instruction Program		18,802.85
Subtotal-142-71100-xxx-101		<u>30,226.00</u>	<u>487,569.38</u>

FAYETTE COUNTY BOARD OF EDUCATION

Federal B - Page 10 of 12

Amendments
Fund 142
January 31, 2012

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
Title I-A 72130			
142-72130-161-101	Secretarys	49,091.00	
142-72130-189-101	Other Salaries	8,673.00	
142-72130-201-101	Social Security	2,481.00	
142-72130-204-101	Retirement	3,589.00	
142-72130-207-101	Medical Insurance	4,910.00	
142-72130-212-101	Medicare	582.00	
142-72130-299-101	Other Fringe	2,963.00	
142-72130-399-101	Other Contracted Services	35,000.00	
142-72130-499-101	Other Supplies and Materials	5,900.00	
Subtotal-142-72130-xxx-101		113,189.00	-
Title I-A 72210			
142-72210-189-101	Other Salaries	439,749.00	
142-72210-201-101	Social Security		24.50
142-72210-204-101	Retirement		227.00
142-72210-207-101	Medical Insurance		3,065.50
142-72210-299-101	Other Fringe	109,042.00	
142-72210-336-101	Maintenance and Repair	5,000.00	
142-72210-355-101	Travel	555.00	
142-72210-524-101	In Service/Staff Development	54,535.00	
Subtotal-142-72210-xxx-101		608,881.00	3,317.00
Title I-A 72710			
142-72710-146-101	Bus Drivers	52,650.00	
142-72710-201-101	Social Security	3,290.63	
142-72710-204-101	Retirement	4,764.83	
142-72710-212-101	Medicare	763.43	
142-72710-412-101	Diesel Fuel	65,623.00	
Subtotal-142-72710-xxx-101		127,091.89	-
Title I-A 99100			
142-99100-504-101	Indirect Cost	16,375.00	
142-99100-590-101	Cumulative Transfers	57.00	
Subtotal-142-99100-xxx-101		16,432.00	-

FAYETTE COUNTY BOARD OF EDUCATION
 Amendments
 Fund 142
 January 31, 2012

Federal 6 - Page 11 of 12

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
Title II-A 71100			
142-71100-116-201	Teachers		10,000.00
142-71100-201-201	Social Security		620.00
142-71100-204-201	Retirement		642.00
142-71100-212-201	Medicare		145.00
142-71100-299-201	Other Fringe		40.00
Subtotal-142-71100xxx-201		-	11,447.00
Title II-A 72130			
142-72130-161-201	Secretary	30,000.00	
142-72130-189-201	Other Salaries	123,230.00	
142-72130-201-201	Social Security	1,875.00	
142-72130-204-201	Retirement	2,715.00	
142-72130-207-201	Medical Insurance	3,000.00	
142-72130-212-201	Medicare	435.00	
142-72130-299-201	Other Fringe	16,833.00	
Subtotal-142-72210-xxx-201		178,088.00	-
Title II-A 72210			
142-72210-161-201	Secretary		30,000.00
142-72210-189-201	Other Salaries		90,000.00
142-72210-201-201	Social Security		7,500.00
142-72210-204-201	Retirement		7,500.00
142-72210-207-201	Medical Insurance		4,500.00
142-72210-212-201	Medicare		1,750.00
142-72210-355-201	Travel		20,000.00
142-72210-524-201	In Service/Staff Development		77,223.00
Subtotal-142-72210-xxx-201		-	238,473.00
Title II-A 99100			
142-99100-504-201	Indirect Cost	5,203.00	
142-99100-590-201	Cumulative Transfers	8,518.00	
Subtotal-142-99100-xxx-201		13,721.00	-

Amendments
Fund 142
January 31, 2012

TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS 1,115,723.89 775,208.88

Prior Estimated Expenditures \$ 1,193,756.20
Total Estimated Expenditures this Amendment \$ 1,734,771.71
Projected Fund Balance before Amendments \$ 404,777.02
Change in Fund Balance this Amendment \$ 100,906.49
Estimated Ending Fund as of January 31, 2012 \$ 505,683.51

Commissioner Harris moved that the following amendment to the County General Fund Budget be approved. The motion was seconded by Commissioner Brewer and passed unanimously.

10.3.6.3

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 28th day of February, 2012, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget Amendment be amended in the following words and figures, to wit:

COUNTY GENERAL FUND
BUDGET AMENDMENT
F/Y 11/12
February, 2012

<u>Adjustment to Expenditure Accounts:</u>	INCREASE	DECREASE
<u>52300 Property Assessor</u>		
106 Deputies		\$ 2,145.00
307 Communication	\$ 2,145.00	
Subtotal-52300	\$ 2,145.00	\$ 2,145.00
<u>52400 Trustee</u>		
348 Postal Charges		\$ 6,500.00
349 Printing Stationery Forms	\$ 5,200.00	
355 Travel	1,300.00	
Subtotal-52400	\$ 6,500.00	\$ 6,500.00
<u>52500 County Clerk</u>		
332 Legal Notices	\$ 102.00	
499 Other Supplies		\$ 102.00
Subtotal-52500	\$ 102.00	\$ 102.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ 8,747.00	\$ 8,747.00
Prior Estimated Expenditures		\$13,177,219.00
Total Estimated Expenditures this Amendment		\$13,177,219.00
Projected Fund Balance before Amendment		\$ 1,342,346.00
Change in Fund Balance this Amendment		\$ 00.00
Estimated Ending Fund Balance as of June 30, 2012		\$ 1,342,346.00

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 28th day of February, 2012, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget Amendment be amended in the following words and figures, to wit:

COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 11/12 February, 2012

<u>Adjustment to Reserve Accounts:</u>	INCREASE	DECREASE
35130 <u>Designated for Purpose 3</u> <u>(Library Reserve Account)</u>	<u>\$21,658.46</u> <i>LR</i>	0
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNT:	\$21,658.41	
<u>Adjustment to Fund Balance:</u>	INCREASE	DECREASE
39000 <u>Undesignated Fund Balance</u>		<u>\$21,658.46</u>
TOTAL INCREASE/DECREASE TO FUND BALANCE:		\$21,658.46
Projected Unrestricted Fund Balance before Amendment	\$	1,342,346.00
Change in Unrestricted Fund Balance this Amendment	\$	21,658.46
Estimated Ending Unrestricted Fund Balance as of June 30, 2012	\$	1,320,687.54

Commissioner Harris moved to delay action for thirty (30) days for other bids on the Public Works Board's request to be allowed to borrow \$850,000 for the Belle Meade Bridge and an excavator. The funds for the bridge would be paid back by a FEMA grant, and the funds for the excavator would be paid out of Public Works funds. The motion was seconded by Commissioner German and passed unanimously.

