

6.1

FAYETTE COUNTY LEGISLATIVE BODY

OCTOBER 23, 2012

BE IT REMEMBERED that the Fayette County Legislative Board met in regular session at the Bill G. Kelley Criminal Justice Complex in Somerville, Tennessee, on the 23rd of October, 2012. Present and presiding was Chairman Rhea Taylor. Also present were the following: Sue W. Culver, 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, Claude Oglesby, Steve Reeves, Ray Seals, Larry Watkins, and Myles Wilson.

A quorum was met with eighteen (18) Commissioners present. Commissioner Sylvester Logan was absent.

The floor was opened to the public for comments on non-agenda items. Dana Pittman addressed the Board regarding the percentage of the property tax revenue per district and the sales tax revenue for Oakland.

Commissioner Reeves moved that the minutes from the September 25, 2012 meeting be approved. The motion was seconded by Commissioner Watkins and passed unanimously.

Commissioner Brewer introduced the following Resolution "Requesting to Name The Cullen L. Waddell, Sr. Bridge". Commissioner Dowdle moved to adopt the resolution and Commissioner Watkins seconded the motion which then passed unanimously.

7. 1

RESOLUTION
Requesting to Name the Cullen L. Waddell, Sr. Bridge

WHEREAS, Cullen L. Waddell, Sr. has been an active and influential member of the Longtown community; and

WHEREAS, the works of Mr. Waddell should be memorialized and remembered for posterity; and

WHEREAS, it is a common and fitting practice to name bridges in honor of our most illustrious citizens; and

WHEREAS, the bridge on State Highway 59 between Mt. Sinai Baptist Church and the intersection of Interstate 40 is a fitting bridge in the community that Mr. Waddell served; and

WHEREAS, State Highway 59 is under the control of the Tennessee Department of Transportation, who is overseen by the Tennessee State Legislature;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Fayette County, meeting in regular session on this 23rd day of October, 2012, that the County of Fayette requests that the State Legislature of Tennessee name the aforementioned bridge the "Cullen L. Waddell, Sr. Bridge", and that a copy of this resolution be sent to Fayette County's representatives, Senator Dolores Gresham and Representative Barrett Rich.

Adopted this 23rd day of October, 2012.

APPROVED: _____
County Mayor

ATTEST: _____
County Clerk

Commissioner Howard moved that the following "Resolution Of The Fayette County Board Of Commissioners" be adopted. The motion was seconded by

Commissioner Anderson and passed unanimously.

**RESOLUTION OF THE FAYETTE COUNTY BOARD OF
COMMISSIONERS**

A RESOLUTION to express our sincere thanks for the contributions and good works of Chuck Wombough for the charities of the Town of Oakland, Fayette County, and the State of Tennessee.

WHEREAS, Chuck has spent many hours organizing the annual car show at the Fayette County Cotton Festival; and

WHEREAS, Chuck has served on the board of Delta Human Resources Agency; and

WHEREAS, Chuck has served Fayette Cares in many capacities; and

WHEREAS, Chuck has served as an Alderman for the Town of Oakland for eight years and has served on various committees for the Town; and

WHEREAS, Chuck has been a great ambassador and representative for the Town of Oakland and Fayette County, therefore,

BE IT RESOLVED that the Fayette County Commission shows deep gratitude for Chuck Wombaugh and his wife Kay for their great compassion and service to the residents of Oakland and Fayette County. It is with honor and great pride that we send another "Volunteer" to the State of Texas!

Chairman, Board of Commissioners

ATTESTED:

County Court Clerk

Commissioner Wilson moved that the following be approved as notaries public: Kimberlye Bledsoe, Elizabeth Gallagher, Heidi Joyner, Anita C. Keller, Lubertha Lott, Johanna Perez, and Kimberly Rogers. The motion was seconded by Commissioner Brewer and passed unanimously.

Chairman Taylor reminded Commissioners that financial reports are in their packets, and questions should be addressed to the appropriate officials.

There were no reports from the Mayor's Office, the Sheriff, Board of Education, Juvenile Court, or Planning and Development.

Barbra Parker, Trustee, stated that the tax bills would go out the second week of November.

Jim Smith, Director of Public Works, presented a road list that was numbered according to the urgency of needed repairs. The approximate cost for the repairs needed is 5.65 million dollars.

Commissioner Wilson reported for the development Committee and stated that there was a roadway deeded to the County for expansion of the subdivision by John Turek and Harold Evans, property owners in the Woodmont Estates subdivision. These property owners have maintained the road which is 50 feet wide and 206.7 feet long approximately 0.24 acres. Commissioner Wilson moved that the property be deeded back to the property owners. The motion was seconded by Commissioner Dowdle and passed on a majority vote. Commissioner Anderson recused himself citing a possible conflict of interest.

Commissioner German then reported for the Health and Welfare Committee, which met on October 8, 2012. The committee discussed the monthly ambulance report and talked about ways to collect outstanding debts.

Commissioner Oglesby stated that the Personnel Committee did not meet.

Commissioner Lillard reported for the Education Committee which met on October 9, 2012. The Committee discussed the School Board's request for 10.5 million dollars bond issuance to construct a new elementary school. This construction is required to satisfy the consent order coming from the Federal desegregation Case. The School Board and the County Commission had previously mediated an agreement which detailed how the \$10.5 million would be handled and paid back. The Committee discussed the Phase One environmental which had previously been performed, and that the Phase Two environmental had not yet been done. The Committee voted to require the Phase Two environmental prior to releasing any funds, and to forward the matter to Budget with recommendation for approval. The Director of Schools then requested that a temporary loan be made so that architectural work may start prior to the bonds being sold. The Committee voted to send the matter to Budget with recommendation for approval.

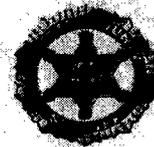
Commissioner Anderson reported for the Criminal Justice and Public Safety Committee which also met on October 9, 2012. The Committee discussed the fee for Indigent Representation which was implemented two years ago and was to be used to keep the Public Defender's office in Somerville. After two years the matter was to be

reviewed to determine if it should continue. Commissioner Anderson moved that the fee be kept. The motion was seconded by Commissioner Karcher and passed unanimously. The Committee also reviewed the Sheriff's request to institute a required disciplinary review committee pursuant to TCA 41-2-111. The Sheriff nominated six members for two year terms as follows. Commissioner Anderson moved that the nominees be appointed as requested. The motion was seconded by Commissioner Leggett and passed unanimously.

