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**MINUTES  
SUMNER COUNTY BOARD OF COUNTY COMMISSIONERS  
FEBRUARY 19, 2007**

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The Board of County Commissioners of Sumner County, Tennessee met in regular session on Monday, February 19, 2007, in the Commission Chambers of the Sumner County Administration Building in Gallatin, Tennessee at 7:00 p.m. Present and presiding was the County Executive R.J. "Hank" Thompson. Also present were the County Clerk Bill Kemp and County Law Director Leah Dennen and the following Commissioners to wit:

Mike Akins	Steve Graves	Trisha LeMarbre
Saundra Ridings Boyd	Ragan Hall	Joe Matthews
David Cummings	Bob Hendricks	Kirk Moser
Paul Decker	Billy S. Hobbs	Bob Pospisil
James A. England	Chris Hughes	David Satterfield
Shawn Fennell	Anthony Holt	Jo Skidmore
Paul D. Freels	Merrol N. Hyde	Jerry F. Stone
Paul Goode	David Kimbrough	Jim Vaughn

Having a duly constituted quorum, the meeting was opened in due process by Sheriff Bob Barker. Chairman R.J. "Hank" Thompson noted that with twenty-four members seated, a simple majority would be by thirteen votes; and that matters requiring a two-thirds vote would be by sixteen votes during this session.

The Invocation was led by Rick Gibson, Senior Pastor of the House of Grace Assembly of God in Gallatin.

The Pledge of Allegiance was led by the County Clerk, Bill Kemp.

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**SUSPENSION OF THE RULES**

Commissioner Satterfield moved, seconded by Commissioner Graves, to suspend the rules and adjourn the Commission meeting until February 26, 2007.

The electronic vote was recorded in the following manner:

Akins	Y	Fennell	N	Cummings	Y
Hall	N	Graves	N	Satterfield	Y
Holt	N	Matthews	N	Boyd	N
England	Y	Hendricks	N	Vaughn	N
LeMarbre	N	Moser	N	Decker	N
Hyde	N	Hughes	N	Kimbrough	N
Goode	N	Skidmore	Y	Freels	N
Stone	N	Hobbs	Y	Pospisil	N

**SUSPEND      Yes: 6      No: 18      Abs: 0      07:04 PM**

Chairman Thompson declared the motion to suspend the rules failed to pass.

### **APPROVAL OF AGENDA**

Chairman Thompson requested that the Committee on Committees report be moved after Recognition of the Public because of the interest in the Board of Education vacancy. Under Legislative Committee report, Item 3 was removed, regarding the execution of a master equipment lease/purchase agreement.

Commissioner Skidmore moved, seconded by Commissioner Moser, to adopt the agenda with the additions and changes. The Commission approved the agenda as amended by unanimous voice vote of the body.

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### **APPROVAL OF MINUTES**

The minutes for the meeting of this body held on January 22, 2007, and recorded in the office of the Clerk, Bill Kemp, were approved by voice vote after Commissioner Graves made the motion, seconded by Commissioner Hobbs.

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### **RECOGNITION OF THE PUBLIC**

Chairman Thompson opened the floor to allow the public to speak concerning any matter on the agenda.

Baker N. Black of Westmoreland requested the Commission to elect Ben Harris to the 7<sup>th</sup> District Board of Education vacancy.

Ben Harris of 466 Buffalo Ridge in Gallatin requested the vote of commissioners for the Board of Education vacancy. He further stated that he is not in the back pocket of any group.

With no one else wishing to speak, recognition of the public was closed.

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### **COMMITTEE ON COMMITTEES**

#### **BOARD OF EDUCATION SEVENTH DISTRICT VACANCY**

Chairman LeMarbre reported the nine candidates who submitted information to the Clerk for the Seventh School Board District were as follows:

Elizabeth Ann Baker  
Frank Dulin Brinkley  
Barry Alan Brown  
Robert L. "Bob" Dyer  
Vicky Howell Graves  
Benjamin A. Harris  
Donna Hartley Lucas, J.D.  
Kevin J. Quinn  
William "Bill" Woodard

Chairman Thompson called for other nominations. Hearing none, he closed the nominations and requested the Clerk to call the roll.

Baker: Matthews, Hobbs

Brinkley:

Brown:

Dyer:

Graves: Hall, Holt, Vaughn, LeMarbre, Moser, Decker, Hughes, Kimbrough, Goode, Pospisil

Harris: Akins, Fennell, Cummings, Graves, Satterfield, Boyd, England, Hendricks, Hyde, Skidmore, Freels, Stone

Lucas:

Quinn:

Woodard:

Baker: 2 Brinkley: 0 Brown: 0 Dyer: 0 Graves: 10 Harris: 12

Lucas: 0 Quinn: 0 Woodard: 0

Commissioner Satterfield changed his vote from Dyer to Harris, as reflected above. Chairman Thompson declared the ballot closed and declared the top three would be voted on again.

Clerk Kemp called the roll again for three nominees:

Baker: Matthews

Graves: Hall, Holt, Vaughn, LeMarbre, Moser, Decker, Hughes, Kimbrough, Goode, Pospisil

Harris: Akins, Fennell, Cummings, Graves, Satterfield, Boyd, England, Hendricks, Hyde, Skidmore, Freels, Stone, Hobbs

Baker: 1 Graves: 10 Harris: 13

Chairman Thompson declared Mr. Harris elected to serve on the Board of Education.

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Commissioner LeMarbre announced an appointment to the Tourism Board to replace Barbara Parker as citizen. She forwarded the nomination of Sandy Stucky to replace Ms. Parker on the Tourism Board.

Commissioner LeMarbre announced an appointment to fill the unexpired term of Jimmy Overton on the Sheriff's Civil Service Board. She said the Law Enforcement Subcommittee recommended Richard Smith for appointment and the committee approved the nomination.

Commissioner LeMarbre moved the appointments, Commissioner Graves seconded the motion, which carried by voice vote of the body.

Commissioner LeMarbre announced the expiring term of Tommy Marlin on the Highway Commission and the nominations of Tommy Marlin and Tom Neal.

Clerk Kemp stated that the Green button is a vote for Mr. Marlin and the White one is a vote for Mr. Neal. The electronic vote was recorded in the following manner:

Akins	Y	Fennell	A	Cummings	A
Hall	A	Graves	Y	Satterfield	A

Holt	A	Matthews	A	Boyd	Y
England	Y	Hendricks	Y	Vaughn	A
LeMarbre	A	Moser	A	Decker	A
Hyde	A	Hughes	A	Kimbrough	A
Goode	A	Skidmore	Y	Freels	Y
Stone	A	Hobbs	Y	Pospisil	A

**MARLIN**      **Yes: 8**      **No: 0**      **Abs: 16**      **07:24 PM**

Chairman Thompson declared Mr. Neal approved by the body.

Commissioner LeMarbre noted the expiring term of Shawn Fennell on the Sumner County Planning Commission for next month.

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### REPORT OF THE CHAIR

Commissioners Hendricks and Vaughn introduced the resolution and Commissioner Vaughn read the following into the record:

#### A RESOLUTION HONORING THE GALLATIN HIGH SCHOOL GREEN WAVE FOOTBALL TEAM

**WHEREAS**, the Gallatin High School Green Wave football team led by Coach Robert Lassiter and an outstanding coaching staff completed an undefeated regular season and Region 5-5A Championship; and

**WHEREAS**, Ben Miller was named the Sumner County Most Valuable Defensive Player and Rusty Fisher, Mike Shehadi, Trammel Grafton, JayR Harper, J.T. Ferrell and Jair Bell were named as All-County 1<sup>st</sup> Team Members; and

**WHEREAS**, Trey Parker, Johntae Gleaves, Da'Jaun Manning, Corey Willmore and Michael Bugbee were named as All-County 2<sup>nd</sup> Team Members; and

**WHEREAS**, these players along with the other members of the Gallatin High School Green Wave football team have played with pride and brought honor to themselves, their school and Sumner County by their outstanding performance.

**NOW, THEREFORE BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February, 2007, that this body does hereby congratulate the Gallatin High School Green Wave football team and Coach Robert Lassiter for their outstanding season; and

**BE IT FURTHER RESOLVED** that this resolution is to be spread on the minutes of this body and the Clerk is to furnish a copy of this resolution to the Gallatin High School Green Wave football team.