10.3.6.4

RESOLUTION NO _____

RESOLUTION OF FAYETTE COUNTY, TENNESSEE. AUTHORIZING THE ISSUANCE OF INTEREST BEARING HIGHWAY DEPARTMENT CAPITAL OUTLAY NOTES, SERIES 2012. IN AN AMOUNT NOT TO EXCEED \$850,000 AND PROVIDING FOR THE PAYMENT OF SAID NOTES

WHEREAS, the Board of Commissioners (the "Board"), of Fayette County, Tennessee (the "County"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay notes to finance certain public works projects, consisting of the acquisition of equipment for the highway department of the County, and the construction of a new bridge and associated appurtenances on Belle Meade Drive over branch of Cypress Creek in Big Bell Subdivision in the County, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs incident thereto (collectively, the "Project");

WHEREAS, the County estimates that the economic life of such equipment is at least 5 years and the economic life of the bridge exceeds 12 years;

WHEREAS, the County finds and determines that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing capital outlay notes be issued for the purpose of providing funds to finance the Project; and.

WHEREAS, the County is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue such notes for said purposes upon the approval of the Director of the Office of State and Local Finance (the "Director of State and Local Finance").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY, TENNESSEE, AS FOLLOWS:

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

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project, there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, the interest bearing capital outlay notes of the County, in the aggregate principal amount of not to exceed \$850,000, or such lesser amount as may be determined by the County Mayor of the County (the "County Mayor") at the time of sale (collectively, the "Notes", individually, the "Note"). The term of the Notes shall not exceed the reasonably expected economic life of the Project which is hereby certified to be at least the term of the Notes.

Section 3. Terms of the Notes. The Notes shall be designated "Highway Department Capital Outlay Notes, Series 2012". The Notes shall be issued in registered form, without coupons, in minimum denominations of \$5,000. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, or such other date as the County Mayor shall determine, shall be sold at not less than the par amount thereof, and shall bear interest at a rate not to exceed 4% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the County Mayor (the "Interest Payment Date"). The Notes shall mature not later than the end of the third fiscal year following the fiscal year in which the Notes are issued with principal payable annually; provided, however, that each year the Notes are outstanding no less than one-ninth (1/9) of the original principal amount of the Notes shall mature without renewal, but subject to prior redemption. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the County Mayor of the County and the purchaser of the Notes.

Interest on the Notes shall be payable by wire transfer or by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the owners of such Notes, as of the applicable Interest Payment Date, at their respective addresses as shown on the registration books of the County maintained by the Note 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 Notes 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.

Section 4. Redemption. The Notes shall have such redemption provisions as may be determined at the time of the sale of the Notes by the County Mayor and the purchaser of the Notes; provided, however, that no redemption premium shall be great than 1%.

Section 5. Execution. The Notes shall be executed in the name of the County; shall bear the manual signature of the County Mayor; shall be countersigned by the County Clerk of the County (the "County Clerk") with his or her manual signature; and, shall have printed or impressed thereon the official seal of the County. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in typed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the County Mayor may deem necessary or desirable, the blanks to be appropriately completed by the County Mayor prior to the issuance of the Notes.

Section 6. Registration, Negotiability, and Payment. (a) The County Clerk of the County is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books") for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby

authorized to authenticate and deliver the Notes to the original purchaser thereof, or as he or she may designate, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes 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 Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein. Principal on the Notes shall be paid at maturity upon presentation or surrender of the Notes at the principal office of the Note Registrar, and payment in such manner shall forever discharge and release the obligation of the County to the extent of the principal and interest so paid.

(b) The County may from time to time at its discretion remove the Note Registrar and appoint a successor Note Registrar to whom all records, documents, and instruments relating to its duties as Note Registrar shall be delivered. Any successor Note Registrar shall be appointed by resolution of the County, and shall be a trust company or bank having the powers of a trust company, having, at the time of such appointment, a combined capital, surplus, and undivided profits aggregating at least Fifty Million Dollars (\$50,000,000), and be willing and able to accept the office of Note Registrar on reasonable and customary terms, and authorized by law to perform all duties imposed upon it by this Resolution.

(c) In the event that any amount payable on any Note 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 Note 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.

Section 7. Exchange of Notes. Notes upon surrender thereof at the office of the Note Registrar, together with an assignment of such Notes duly executed by the registered owner thereof, or his, her, or its attorney or legal representative, may be exchanged for an equal aggregate principal amount of Notes of the same maturity, of any denomination or denominations authorized by this Resolution, and bearing interest at the same rate as the Notes surrendered for exchange.

Section 8. Transfer of Notes. Each Note shall be transferable only on the registration books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or his, her 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 Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the

same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

Section 9. Regulations with Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging or transferring Notes is exercised, the County shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every exchange or transfer of Notes, whether temporary or definitive, the County and the Note 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 to the County 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. Neither the County nor the Note Registrar shall be obligated to exchange or transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes or any call for redemption.

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

Any notice to the contrary notwithstanding, the County and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owners of the Notes as the absolute owners thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

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

Section 12. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from funds of the County 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 County without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the County, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the County is irrevocably pledged.

Section 13. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, to the extent necessary, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the County, 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 County, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay said principal of and interest on the Notes maturing in said year. Principal or interest 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 County, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in the County's debt service fund and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 14. Approval of Director of State and Local Finance. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until such Notes shall first have been duly approved by the Director of State and Local Finance, as provided by Section 9-21-601 et. seq. Tennessee Code Annotated, as amended. The County Mayor, County Clerk, County Trustee, and Attorney for the County, are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the County shall submit its annual budget to the Director of State and Local Finance for approval immediately upon the County's adoption of the budget.

Section 15. Sale of Notes. The Notes herein authorized are authorized to be sold by the County Mayor by private negotiated sale at a price of not less than par and accrued interest.