10.3.5.2



FAYETTE COUNTY SHERIFF'S OFFICE



MEMORANDUM

Date: October 8, 2012
To: Mayor Rhea Taylor
From: Sheriff Bobby Riles
RE: Disciplinary Review Board

A matter has been recently brought to my attention from TCI Jail Inspector Bob Bass. We do not have disciplinary review board in place for the jail. Each county is required by T.C.A. 41-2-111 to have a disciplinary review board. C.T.A.S. confirms this in the Tennessee Sheriff's Handbook page 181:

Disciplinary Review Board

Each county is required to have a disciplinary review board that shall be composed of six impartial members, one or more of whom may be members of the jail staff.

Members of the disciplinary review board are appointed by the sheriff or the jail administrator, subject to approval by the county legislative body. Members serve for a period of two years, except that appointments made to fill unexpired terms are for the period of such unexpired terms. No less than one and no more than three of the members of the disciplinary review board are required to transact the business authorized by law. Members of the board, while acting in good faith, shall not be subject to civil liability relative to the performance of duties delegated to the board by law. T.C.A. § 41-2-111(c).

The prisoner shall be given notice of the disciplinary hearing and shall have the right to call witnesses in the prisoner's behalf. Decisions of the disciplinary review board may be appealed to the sheriff. T.C.A. § 41-2-111(d).

The board must be composed of six members, one or more of whom may be jail staff. Only one member and no more than three members must be present to conduct the hearings. The six members must be approved and appointed by the county commission for a two year term. In addition the county commission must vote to set the salary for each person serving on the board (my recommendation would be \$0 as with all of our appointed boards.) I would recommend the following members for approval by the county commission:

Carol Ann Mason (911 Director)
Katie Logan (Juvenile Court)
Francis Turner (Jail Administrator)

Doug Davis (FCSO Supervisor)
Albert Williams (FCSO Deputy)
James Bailey (Detention Officer)

Below is the full T.C.A. code:

41-2-111. Sentence to hard labor -- Good time credit -- Disciplinary review board.

(a) In all cases where a person is by law liable to be imprisoned in the county jail for punishment or for failure to pay a fine, that person shall be sentenced to be confined, and shall be confined, at hard labor in the county workhouse until the expiration of the sentence of imprisonment or, subject to the limitations imposed by § 40-24-104, until the fine has been worked out, paid or secured to be paid.

(b) Each such prisoner who has been sentenced to the county jail or workhouse for any period of time less than one (1) year on either a misdemeanor or a felony, and who behaves uprightly, shall have deducted from the sentence imposed by the court time equal to one quarter (1/4) of the sentence. In calculating the amount of good time credit earned, the one-quarter reduction shall apply to the entire sentence, including pre-trial and post-trial confinement. Fractions of a day's credit for good time of one half (1/2) or more shall be considered a full day's credit. If any prisoner violates the rules and regulations of the jail or workhouse, or otherwise behaves improperly, the sheriff or superintendent of the institution may revoke all or any portion of the prisoner's good time credit; provided, that the prisoner is given a hearing in accordance with due process before a disciplinary review board and is found to have violated the rules and regulations of the institution.

(c) (1) The disciplinary review board for each institution shall be composed of six (6) impartial members, one (1) or more of whom may be members of the jail or workhouse staff.

(2) The members of the disciplinary review board, which is created by this section, shall be appointed by the sheriff or superintendent of the jail or workhouse where the institution is located, subject to approval by the county legislative body.

(3) Members shall serve for a period of two (2) years, except that appointments made to fill unexpired terms shall be for the period of the unexpired terms.

(4) No less than one (1) and no more than three (3) of the members of the disciplinary review board are required to transact the business authorized by this section.

(5) The county legislative body is authorized to establish the rate of compensation for such board members. In any county having a population of more than seven hundred thousand (700,000) according to the 1980 federal census or any subsequent federal census, the provisions of this subsection (c) shall not apply.

(6) Members of the board, while acting in good faith, shall not be subject to civil liability relative to the performance of duties delegated to the board by this section.

(d) The prisoner shall be given notice of the disciplinary hearing and shall have the right to call witnesses in the prisoner's behalf. The decisions of the disciplinary review board for workhouse inmates may be appealed to the sheriff or workhouse superintendent.

Commissioner Harris reported for the Budget Committee. He moved that the Bond for the Superintendent of schools be approved. The motion was seconded by Commissioner Oglesby and passed unanimously as follows:

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruffat of Sioux Falls
State of South Dakota, its regularly elected Senior Vice President
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One DIRECTOR FAYETTE COUNTY SCHOOL SYSTEM

bond with bond number 71294121

for JAMES M. TEAGUE
as Principal in the penalty amount not to exceed: \$100,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Senior Vice President with the corporate seal affixed this 21st day of September, 2012

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

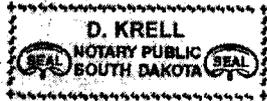
WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Senior Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 21st day of September, 2012, before me, a Notary Public, personally appeared Paul T. Bruffat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



D. Krell
Notary Public

My Commission Expires November 30, 2012

Form F1975-0-2006



Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the Principal and Western Surety Company, that instead of as originally written:

The anniversary date has been changed to read: September 13, 2012

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Bond _____, except as hereinabove set forth.

This Rider becomes effective on the 21st day of September, 2012, at _____, at _____ and one hour _____ clock a.m., standard time.

attached to and forming part of Bond No. 71294121
issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota, to

JAMES M. TRAGUE

Signed this 21st day of September, 2012.

WESTERN SURETY COMPANY

By Paul T. Brufat
Paul T. Brufat, Senior Vice President



Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruffat of Sicou Falls
State of South Dakota, its regularly elected Vice President
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One DIRECTOR FAYETTE COUNTY SCHOOL SYSTEM

bond with bond number 71294121

for JAMES M. TEAGUE
as Principal in the penalty amount not to exceed: \$100,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 21st day of September, 2012

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 21st day of September, 2012, before me, a Notary Public, personally appeared Paul T. Bruffat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

S. PETRIK
NOTARY PUBLIC
SOUTH DAKOTA
My Commission Expires August 11, 2016

S. Petrik
Notary Public

SURETY'S BOND NO. 71294121

STATE BOND FORM
COB-7(82)

STATE OF TENNESSEE
COUNTY OF Fayette
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Director

KNOW ALL MEN BY THESE PRESENTS:

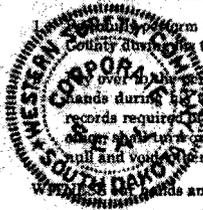
That James M. Teague
of Somerville (City or Town), County
of Fayette Tennessee, as Principal, and WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of One Hundred Thousand and 00/100 Dollars (\$ 100,000.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly elected X appointed to the office of Director Fayette County School of and for System County for the () year term beginning on the 13th day of September, 2012 and ending on the 13th day of September, 2016

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said James M. Teague, Principal, shall not faithfully perform the duties of the office of Director Fayette County School of System County during his term of office or his continuance therein; and



over the seasons authorized by law to receive them, all monies, properties, or things of value that may come into his hands during his term of office or his continuance therein without fraud or delay, and shall faithfully and safely keep all records required of him in his official capacity, and at the expiration of his term, or in case of his resignation or removal from office shall deliver to his successor all records and property which have come into his hands, then this obligation shall be null and void, otherwise to remain in full force and effect.