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Upon motion of Commissioner Vaughn, seconded by Commissioner Hendricks, the Commission voted to approve the certificate of recognition for the Gallatin High School Green Wave football team.

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Commissioner Hyde introduced the following resolution and read it into the record:

#### A RESOLUTION HONORING MR. JEONG HEE HONG

**WHEREAS**, Mr. Jeong Hee Hong attends Merrol Hyde Magnet School and has been accepted to the United States Military Academy (West Point); and

**WHEREAS**, Mr. Hong is a member of the National Honor Society, a delegate for YMCA Youth Legislature as well as a member on the varsity volleyball and cross country teams, MHMS band and Jazz Band; and

**WHEREAS**, Mr. Hong through his determination and hard work, and his outstanding efforts, has brought honor, not only to himself, but to his school, community and county.

**NOW, THEREFORE BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February, 2007, that this body does hereby congratulate and commend Mr. Jeong Hee Hong for his outstanding efforts; and

**BE IT FURTHER RESOLVED** that this resolution be spread on the minutes of this body so as to make it a permanent part of the records of this body and the Clerk is hereby directed to furnish a copy of this resolution to Mr. Hong.

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Upon motion of Commissioner Decker, seconded by Commissioner Hyde, the Commission voted to approve the certificate of recognition for Mr. Hong.

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Commissioner Goode introduced the following and read it into the record:

**A RESOLUTION HONORING  
MR. ALAN WONG**

**WHEREAS**, Mr. Alan Wong attends Merrol Hyde Magnet School and has been accepted to the United States Military Academy (West Point), United States Air Force Academy, as well as the University of Tennessee; and

**WHEREAS**, some of Mr. Wong's academic achievements include the National Honor Society, Spanish Language Honor Society, Future Business Leaders of America, and a State finalist for the Wendy's Heisman Award; and

**WHEREAS**, Mr. Wong is also a member of the varsity basketball, bowling, and tennis team and demonstrates qualities of good character and leadership to the youth and adults of this county.

**NOW, THEREFORE BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February, 2007, that this body does hereby congratulate and commend Mr. Alan Wong for his outstanding efforts; and

**BE IT FURTHER RESOLVED** that this resolution be spread on the minutes of this body so as to make it a permanent part of the records of this body and the Clerk is hereby directed to furnish a copy of this resolution to Mr. Alan Wong.

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Upon motion of Commissioner Goode, seconded by Commissioner Skidmore, the Commission voted to approve the certificate of recognition for Mr. Wong.

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Commissioner Vaughn read the following resolution into the record:

**A RESOLUTION HONORING  
MISS ALAINA KISKADDON**

**WHEREAS**, Miss Alaina Kiskaddon attends Merrol Hyde Magnet School and has been accepted to the United States Coast Guard Academy where she plans to major in ocean engineering; and

**WHEREAS**, Miss Kiskaddon has excelled not only in academics but as well as athletics through varsity volleyball, cross country, and as a member of the All Sumner County and All Midstate cross country teams; and

**WHEREAS**, Miss Kiskaddon is a positive role model for all persons and represents future leadership and by her accomplishments has brought honor upon herself, her school and this county.

**NOW, THEREFORE BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February, 2007, that this body does hereby congratulate and commend Miss Kiskaddon for her outstanding efforts; and

**BE IT FURTHER RESOLVED** that this resolution be spread on the minutes of this body so as to make it a permanent part of the records of this body and the Clerk is hereby directed to furnish a copy of this resolution to Miss Kiskaddon.

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Upon motion of Commissioner Vaughn, seconded by Commissioner Hendricks, the Commission voted to approve the certificate of recognition for Ms. Kiskaddon.

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Commissioner Decker read the following resolution into the record:

**A RESOLUTION HONORING  
THE MERROL HYDE MAGNET SCHOOL  
MODEL UNITED NATIONS HIGH SCHOOL TEAM**

**WHEREAS**, the Merrol Hyde Magnet School Model United Nations high school team was represented by officers Sara Denton and Melanie Martin as well as other student team members at the 25<sup>th</sup> annual Model United Nations conference where the students collected various awards for outstanding achievement; and

**WHEREAS**, awards for outstanding research were received by Grant Leonardi, Jeong Hee Hong, Raquel Pointer, Josh Lawrence, Jessica Hall, Bethany Reynard, Hannah Hopper, Joey Meyer, and Isaiah Fish, and Taylor Leath and Barrett Schreiner also received awards for outstanding Press Corps; and

**WHEREAS**, by demonstrating leadership and through their accomplishments have brought honor upon themselves, their school, and this county and by their dedication and hard work they are preparing to be leaders of tomorrow.

**NOW, THEREFORE, BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February, 2007, that this body does hereby congratulate and commend the Merrol Hyde Magnet School Model United Nations high school team for their outstanding achievement; and

**BE IT FURTHER RESOLVED** that this resolution shall be spread on the minutes of this body and the Clerk is to furnish a copy of this resolution to the Merrol Hyde Magnet School Model United Nations high school team.

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Upon motion of Commissioner Decker, seconded by Commissioner LeMarbre, the Commission voted to approve the certificate of recognition for the middle school students.

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Commissioner Decker introduced the following resolution and read it into the record:

**A RESOLUTION HONORING  
THE MERROL HYDE MAGNET SCHOOL  
MODEL UNITED NATIONS MIDDLE SCHOOL TEAM**

**WHEREAS**, the Merrol Hyde Magnet School Model United Nations middle school team recently participated in the Model United Nations conference and performed well above average collecting eight awards and ten out of thirteen resolutions passing to General Assembly; and

**WHEREAS**, Christie Thiessen, delegating Chile, received an outstanding costume award as well as an outstanding delegate award, Schyler Cox & Amy Fottrell delegating Grenada, and Erica Davis, Dayton Paul, and Megan Faust delegating South Korea all received awards for outstanding resolutions and Hayden Marsh, Tim Kolp, Amelia Mimms, and Brionna Grubbs were recognized as outstanding delegates; and

**WHEREAS**, these students exemplify the outstanding youth of our county and are positive role models for all persons. Demonstrating leadership and through their accomplishments they have brought honor upon themselves, their school, and this county.

**NOW, THEREFORE, BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February, 2007, that this body does hereby congratulate and commend the Merrol Hyde Magnet School Model United Nations middle school team for their outstanding achievement; and

**BE IT FURTHER RESOLVED** that this resolution shall be spread on the minutes of this body and the Clerk is to furnish a copy of this resolution to the Merrol Hyde Magnet School Model United Nations middle school team.

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Upon motion of Commissioner Decker, seconded by Commissioner Matthews, the Commission voted to approve the certificate of recognition for the high school students.

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Clerk Kemp introduced the following resolution and read the resolution into the record:

**A RESOLUTION HONORING MRS. MARTHA OVERTON**

**WHEREAS**, Mrs. Martha Overton, has served as a staff member of the Sumner County University of Tennessee Agricultural Extension office since October 1982; and

**WHEREAS**, Mrs. Overton, has been the secretary for Family and Consumer Science and by the giving of her time and talents, has contributed distinctive guidance and direction to the citizens and leadership of Sumner County; and

**WHEREAS**, Mrs. Overton demonstrates civic-mindedness and her commitment to serve the citizens of Sumner County has been instrumental in bringing progress and advancement to this county.

**NOW, THEREFORE, BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February, 2007, that this body does hereby recognize and commend Mrs. Martha Overton for her dedication and service to the citizens and government of Sumner County; and

**BE IT FURTHER RESOLVED** that this resolution shall be spread on the minutes of this body and the Clerk is to furnish a copy of this resolution to Mrs. Martha Overton.

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Upon motion of Commissioner Holt, seconded by Commissioner Matthews, the Commission voted to approve the certificate of recognition for the Mrs. Overton.

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Commissioner Hobbs introduced the following resolution and read it into the record:

**A RESOLUTION HONORING  
OAKMONT ELEMENTARY SCHOOL AND COMMUNITY**

**WHEREAS**, Oakmont Elementary School and the New Deal community joined together and contributed their time and funds in order to better the environment for the school children and raised thousands of dollars and built a new school playground for this community; and

**WHEREAS**, this outpouring of community support demonstrates the volunteer spirit and commitment to serve the students and citizens of Sumner County, which make our area such a great place to live.

