6/30/14
ENTERED 11:45 a.m.
JW

Resolution No. 7-14-1
Requested by: Budget Director

A RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS, DEPARTMENTS, INSTITUTIONS, OFFICES, AND AGENCIES OF WILLIAMSON COUNTY, TENNESSEE, FOR THE FISCAL YEAR BEGINNING JULY 1, 2014, AND ENDING JUNE 30, 2015

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Williamson County, Tennessee, assembled in regular session on the **14th day of July, 2014**, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices, and agencies of Williamson County, Tennessee, for the capital outlay and for meeting the payment of principal and interest on the County's debt maturing during the fiscal year beginning July 1, **2014**, and ending June 30, **2015**, according to the following schedule:

GENERAL FUND

51100	COUNTY COMMISSION	753,865
51210	BOARD OF EQUALIZATION	7,700
51220	BEER BOARD	2,700
51240	OTHER BOARDS AND COMMITTEES / SOLID WASTE	3,300
51300	COUNTY MAYOR	710,210
51310	PERSONNEL / HUMAN RESOURCES OFFICE	271,844
51400	COUNTY ATTORNEY	665,000
51500	ELECTION COMMISSION	577,188
51600	REGISTER OF DEEDS	613,505
51710	COMMUNITY DEVELOPMENT	2,341,196
51720	PLANNING	33,855
51730	BUILDING CODES	36,125
51740	ENGINEERING	47,997
51750	CODES COMPLIANCE	65,381
51760	INFORMATION SYSTEMS	1,250,409
51800	COUNTY BUILDINGS	3,258,408
51810	OTHER FACILITIES - WMSON CTY CABLE T V	146,646
51910	COUNTY ARCHIVES	222,876
51920	RISK MANAGEMENT	206,409
51930	INSURANCE / ADMINISTRATION OF BENEFITS	311,007
	GENERAL ADMINISTRATION	**11,525,621**
52100	ACCOUNTING AND BUDGETING	918,773
52300	PROPERTY ASSESSOR'S OFFICE	1,585,783
52400	COUNTY TRUSTEE'S OFFICE	593,965
52500	COUNTY CLERK'S OFFICE	983,546
52900	OTHER FINANCE	285,000
	FINANCE	**4,367,067**
53100	CIRCUIT COURT	1,531,053
53300	GENERAL SESSIONS COURT	813,009
53400	CHANCERY COURT	442,779
53500	JUVENILE COURT	427,857
53700	JUDICIAL COMMISSIONERS	250,300
53900	OTHER ADMINISTRATION OF JUSTICE	190,409
	ADMINISTRATION OF JUSTICE	**3,655,407**
54110	SHERIFF'S DEPARTMENT	9,790,013
54130	TRAFFIC CONTROL	129,268
54210	JAIL	6,052,772
54220	WORKHOUSE	157,147
54240	JUVENILE SERVICES	1,603,964
54310	FIRE PREVENTION AND CONTROL	496,359
54490	OTHER EMERGENCY MGT - LEPC	25,000
54610	COUNTY CORONER / MEDICAL EXAMINER	196,628
54900	OFFICE OF PUBLIC SAFETY	2,118,841
	PUBLIC SAFETY	**20,569,992**
55100	LOCAL HEALTH CONTRIBUTIONS	3,000
55110	LOCAL HEALTH CENTER	1,578,707
55120	RABIES AND ANIMAL CONTROL	1,050,548
55130	AMBULANCE SERVICE	1,943,624

Resolution No. _____ (continued)

55190	OTHER LOCAL HEALTH SERVICES	9,576
55310	REGIONAL MENTAL HEALTH CENTER	21,780
55390	APPROPRIATION TO STATE	103,816
55510	GENERAL WELFARE ASSISTANCE	17,617
55520	AID TO DEPENDENT CHILDREN	11,000
55900	OTHER PUBLIC HEALTH AND WELFARE	66,932
	PUBLIC HEALTH & WELFARE	**4,806,600**
56100	ADULT ACTIVITIES	45,464
56300	SENIOR CITIZENS ASSISTANCE	92,760
56500	LIBRARIES	2,055,644
56700	PARKS AND FAIR BOARDS	11,404,334
56900	OTHER SOCIAL, CULTURAL & RECREATIONAL SERVICES	1,260,491
	SOCIAL, CULTURAL & RECREATIONAL SERVICES	**14,858,693**
57100	AGRICULTURAL EXTENSION SERVICES	364,621
57500	SOIL CONSERVATION	49,400
	AGRICULTURAL & NATURAL RESOURCES	**414,021**
58210	PUBLIC TRANSPORTATION (TMA)	1,476,231
58300	VETERANS SERVICES	15,065
58400	OTHER CHARGES	2,703,972
58600	EMPLOYEE BENEFITS	14,026,185
58900	MISCELLANEOUS	1,438,215
	OTHER GENERAL GOVERNMENT	**19,659,668**
	TOTAL GENERAL FUND	**79,857,069**