Witness my hand and seals this 21st day of September, 2012

WITNESS - ATTEST:
Beverly Feathers

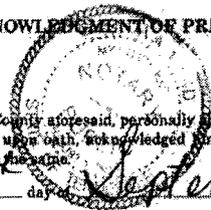
PRINCIPAL:
James M. Teague

COUNTERSIGNED BY:
NOT NEEDED
Tennessee Resident Agent

SURETY:
WESTERN SURETY COMPANY
by: Paul T. Bruffat
Paul T. Bruffat, Senior Vice President
(Attach evidence of authority to execute bond)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF Fayette



Before me, a Notary Public, of the State and County aforesaid, personally appeared James M. Teague with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 21st day of September, 2012

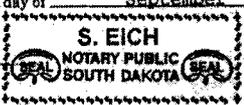
My Commission Expires: August 1st 2015
Glenda A. Ward
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF South Dakota
COUNTY OF Minnehaha

Before me, a Notary Public, of the State and County aforesaid, personally appeared Paul T. Brufat with whom I am personally acquainted and, who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of WESTERN SURETY COMPANY, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he as such individual being authorized so to do, executed the foregoing bond, by signing the name of the corporation by himself as such individual.

WITNESS my hand and seal this 21st day of September 2012
My Commission Expires: February 12, 2015



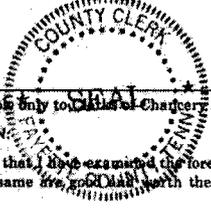
S. Eich
Notary Public

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of Chancery and Circuit Courts)
Bond and Sureties approved by _____, County Executive
of _____ County, on this _____ day of _____
Signed: _____
County Executive

CERTIFICATION:
I, Sue W. Culver, County Clerk of Fayette County,
hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the 23rd
day of October 2012, and entered upon the minutes thereof.



Signed: Sue W. Culver
County Clerk

SECTION II. (Applicable only to Clerks of Chancery and Circuit Courts)
CERTIFICATION:
This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are solvent with the penalty thereof and that the same has been entered upon the minutes of said court.

Signed: _____
Judge of the _____ Chancery _____ Circuit Court of and for said County
on this _____ day of _____

SECTION III. (Applicable to all County Officials' Bonds)
INDORSEMENT:
Filed with the Comptroller of the Treasury, State of Tennessee, this _____ day of _____
Comptroller of the Treasury

SECTION IV. (Applicable to all County Officials' Bonds)
FOR USE BY REGISTER OF DEEDS

WESTERN SURETY COMPANY
101 South Phillips Ave.
Sioux Falls, SD 57104
605-336-0850

Commissioner Harris stated that James Teague, Director of Schools, requested that the 10.5 million of bonds be issued to build a new elementary school in Somerville, which will help satisfy the Federal segregation consent order. The Committee was informed of the recommendation of the Education Committee that a Phase Two environment be completed prior to the release of bond funds. After a great deal of

discussion it was determined that the Phase Two would cost between \$5,000 and \$20,000 and if it was not necessary to do the Phase Two the County should not have to be out the money to pay for it. Commissioner Dowdle stated that she thought that the financial institution would require the Phase Two, and requested that the Mayor check with the financial institution to be sure. Commissioner Harris moved that the bond issuance be approved, with the stipulation that if the financial institution requires the Phase Two, then it will be done prior to the release of the Bond funds. Included in this bond issue were funds for the funds for proposed issuance of bonds to finance certain capital expenditures in connection with public works projects; acquisition, construction and equipping of schools; and the acquisition of two pumpers for the fire department and Sheriff's department cars. The Motion was seconded by Commissioner Oglesby and passed unanimously as follows on a roll call vote.

Resolution # 2012-10-____
(New Money Resolution for Fire and Sheriff's Departments)

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 23rd day of October, 2012, at its regular meeting place at the Fayette County Justice Center 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 \$555,000 GENERAL OBLIGATION BONDS,
SERIES 2012B, 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 make certain capital expenditures in connection with public works projects as described in Section 9-21-105 of the Tennessee Code Annotated, as amended, including but not limited to (i) the acquisition of two fire trucks and other equipment for the fire department and (ii) the acquisition of five patrol cars, two animal control trucks and other equipment for the Sheriff's department (the "Project"); and

WHEREAS, the Board, after due deliberation, has determined that it is appropriate to issue its not-to-exceed \$555,000 General Obligation Bonds, Series 2012B (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, the proceeds of the Bonds will be used to pay costs of the Project and to pay the costs of the issuance of the Bonds; and

WHEREAS, on July 26, 2011 the Board adopted a resolution entitled "INITIAL RESOLUTION DETERMINING TO ISSUE NOT TO EXCEED \$13,000,000 GENERAL OBLIGATION BONDS OF FAYETTE COUNTY, TENNESSEE" (the "Initial Resolution") regarding the proposed issuance of bonds to finance certain capital expenditures in connection with public works projects as described in Section 9-21-105 of the Tennessee Code Annotated,

as amended, including but not limited to the acquisition, construction and equipping of schools ;
and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, was published as required by law and no petition protesting the issuance of the Bonds was filed with the County Clerk within the time required by Section 9-21-206, Tennessee Code Annotated; and

WHEREAS, the Board has previously authorized the issuance of not-to-exceed \$10,675,000 of its General Obligation Bonds by resolution adopted July 26, 2012 for purposes of financing capital expenditures relating to public works projects, including, but not limited to, the acquisition, construction and equipping of schools, does not anticipate needing to issue bonds in the full amount of \$13,000,000 described in the Initial Resolution for capital expenditures related to schools, but needs to proceed to issue bonds to finance expenditures with respect to other public works projects, including, but not limited to, the Project described above;

WHEREAS, the Board desires to authorize the issuance of bonds to finance the Project as a portion of the bonds described in the Initial Resolution; 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 pay costs of the Project, the Issuer shall borrow the amount of not-to-exceed \$555,000 and General Obligation Bonds, Series 2012B, 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 Bonds, Series 2012B of the Issuer in an aggregate principal amount of not-to-exceed \$555,000 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 9, 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) "Debt Management Policy" shall mean The Debt Management Policy adopted by the Governing Body on October 25, 2011.