**NOW, THEREFORE, BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February, 2007, that this body does hereby recognize and commend Oakmont Elementary School and community for their determination and accomplishment of building a new playground; and

**BE IT FURTHER RESOLVED** that this resolution shall be spread on the minutes of this body and the Clerk is to furnish a copy of this resolution to Oakmont Elementary School.

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Upon motion of Commissioner Hobbs, seconded by Commissioner Pospisil, the Commission voted to approve the certificate of recognition for Oakmont Elementary School and the New Deal community.

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Clerk Kemp posted the following notice:

**PUBLIC NOTICE**

There will be a Public Hearing before the Sumner County Commission on February 19, 2007, at 7:00 p.m. in the Sumner County Administration Building Commissioner Chambers located at 355 N. Belvedere Drive, Gallatin, TN.

Mark Kolemba is requesting to have his property rezoned from R1A to a Low Density Residential Unit Development. Subject property contains 39.02 acres, is located on Latimer Lane, is on Tax Map 123, Parcel 12, and is Zoned R1A.

A copy of this request is on file in the Sumner County Planning Office which is located in Room 208 at the Sumner County Administration Building, 355 N. Belvedere Drive, Gallatin, TN.

Anyone having an interest, desiring to comment or ask questions concerning this request is invited to attend this meeting or call the Sumner County Planning Office at (615) 451-6097.

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Chairman Thompson declared the Public Hearing open and the following persons spoke:

Linn Pettenger, 2530 Long Hollow Pike, stated that she asked David Shearon, a contractor and a certified storm water inspector, to speak on the effect the re-zoning would have on her property. He stated that runoff from this development would end up on her property, unless a berm or retention pond is constructed.

Danine Halterman of 1002 Latimer Lane said that she has a water problem now and has asked Mr. Rainey about the water, without getting a satisfactory answer. Her second concern was the traffic along this route. She said that there are numerous accidents in the area and quoted Tennessee Highway Patrol statistics.

J. Bruce Rainey, representing Mark Kolemba in this matter, said the concerns raised by the property owners are well founded and engineering work and designs will show the drainage solutions. Mr. Rainey said the development would not increase water runoff to these properties, adding there were nine acres left open to deal with drainage.

He further stated that his client will do a complete traffic study and submit it to the County Engineer and TDOT.

Referring to the Site Development Notes regarding structure facades, Mr. Rainey struck the words "or approved equivalent." He said several changes were made as a result of meeting with the public and the Sumner County Planning Commission.

Chairman Thompson declared the public hearing closed.

Planning Commission Director Mike Moulton spoke on the development. He said the process would require complete and approved drainage plans.

Commissioner Holt introduced the resolution and moved for approval. Commissioner Graves seconded the motion.

**0701-01        A RESOLUTION APPROVING A ZONING RECLASSIFICATION  
                  FROM R1A TO LOW DENSITY RESIDENTIAL UNIT DEVELOPMENT,  
                  LOCATED ON LATIMER LANE, TAX MAP 123, PARCEL 12, CONTAINING  
                  38.02 ACRES**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February, 2007, that this body hereby approves a zoning reclassification from R1A to a Low Density Residential Unit Development, 38.02 acres, located on Latimer Lane, Tax Map 123, Parcel 12 (Office of the Tax Assessor) as shown on the attachment herewith.

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The electronic vote was recorded in the following manner:

Akins	N	Fennell	Y	Cummings	N
Hall	Y	Graves	Y	Satterfield	Y
Holt	Y	Matthews	Y	Boyd	Y
England	Y	Hendricks	Y	Vaughn	Y
LeMarbre	Y	Moser	Y	Decker	Y
Hyde	Y	Hughes	Y	Kimbrough	Y
Goode	Y	Skidmore	Y	Freels	N
Stone	Y	Hobbs	Y	Pospisil	Y

**0701-01      Yes: 21      No: 3      Abs: 0      08:10 PM**

Chairman Thompson declared the re-zoning resolution approved by the body.

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Commissioner Fennell introduced the following resolution and read the matter into the record.

### **A RESOLUTION HONORING PATSY HARRISON KEEN**

**WHEREAS**, Ms. Keen, began her tenure in 1970 as a part-time employee in the Registrar of Voters Office then eventually moved to the Register of Deeds Office where she has served more than thirty years; and

**WHEREAS**, Ms. Keen, has been a dedicated and faithful county employee who has worked to serve the citizens of Sumner County; and

**WHEREAS**, Ms. Keen is a lifelong resident of Westmoreland, a member of Long Creek Missionary Baptist Church and is well respected by her peers and the vast number of people who have had contact with her through the years.

**NOW, THEREFORE, BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February, 2007, that this body does hereby recognize and commend Ms. Patsy Keen for her dedication and service to the citizens and government of Sumner County; and

**BE IT FURTHER RESOLVED** that this resolution shall be spread on the minutes of this body and the Clerk is to furnish a copy of this resolution to Ms. Patsy Keen.

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State Representative Mike McDonald and State Senator Diane Black were present to honor Mrs. Keen with certificates. Upon motion of Commissioner Fennell, seconded by Commissioner Akins, the Commission voted to approve the certificate of recognition for Mrs. Keen.

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Chairman Thompson introduced the following resolution:

### **0702-02      A RESOLUTION UNDERTAKING THE RESTRUCTURING PLAN FOR COUNTY DEBT, INCLUDING PAYING OFF THE REMAINING JAIL DEBT**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February, 2007, that this body does hereby undertake a restructuring plan for Sumner County debt and as part of this program authorizes the pay-off of any remaining sums due for the construction of the Sumner County Jail.

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Commissioner Hughes moved, seconded by Commissioner Akins, to approve the resolution for restructuring.

Chairman Thompson recognized Director of Finance Rachel Nichols who explained the debt restructuring plan of which there are two parts: 1) Paying off the \$12 million on the Jail debt; 2) Refinancing the \$100 million school notes. Restructuring the new debt will enable the County to meet the construction needs of the Board of Education without a property tax increase. She said the County could issue \$125 million in debt over the next three to four year without a tax increase, based on the revenue projections. Anything in addition to that would have to be considered at that time.

The electronic vote was recorded in the following manner:

Akins	Y	Fennell	Y	Cummings	Y
Hall	Y	Graves	Y	Satterfield	Y
Holt	Y	Matthews	Y	Boyd	Y
England	Y	Hendricks	A	Vaughn	Y
LeMarbre	Y	Moser	Y	Decker	Y
Hyde	Y	Hughes	Y	Kimbrough	Y
Goode	Y	Skidmore	N	Freels	Y
Stone	Y	Hobbs	Y	Pospisil	Y

**0701-02      Yes: 22      No: 1      Abs: 1      08:47 PM**

Chairman Thompson declared Resolution 0702-02 passed by the body.

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Chairman Thompson introduced the following resolution:

**Date: FEBRUARY 19, 2007**

**RESOLUTION NO. 0702-03**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION SCHOOL BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$96,000,000 OF SUMNER COUNTY, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS**

**WHEREAS**, pursuant to Sections 49-3-1001 to 49-3-1008, inclusive, Tennessee Code Annotated, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties for school purposes; and

**WHEREAS**, Sumner County, Tennessee (the "County") has heretofore issued its (a) \$35,000,000 General Obligation Variable Rate School Capital Outlay Extension Notes, Series 2004A, the proceeds of which were used to finance or reimburse the costs of acquisition, construction, installation and renovation of various elementary, middle and high schools in the County; (b) \$15,000,000 General Obligation Variable Rate School Capital Outlay Notes, Series 2004B, the proceeds of which were used to finance or reimburse the costs of acquisition, construction, installation and renovation of various elementary, middle and high schools in the County; (c) \$30,000,000 General Obligation Variable Rate School Capital Outlay Extension Notes, Series 2005, the proceeds of which were used to currently refund the County's General Obligation Variable Rate School Capital Outlay Notes, Series 2002, the proceeds of which were used to finance or reimburse the costs of acquisition, construction, installation and renovation of various elementary, middle and high schools in the County; and (d) \$20,000,000 General Obligation Variable Rate School Capital Outlay Extension Notes, Series 2006, the proceeds of which were used to currently refund the County's General Obligation Variable Rate School Capital Outlay Notes, Series 2003, the proceeds of which were used to finance or reimburse the costs of acquisition, construction, installation and renovation of various elementary, middle and high schools in the County (collectively, the "Notes"); and