Section 16. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the County designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "2012 Highway Department Capital Outlay Notes Project Fund" (the "2012 Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the County. The monies in the 2012 Project Fund shall be disbursed solely to finance the Project. Monies in the 2012 Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the 2012 Project Fund after completion of the Project shall be transferred to the County's debt service fund and used to pay debt service on the Notes.

Section 17. Reimbursement Provisions. The County is in the process of causing certain capital expenditures to be made with respect to the Project, including, but not necessarily limited to, planning, design, and architectural expenses, and the County desires to establish its official intent that certain of the expenditures related to the Project and certain other related expenditures be reimbursed from the proceeds of the Notes. Therefore, the Board of the County finds and determines, as follows:

(a) that it is in the best interest of the County to proceed immediately with the Project, thereby incurring certain capital expenditures;

(b) that the County has certain funds available which may be used temporarily for this purpose, pending the issuance of the Notes;

(c) that pursuant to the provisions of this Resolution, the Board anticipates that the County will issue the Notes for the purpose of financing the Project;

(d) that the Board reasonably expects to reimburse such amounts to such fund or source from which such expenditures may be made on a temporary basis as soon as proceeds from the issuance of such Notes are available; and,

(e) that this declaration of official intent is consistent with the budgetary and financial circumstances of the County.

The Board of the County by this Resolution hereby establishes its official intent to issue the Notes to finance the costs of the Project and other related expenditures in an amount not to exceed \$850,000. Pending the issuance of such Notes, funds necessary to finance such costs shall be advanced from such source of funds on hand and available for such purpose, and any amounts so advanced shall be reimbursed from the proceeds of the Notes.

Section 18. Non-Arbitrage Certification. The County certifies and covenants with the owners of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code, and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The County 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 counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owners thereof for federal income tax purposes.

The County covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of

the Code to pay "Rebatable Arbitrage," as defined in the regulations promulgated under 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 Notes from becoming subject to inclusion in federal gross income of the owners of the Notes for purposes of federal income taxation.

Section 19. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the County and the owners of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owners of the Notes has been obtained; provided, however, that the County is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owners of the Notes.

Section 20. No Action to be Taken Affecting Validity of the Notes. The County hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owners from time to time of such Notes. The County further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owners thereof for purposes of federal income taxation.

Section 21. Miscellaneous Acts. The County Mayor, the County Clerk, the County Trustee, and all other appropriate officials of the County 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, specifically including but not limited to, making arbitrage certifications and executing a note purchase agreement in connection with the purchase of the Notes, 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 Notes.

Section 22. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the County to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 23. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note 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 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 24. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the County contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the County and not of any officer, director, or employee of the County in his or her individual capacity, and no recourse shall be had for the payment of the principal or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the County or against any official or individual executing the Notes.

Section 25. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 26. 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 effect as of the date of its adoption the welfare of the County requiring it.

Approved and adopted this 28th day of February, 2012.

County Mayor

Attest:

County Clerk

STATE OF TENNESSEE)
COUNTY OF FAYETTE)

I, Sue W. Culver, hereby certify that I am the duly qualified and acting County Clerk of Fayette County, Tennessee (the "County"), 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 Board of Commissioners of said County held on February 28, 2012; (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 copy of such resolution authorizing the issuance of not to exceed \$850,000 Highway Department Capital Outlay Notes, Series 2012, by said County; (4) that the actions by said Board of Commissioners 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 Board of Commissioners was present and acting throughout said meeting.

WITNESS my official signature and the seal of said County this 28th day of February, 2012.

County Clerk

(SEAL)

FORM OF NOTE --- EXHIBIT "A"

Registered
No. _____

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
FAYETTE COUNTY
HIGHWAY DEPARTMENT CAPITAL OUTLAY NOTE,
SERIES 2012

Interest Rate: Maturity Date: Dated Date:

Registered Owner:

Principal Amount:

FAYETTE COUNTY, TENNESSEE (the "County"), lawfully organized and existing under the laws of the State of Tennessee, 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 Maturity Date identified above, upon the presentation and surrender hereof at the office of the County Clerk, Fayette County Courthouse, Somerville, Tennessee, or its successor as registrar and paying agent (the "Note Registrar"), the Principal Amount identified above, and to pay interest on said Principal Amount from the date hereof, or such later date as to which interest has been paid, to the Maturity Date, semiannually on _____ and _____ of each year, commencing _____, 2012, at the Interest Rate per annum set forth above, by check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the Note 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 note 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 interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this Note and the income therefrom are exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

This Note is one of a series of notes known as "Highway Department Capital Outlay Notes, Series 2012" (the "Notes"), issued by the County in the aggregate principal amount of \$850,000. The Notes which are issued for the purpose of financing certain public works projects, consisting of the acquisition of equipment for the highway department of the County, and the construction of a new bridge and associated appurtenances on Belle Meade Drive over branch of Cypress Creek in Big Bell Subdivision in the County, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs incident thereto the acquisition of equipment for the highway department of the County, are authorized by an appropriate resolution of the Board of Commissioners and particularly that certain Resolution of the Board of Commissioners adopted on February 28, 2012, 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 the Resolution are on file at the office of the County Clerk of the County, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the County, and the rights of the Registered Owner hereof.

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

This Note is transferable by the Registered Owner hereof in person or by his, her, or its attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this Note. Upon any such transfer, the County shall execute, and the Note Registrar shall authenticate and deliver in exchange for this Note, a new fully registered note or notes, registered in the name of the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this Note, of the same maturity and bearing interest at the same rate. For every exchange or transfer of notes, whether temporary or definitive, the County and the Note 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 to the County 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 County and the Note Registrar may deem and treat the person or entity in whose name this Note is registered as the absolute owner hereof, whether such note shall be overdue or not, for

the purpose of making payment of the principal of and interest on, this Note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid, and neither the County nor the Note Registrar shall be affected by any notice to the contrary.

The Notes are issuable only as fully registered Notes, without coupons, in minimum denominations of \$5,000. At the office of the Note Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, fully registered Notes may be exchanged for an equal aggregate principal amount of fully registered Notes of the same maturity, of authorized denominations, and bearing interest at the same rate.