(g) "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;

(h) "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;

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

(j) "Financial Advisor" shall mean Cumberland Securities 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) "Project" shall mean capital expenditures in connection with public works projects as described in Section 9-21-105 of the Tennessee Code Annotated, as amended, including but not limited to (i) the acquisition of two fire trucks and other equipment for the fire department and (ii) the acquisition of five patrol cars, two animal control trucks and other equipment for the Sheriff's department.

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

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

(b) 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;

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

(d) The issuance of the Bonds will be in compliance with the Issuer's Debt Management Policy.

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 Mayor is hereby authorized to enter into a contract for financial advisory services with the Financial Advisor in connection with the sale of the Bonds, and an engagement letter with bond counsel.

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 Bonds, Series 2012B," 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 April 1, 2013, shall mature April 1, in the years and in the estimated amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>
2014	\$ 75,000
2015	\$ 75,000

2016	\$ 75,000
2017	\$ 75,000
2018	\$ 75,000
2019	\$ 35,000
2020	\$ 35,000
2021	\$ 35,000
2022	\$ 35,000
2023	<u>\$ 40,000</u>
Total	\$555,000

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, 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 I. 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, 2014 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 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 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 or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC and the Bonds shall be immobilized in its custody or a custodian of DTC. 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 BOND,
SERIES 2012B

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

_____, 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 April 1, 2013, 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

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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 shall be immobilized in its custody or a custodian of DTC. 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, 2014 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 Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds 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 \$555,000 issued for the purpose of providing funds for capital expenditures in connection with public works projects as described in Section 9-21-105 of the Tennessee Code Annotated, as amended, including but not limited to (i) the acquisition of two fire trucks and other equipment for the fire department and (ii) the acquisition of five patrol cars, two animal control trucks and other equipment for the Sheriff's department, 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 October 23, 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.

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 _____, 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:

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, swap termination fees, 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;

(c) the balance of the proceeds from the sale of the Bonds shall be deposited with the County Trustee and shall be kept separate and apart from all other funds of the Issuer in a special fund hereby designated as the "Fayette County, Tennessee 2012-2013 Capital Projects Fund," (the "Capital Projects Fund") which shall be applied exclusively to pay costs (i) certain capital expenditures in connection with public works projects as described in Section 9-21-105 of the Tennessee Code Annotated, as amended, including but not limited to (i) the acquisition of two fire trucks and other equipment for the fire department, (ii) the acquisition of five patrol cars, two animal control trucks and other equipment for the Sheriff's department; and (iii) the payment of legal, fiscal and administrative costs incident to the foregoing and to the issuance of the

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.

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 October 23, 2012.

(SEAL)

ATTEST:

County Clerk

County Mayor

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, October 23, 2012. insofar as same pertains to the proceedings in connection with the issuance of not-to-exceed \$555,000 General Obligation Bonds, Series 2012B of Fayette County, Tennessee.

WITNESS my signature and official seal this the ___ day of October, 2012.

Sue Culver, County Clerk
Fayette County, Tennessee

(SEAL)

4815-6425-9601.v.1

-38-

Commissioner Harris moved that the following loan request for pre-construction expenses for the new school, \$225,000 to Fleming and Associates Architects, be approved. The motion was seconded by Commissioner Dowdle and passed unanimously on a roll call vote.

10.3.6.4

RESOLUTION OF THE FAYETTE COUNTY BOARD OF EDUCATION REQUESTING FROM THE
FAYETTE COUNTY COMMISSION A LOAN FOR PRECONSTRUCTION EXPENSES

WHEREAS, the Fayette County Board of Education (Board) has been advised by its architect, Fleming and Associates, that certain preconstruction expenses will need to be paid prior to the bond closing projected to take place in January, 2013, and;

WHEREAS, on August 21, 2012, District Court Judge Thomas Anderson approved and entered a Consent Order in the case of *McFerrin v. Fayette County Board of Education* which, among other things, orders the Board to construct a new elementary school in Somerville at a site known as the North Campus to be opened at the beginning of the 2014/2015 school year (new school) to serve attendance zones currently served by Jefferson Elementary School and Somerville Elementary School, and;

WHEREAS, in order for the Board to meet its Court ordered obligation to open the new school by the beginning of the 2014/2015 school year, Fleming and Associates has advised that preconstruction work on the new school must begin immediately, and;

WHEREAS, based upon the attached schedule prepared by Fleming and Associates of design fees to be incurred from October, 2012 through January, 2013, the sum of approximately \$225,000.00 will need to be paid by the Board for said preconstruction work, and;

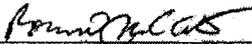
WHEREAS, because there exists a need for the preconstruction work to be performed and the billing for said work to be paid prior to the availability of funds generated by the construction bond closing, there is a need for the Board to borrow funds from Fayette County Government (the County) sufficient to pay for said preconstruction work.

NOW THEREFORE, BE IT RESOLVED that the Board hereby requests that the Fayette County Commission approve a loan from the County to the Board of \$225,000.00 to be repaid with interest, if applicable, within five (5) days of the receipt by the Board of all school construction proceeds generated by the bond closing anticipated to take place in January 2013.

BE IT FURTHER RESOLVED that the Board shall be entitled to receive this loan of \$225,000.00 from the County within ten (10) business days of providing Fayette County Mayor Rhea Taylor a copy of the signed and entered Order from the Federal District Court ordering the construction of the new school and approving the Board's plan to further desegregate its school system.

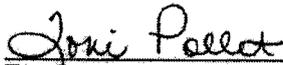
BE IT FURTHER RESOLVED that the Board shall be responsible for the reimbursement to the County of any interest which the County is charged by any third party lender for the period of time during which the funds are loaned by the County to the Board pursuant to this Resolution.

APPROVED AND ADOPTED this 4th day of October, 2012.



RONNIE MCCARTY, CHAIRMAN

ATTESTED BY:



TONI POLLET



New Fayette County Elementary School
 Schedule of Design Fees
 October 2012 - August 2014

5% of 10 million = \$500,000

	2012			2013												2014						TOTAL				
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE		JULY	AUG		
Schematic Design Phase (15%)																									\$75,000	
Design Development Phase (20%)																										\$100,000
Construction Document Phase (40%)																										\$200,000
Bid Phase (5%)																										\$25,000
Construction Phase (20%)																										\$100,000
TOTAL (100%)																										\$500,000

Civil Engineer, separate contract of \$34,800 will be billed between October - February. (Excludes widening of U.S.)
 Traffic Study: \$6,400 will be billed at completion October - November.