**WHEREAS**, the Board of County Commissioners (the "Governing Body") of the County has determined that it is in the best interest of the County to convert the Notes to general obligation school bonds; and

**WHEREAS**, the Governing Body has also determined that it is necessary and advisable to issue bonds for the purpose of providing additional funds to finance the acquisition, construction and renovation of various elementary, middle and high school projects located in Sumner County, Tennessee

(collectively, the "Projects"); and

**WHEREAS**, the Governing Body has determined that it is advisable and in the best interest of the County to issue general obligation school bonds, in one or more emissions or series, in an aggregate principal amount not to exceed \$96,000,000, for the purpose of (i) converting the Notes to general obligation school bonds; (ii) paying the costs of the Projects; (iii) paying legal, fiscal, architectural, administrative and engineering costs incident thereto; (iv) reimbursing the County for prior expenditures for the Projects; and (v) paying costs incident to the issuance and sale of the bonds authorized herein; and

**WHEREAS**, it is the intention of the Governing Body to adopt this resolution for the purpose of authorizing not to exceed \$96,000,000 in aggregate principal amount of said bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax under certain conditions for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 49-3-1001 et seq., Tennessee Code Annotated, and other applicable provisions of law.

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

- (a) "Bonds" means the General Obligation School Bonds authorized herein;
- (b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;
- (c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;
- (d) "County" means Sumner County, Tennessee;
- (e) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;
- (f) "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;
- (g) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;
- (h) "Escrow Agent" means the escrow agent appointed by the County Executive, or its successor;
- (i) "Governing Body" means the Board of County Commissioners of the County;
- (j) "Notes" means, collectively, the County's outstanding (i) General Obligation Variable Rate School Capital Outlay Extension Notes, Series 2004A; (ii) General Obligation Variable Rate School Capital Outlay Notes, Series 2004B; (iii) General Obligation Variable Rate School Capital Outlay Extension Notes, Series 2005; and (iv) General Obligation Variable Rate School Capital Outlay Extension Notes, Series 2006.
- (k) "Projects" means the acquisition, construction and renovation of various elementary, middle and high school projects located in Sumner County, Tennessee;
- (l) "Refunding Escrow Agreement" means the Refunding Escrow Agreement, dated as of the date of the Bonds, which may be entered into by and between the County and the Escrow Agent, in the form of the document attached hereto and incorporated herein by this reference as Exhibit A, subject to such changes therein as shall be permitted by Section 7 hereof; and
- (m) "Registration Agent" means the registration and paying agent for the Bonds appointed by the County Executive of the County, or any successor designated by the Governing Body.

Section 3. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) convert the Notes to bonds, (ii) pay the costs of the Projects, (iii) pay legal, fiscal, architectural, administrative and engineering costs incident thereto; (iv) reimburse the County for prior expenditures for the Projects; and (v) pay costs incident to the issuance and sale of the bonds authorized herein, there are hereby authorized to be issued bonds of the County in the aggregate principal amount of not to exceed \$96,000,000. The Bonds shall be issued in fully registered, book-entry form, without coupons, shall be known as "General Obligation School Bonds" and shall be dated the date of issuance, and have such series designation as shall be determined by the County Executive pursuant to Section 7 hereof. The Bonds shall bear interest at a rate or rates not exceeding 5.50% per annum, payable semi-annually on June 1 and December 1 in each year, commencing

December 1, 2007 (subject to modification pursuant to Section 7 thereof). The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the purchaser thereof, and shall mature, either serially or through mandatory redemption, commencing on June 1, 2008, and continuing on the first day of June of each year thereafter through and including June 1, 2017, the final maturity date (subject to modifications pursuant to Section 7 thereof), as set forth below:

Year	Amount
2008	\$7,430,000
2009	8,370,000
2010	8,700,000
2011	9,045,000
2012	9,410,000
2013	9,785,000
2014	10,175,000
2015	10,590,000
2016	11,020,000
2017	11,475,000

(b) Subject to the adjustments permitted by Section 7 hereof, the Bonds shall mature without option of prior redemption. If adjustments are made to the redemption provisions pursuant to Section 7 hereof, and if less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body, in its discretion, and, if less than all of the Bonds of a maturity shall be called for redemption, the Bonds within the maturity to be redeemed shall be selected as follows:

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

(c) Pursuant to Section 7 hereof, the County Executive is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Executive. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 7 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 7 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

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

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any

DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

(e) The County hereby authorizes and directs the County Executive to appoint the Registration Agent for the Bonds and hereby authorizes and directs the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Executive is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

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

(h) The Bonds are transferable only by presentation to the Registration Agent by the

registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Executive and attested by the manual or facsimile signature of the County Clerk.

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

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

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

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

**THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF**

THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

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

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

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

Section 4. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

Section 5. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED REGISTERED

Number \_\_\_\_\_ \$ \_\_\_\_\_

UNITED STATES OF AMERICA

STATE OF TENNESSEE

COUNTY OF SUMNER

GENERAL OBLIGATION SCHOOL BOND

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

\_\_\_\_\_ % \_\_\_\_\_, 20\_\_\_\_, 2007 866407\_\_\_\_\_

Registered Owner: Cede & Co.

Principal Amount: \_\_\_\_\_ Dollars

FOR VALUE RECEIVED, Sumner County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date [or redemption date], said interest being payable on [December 1, 2007], and semi-annually thereafter on the first day of [June] and [December] in each year until this Bond matures [or is redeemed]. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment

date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, 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 County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal 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. [The Bonds shall not be subject to redemption prior to maturity.]

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing

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

Principal Amount

Final Redemption of Bonds

Maturity Date Redeemed

\*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order,

and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent 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 County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$\_\_\_\_\_ and issued by the County for the purpose of providing funds to (i) convert to bonds the following outstanding capital outlay notes of the County: [(a) General Obligation Variable Rate School Capital Outlay Extension Notes, Series 2004A;] [(b) General Obligation Variable Rate School Capital Outlay Notes, Series 2004B;] [(c) General Obligation Variable Rate School Capital Outlay Extension Notes, Series 2005;] [(d) General Obligation Variable Rate School Capital Outlay Extension Notes, Series 2006,] (ii) finance the acquisition, construction and renovation of various elementary, middle and high school projects located in Sumner County, Tennessee ("the Project"); (iii) pay legal, fiscal, architectural, administrative and engineering costs incident thereto; and (iv) pay costs incident to the issuance and sale of the Bonds of which this Bond is one, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 49-3-1001, et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on the 19<sup>th</sup> day of February, 2007 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the

constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Executive with his manual or facsimile signature and attested by its County Clerk with his manual or facsimile signature under an impression or facsimile of the corporate seal of the County, all as of the date hereinabove set forth.