[Redemption provisions - to be supplied]

This Note 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 note. This Note 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 the issuance of, this Note in order to make this Note a legal, valid, and binding obligation of the County, 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 Note and the issue of which it is a part, together with all other indebtedness of such County, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY, TENNESSEE, has caused this Note to be signed by the manual or facsimile signatures of the County Mayor and the County Clerk and its official seal, or a facsimile thereof, to be impressed or imprinted hereon, all as of _____, 2012.

Commissioner Harris moved to approve the Library Reserve Fund Requests as follows. The motion was seconded by Commissioner Dowdle and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 28th day of February, 2012, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget Amendment be amended in the following words and figures, to wit:

**COUNTY GENERAL FUND
BUDGET AMENDMENT
F/Y 11/12
February, 2012**

<u>Adjustment to Reserve Accounts:</u>	INCREASE	DECREASE
35130 Designated for Purpose 3 (Library Reserve Account)		<u>\$ 1,600.00</u>
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNT:		\$ 1,600.00
<u>Adjustment to Revenue Account:</u>	INCREASE	DECREASE
43360 Library Fees	<u>\$ 1,600.00</u>	<u>\$ 1,600.00</u>
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNT:	\$ 1,600.00	\$ 1,600.00
<u>Adjustment to Expenditure Account:</u>	INCREASE	DECREASE
56500 Libraries		
599 Other Charges	<u>\$ 1,600.00</u>	
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNT:	\$ 1,600.00 *	
 Change in Fund Balance this Amendment		 \$ 00.00

* This amount is local match for a grant from Tennessee State Library & Archives for a Integrated Library System.

Commissioner Harris moved that the decision to fund \$40,000 for new twelve lead monitors for the Ambulance Service be delayed until next month. The floor was yielded to Sam McKnight, Director of the Ambulance Service to address the matter. He said he might be able to purchase five used monitors from the Collierville Fire Department for \$29,000, but that some of the monitors were purchased as far back as 1999. If he could get the monitors the funding would need to be available at the time Commissioner Dowdle moved to allow Mr. McKnight and the Mayor to negotiate to get the monitors from Collierville or to buy new ones. The motion was seconded by Commissioner Leggett and passed unanimously.

Commissioner Harris moved that metal detectors be used for everyone attending County Commission meetings effective immediately. The sheriff has agreed to provide the manpower needed to do this. The motion was seconded by Commissioner Seals and passed with 17 commissioners voting "YES" and 1 Commissioner voting "NO".

Chairman Taylor introduced the following "refunding resolution for 2004 bonds" for approval. This would allow the County to take advantage of the low interest rate which is available currently. The motion was made by Commissioner Dowdle seconded by Commissioner Reeves, and passed unanimously by the Board.

11.1

Resolution # 2012-02-____
(Refunding Resolution)

BE IT REMEMBERED that the Board of County Commissioners of Fayette County, Tennessee, met in regular session at 7:00 o'clock p.m. on the 28th day of February, 2012, at its regular meeting place at the Fayette County Courthouse in the Town of Somerville, Tennessee.

Present were Rhea Taylor, County Mayor, and the following named Commissioners:

Present:

Absent:

Mayor Taylor, presiding, noted that a quorum was present.

Commissioner _____ moved for the adoption of the following resolution, which motion was seconded by Commissioner _____, and after due discussion, was put to a roll call vote, the result of which was as followed:

Commissioners voting "Aye":

Commissioners voting "No":

Commissioners not voting:

RESOLUTION AUTHORIZING THE SALE AND PROVIDING THE DETAILS OF
NOT-TO-EXCEED \$7,250,000 GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2012A, OF FAYETTE COUNTY, TENNESSEE,
AND PROVIDING FOR THE LEVY OF AD VALOREM
TAXES IN CONNECTION THEREWITH

WHEREAS, the Board of County Commissioners (the "Board") of Fayette County, Tennessee (the "Issuer") has determined that it is necessary and in the best interests of the Issuer to refund certain outstanding obligations of the Issuer in order to restructure the debt service on such obligations and reduce the annual debt service on the currently outstanding indebtedness; and

WHEREAS, the Board, after due deliberation, has determined that it is appropriate to issue its not-to-exceed \$7,250,000 General Obligation Refunding Bonds, Series 2012A (the "Bonds"), pursuant to authority of Sections 9-21-101 et seq. of the Tennessee Code Annotated, as amended, and other applicable provisions of law for such purposes; and

WHEREAS, a portion of the proceeds of the Bonds will be used to refund and/or retire the following outstanding obligations of the Issuer (the "Refunded Obligations"):

General Obligation Bonds, Series 2004, dated as of October 1, 2004, maturing April 1, 2013 through April 1, 2029, inclusive; and

WHEREAS, the plan of refunding of the Refunded Obligations has been submitted to the Tennessee Comptroller of the Treasury, Office of State and Local Finance, as required by Section 9-21-903, Tennessee Code Annotated, as amended, and it has acknowledged receipt thereof to the issuer and submitted its report thereon to the Issuer which report is attached to this Resolution as Exhibit A; and

WHEREAS, prior to the issuance and sale of the Bonds, the Issuer must publish a Notice of Sale and take other actions with respect to the Bonds proposed to be issued; and

WHEREAS, it is appropriate for this Board to provide certain details of the Bonds and the pledge of revenues thereto at this time; and

WHEREAS, it is appropriate for the Mayor to conduct the public sale of the Bonds, to accept the best bid for the Bonds, and to sell the Bonds to the best bidder at the public sale; and

WHEREAS, it is also appropriate to authorize the Mayor to determine the exact principal amount, interest rates and certain other terms of the Bonds and to finalize the sale of the Bonds to the ultimate purchaser.

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

SECTION 1. In order to refund all or a portion of certain outstanding bonds, notes and other obligations of the Issuer, as follows:

General Obligation Bonds, Series 2004, dated as of October 1, 2004, maturing April 1, 2013 through April 1, 2029, inclusive,

the Issuer shall borrow the amount of not-to-exceed \$7,250,000 and General Obligation Refunding Bonds, Series 2012A, of the Issuer in the principal amount borrowed shall be issued pursuant to Sections 9-21-101 et seq. of the Tennessee Code Annotated, as amended, and other applicable provisions of law.