Commissioner Harris moved for approval of the following "Resolution For Addition Of Court Cost For Defraying The Cost of Representing Indigent Defendants" be approved. The motion was seconded by Commissioner Anderson and passed unanimously.

10.3.6.5

RESOLUTION FOR ADDITION OF COURT COST FOR DEFRAYING THE COST
OF REPRESENTING INDIGENT DEFENDANTS

BE IT THEREFORE RESOLVED, that the Fayette County Commission meeting in regular session this the 27th day of January, 2009, in the Bill G. Kelley Justice Center in Somerville, Tennessee: Whereas, TCA 40-14-210 (3) authorizes a twelve dollars and fifty cent (\$12.50) cost for the purpose of defraying the cost of legal representation and support services provided indigent defendants in criminal proceedings, upon a two-third vote of the county legislative body; and

WHEREAS, District Public Defender, Gary Antrican, has requested that this cost be assessed and remitted to the county government pursuant to TCA 40-14-210; and

WHEREAS, it is the desire of the Fayette County Commission to replace reduced state revenues for the cost of representing indigent defendants in Fayette County; and

WHEREAS, it is also the desire of the Fayette County Commission for the Public Defender to have an office in Fayette County;

NOW, THEREFORE, BE IT RESOLVED that :

1. Fayette County will direct the General Sessions and Circuit Court Clerks Office pursuant to TCA 40-14-210, to collect the twelve dollar and fifty cent (\$12.50) cost on all misdemeanor and felony cases, with the exception of non-moving traffic violations, and that the funds collected shall be remitted to the county government to be used pursuant to the above referenced Tennessee Code Annotated Section for providing representation and support services to indigent defendants in criminal proceedings
2. This cost will be reconsidered after a two year period by a vote of the Fayette County Commission
3. This cost will be reconsidered if the Public Defender shall close the Fayette County office.
4. This cost will be reconsidered if the funds scheduled for reduction are restored.

Sue Culver, County Clerk

Rhea Taylor, County Mayor

Date

Chairman Taylor reported for the Rail Road Committee, stating that the Committee had presented two requests for rail road property to be deeded back to the original property owners. The first piece of property is located north of Highway 64 just west of Warren Road, and was part of the property belonging to the Gordon Tomlin Family.

THIS INSTRUMENT PREPARED
WITHOUT THE BENEFIT OF A TITLE
OPINION BY:
WILLIAM S. RHEA
Attorney at Law
205 West Market
Somerville, TN 38064
(901) 465-3336

QUITCLAIM DEED

THIS INDENTURE MADE and entered into on this ____ day of _____, 2012, by and between FAYETTE COUNTY, TENNESSEE acting by and through RHEA TAYLOR, County Mayor, and SUE CULVER, County Clerk, and pursuant to the adoption of the motion made by Commissioner Brewer and seconded by Commissioner _____ and adopted by the Fayette County Commission at its regular session of said county legislative body held in the Bill G. Kelley Criminal Justice Complex in Somerville, Tennessee on the ____ day of _____, 2012 and of record on the minutes of said body in Minute Book ____ Page _____, parties of the first part, and GORDON M. TOMLIN FAMILY, L.P., party of the second part.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) cash in hand paid by the parties of the second part to the parties of the first part, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said parties of the first part has bargained and conveyed and does hereby release, relinquish, quitclaim, transfer and convey all of his right, title and interest unto the party of the second part, their heirs and assigns, in and to that certain real estate situated in the 7th Civil District of Fayette County, Tennessee, to wit:

Description of part of the abandoned right of way of the Paducah and Memphis Branch of the Nashville Division of the railroad between Jackson and Cordova, in the County of Fayette, between Valuation Stations 9266+38 and 10747+90 recorded in Book 155, Page 710 and being more particularly described as follows:

Beginning at a set 1/2" rebar with plastic cap at the intersection of the south line of the Gordon M. Tomlin Family, L.P. property recorded in Instrument No. 08002301, Tract No. 6 and the southeast right-of-way line of the Old Louisville and Nashville Railroad, said point being on TCS 1983 (N-346733.26, E-9937138.55); thence north 86 degrees 36 minutes 12 seconds west along the south line of said property recorded in Instrument No. 08002301, Tract 6 and across said Old Louisville and Nashville Railroad right-of-way line, 230 feet to a set 1/2" rebar with plastic cap in the northwest right-of-way line of said Old Louisville and Nashville Railroad; thence northeastwardly along the northwest and north right-of-way line of said Old Louisville and Nashville Railroad the following calls: north 67 degrees 41 minutes 46 seconds east, 1236.08 feet to a point; northeastwardly along a curve to the right having a radius of 2554.63 feet, delta angle of 18 degrees 09 minutes 54 seconds, chord bearing of north 76 degrees 46 minutes 43 seconds, east, chord distance of 806.52 feet and a curve distance of 809.91 feet to a point; north 85 degrees 51 minutes 40 seconds east, 56.14 feet to a set 1/2" rebar with plastic cap in an east line of Tract No. 10 of said property recorded in Instrument No. 08002301; thence south 05 degrees 19 minutes 20 seconds east across said Old Louisville and Nashville Railroad right-of-way and along the

southwardly projection of an east line of said property recorded in Instrument No. 08002301, Tract No. 10, 50.01 feet to a set 1/2" rebar with plastic cap in the centerline of said Old Louisville and Nashville Railroad right-of-way; thence southwestwardly along the centerline of said Old Louisville and Nashville Railroad right-of-way the following calls: south 85 degrees 51 minutes 40 seconds west, 57.17 feet to a point; southwestwardly along a curve to the left having a radius of 2504.83 feet, delta angle of 11 degrees 16 minutes 14 seconds, chord bearing of south 80 degrees 13 minutes 33 seconds west, chord distance of 491.88 feet and a curve distance of 492.68 feet to a set 1/2" rebar with plastic cap in the northwardly projection of the east line of said property recorded in Instrument No. 08002301, Tract No. 6; thence south 03 degrees 28 minutes 48 seconds west across said Old Louisville and Nashville Railroad right-of-way and along the northwardly projection of the east line of said property recorded in Instrument No. 08002301, Tract No. 6, 52.91 feet to a set 1/2" rebar with plastic cap in the southeast right-of-way of said Old Louisville and Nashville Railroad right-of-way; thence southwestwardly along the southeast right-of-way line of said Old Louisville and Nashville Railroad the following calls: southwestwardly along a curve to the left having a radius of 2454.63 feet, delta angle of 06 degrees 29 minutes 41 seconds, chord bearing of south 70 degrees 56 minutes 36 seconds west, chord distance of 278.09 feet and a curve distance of 278.24 feet to a point; south 67 degrees 41 minutes 46 seconds west, 1028.30 feet to the POINT OF BEGINNING and containing 3.92 acres of land.