SUMNER COUNTY, TENNESSEE

BY: \_\_\_\_\_

County Executive

ATTESTED:

\_\_\_\_\_  
County Clerk

Transferable and payable at the principal corporate trust office of: \_\_\_\_\_

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

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

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

By: \_\_\_\_\_

Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

\_\_\_\_\_, whose address is \_\_\_\_\_ (Please insert Federal Identification or Social Security Number of Assignee \_\_\_\_\_), the within Bond of Sumner County, Tennessee, and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

- END OF BOND FORM -

Section 6. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 7. Sale of Bonds. The Bonds shall be offered for public sale, as required by law, in one or more series, at a price of not less than 99% of par and not greater than 105% of par and accrued interest, as a whole or in part, from time to time, as shall be determined by the County Executive, in consultation with the Finance Director and the County's financial advisor, Wiley Bros.-Aintree Capital, LLC, Nashville, Tennessee (the "Financial Advisor"). The Bonds shall be sold at public sale by physical delivery of bids or by electronic bidding by means of an Internet bidding service as shall be determined by the County Executive in consultation with the Finance Director and the Financial Advisor. The County Executive is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the County, provided the rate on none of the Bonds exceeds 5.50% per annum. The award of the Bonds, or any series thereof, by the County Executive to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. The County Executive, in consultation with the Finance Director and the Financial Advisor, is further authorized to take the following actions:

(1) designate the series of the Bonds;

- (2) change the dated date of the Bonds or any series thereof, to a date other than the date of delivery;
- (3) change the first interest payment date on the Bonds or any series thereof to a date other than December 1, 2007 and to adjust the principal and interest payment dates and maturity amounts of the Bonds or any series thereof, provided the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein and the final maturity date of each series shall not exceed 12 years from the dated date of each series;
- (4) change the County's optional redemption provisions of the Bonds to permit optional redemption prior to maturity of the Bonds, or any emission thereof, provided the redemption premium, if any, shall not exceed two percent (2%) of the par amount of the Bonds called for redemption;
- (5) sell the Bonds or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Executive, as he shall deem most advantageous to the County;
- (6) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interests of the County; and
- (7) designate which Notes to refund and sell a commensurate series of Bonds to refund such Notes, refund less than the total principal amount of the Notes and reduce the total principal amount of Bonds to be issued accordingly.

The County Executive and the County Clerk are authorized to cause the Bonds to be authenticated and delivered by the Registration Agent to the successful bidder and, together with the Finance Director and the County Trustee, to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Executive and the County Clerk are authorized to enter into an agreement with the Financial Advisor to provide financial advisory services for the County and services related to the issuance, sale and delivery of the Bonds. The County Executive is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Executive is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more emissions or series as he shall deem to be advantageous to the County and in doing so, the County Executive is authorized to change the designation of the Bonds to a designation other than "General Obligation School Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

Section 8. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

- (a) all accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds; and
- (b) an amount of proceeds of the sale of the Bonds sufficient to retire the Notes (or such portion or series thereof as the County Executive shall determine) shall be transferred to the Escrow Agent under the Refunding Escrow Agreement to be held and applied as provided therein; and
- (c) the remainder of the proceeds of the sale of the Bonds, together with the amounts described in Section 10 below, shall be deposited with to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the "2007 Construction Fund" (the "Construction Fund") to be kept separate and apart from all other funds of the County. The funds in the Construction Fund shall be disbursed solely to pay, or reimburse the County for prior payment of, the costs of the Projects, including necessary legal, accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, bond insurance premiums (if any) and other necessary miscellaneous expenses incurred in connection with Projects, refinancing the Notes, or the issuance of the Bonds. Notwithstanding the foregoing, the County Executive may instruct the purchaser of the Bonds to directly pay, on the County's behalf, all or any portion of the costs of issuance of the Bonds. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be expended only for the purposes authorized by this resolution. Any funds remaining in the Construction Fund after completion of the Projects and payment of authorized expenses shall be used to pay principal of, premium, if any, and interest on the Bonds. Moneys in the Construction Fund shall be invested as directed by the County Executive in such investments as shall be permitted by applicable law. Earnings on investments in the Construction Fund may either be retained in the Construction Fund and used for the same purposes as all other funds in the Construction Fund or paid to the debt service fund to be used to

pay interest on the Bonds, as the County Executive in his discretion shall determine.

Section 9. Retirement of Notes. The County hereby authorizes and directs the County Executive to appoint the Escrow Agent for the retirement of the Notes. The County Executive is hereby authorized and directed to execute and the County Clerk to attest on behalf of the County the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase Government Securities (as defined therein). The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit A is hereby in all respects approved and the County Executive and the County Clerk are hereby authorized and directed to execute and deliver same on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by them, their execution thereof to constitute conclusive evidence of their approval of all such changes, including modifications to the Refunding Escrow Agreement. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of the prepayment of the Notes and to exercise such duties as set forth in the Refunding Escrow Agreement. The County Executive and County Clerk are authorized and directed to take all steps necessary to effect the retirement of the Notes, including the negotiation and execution of any documents and the payment of any fees in connection with the termination of the interest rate collar in place with respect to the Notes, including the Series 2004A Notes. Any termination fees or payments in connection with the termination of the collar are authorized to be paid from the County's debt service fund.

Section 10. Transfer of Note Proceeds. Any unspent Note proceeds shall be transferred upon the retirement of the Notes to the County Trustee and deposited in the Construction Fund established pursuant to Section 8(c) hereof and used for the purposes authorized therein.

Section 11. Official Statement. The County Executive and the County Finance Director are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the County Executive and County Finance Director shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Executive and County Finance Director shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

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

Section 12. Arbitrage. The County recognizes that the purchasers and owners of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. In this connection, the County agrees that it shall take no action which may cause the interest on any of said Bonds to be included in gross income for federal income taxation. It is the reasonable expectation of the Governing Body of the County that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming taxable. The County Executive and County Clerk, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County.

Section 13. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

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

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registration Agent) in trust or escrow, on or

before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

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

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid. Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 14. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Executive is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

*(Signatures Follow)*

Adopted and approved this 19<sup>th</sup> day of February, 2007.

\_\_\_\_\_  
County Executive  
ATTEST:

\_\_\_\_\_  
County Clerk

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstain \_\_\_\_\_ APPROVED      REJECTED

STATE OF TENNESSEE )  
COUNTY OF SUMNER )

I, Bill Kemp, certify that I am the duly qualified and acting County Clerk of Sumner County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on February 19, 2007; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$96,000,000 General Obligation School Bonds of said County.

WITNESS my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
County Clerk

**EXHIBIT A**

**FORM OF REFUNDING ESCROW AGREEMENT**

This Refunding Escrow Agreement is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2007 by and between the Sumner County, Tennessee (the "County"), and \_\_\_\_\_ (the "Agent").

**WITNESSETH:**

WHEREAS, the County has previously issued its [(a) General Obligation Variable Rate School Capital Outlay Extension Notes, Series 2004A, the proceeds of which were used to finance or reimburse the costs of acquisition, construction, installation and renovation of various elementary, middle and high schools in the County;] [(b) General Obligation Variable Rate School Capital Outlay Notes, Series 2004B, the proceeds of which were used to finance or reimburse the costs of acquisition, construction, installation and renovation of various elementary, middle and high schools in the County;] [(c) General Obligation Variable Rate School Capital Outlay Extension Notes, Series 2005, the proceeds of which were used to currently refund the County's General Obligation Variable Rate School Capital Outlay Notes, Series 2002, the proceeds of which were used to finance or reimburse the costs of acquisition, construction, installation and renovation of various elementary, middle and high schools in the County;] [(d) General Obligation Variable Rate School Capital Outlay Extension Notes, Series 2006, the proceeds of which were used to currently refund the County's General Obligation Variable Rate School Capital Outlay Notes, Series 2003, the proceeds of which were used to finance or reimburse the costs of acquisition, construction, installation and renovation of various elementary, middle and high schools in the County] (collectively, the "Notes"); and

WHEREAS, the County has determined to provide for the payment in full of the Notes by depositing in escrow with the Agent funds as herein provided; and

WHEREAS, in order to obtain the funds to be applied as herein provided, the County has authorized and issued its General Obligation School Bonds (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds will be deposited in escrow with the Agent hereunder and invested and applied as herein provided; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds and other funds of the County, if applicable, and the application thereof, and to provide for the payment of the debt service on the Notes, the parties hereto do hereby enter into this Agreement.

NOW, THEREFORE, the County, in consideration of the foregoing and the mutual covenants herein set forth, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

**DIVISION I**

All right, title and interest of the County in and to \$\_\_\_\_\_, consisting of \$\_\_\_\_\_ derived from the proceeds of the sale of the Refunding Bonds and \$\_\_\_\_\_ of other legally available funds of the County.

**DIVISION II**

All right, title and interest of the County in and to the Government Securities purchased with the funds described in Division I hereof, and to all income, earnings and increment derived from or accruing to the Government Securities.

**DIVISION III**

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the County or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

**DIVISION IV**

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the County or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional

property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

#### ARTICLE I

##### DEFINITIONS AND CONSTRUCTION

SECTION 1.01. Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Agent" means \_\_\_\_\_, its successors and assigns.