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

(a) "Bond Fund" shall mean the fund used to pay principal and interest on the Bonds as they become due;

(b) "Bonds" shall mean the General Obligation Refunding Bonds, Series 2012A of the Issuer in an aggregate principal amount of not to exceed \$7,250,000 authorized to be issued by this resolution;

(c) "Bond Registrar" shall mean the registration and paying agent for the Bonds appointed by the Issuer pursuant to Section 10, or any successor as from time to time designated by the Governing Body;

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

(e) "Code" shall mean the Internal Revenue Code of 1986, as amended and regulations promulgated thereunder;

(f) "Depository" shall mean any securities depository that is a clearing agency under Federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(g) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

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

(i) "Escrow Agent" shall mean Regions Bank, Nashville, Tennessee, or another escrow agent appointed by the County Mayor, or its successor;

(j) "Financial Advisor" shall mean Morgan Keegan & Company Inc., Knoxville, Tennessee.

(k) "Fiscal Year" shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year;

(l) "Governing Body" shall mean the Board of County Commissioners of the Issuer;

(m) "Issuer" shall mean Fayette County, Tennessee;

(n) "Mayor" or "County Mayor" shall mean the duly elected County Mayor of the Issuer from time to time.

(o) "Obligations of the United States of America" shall mean direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States government or obligations of any agency or instrumentality of the United States of America which are permitted investments under Tennessee law for the purposes for which they are to be purchased and/or held;

(p) "Refunded Obligations" shall mean all or a portion of the unpaid and outstanding balance of the Issuer's:

General Obligation Bonds, Series 2004, dated as of October 1, 2004, maturing April 1, 2013 through April 1, 2029, inclusive

currently outstanding in the estimated principal amount of \$7,250,000.00, to be refunded pursuant to this resolution;

SECTION 3. Findings of the Governing Body. It is hereby found and determined by the Governing Body as follows:

(a) The issuance of the Bonds is necessary and in the best interests of the citizens of the Issuer;

(b) The refunding of the Refunded Obligations as set forth herein through the issuance of the Bonds, will restructure the payment of principal of and interest on the Refunded Obligations and will reduce the annual debt service on the Refunded Obligations.

(c) The Issuer will be able to amortize the Bonds, together with all other bonds, notes and other financial obligations now outstanding and all additional obligations proposed to be issued by the Issuer; and

(d) The proposed bond sale being authorized by this resolution is feasible and in the best interests of the Issuer.

SECTION 4. The Mayor is hereby authorized and directed to determine the principal amount of the Bonds not to exceed the principal amount specified in Section 1 to be actually issued (which may be in one or more emissions) and to effect adjustments in the maturity schedule and optional redemption dates set forth herein as authorized in Section 7. The determinations made by the Mayor, as described above, and the finalization of the details of the Bonds and sale of the Bonds by the Mayor shall be binding on the Issuer and no further action by the Governing Body with respect thereto shall be required. The Mayor shall cause, if advantageous to the Issuer, all or a portion of the Bonds to be insured by one or more bond

insurance policies issued by one or more nationally recognized bond insurance companies so long as it is demonstrated to the Mayor's satisfaction either (i) that such insurance is necessary to sell the Bonds, or the portion thereof to be insured, or (ii) the present value of the projected savings in interest costs to the Issuer as a result of obtaining such bond insurance exceeds the premium cost to the Issuer for such bond insurance.

The Mayor is authorized to sell the Bonds at a public sale at a price of not less than 98.0% of the par value of the Bonds actually issued, plus accrued interest.

The Mayor is hereby authorized and directed to publish a Notice of Sale for the Bonds and, if appropriate, for any other bonds of the Issuer which are being competitively sold at the same time, in either a financial newspaper having national circulation, or via an electronic communication system that is generally available to the financial community, and the date of publication shall be selected by the Mayor as he may deem appropriate for the purpose of conducting the sale of the Bonds at public sale at the earliest possible date after complying with the requirements of Tennessee Code Annotated, Section 9-21-203 that the Bonds must be advertised for sale for not less than 5 days prior to the sale of the Bonds. If the principal amount of bonds to be sold is not greater than \$5,000,000, then the notice of sale may be published as set forth above or in a newspaper having general circulation in the Issuer. The Notice of Sale shall be in such form, meeting the requirements of Tennessee Code Annotated Section 9-21-202, as shall be approved by the Mayor and the Financial Advisor. The Bonds shall be sold by physical delivery of bids or by electronic bidding means of an internet bidding service as shall be determined by the Mayor, in consultation with the Financial Advisor. The Governing Body hereby grants and confirms the authority of the Mayor to enter into a contract

with the Financial Advisor for the provision of financial advisory services in connection with the sale of the Bonds.

SECTION 5 The Mayor and County Clerk, working with the Financial Advisor, are hereby authorized and directed to provide for the preparation and distribution, electronic or otherwise, of a Preliminary Official Statement describing the Bonds and any other bonds or notes which in the discretion of the Mayor are sold at the same time as the Bonds. After the Bonds have been sold, the Mayor and the County Clerk shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor and County Clerk shall arrange for the delivery of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been sold to the successful bidder, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of its bidding group initially sell the Bonds.

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

SECTION 6. Subject to the adjustments permitted pursuant to Section 7, the Bonds shall be designated "General Obligation Refunding Bonds, Series 2012A," shall be dated as of their date of issuance, shall be numbered from R-1 upward, shall be issued in fully registered, book-entry only form, without coupons in the denomination of \$5,000 (or integral multiples thereof), and shall be subject to prior redemption as set forth below. Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. Until exchanged for definitive Bonds, the temporary Bonds shall be entitled to the same benefits as definitive Bonds authenticated and delivered hereunder.