SOLID WASTE / SANITATION FUND

55710	SANITATION MANAGEMENT	4,596,196
58400	OTHER CHARGES	400,000
58600	EMPLOYEE BENEFITS	483,575
	TOTAL SOLID WASTE / SANITATION FUND	**5,479,771**

SPECIAL DRUG CONTROL FUND

54150	DRUG CONTROL FUND EXPENDITURES	95,000
	TOTAL SPECIAL DRUG CONTROL FUND	**95,000**

HIGHWAY / PUBLIC WORKS FUND

61000	HIGHWAYS ADMINISTRATION	836,442
62000	HIGHWAY & BRIDGE MAINTENANCE	5,524,031
63100	OPERATION & MAINTENANCE OF EQUIPMENT	1,738,911
63400	QUARRY OPERATIONS	763,913
65000	OTHER CHARGES	755,000
66000	EMPLOYEE BENEFITS	1,306,900
68000	CAPITAL OUTLAY	180,000
	TOTAL HIGHWAY / PUBLIC WORKS FUND	**11,105,197**

GENERAL PURPOSE SCHOOL FUND

71100	REGULAR INSTRUCTION	138,755,192
71150	ALTERNATIVE PROGRAM	451,580
71200	SPECIAL EDUCATION PROGRAM	34,536,725
71300	VOCATIONAL EDUCATION PROGRAM	5,884,397
71400	SITE BASED PROGRAM	1,775,000
72110	ATTENDANCE	404,980

72120	HEALTH SERVICES	3,333,891
72130	OTHER STUDENT SUPPORT	8,104,827
72210	REGULAR INSTRUCTION PROGRAM	8,347,931
72220	SPECIAL EDUCATION PROGRAM	4,066,626
72230	VOCATIONAL EDUCATION PROGRAM	272,335
72310	BOARD OF EDUCATION	4,511,133
72320	OFFICE OF THE SUPERINTENDENT	1,590,776
72410	SCHOOL ADMIN-OFFICE OF PRINCIPAL	17,562,341
72510	FISCAL SERVICES	1,340,917
72520	HUMAN RESOURCES/PERSONNEL	842,006
72610	OPERATION OF PLANT	14,841,306
72620	MAINTENANCE OF PLANT	6,675,347
72710	STUDENT TRANSPORTATION	13,778,004
72810	OTHER SUPPORT SERVICES-CENTRAL & OTHER	4,494,841
73300	COMMUNITY SERVICES	625,454
73400	EARLY CHILDHOOD EDUCATION	818,705
	TOTAL GENERAL PURPOSE SCHOOL FUND	**273,014,314**

CENTRAL CAFETERIA FUND

73100	FOOD SERVICE	11,336,766
	TOTAL CENTRAL CAFETERIA FUND	**11,336,766**

EXTENDED SCHOOL PROGRAM FUND

73300	COMMUNITY SERVICES	3,235,366
	TOTAL EXTENDED SCHOOL PROGRAM FUND	**3,235,366**

GENERAL DEBT SERVICE FUND

82110	GENERAL GOVERNMENT – PRINCIPAL	13,071,800
82120	HIGHWAY & STREET - PRINCIPAL	178,200
82130	EDUCATION - PRINCIPAL	8,935,000
82210	GENERAL GOVERNMENT - INTEREST	7,108,000
82220	HIGHWAY & STREET - INTEREST	31,000
82230	EDUCATION - INTEREST	6,341,500
82310	GENERAL GOVERNMENT - OTHER CHARGES	570,000
	TOTAL GENERAL DEBT SERVICE FUND	**36,235,500**

RURAL DEBT SERVICE FUND

82130	EDUCATION – PRINCIPAL	11,390,000
82230	EDUCATION - INTEREST	8,915,000
82330	EDUCATION - OTHER CHARGES	288,000
	TOTAL RURAL DEBT SERVICE FUND	**20,593,000**

TOTAL COUNTY BUDGET ALL FUNDS	**440,951,983**

BE IT FURTHER RESOLVED, that the budget for the School Federal Projects Fund for the Elementary and Secondary Education Act (ESEA) No Child Left Behind Act (NCLB), Individuals with Disabilities Education Act (IDEA & Pre-School), Carl Perkins Vocational and Race to The Top (RTTT) projects shall be the budget approved for the separate projects within the fund by the Williamson County Board of Education.