"Agreement" means this Refunding Escrow Agreement, dated as of the date of the Refunding Bonds, between the County and the Agent.

"County" means the Sumner County, Tennessee.

"Escrow Fund" shall have the meaning ascribed to it in Section 2.01 hereof.

"Escrow Property", "escrow property" or "escrowed property" means the property, rights and interest of the County that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent.

"Government Securities" means obligations and securities described in Section 9-21-914, Tennessee Code Annotated.

"Notes" has the meanings in the recitals hereto.

"Refunding Bonds" has the meanings in the recitals hereto.

"Written Request" shall mean a request in writing signed by the County Executive of the County or by any other officer or official of the County duly authorized by the County to act in his place.

SECTION 1.02. Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

#### ARTICLE II

##### ESTABLISHMENT AND ADMINISTRATION OF FUNDS

SECTION 2.01. Creation of Escrow; Deposit of Funds. The County hereby creates and establishes with the Agent a special escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$\_\_\_\_\_ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

SECTION 2.02. Investment of Funds. The Agent shall invest and reinvest any moneys from time to time in the Escrow Fund until such time as they are needed for the purposes herein provided. Such moneys shall be invested in Government Securities, maturing at such times as shall permit the Agent to make the payments provided in Section 2.03 hereof.

SECTION 2.03. Disposition of Escrow Funds. The Agent shall, without further authorization or direction from the County, collect principal and interest on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that moneys therein are sufficient for such purpose, the Agent shall make timely payments as follows:

On \_\_\_\_\_, 2007, the Agent shall wire the sum of \$\_\_\_\_\_ as follows:

Wire to: \_\_\_\_\_

Bank Routing: \_\_\_\_\_

Account No. \_\_\_\_\_

Attn: \_\_\_\_\_

Reference: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

When the Agent has made the required payments as hereinabove provided in this Section 2.03, the Agent shall transfer any monies or Government Securities then held hereunder to the County and this Agreement shall terminate.

#### ARTICLE III

##### CONCERNING THE AGENT

SECTION 3.01. Appointment of Agent. The County hereby appoints the Agent as escrow agent under this Agreement.

SECTION 3.02. Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

SECTION 3.03. Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the County or any paying agent of its obligations, or to protect any of the County's rights under any bond proceedings or any of the County's

other contracts with or franchises or privileges from any state, county, County or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own gross negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Notes or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the County. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay a portion of the debt service on the Notes. So long as the Agent applies any monies, the Government Securities and the interest earnings therefrom to pay a portion of the debt service on the Notes as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay a portion of the debt service on the Notes caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the County, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

SECTION 3.04. Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds as fully and with the same rights as if it were not the Agent.

SECTION 3.05. Exculpation of Funds of Agent. Except as set forth in Section 3.03, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

SECTION 3.06. Payment of Deficiency by County. The County agrees that it will promptly and without delay remit or cause to be remitted to the Agent within ten (10) days after receipt of the Agent's written request, such additional sum or sums of money as may be necessary in excess of the sums provided for under Section 2.01 hereof to assure the payment when due of the amounts specified in Section 2.03 hereof.

SECTION 3.07. Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, located in the State of Tennessee, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

SECTION 3.08. Payment to Agent. The County agrees to pay the Agent, as reasonable and proper compensation under this Agreement the sum of \$\_\_\_\_\_. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the County agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the payment of debt service of the Notes; provided, however, that the County agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the County and shall not give rise to any claim against the Escrow Fund.

#### ARTICLE IV

#### MISCELLANEOUS

SECTION 4.01. Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 4.02. Governing Law. This Agreement shall be governed and construed in

accordance with the law of the State of Tennessee.

SECTION 4.03. Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the County:

Sumner County, Tennessee  
355 North Belvedere Drive  
Gallatin, Tennessee 37066  
Attn: Finance Department

To the Agent:

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The County and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

SECTION 4.04. Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.05. Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

SECTION 4.06. Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

*Signatures on the Following Page*

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its County Executive and attested by its County Clerk and the official seal of the County to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized officer, all as of the day and date first above written.

SUMNER COUNTY, TENNESSEE

By: \_\_\_\_\_

County Executive  
(SEAL)

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
as Escrow Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

6317081.4

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Chairman Thompson reported on the Task Force recommendations for the Board of Education.

Commissioner Matthews moved, seconded by Commissioner Hughes, to approve the resolution. The electronic vote was recorded in the following manner:

Akins	Y	Fennell	Y	Cummings	Y
Hall	Y	Graves	Y	Satterfield	Y
Holt	Y	Matthews	Y	Boyd	Y
England	Y	Hendricks	Y	Vaughn	Y
LeMarbre	Y	Moser	Y	Decker	Y
Hyde	Y	Hughes	Y	Kimbrough	Y
Goode	Y	Skidmore	Y	Freels	Y
Stone	Y	Hobbs	Y	Pospisil	Y

**0702-03      Yes: 24      No: 0      Abs: 0      08:49 PM**

Chairman Thompson declared Resolution 0702-03 approved by the body on the first and final reading.

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Chairman Thompson introduced the following resolution:

**0702-18 A RESOLUTION AUTHORIZING THE CONTINUATION OF A TWO YEAR LEASE OF OFFICE SPACE TO CONGRESSMAN BART GORDON**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February, 2007, that this body approves the continuation of a two year lease of office space at the Courthouse to the Office of Congressman Bart Gordon pursuant to the same terms as the previous lease agreement attached herewith.

**BE IT FURTHER RESOLVED** that the County Executive with approval of the Law Director be authorized to execute the new lease agreement for and on behalf of Sumner County.

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Commissioner Graves moved, seconded by Commissioner Pospisil, to approve the resolution. The electronic vote was recorded in the following manner:

Akins	Y	Fennell	Y	Cummings	Y
Hall	Y	Graves	Y	Satterfield	Y
Holt	Y	Matthews	Y	Boyd	Y
England	Y	Hendricks	N	Vaughn	Y
LeMarbre	Y	Moser	N	Decker	Y
Hyde	Y	Hughes	N	Kimbrough	Y
Goode	Y	Skidmore	Y	Freels	Y
Stone	A	Hobbs	N	Pospisil	Y

**0702-18 Yes: 19 No: 4 Abs: 1 08:51 PM**

Chairman Thompson declared the resolution approved by the body.

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**REPORT FROM COUNTY OFFICIALS**

By motion of Commissioner Holt, seconded by Commissioner Graves, the commissioners approved unanimously the filing as received of the following reports: County Investments, County General Fund, County Debt Service Fund, County Highway Fund, County Capital Outlay Fund, School General Purpose Fund, School Federal Projects Fund, School Food Service Fund, Employee Health Insurance Trust Fund, Employee Dental Insurance Trust Fund, Casualty Insurance Trust Fund, County Trustee Funds, Special Reports: County Dental Insurance Claim Payments, County Health Insurance Claim Payments, County Property Tax Collections, County EMS Billing/Collections/Balances, County Sales Tax Collections, County Wheel Tax Collections, County Tax Rates/Property Values and County School Loan Program Rates. Approval of the filing of these records does not certify to the accuracy of the documents.