SECTION 7. The Bonds shall bear interest, not exceeding 5.50%, as designated by the Mayor, payable semiannually on April 1 and October 1 of each year commencing October 1, 2012, and shall mature April 1, in the years and in the estimated amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>
2013	\$ 305,000
2014	\$ 300,000
2015	\$ 345,000
2016	\$ 335,000
2017	\$ 330,000
2018	\$ 325,000
2019	\$ 315,000
2020	\$ 310,000
2021	\$ 465,000
2022	\$ 475,000

2023	\$ 490,000
2024	\$ 505,000
2025	\$ 515,000
2026	\$ 530,000
2027	\$ 550,000
2028	\$ 570,000
2029	\$ 585,000
Total	\$ 7,250,000

The Mayor is authorized to increase or decrease the amount of each maturity, to change the dated date of the Bonds to a date other than their date of issuance, to sell the Bonds in one or more emissions, to change the Series designation of the Bonds, to adjust the principal and interest payment dates of the Bonds, to change or extend the maturity dates of the Bonds, and to change the optional redemption dates and provide for a premium not to exceed two percent (2%) of the par amount to be redeemed, to combine the issuance of the Bonds with the issuance of bonds pursuant to other authorizing resolutions of the Issuer and to make appropriate changes in the name of the Bonds and other adjustments to recognize such combined issuance, such adjustments to be made as the Mayor in his sole discretion shall deem most advantageous to the Issuer, provided that the aggregate amount of Bonds issued pursuant to this resolution shall not exceed the principal amount set forth in Section 1. The Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as term bonds, the Issuer shall redeem term bonds on redemption dates

corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to this Section 7 for each redemption date, as such maturity amounts may be adjusted pursuant to this Section 7, at a price of par plus accrued interest thereon to the date of redemption. The term bonds to be redeemed within a single maturity shall be selected in the manner described in Section 8.

SECTION 8. Subject to the adjustments permitted pursuant to Section 7 hereof, the Bonds maturing April 1, 2013 through April 1, 2021 shall mature without option of prior redemption. Bonds maturing April 1, 2022 and thereafter shall be subject to redemption on April 1, 2021 and at any time thereafter at a redemption price of par plus interest accrued to the redemption date.

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

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

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

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

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

mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Bond Registrar to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Issuer nor the Bond Registrar shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Bond Registrar shall mail said notices as and when directed by the Issuer pursuant to written instructions from an authorized representative of the Issuer (other than for a mandatory sinking fund redemption notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Bond Registrar). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Bond Registrar for the payment thereof and if notice has been duly provided as set forth herein.

SECTION 9. The Issuer hereby appoints Regions Bank, Nashville, Tennessee as the initial paying agent and bond registrar (the "Bond Registrar") with respect to the Bonds and authorizes and directs the Bond Registrar to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, and to make all payments of principal and interest with respect to the Bonds as provided herein, and to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange, transfer or

cancellation and to furnish the Issuer with a certificate of destruction. The Bond Registrar shall maintain registration books for the registration and registration of transfer of the Bonds, which books shall be kept in a manner that complies with the requirements of Section 149 of the Internal Revenue Code of 1986, as amended, and Regulations thereunder (or under corresponding provisions of prior law, if applicable) for recordkeeping relating to "registration-required bonds" and in accordance with the Tennessee Public Obligations Registration Act (T.C.A. §9-19-101 et seq., as amended).

SECTION 10. The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at designated corporate trust office of the Bond Registrar. The Bond Registrar shall make all interest payments with respect to the Bonds on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Bond Registrar as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing such payment in the United States mail, postage prepaid, addressed to such owners at such owners' addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Bond Registrar as the same shall become due and payable. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000.00 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the

continental United States or deposited to a designated account if such account is maintained with the Bond Registrar and written notice of any such election and designated account is given to the Bond Registrar prior to the record date.

The Bonds are transferable only by presentation to the Bond Registrar by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof (or attached thereto) completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Bond Registrar shall issue a new Bond or Bonds to the assignee(s) in such authorized denominations, as requested by the registered owner requesting transfer. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Issuer nor the Bond Registrar shall be affected by any notice to the contrary, including, but not limited to, any previous transfer request not accompanied by acceptable documentation.

The Bonds shall be signed by the Mayor with his manual or facsimile signature, shall be attested by the County Clerk by his or her manual or facsimile signature, and shall have imprinted or impressed thereon the official seal of the Issuer (or a facsimile thereof).

The Bond Registrar is hereby authorized to authenticate and deliver the Bonds from time to time to the original purchasers thereof or as it or they may designate upon receipt by the

Issuer of the proceeds of the sale thereof, together with any necessary documentation, and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Bond Registrar by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Issuer, in its discretion, shall issue, and the Bond Registrar shall authenticate and deliver a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the Issuer may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Issuer and the Bond Registrar of the destruction, theft or loss of such Bond, and indemnity satisfactory to the Issuer and the Bond Registrar, and the Issuer may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Issuer for the expense incurred by it in the issue thereof.

Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Issuer to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such

SECTION 20. All other actions of officers of the Issuer in conformity with the purposes and intent of this resolution and in furtherance of the issuance and sale of the Bonds are hereby approved and confirmed. The officers of the Issuer are hereby authorized and directed to execute and deliver all certificates and instruments and to take all such further action as may be considered necessary or desirable in connection with the issuance, sale and delivery of the Bonds.

SECTION 21. The provisions of this Resolution shall constitute a contract between the Issuer and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full except such changes as shall be required or may be appropriate to assure the validity and/or tax exempt status of the Bonds.

SECTION 22. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall remain in full force and effect, it being expressly hereby found and declared that the remainder of the Resolution would have been adopted by this Governing Body despite the invalidity of such section, paragraph, clause or provision.

SECTION 23. All orders or resolutions in conflict herewith be and the same are hereby repealed insofar as such conflict exists.

SECTION 24. This resolution shall take effect from and after its approval, the general welfare of Fayette County requiring it.

Passed and approved February 28, 2012.

(SEAL)

County Mayor

ATTEST:

County Clerk

STATE OF TENNESSEE

COUNTY OF FAYETTE

I, Sue Culver, hereby certify that I am the duly elected and qualified County Clerk of Fayette County, Tennessee, and as such official I further certify that attached hereto is a true and correct copy of excerpts from the minutes of the meeting of the Board of County Commissioners of Fayette County held on Tuesday, February 28, 2012, insofar as same pertains to the proceedings in connection with the issuance of not-to-exceed \$7,250,000 General Obligation Refunding Bonds, Series 2012A of Fayette County, Tennessee.

WITNESS my signature and official seal this the __ day of February, 2012.