SECTION 2. BE IT FURTHER RESOLVED, that there are also hereby appropriated certain portions of the commissions and fees for collecting taxes and licenses and for administering other funds which the trustee, county clerk, circuit court clerk, juvenile court clerk, clerk and master, Register and the Sheriff and their officially authorized deputies and assistants may severally be entitled to receive under state laws heretofore and hereafter enacted. Expenditures out of commissions, and/or fees collected by the trustee, county clerk, circuit court clerk, juvenile court clerk, clerk and master, register and the sheriff may be made for such purposes and in such amounts as may be authorized by existing law or by valid order of any court having power to make such appropriations. Any excess commissions and/or fees collected over and above the expenditures duly and conclusively authorized shall be paid over to the Trustee and converted into the General Fund as provided by law.

BE IT FURTHER RESOLVED, that, if any fee officials, as enumerated in Section 8-22-101, Tennessee Code Annotated, operate under provisions of Section 8-22-104, Tennessee Code Annotated, provisions of the preceding paragraph shall not apply to those particular officials.

SECTION 3. BE IT FURTHER RESOLVED, that any amendment to the budget, except for amendments to the budget for funds under the supervision of the director of schools, shall be approved as provided in Section 5-9-407, Tennessee Code Annotated. The director of schools must receive approval of the Board of Education for transfers within each major category of the budget, and approval of both the Board of Education and Board of County Commissioners for transfers between major categories as required by law.

One copy of each amendment shall be filed with the county clerk, one copy with the chairman of the Budget Committee, and one copy with each divisional or departmental head concerned. The reason for each transfer shall be clearly stated; however, this section shall in no case whatsoever be construed as authorizing transfers from one fund to another, but shall apply solely to transfers within a certain fund.

SECTION 4. BE IT FURTHER RESOLVED, that any appropriation made by this resolution which covers the same purpose for which a specific appropriation is made by statute is made in lieu of but not in addition to said statutory appropriation. The salary, wages, or remuneration of each officer, employee, or agent of the County, shall not be in excess of the amounts authorized by existing law or as set forth in the estimate of expenditures which accompanies this resolution. Provided, however, that appropriations for such salaries, wages, or other remunerations hereby authorized shall in no case be construed as permitting expenditures for an office, agency, institution, division or department of the county in excess of the appropriation made herein for such office, agency, institution, division, or department of the county. Such appropriation shall constitute the limit to the expenditures of any office, agency, institution, division, or department for the fiscal year ending June 30, **2015**. The aggregate expenditures for any item of appropriation shall in no instance be more than the amount herein appropriated for such item.

SECTION 5. BE IT FURTHER RESOLVED, that any resolution which may hereafter be presented to the Board of County Commissioners providing for appropriations in addition to those made by this Budget Appropriation Resolution shall specifically provide sufficient revenue or other funds, actually to be provided during the fiscal year in which the expenditure is to be made, to meet such additional appropriation. Said appropriating resolution shall be submitted to and approved by the state director of local finance after its adoption as provided by Section 9-21-403, Tennessee Code Annotated.

SECTION 6. BE IT FURTHER RESOLVED, that the county executive and the county clerk are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the director of local finance, to pay the expenses herein authorized until the taxes and other revenue for the fiscal year **2014-15** have been collected. The proceeds of loans for each individual fund shall not exceed 60% of the appropriations of each individual fund and shall be used only to pay the expenses and other requirements of the fund for which the loan is made. The loan shall be paid out of revenue from the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the authority of the applicable sections of Title 9, Chapter 21, Tennessee Code Annotated. Said notes shall be signed by the county executive and countersigned by the county clerk and shall mature and be paid in full without renewal not later than June 30, **2015.**

SECTION 7. BE IT FURTHER RESOLVED, that the delinquent county property taxes for the **2013** tax year and prior tax years and the interest and penalty thereon collected during the year ending June 30, **2015**, shall be apportioned to the various county funds according to the subdivision of the tax levy for the **2014** tax year. The clerk and master and the trustee are hereby authorized and directed to make such apportionment accordingly.

SECTION 8. BE IT FURTHER RESOLVED, that all unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and be of no further affect at the end of the fiscal year at June 30, **2015**.

SECTION 9. BE IT FURTHER RESOLVED, that any resolution or part of a resolution which has heretofore been passed by the Board of County Commissioners which is in conflict with any provision in this resolution be and the same is hereby repealed.