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Chairman Thompson introduced the following resolution:

**0702-NOT A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS AND PERSONAL SURETY GUARANTORS**

**WHEREAS**, according to the law of the State of Tennessee, an individual must apply for the office of notary public in the county of residence, or of their principal place of business; and

**WHEREAS**, state statute requires personal sureties making bonds for notaries publics to be approved by the Sumner County Commission; and

**WHEREAS**, said applicant must be approved by the County Commission assembled; and

**WHEREAS**, Bill Kemp, Sumner County Clerk, has certified according to the records of his office that the persons named on the attached listing labeled "SUMNER COUNTY NOTARY PUBLIC APPLICATIONS and SURETY GUARANTORS" have duly applied for the positions so sought; and

**BE IT FURTHER RESOLVED THAT THIS TAKE EFFECT FROM AND AFTER PASSAGE.**

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ABERNATHY, KATHLEEN MARGARET  
ANTHONY, BRENDA E  
BONER, JANA S  
BRINEGAR, RONALD  
BROWN, RONNIE L  
BYRUM, SUSAN E  
CARR, ELAINE J  
COTHRON, REGAN LEIGH  
COURVILLE, CHRISTINA MARIE  
CYR, BARBARA  
DAVIS, TINA L  
DAVIS, GLEN MICHAEL  
ELMORE, JULIA LEIGH  
FREEMAN, BARBARA  
FREEMAN, JOE  
GRAY, SAMANTHA ELIZABETH  
GUINN, MARLA R  
HELSON, ROBERT C  
HICKSON, DAWN A  
HUNTSMAN, ROBIN L  
HYMAN, PEGGY  
JACKSON, ERIC PAUL  
KENNEDY, LYNN R  
LUDWIG, BRIGETTE ELEONORE  
MATTHEWS, J DOUGLAS  
MCCOY, SANDRA  
OVERSTREET, CINDY D  
PATE, CHRISTI ANNE  
PAYNE, KELLY HART  
PERRY, RUTH  
PRUITT, JEREMY HAYES  
REED, MARY K  
REED, JASON SAMUEL  
ROBERTS, MARY SUE  
ROBERTS, PATRICIA SUE  
ROBERTSON, DAWN  
ROMAN, MOLLY W  
SHANKLIN, JO ELLEN  
SHARPER, KIMBERLY JO  
SMART, JOSHUA ALLEN  
SMITH, SUSAN LYNNETTE  
STEPHENS, TONI M  
STOVALL, BEVERLY M  
WARNER, PAULETTE  
WETTENGEL, SCOTT TRACY  
WILKES, LESLIE GRADY  
WILLIAMS, MARK A  
WILLIAMSON, DAWN

WOOD, SUSANNAH SPEED

Upon motion of Commissioner Holt, seconded by Commissioner Matthews, voting was recorded in the following manner:

Akins	Y	Fennell	Y	Cummings	Y
Hall	Y	Graves	Y	Satterfield	Y
Holt	Y	Matthews	Y	Boyd	Y
England	Y	Hendricks	Y	Vaughn	Y
LeMarbre	Y	Moser	Y	Decker	Y
Hyde	Y	Hughes	Y	Kimbrough	Y
Goode	Y	Skidmore	Y	Freels	Y
Stone	Y	Hobbs	Y	Pospisil	Y

**0702-NOTARY**      **Yes: 24**      **No: 0**      **Abs: 0**      **08:52 PM**

Chairman Thompson declared the election of notaries public by the body.

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**HIGHWAY COMMISSION**

There was no report from the Highway Commission.

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**EDUCATION COMMITTEE**

Commissioner Decker introduced the following resolution and moved for approval. Commissioner Hyde seconded the motion.

**0702-04    A RESOLUTION ACCEPTING THE BID OF ROBERT S. BISCAM AND COMPANY AS THE LOWEST AND BEST BID FOR THE CONSTRUCTION OF THE STATION CAMP ELEMENTARY SCHOOL AND AMENDING THE SUMNER COUNTY RULES FOR SCHOOL CONSTRUCTION PROJECTS**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> of February, 2007, that this body does hereby adopt the amended school construction plans attached as Exhibit A; and

**BE IT FURTHER RESOLVED** that this body does accept the bid from Robert S. Biscam and Company attached (in file) herewith as Exhibit B for the construction of Station Camp Elementary School.

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The electronic vote was recorded in the following manner:

Akins	Y	Fennell	Y	Cummings	Y
Hall	Y	Graves	Y	Satterfield	Y
Holt	Y	Matthews	Y	Boyd	Y
England	Y	Hendricks	Y	Vaughn	Y
LeMarbre	Y	Moser	Y	Decker	Y
Hyde	Y	Hughes	Y	Kimbrough	Y
Goode	Y	Skidmore	Y	Freels	Y
Stone	Y	Hobbs	Y	Pospisil	Y

**0702-04**      **Yes: 24**      **No: 0**      **Abs: 0**      **08:54 PM**

Chairman Thompson declared the resolution approved by the body.

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### GENERAL OPERATIONS COMMITTEE

There was no report from the General Operations Committee.

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### EMERGENCY MEDICAL SERVICES COMMITTEE

Commissioner Vaughn introduced the following resolution and moved for approval.  
Commissioner Fennell seconded the motion.

**0702-05            A RESOLUTION GRANTING EMS THE AUTHORITY TO  
ACCEPT CREDIT CARDS, CHECK CARD, AND CREDIT THE SERVICE FEE**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> of February, 2007, that this body does hereby grant EMS the authority to accept credit cards, check cards, and credit the service fee; and

**BE IT FURTHER RESOLVED** that a fee of 1.75% of the charged amount will be credited to the EMS Revenue Account.

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The electronic vote was recorded in the following manner:

Akins	Y	Fennell	Y	Cummings	Y
Hall	Y	Graves	Y	Satterfield	Y
Holt	Y	Matthews	Y	Boyd	Y
England	Y	Hendricks	Y	Vaughn	Y
LeMarbre	Y	Moser	Y	Decker	Y
Hyde	Y	Hughes	Y	Kimbrough	Y
Goode	Y	Skidmore	Y	Freels	Y
Stone	Y	Hobbs	Y	Pospisil	Y

**0702-05            Yes: 24            No: 0            Abs: 0            08:56 PM**

Chairman Thompson declared the resolution approved by the body.

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### PUBLIC WORKS COMMITTEE

There was no report from the General Operations Committee.

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### LEGISLATIVE COMMITTEE

Commissioner Hyde introduced the following resolution and moved for approval.  
Commissioner Matthews seconded the motion.

**0702-06            A RESOLUTION SUPPORTING THE FISCAL YEAR 2007  
THDA HOME GRANT APPLICATION**

**WHEREAS**, funds are available through the State of Tennessee HOME Program; and

**WHEREAS**, Sumner County wishes to improve housing within the county;  
and

**WHEREAS**, Sumner County may apply for HOME funds in an amount not to exceed \$500,000.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> of February, 2007, that this body does hereby support the application for HOME funds; and

**BE IT FURTHER RESOLVED** that the County Executive is hereby authorized to sign the application and all assurance necessary to filing said application.

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The electronic vote was recorded in the following manner:

Akins	Y	Fennell	Y	Cummings	Y
Hall	Y	Graves	Y	Satterfield	Y
Holt	Y	Matthews	Y	Boyd	Y
England	Y	Hendricks	Y	Vaughn	Y
LeMarbre	Y	Moser	Y	Decker	Y
Hyde	Y	Hughes	Y	Kimbrough	Y
Goode	Y	Skidmore	Y	Stone	A
Hobbs	Y	Pospisil	Y		

**0702-06      Yes: 22      No: 0      Abs: 1      08:57 PM**

Chairman Thompson declared the resolution approved by the body.

---

Commissioner Hyde introduced the following resolution and moved for approval.  
Commissioner Hobbs seconded the motion.

**0702-07    A RESOLUTION APPROVING THE PARTICIPATION IN THE LOCAL  
GOVERNMENT ENERGY EFFICIENCY LOAN PROGRAM ADMINISTERED BY  
THE TENNESSEE DEPARTMENT OF ECONOMIC AND  
COMMUNITY DEVELOPMENT**

**WHEREAS**, the Tennessee Department of Economic and Community Development (ECD) administers an Energy Efficiency Loan Program for Local Government Facilities; and

**WHEREAS**, Sumner County wants to participate in the loan program in order to improve facility energy efficiency and reduce energy costs.

**NOW, THEREFORE, BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February, 2007, that this body hereby approves the participation in the Local Government Energy Efficiency Loan Program.

**SECTION 1.** Sumner County is submitting an Energy Efficiency Loan Program Application to ECD for each of the following facilities:

- (a) Beech High School
- (b) Westmoreland Middle School
- (c) Watt Hardison Elementary

**SECTION 2.** For each of the facilities approved by ECD for financing, Sumner County will fully participate in the Energy Efficiency Loan Program and will follow all applicable program rules and guidelines. Full program participation by Sumner County will include the following:

- (a) Sumner County will borrow the approved loan amount from the ECD Energy Efficiency Loan Program within six (6) months of the date of loan approval; and

- (b) Sumner County will implement the approved project/s within one year of the date of the loan approval; and
- (c) Sumner County will provide ECD with a final work completion report when the approved project is implemented.