A CONTROVERSY HAS ARISEN IN THE COUNTY OF FAYETTE WITH REGARD TO THE FEE SIMPLE OWNERSHIP OF THE ONE HUNDRED (100) FEET WIDE RAILROAD RIGHT-OF-WAY ABANDONED BY THE LOUISVILLE AND NASHVILLE RAILROAD COMPANY IN 1968. THE LOUISVILLE AND NASHVILLE RAILROAD COMPANY CONVEYED TO FAYETTE COUNTY ANY INTEREST THAT IT MIGHT HAVE TO SAID RIGHT-OF-WAY BY A QUITCLAIM DEED DATED AUGUST 19, 1968 AS OF RECORD IN THE REGISTER'S OFFICE OF FAYETTE COUNTY, TENNESSEE IN DEED BOOK 155, PAGE 710. THE GRANTEE IN THIS QUITCLAIM DEED OBTAINED TITLE TO A CERTAIN PARCEL OF REAL ESTATE WHICH IS MORE PARTICULARLY DESCRIBED IN INSTRUMENT #07011266 IN SAID REGISTER'S OFFICE OF FAYETTE COUNTY, TENNESSEE. THE ABOVE MENTIONED ABANDONED RAILROAD RIGHT-OF-WAY IS CONTAINED WITHIN THE BOUNDS OF OR JOINS THE ABOVE REFERENCED DEED OR DEEDS OF THE GRANTEE. TO QUIET TITLE TO THE ABOVE MENTIONED ABANDONED RIGHT-OF-WAY. THE FAYETTE COUNTY COMMISSION VOTED TO SELL ANY INTEREST THAT IT MIGHT HAVE IN THE ABOVE MENTIONED ABANDONED RIGHT-OF-WAY TO THE ADJACENT LAND OWNERS TO SAID RIGHT-OF-WAY. THIS SALE WAS APPROVED BY THE FAYETTE COUNTY COMMISSION FOR THE APPROVAL OF THIS TRANSACTION. SEE THE MINUTES OF THE FAYETTE COUNTY COMMISSION FOR AUGUST 24, 2010, AS OF RECORD IN THE COUNTY CLERK'S OFFICE OF FAYETTE COUNTY, TENNESSEE IN MINUTE BOOK 7 PAGE 581.

WITNESS the signature of the parties of the first part on the date first above written.

RHEA V. TAYLOR
 Fayette County Mayor

SUE CULVER
 County Clerk

**STATE OF TENNESSEE
COUNTY OF FAYETTE**

On the _____ day of _____, 2012, before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared **REBA TAYLOR AND SUE CULVER**, with whom I am personally acquainted and who, upon oath acknowledged themselves to be the County Mayor and County Clerk, respectively of Fayette County, Tennessee, the within named hereafter, a political subdivision and that they as such County Mayor and County Clerk being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of such political subdivision by themselves as County Mayor and County Clerk respectively and also acknowledging the execution thereof to be their free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

NOTARY PUBLIC

My Commission Expires:

AFFIDAVIT

**STATE OF TENNESSEE
COUNTY OF FAYETTE**

I hereby swear or affirm that the actual consideration for this transfer is \$ _____.

Affiant

Sworn to and subscribed before me this _____ day of _____, 2012.

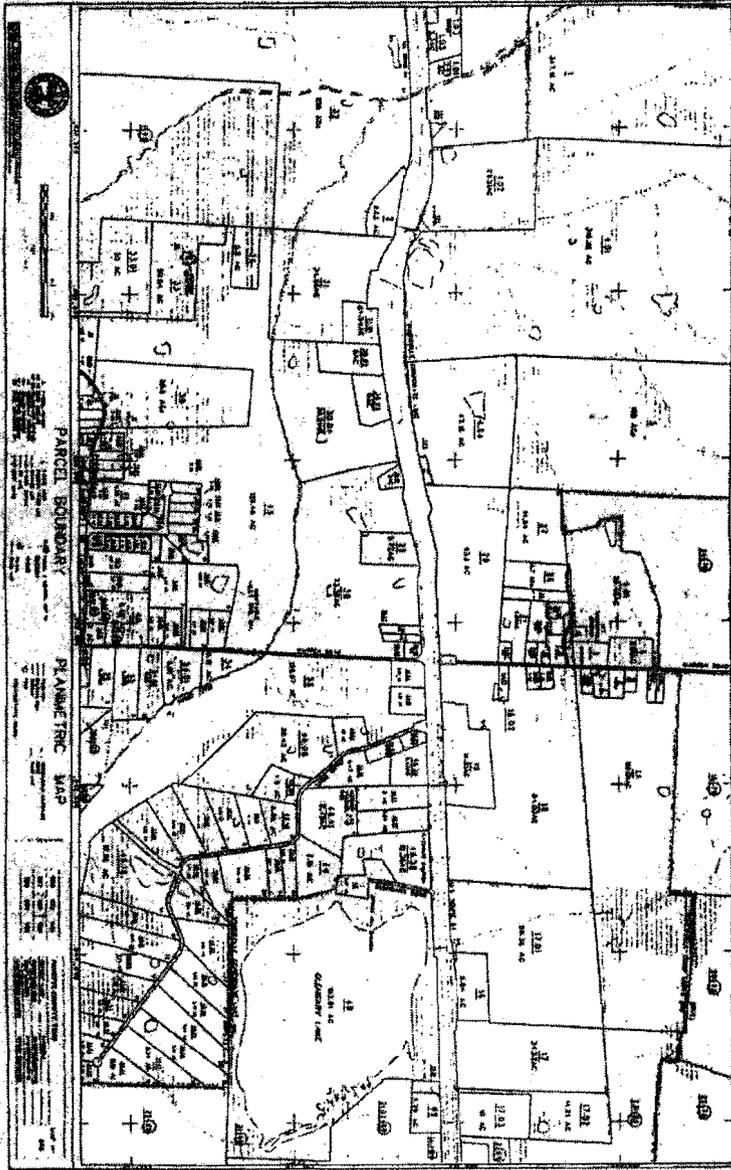
Notary Public

My Commission Expires:

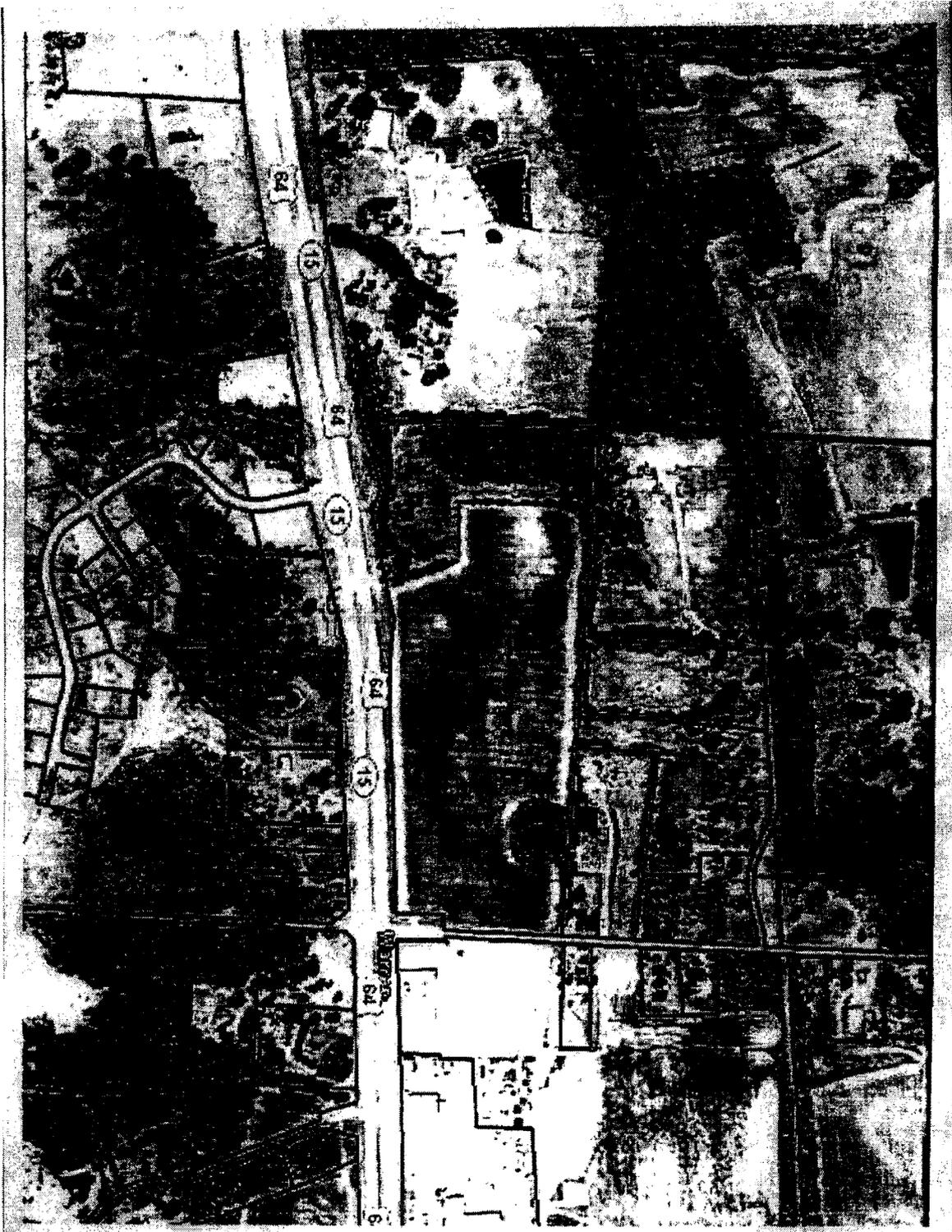
**IDENTIFIED AS PART OF:
MAP 88, PARCEL 85**

MAIL TAX NOTICES TO:

Gordon M. Tomlin Family L.P.
P.O. Box 86
Oakland, TN 38060



Comptroller of The Treasury



The next piece of property is located south of Highway 64 and just south of the intersection of Highway 64 and Donelson Road, and was part of the property belonging to the McCraw-Ivy Family Farms. County Attorney, Ricky Rosser has reviewed the requests and deeds and stated they were in order. Commissioner Reeves moved that the property be transferred to these families. The motion was seconded by Commissioner

Brewer, and passed on a majority vote. Commissioner Anderson voted“NO”.

THIS INSTRUMENT PREPARED
WITHOUT THE BENEFIT OF A TITLE
OPINION BY:
J. WEBER McCRAW
Attorney at Law
P.O. Box 1398
Braden, TN 38010

QUITCLAIM DEED

THIS INDENTURE MADE and entered into on this 26th day of October, 2012, by and between FAYETTE COUNTY, TENNESSEE acting by and through RHEA TAYLOR, County Mayor, and SUE CULVER, County Clerk, and pursuant to the adoption of the motion made by Commissioner _____ and seconded by Commissioner _____ and adopted by the Fayette County Commission at its regular session of said county legislative body held in the Bill G. Kelley Criminal Justice Complex in Somerville, Tennessee on the ____ day of _____, 2012 and of record on the minutes of said body in Minute Book ____ Page _____, parties of the first part, and McCRAW-IVY FAMILY FARMS, L.P., party of the second part.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of one Dollar (\$1.00) cash in hand paid by the parties of the second part to the parties of the first part, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said parties of the first part has bargained and conveyed and does hereby release, relinquish, quitclaim, transfer and convey all of his right, title and interest unto the party of the second part, their heirs and assigns, in and to that certain real estate situated in the 7th Civil District of Fayette County, Tennessee, to wit:

Description of part of the abandoned right of way of the Paducah and Memphis Branch of the Nashville Division of the railroad between Jackson and Cordova, in the County of Fayette, between Valuation Stations 9266+58 and 10747+90 recorded in Book 155, Page 710 and being more particularly described as follows:

Beginning at a set 1/2" rebar with plastic cap at the intersection of the east line of the McCraw-Ivy Family Farms, L.P. property recorded in Book D539, Page 380, Tract No. 10 - Parcel No. 1 and the north right-of-way line of the Old Louisville and Nashville Railroad, said point being on TCS 1983 (N-342052.22, E-906682.25); thence south 03 degrees 48 minutes 50 seconds west across said Old Louisville and Nashville Railroad right-of-way and along the east line of said property recorded in Book D539, Page 380, Tract No. 10 - Parcel No. 1, 100.10 feet to a set 1/2" rebar with

plastic cap in the south right-of-way line of said Old Louisville and Nashville Railroad; thence north 88 degrees 41 minutes 45 seconds west along the south right-of-way line of said Old Louisville and Nashville Railroad, 2958.22 feet to a set ½" rebar with plastic cap in a west line of said property recorded in Book D539, Page 380, Tract No. 10 – Parcel No. 1; thence north 03 degrees 18 minutes 50 seconds east across said Old Louisville and Nashville Railroad right-of-way and along a west line of said property recorded in Book D539, Page 380, Tract No. 10 – Parcel No. 1, 100.06 feet to a set ½" rebar with plastic cap in the north right-of-way line of said Old Louisville and Nashville Railroad; thence south 88 degrees 41 minutes 45 seconds east along the north right-of-way line of said Old Louisville and Nashville Railroad, 2959.09 feet to the POINT OF BEGINNING and containing 6.79 acres of land.