Sue Culver, County Clerk
Fayette County, Tennessee

(SEAL)

Defaulted Interest, which shall be fixed in the following manner: the Issuer shall notify the Bond Registrar in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Issuer shall deposit with the Bond Registrar an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Bond Registrar for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Bond Registrar of the notice of the proposed payment, the Bond Registrar shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Bond Registrar shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Bond Registrar as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Issuer to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding

interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the issuer to call such Bond for redemption; provided, the Bond Registrar, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Issuer nor the Bond Registrar shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Bond Registrar, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

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

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

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

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Issuer determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, or (3) the Beneficial Owners of all Bonds shall request that such Bonds no longer be held under The Book-Entry System and shall agree to hold the Bonds for investment and not to reoffer the Bonds, the Issuer shall discontinue the Book-Entry System with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer shall cause the Bond Registrar to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

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

The Bond Registrar is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Bond Registrar) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Bond Registrar shall not be liable with respect to any such arrangements it may make pursuant to this section.

SECTION 11. The Bonds shall be in substantially the following form:

(Form of Bond)

REGISTERED

REGISTERED

Number R-

\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE

COUNTY OF FAYETTE

GENERAL OBLIGATION REFUNDING BOND,
SERIES 2012A

Interest Rate:	Maturity Date:	Date of Bond:	CUSIP No.:
	April 1, ____	____, 2012	
Registered Owner:	CEDE & CO.		
Principal Amount:			

KNOW ALL MEN BY THESE PRESENTS: That the County of Fayette in the State of Tennessee (the "Issuer"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on October 1, 2012, and semi-annually thereafter on the first day of April and October in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the corporate trust office of Regions Bank, Nashville, Tennessee, as bond registrar and paying agent (the "Bond Registrar"). The Bond Registrar shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Bond Registrar as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Issuer to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for

payment of such defaulted interest to be fixed by the Bond Registrar, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any,] on this Bond shall be made when due upon presentation and surrender of this Bond to the Bond Registrar.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Issuer and the Bond Registrar shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the

Beneficial Owners, as defined in the Resolution. Neither the Issuer nor the Bond Registrar shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Issuer determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Issuer may discontinue the book-entry system with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer shall cause the Bond Registrar to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the Issuer nor the Bond Registrar shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing April 1, 2013 through April 1, 2021 shall mature without option of prior redemption. Bonds of the issue of which this Bond is one maturing April 1, 2022 and thereafter shall be subject to redemption at the option of the

Issuer, in whole or in part on April 1, 2021, and at any time thereafter at a price of par plus interest accrued to the redemption date.

If Term Bonds are issued, the following provisions shall be included:

[The Issuer shall redeem Bonds maturing April 1, _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Bond Registrar by lot or such other random manner as the Bond Registrar in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Stated</u> <u>Maturity</u>	<u>Redemption</u> <u>Date</u>	<u>Principal Amount</u> <u>of Bonds</u> <u>Redeemed</u>
----------------------------------	----------------------------------	---

*Final Maturity

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

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

Notice of call for redemption shall be given by the Bond Registrar not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Bond Registrar as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Bond Registrar to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above

provided, and neither the Issuer nor the Bond Registrar shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Bond Registrar for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.]

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

has been made, nor during a period following the receipt of instructions from the Issuer to call such Bond for redemption.

This Bond is one of a series of Bonds, all of like tenor and effect, except as to date, number, rate of interest and principal amount, in an aggregate principal amount of \$ _____ issued for the purpose of refunding all or a portion of certain outstanding bonds, notes and other obligations of the Issuer, as follows:

General Obligation Bonds, Series 2004, dated as of October 1, 2004, maturing April 1, 2013 through April 1, 2029, inclusive.

and is issued under and pursuant to and in full compliance with the Constitution and statutes of the State of Tennessee, including Tennessee Code Annotated Section 9-21-101 et seq., pursuant to a resolution (the "Resolution") duly adopted by the Board of County Commissioners of the Issuer on February 28, 2012. Both the principal of and interest on this Bond are payable from taxes to be levied upon all taxable property in said Issuer without limitation as to rate or amount. For the prompt payment of both principal and interest on this Bond, the full faith, credit and resources of the Issuer are hereby irrevocably pledged. Reference is made to the Resolution for a more complete statement of the revenues from which and the conditions under which this Bond is payable and the general covenants and provisions pursuant to which this Bond is issued.

It is hereby certified, recited and declared that all acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Bond, in order to make the same a legal, valid and binding obligation of Fayette County, Tennessee, have happened, do exist and have been performed in regular and due time, form and manner as required by law;

that due provision has been made for the levy and collection of a direct annual tax, as from time to time may be found necessary, upon all taxable property within Fayette County sufficient to pay the principal and interest hereon as the same become due and payable; and that this Bond and the issue of which it forms a part, together with all other indebtedness of Fayette County, Tennessee, do not exceed any applicable Constitutional or statutory debt limit.

This Bond and the income herefrom are exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, transfer and estate taxes and except Tennessee franchise, excise and corporate privilege taxes applicable to certain holders.

This Bond is a "qualified tax-exempt obligation" designated (or deemed designated) by the Issuer for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, Fayette County, Tennessee, through its Board of County Commissioners, has caused this Bond to be signed by its County Mayor by his manual or facsimile signature and countersigned by the manual or facsimile signature of its County Clerk under the impressed or imprinted seal (or a facsimile thereof) of the Issuer all as of the ____ day of April, 2012.

COUNTERSIGNED:

(SEAL)

FAYETTE COUNTY, TENNESSEE

County Clerk

County Mayor

Transferable and payable at the corporate
trust office of Regions Bank, Nashville,
Tennessee

Date of Registration: April __, 2012

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

Regions Bank, as Bond Registrar

By: _____
Authorized Officer

(Form of Assignment)

For value received, the undersigned hereby sells, assigns and transfers unto _____ whose address is _____
[_____ (please insert social security number or tax identification number)], the within mentioned Bond and hereby irrevocably constitutes and appoints _____, or its successor as Bond Registrar, to transfer the same on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Registered Owner

Signature Guaranteed:

Notice: The signature must correspond with the name of the registered owner as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

Notice: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Bond Registrar.