**SECTION 3.** To help determine the level of energy savings produced by the energy efficiency project, Sumner County will send copies of monthly facility energy bill to ECD during the term of the loan for project evaluation purposes.

**SECTION 4.** Sumner County will properly operate and maintain the loan financed energy efficiency equipment in order to maximize facility energy savings.

**SECTION 5.** Sumner County will send this resolution to ECD, Energy Division, 320 Sixth Avenue North, Nashville, Tennessee, 37243-0405, as an accompanying document to the application for loan program funds.

**SECTION 6.** This resolution shall take effect upon approval, the public welfare requiring it.

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The electronic vote was recorded in the following manner:

Akins	Y	Fennell	Y	Cummings	Y
Hall	Y	Graves	Y	Satterfield	Y
Holt	Y	Matthews	Y	Boyd	Y
England	Y	Hendricks	Y	Vaughn	Y
LeMarbre	Y	Moser	Y	Decker	Y
Hyde	Y	Hughes	Y	Kimbrough	Y
Goode	Y	Skidmore	Y	Freels	Y
Stone	Y	Hobbs	Y	Pospisil	Y

**0702-07      Yes: 24      No: 0      Abs: 0      08:58 PM**

Chairman Thompson declared the resolution approved by the body.

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### **BUDGET COMMITTEE**

Commissioner Moser introduced the following resolution and moved for approval.  
Commissioner LeMarbre seconded the motion.

**0702-09      A RESOLUTION ENDORSING THE CONSTRUCTION OF A NEW  
PORTLAND HEALTH DEPARTMENT FACILITY, ACCEPTING FUNDS OF  
\$311,000.00 FROM THE STATE OF TENNESSEE AND AUTHORIZING KAATZ,  
BINKLEY, JONES & MORRIS ARCHITECTS INCORPORATED TO BEGIN  
PRELIMINARY PLANS FOR DESIGNING THE BUILDING ON THE  
PROPERTY TO BE DONATED**

**WHEREAS**, an offer to donate property on Longview Drive in Portland was made to the county for the development and construction of a Portland Health Department facility; and

**WHEREAS**, the State of Tennessee has already provided funds totaling \$311,000.00 for this project; and

**WHEREAS**, the architectural firm of Kaatz, Binkley, Jones & Morris Architects Inc. has been asked to draw preliminary plans on the proposed building site.

**NOW, THEREFORE, BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February, 2007, that this body hereby accepts the donation of land on Longview Drive in Portland, the funds from the State of Tennessee, and the choice of Kaatz, Binkley, Jones & Morris Architects Inc. to draw preliminary plans for the new Portland Health Department; and

**BE IT FURTHER RESOLVED** that this body shall allocate the funding of the remaining cost of this facility in the 2007-2008 budget plans.

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The electronic vote was recorded in the following manner:

Akins	Y	Fennell	Y	Cummings	Y
Hall	Y	Graves	Y	Satterfield	Y
Holt	Y	Matthews	Y	Boyd	Y
England	Y	Hendricks	Y	Vaughn	Y
LeMarbre	Y	Moser	Y	Decker	Y
Hyde	Y	Hughes	Y	Kimbrough	Y
Goode	Y	Skidmore	Y	Freels	Y
Stone	Y	Hobbs	Y	Pospisil	Y

**0702-09      Yes: 24      No: 0      Abs: 0      09:00 PM**

Chairman Thompson declared the resolution approved by the body.

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### **CONSENT AGENDA**

Commissioner Moser introduced the following resolution and moved for approval.  
Commissioner Hyde seconded the motion.

**0702-10      A RESOLUTION APPROPRIATING \$7,150.00 AS PASS-THRU FUNDS FROM THE STATE MISCELLANEOUS ACCOUNT OF THE ELECTION OFFICE TO THE MAINTENANCE ACCOUNT AND OFFICE SUPPLIES ACCOUNT**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February, 2007, that this body hereby appropriates \$7,150.00 as pass-thru funds from the State Miscellaneous Account of the Election Office (101-46990) to the Maintenance/Buildings/Vote Precincts Account (51500-335) and the Office Supplies Account (51500-435) as shown on the attachment herewith.

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**0702-11      A RESOLUTION APPROPRIATING \$82.60 AS PASS-THRU FUNDS FROM THE REFUND ACCOUNT OF THE FINANCE DEPARTMENT TO THE LEGAL NOTICES ACCOUNT**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February, 2007, that this body hereby appropriates \$82.60 as pass-thru funds from the Refund Account of the Finance Department (101-44170) to the Legal Notices Account (101-51100-332) as shown on the attachment herewith.

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**0702-12      A RESOLUTION APPROPRIATING \$1,871.13 AS PASS-THRU FUNDS FROM THE OTHER CHARGES FOR SERVICES ACCOUNT OF THE FINANCE DEPARTMENT TO THE COUNTY COMMISSION COSTS ACCOUNT**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February,

2007, that this body hereby appropriates \$1,871.13 as pass-thru funds from the Other Charges for Services Account of the Finance Department (101-43990) to the County Commission Costs Account (101-51100-599) as shown on the attachment herewith.

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**0702-13 A RESOLUTION APPROPRIATING \$10,000.00 AS PASS-THRU FUNDS FROM THE OTHER SHERIFF'S FEE ACCOUNT OF THE SHERIFF'S OFFICE TO THE PRINTING ACCOUNT**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February, 2007, that this body hereby appropriates \$10,000.00 as pass-thru funds from the Other Sheriff's Fee Account of the Sheriff's Office (101-45591) to the Printing Account (101-54110-349) as shown on the attachment herewith.

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**0702-14 A RESOLUTION APPROPRIATING \$4,950.39 AS PASS-THRU FUNDS FROM THE OTHER SHERIFF'S FEE ACCOUNT OF THE SHERIFF'S OFFICE TO THE EVALUATION & TRAINING ACCOUNT**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February, 2007, that this body hereby appropriates \$4,950.39 as pass-thru funds from the Other Sheriff's Fee Account of the Sheriff's Office (101-45591) to the Evaluation & Training Account (101-54110-322) as shown on the attachment herewith.

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**0702-15 A RESOLUTION APPROPRIATING \$15,000.00 AS PASS-THRU FUNDS FROM THE SALARY BOOK KEEPER ACCOUNT TO THE SALARY DEPUTY DIRECTOR ACCOUNT**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February, 2007, that this body hereby appropriates \$15,000.00 as pass-thru funds from the Salary Book Keeper Account (101-52100-119) to the Salary Deputy Director Account (101-54490-106) for the hiring of a Deputy Director as shown on the attachment herewith.

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**0702-16 A RESOLUTION DECLARING CERTAIN ITEMS ON EXHIBIT A AS SURPLUS PROPERTY**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of February, 2007, that this body hereby declares the items listed on Attachment A as surplus property.

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**0702-17 A RESOLUTION DECLARING A PORT-A-POTTY AS SURPLUS PROPERTY FROM THE OFFICE OF THE SHERIFF AND AUTHORIZING DISPOSAL**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> of February, 2007, that this body does hereby declare a Port-A-Potty from the Office of the Sheriff as surplus; and

**BE IT FURTHER RESOLVED** that surplus property shall be disposed of pursuant to existing policy.

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The electronic vote was recorded in the following manner:

Akins	Y	Fennell	Y	Cummings	Y
Hall	Y	Graves	Y	Satterfield	Y
Holt	Y	Matthews	Y	Boyd	Y
England	Y	Hendricks	Y	Vaughn	Y
LeMarbre	Y	Moser	Y	Decker	Y
Hyde	Y	Hughes	Y	Kimbrough	Y
Goode	Y	Skidmore	Y	Freels	Y
Stone	Y	Hobbs	Y	Pospisil	Y

**0702-CONSENT      Yes: 24      No: 0      Abs: 0      09:00 PM**

Chairman Thompson declared the Consent Agenda approved by the body on the first and final reading.

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### ADJOURNMENT

Chairman Thompson declared the Commission meeting adjourned at 9:04 p.m. upon motion of Commissioner Satterfield, seconded by Commissioner LeMarbre.

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BILL KEMP, CLERK

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R.J. "HANK" THOMPSON, CHAIRMAN

Prepared by Maria A. Moser

Approved on \_\_\_\_\_

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