A CONTROVERSY HAS ARISEN IN THE COUNTY OF FAYETTE WITH REGARD TO THE FEE SIMPLE OWNERSHIP OF THE ONE HUNDRED (100) FEET WIDE RAILROAD RIGHT-OF-WAY ABANDONED BY THE LOUISVILLE AND NASHVILLE RAILROAD COMPANY IN 1968. THE LOUISVILLE AND NASHVILLE RAILROAD COMPANY CONVEYED TO FAYETTE COUNTY ANY INTEREST THAT IT MIGHT HAVE TO SAID RIGHT-OF-WAY BY A QUITCLAIM DEED DATED AUGUST 19, 1968 AS OF RECORD IN THE REGISTER'S OFFICE OF FAYETTE COUNTY, TENNESSEE IN DEED BOOK 155, PAGE 710. THE GRANTEE IN THIS QUITCLAIM DEED OBTAINED TITLE TO A CERTAIN PARCEL OF REAL ESTATE WHICH IS MORE PARTICULARLY DESCRIBED IN WARRANTY DEED OF RECORD IN BOOK D683 PAGE 315 IN SAID REGISTER'S OFFICE OF FAYETTE COUNTY, TENNESSEE. THE ABOVE MENTIONED ABANDONED RAILROAD RIGHT-OF-WAY IS CONTAINED WITHIN THE BOUNDS OF OR JOINS THE ABOVE REFERENCED DEED OR DEEDS OF THE GRANTEE TO QUIET TITLE TO THE ABOVE MENTIONED ABANDONED RIGHT-OF-WAY. THE FAYETTE COUNTY COMMISSION VOTED TO SELL ANY INTEREST THAT IT MIGHT HAVE IN THE ABOVE MENTIONED ABANDONED RIGHT-OF-WAY TO THE ADJACENT LAND OWNERS TO SAID RIGHT-OF-WAY. THIS SALE WAS APPROVED BY THE FAYETTE COUNTY COMMISSION FOR THE APPROVAL OF THIS TRANSACTION; SEE THE MINUTES OF THE FAYETTE COUNTY COMMISSION FOR OCTOBER, 2012 AS OF RECORD IN THE COUNTY CLERK'S OFFICE OF FAYETTE COUNTY, TENNESSEE IN MINUTE BOOK _____ PAGE _____.

WITNESS the signature of the parties of the first part on the date first above written.



RHEA V. TAYLOR
Fayette County Mayor

SUE CULVER
County Clerk

**STATE OF TENNESSEE
COUNTY OF FAYETTE**

On the ___ day of _____ 2012, before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared **RHEA TAYLOR and SUE CULVER**, with whom I am personally acquainted and who, upon oath acknowledged themselves to be the County Mayor

and County Clerk, respectively of Fayette County, Tennessee, the within named bargainer, a political subdivision and that they as such County Mayor and County Clerk being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of such political subdivision by themselves as County Mayor and County Clerk respectively and also acknowledging the execution thereof to be their free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

My Commission Expires:

NOTARY PUBLIC

AFFIDAVIT

**STATE OF TENNESSEE
COUNTY OF FAYETTE**

I hereby swear or affirm that the actual consideration for this transfer is \$_____.

Affiant

Sworn to and subscribed before me this _____ day of _____, 2012.

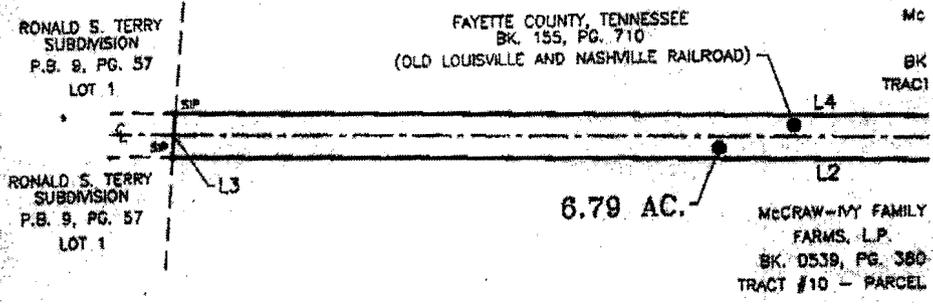
Notary Public

My Commission Expires:

**IDENTIFIED AS A PART OF:
Map 86, Parcel 75**

MAIL TAX NOTICES TO:

McCraw-Ivy Family Farms, L.P.
P.O. Box 1371
Braden, TN 38010



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89° 15' 00" E	100.00
L2	S 89° 15' 00" E	100.00
L3	S 89° 15' 00" E	100.00
L4	S 89° 15' 00" E	100.00

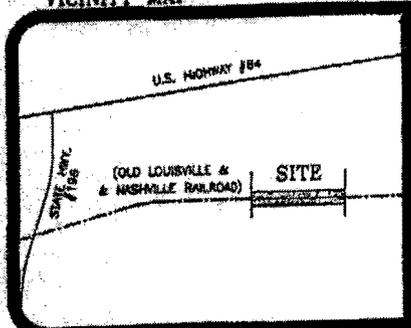
LEGEND:

- AC. ACRES
- BK. BOOK
- CL. CENTERLINE
- E. EAST
- N. NORTH
- P.B. PAGE
- P.O.B. POINT OF BEGINNING
- P.S. PLAT BOOK
- S. SOUTH
- SP. SET 1/2" REBAR WITH PLASTIC CAP
- W. WEST



VICINITY MAP

NOT TO SCALE



CERTIFICATE:

I hereby certify that the above described plat is correct and true to the original survey and that the same has been recorded in my office.

REGISTERED LAND SURVEYOR

AR. 0000000000

CONFIRMED

NO. 1701



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

ATTEST:

Sue W. Culver, County Clerk

Rhea Taylor, County Mayor