SECTION 12. Both the principal of an interest on the Bonds are payable from taxes to be levied on all taxable property in said Issuer without limitation as to rate and amount. For the

prompt payment of such principal and interest. the full faith, credit and resources of Fayette County, Tennessee are hereby irrevocably pledged, and in order to provide for the payment of the Bonds and the interest thereon, there shall be and there is hereby directed to be levied and collected, at the same time and in the same manner as other taxes of Fayette County, Tennessee are levied and collected, a direct tax upon all taxable property within the boundaries of Fayette County, Tennessee, in such amount as may be found necessary each year to provide for the payment of the principal of the Bonds and the interest thereon, as the same mature and become due.

It shall be the duty of the tax-levying and collecting authorities of Fayette County, Tennessee, in each year while any of the Bonds issued hereunder shall remain outstanding and unpaid, without any further direction or authority to levy and collect the taxes herein provided for, and the rate of taxation to be levied in each year shall be sufficient, to provide the sums required in each year for the payment of the principal of and interest on the Bonds. Should there be a failure in any year to comply with the requirements of this Section, such failure shall not impair the right of the holders of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds herein authorized to be issued, both as to principal and interest. Principal and interest falling due at any time when there are insufficient funds on hand shall be paid from the current funds of the Issuer and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of direct appropriations from the general funds or other funds, taxes and revenues of the Issuer to the payment of debt service on the Bonds.

SECTION 13. Remedies of Bondholders. Except as herein expressly limited, the registered owners of the Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Tennessee and of the United States of America for the enforcement of payment of such Bonds and the interest thereon and of the pledge of the revenues made hereunder and of the covenants of the Issuer hereunder, including all the benefits and rights granted by Sections 9-21-101 et seq. of the Tennessee Code Annotated.

SECTION 14. The proceeds of the sale of the Bonds shall be applied by the Issuer as follows:

(a) all accrued interest shall be deposited into the Bond Fund of the Issuer and used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds;

(b) the Issuer shall pay, or cause to be paid, all costs of issuance of the Bonds, including, but not limited to, necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, bond insurance premiums, bond rating fees, Bond Registrar fees, administrative and clerical costs, and other necessary miscellaneous expenses incurred in connection with the authorization, issuance and sale and delivery of the Bonds; and

(c) the balance of the proceeds of the Bonds, which, together with other legally available funds of the Issuer and earnings on said proceeds and funds, will be sufficient to pay principal, accrued interest and redemption premium, as appropriate, on the Refunded Obligations shall be immediately applied for such purpose.

SECTION 15. If at the time of the issuance of the Bonds, the Refunded Obligations will not be retired or a valid and timely notice of redemption of the Refunded Obligations is not given in accordance with the resolutions governing the Refunded Obligations, then prior to the issuance of the Bonds notice of the Issuer's intention to refund the Refunded Obligations shall be given either (i) by mail to the owners of the Refunded Obligations at their addresses shown on the bond registration records for the Refunded Obligations, or (ii) by publication of an appropriate notice one (1) time each in a financial newspaper published in New York, New York, and having a national circulation and in a newspaper having a general circulation in the Issuer. Such notice shall be in a form that meets the requirements of Section 9-21-912 of the Tennessee Code Annotated, as amended. If the issuance of the Bonds does not occur as provided in such notice, notice thereof shall be given in the same manner. The County Clerk is hereby authorized and directed to publish any such notices as may be required in accordance with this Section 15.

SECTION 16. The issuer recognizes that the purchasers and holders of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is exempt from federal income taxation under laws in force on the date of delivery of the Bonds. In this connection, the Issuer agrees that it shall take no action which may render the interest on any of said Bonds subject to federal income taxation and agrees to take all action as may be necessary to comply with the provisions of the Code and the regulations thereunder in order to maintain or assure the tax-exempt status of the Bonds. It is the reasonable expectation of the Governing Body of the Issuer that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the

Code, including any lawful regulations promulgated or proposed thereunder (or under corresponding provisions of prior law, if applicable), and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body of the Issuer further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by Section 148(f) and will take such other actions as shall be necessary or permitted to prevent interest on the Bonds from becoming taxable. The Mayor and the County Clerk or any of them, are authorized and directed to make such certifications in this regard and as is otherwise customary or appropriate in connection with the sale of the Bonds as they shall deem appropriate, and such certifications shall constitute the representations and certifications of the Issuer.

SECTION 17. The Issuer hereby authorizes the Mayor to designate the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3)(B) of the Code to the extent the Issuer may legally do so and hereby authorizes the Mayor to make the final determination and designation as to such matters on behalf of the Issuer at the time the Bonds are sold.

SECTION 18. If the Issuer shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

- (a) By paying or causing to be paid the principal of and interest on such Bonds as and when the same become due and payable; or
- (b) By depositing or causing to be deposited with any trust company or bank whose deposits are insured by the Federal Deposit Insurance Corporation and which has trust powers

(the "Agent;" which Agent may be the Bond Registrar), in trust, on or before the date of maturity or redemption, sufficient money or Obligations of the United States of America, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay premium, if any, and interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice) and if the issuer shall also pay or cause to be paid all other sums payable hereunder by the Issuer with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Bond Registrar for further payment to the registered owners for the payment of principal of and interest and redemption premiums, if any, on such Bonds when due; or

(c) By delivering such Bonds to the Bond Registrar for cancellation; then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Issuer to the owners of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

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

Except as otherwise provided in this Section 18, neither the Obligations of the United States of America nor moneys deposited with the Agent pursuant to this Section nor principal or interest payments on any such Obligations of the United States of America shall be withdrawn or

used for any purpose other than, and shall be held in trust for, the payment of the principal and premium, if any, and interest on said Bonds; provided, that any cash received from such principal or interest payments on such Obligations of the United States of America deposited with the Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Issuer as received by the Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Obligations of the United States of America maturing at times and in amounts sufficient to pay when due the principal and premium, if any, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Issuer, as received by the Agent.

SECTION 19. Continuing Disclosure. The Issuer hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute a continuing disclosure agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and the Issuer's obligations relating thereto. Failure of the Issuer to comply with the undertaking herein described and to be detailed in such continuing disclosure agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Issuer to comply with its undertaking as set forth herein and in such continuing disclosure agreement, including the remedies of mandamus and specific performance.

With no further business before the Board, the meeting was adjourned.

Rhea Taylor, County Mayor

ATTEST:

Sue W. Culver, County Clerk