SECTION 10. BE IT FURTHER RESOLVED, that this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, **2014**. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Resolution No. _____ (continued)

Passed this 14th day of July, 2014.

_____
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:
Budget Committee: For 5 Against 0
Commission Action Taken: For_____ Against _____ Pass _____ Out _____

_____
Elaine Anderson, County Clerk

_____
Jack Walton, Commission Chairman

_____
Rogers C. Anderson - County Mayor

_____
Date

c:\myfiles\resolutions\14-15FundingRes

6/30/14
ENTERED 11:45 a.m.
ELAINE ANDERSON COUNTY CLERK

Resolution No. 7-14-2
Requested by: Budget Director

RESOLUTION FIXING THE TAX LEVY
IN WILLIAMSON COUNTY, TENNESSEE
FOR THE FISCAL YEAR BEGINNING JULY 1, 2014

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Williamson County, Tennessee, assembled in regular session on this **14th** day of **July, 2014**, that the combined property tax rate for Williamson County, Tennessee, for the fiscal year beginning **July 1, 2014**, shall be **$2.31** on each $100 of taxable property, which is to provide revenue for each of the following funds and otherwise conform to the following levies:

FUND	RATE
County General	$ .41
Solid Waste/Sanitation	.06
Highway/Public Works	.05
General Purpose Schools	1.29
General Debt Service	.30
Rural Debt Service	.20
Total	$2.31

SECTION 2. BE IT FURTHER RESOLVED, that there is hereby levied a gross receipts tax as provided by law. The proceeds of the gross receipts tax herein levied shall accrue to the Highway Public Works Fund and the County General Fund.

SECTION 3. BE IT FURTHER RESOLVED, that all resolutions of the Board of County Commissioners of Williamson County, Tennessee, which are in conflict with this resolution are hereby repealed.

SECTION 4. BE IT FURTHER RESOLVED, that this resolution take effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed this **14th** day of **July, 2014.**

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:
Budget Committee For 5 Against 0
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date

(R:\DianeG\BudgetInfo\2014-15TaxRes)

Resolution No. 7-14-3
Requested by: Finance Director

FILED 6/30/14
ENTERED 11:45 a.m.
JOHN ANDERSON COUNTY CLERK

RESOLUTION MAKING APPROPRIATIONS TO
NON-PROFIT CHARITABLE ORGANIZATIONS OF WILLIAMSON COUNTY, TN
FOR THE FISCAL YEAR BEGINNING JULY 1, 2014, AND ENDING JUNE 30, 2015

WHEREAS, Section 5-9-109, Tennessee Code Annotated, authorizes the Williamson County Legislative Body to make appropriations to various non-profit charitable organizations; and,

WHEREAS, the Williamson County Legislative Body recognizes the various non-profit charitable organizations providing services in Williamson County have great need of funds to carry on their non-profit, charitable work;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Williamson County, meeting in regular session on this **14th day of July, 2014,**

SECTION 1. That **$2,180,857** be appropriated to non profit organizations in Williamson County as reflected below:

LINE ITEM	AGENCY	PURPOSE	AMOUNT
101.54310.531601.00000.00.00.00	Arrington VFD	Emergency Services	$48,363
101.54310.531602.00000.00.00.00	College Grove VFD	Emergency Services	33,660
101.54310.531604.00000.00.00.00	Flat Creek/Bethesda VFD	Emergency Services	51,019
101.54310.531605.00000.00.00.00	Nolensville VFD	Emergency Services	67,993
101.54310.531606.00000.00.00.00	W C Rescue Squad	Emergency Services	256,661
101.54310.531607.00000.00.00.00	Peytonsville VFD	Emergency Services	36,663
101.55190.531633.00000.00.00.00	M/C Community Action Agency	Community Services	9,576
101.55310.531634.00000.00.00.00	Regional Mental Health Center	Mental Health Svcs	21,780
101.55390.531608.00000.00.00.00	M/C HRA Homemaker Services	Community Services	36,000
101.55390.531635.00000.00.00.00	State Rehabilitation Center	Handicapped Svcs	67,816
101.55510.531636.00000.00.00.00	Graceworks	Community Services	17,617
101.55520.531637.00000.00.00.00	Foster Children	Child Care	11,000
101.56100.531638.00000.00.00.00	Adult Activities/Waves	Handicapped Svcs	45,464
101.56300.531609.00000.00.00.00	Franklin Senior Citizens	Senior Citizens Svcs	26,978
101.56300.531610.00000.00.00.00	Fairview Senior Citizens	Senior Citizens Svcs	6,031
101.56300.531611.00000.00.00.00	Hillsboro Senior Citizens	Senior Citizens Svcs	4,311
101.56300.531612.00000.00.00.00	College Grove Senior Citizens	Senior Citizens Svcs	15,975
101.56300.531613.00000.00.00.00	Bethesda Senior Citizens	Senior Citizens Svcs	12,010
101.56300.531614.00000.00.00.00	Nolensville Senior Citizens	Senior Citizens Svcs	4,230
101.56300.531615.00000.00.00.00	Brentwood Senior Citizens	Senior Citizens Svcs	15,975
101.56300.531616.00000.00.00.00	Spring Hill Senior Citizens	Senior Citizens Svcs	2,250
101.56300.531639.00000.00.00.00	Thompson's Station Senior Citizens	Senior Citizens Svcs	5,000
101.56500.531617.00000.00.00.00	Library-Brentwood	Operations	71,950
101.56500.531618.00000.00.00.00	Library-Spring Hill	Operations	26,165
101.58900.531619.00000.00.00.00	Boys & Girls Club	Community Services	8,960
101.58900.531620.00000.00.00.00	Community Child Care	Community Services	7,508
101.58900.531621.00000.00.00.00	My Friends House	Community Services	4,958
101.58900.531622.00000.00.00.00	CrimeStoppers	Community Services	873
101.58900.531623.00000.00.00.00	M/C HRA Nutrition Program	Community Services	14,622
101.58900.531624.00000.00.00.00	M/C HRA Transportation Prog.	Community Services	2,241
101.58900.531625.00000.00.00.00	Court Appointed Special Advoc.	Community Services	3,292
101.58900.531626.00000.00.00.00	Community Housing Partnership	Community Services	38,131
101.58900.531627.00000.00.00.00	Assoc. for Retarded Citizens	Community Services	1,814
101.58900.531628.00000.00.00.00	Greenbrier Community Center	Community Services	437
101.58900.531629.00000.00.00.00	SaddleUp!	Handicapped Svcs	1,800
101.58900.531630.00000.00.00.00	Bridges of W C	Community Services	15,701
101.58900.531631.00000.00.00.00	Convention & Visitors Bureau	Community Services	889,233
101.58900.531632.00000.00.00.00	Chamber of Commerce/Econ. Dev.	Community Services	295,000
101.58900.531640.00000.00.00.00	Take The Reins	Handicapped Svcs	1,800
			$2,180,857

AND BE IT FURTHER RESOLVED, that all appropriations enumerated in Section 1 above are subject to the following conditions:

1. That the non-profit organizations to which funds are appropriated shall file with the county clerk and the disbursing officials a copy of any annual report of its business affairs and transactions and the proposed use of the county's funds in accordance with rules promulgated by the Comptroller of the Treasury, Chapter 0380-2-7. Such annual report shall be prepared and certified by the chief financial officer of such non-profit Organization in accordance with Section 5-9-102(c), Tennessee Code Annotated.

2. That said funds must only be used by the named non-profit charitable organizations in furtherance of their non-Profit charitable purposes benefiting the general welfare of the residents of Williamson County.

3. That it is the expressed interest of the County Commission of Williamson County in providing these funds to the above-named non-profit charitable organizations to be fully in compliance with Chapter 0380-2-7 of the Rules of the Comptroller of the Treasury and Section 5-9-109, Tennessee Code Annotated, and any and all other laws which may apply to County appropriations to non-profit organizations; and so this appropriations is made subject to compliance with any and all of these laws and regulations.

AND BE IT FURTHER RESOLVED that this resolution shall take effect from and after its passage; and its provisions shall be in force from and after July 1, 2014. This resolution shall be spread upon the minutes of the Board of County Commissioners this 14th day of July, 2014.

_____
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:
Budget Committee: For 5 Against 0
Commission Action Taken: For_____ Against _____ Pass _____ Out_____

_____
Elaine Anderson - County Clerk

_____
Jack Walton - Commission Chairman

_____
Rogers C. Anderson - County Mayor

_____
Date

FILED 6/30/14
ENTERED 11:45 a.m.
ELAINE ANDERSON COUNTY CLERK

RESOLUTION NO. 7-14-4
Requested by: BOARD OF EDUCATION

RESOLUTION APPROPRIATING $1,360,719 IN THE GENERAL PURPOSE SCHOOL FUND FOR RAISE AUTHORIZED BY THE WILLIAMSON COUNTY BUDGET COMMIITTEE FOR 2014-2015

WHEREAS, the Williamson County Budget committee authorized a 2% raise for all county employees to be paid in the 2014-2015 year; and

WHEREAS, this amount was not included in the 2014-2015 budget for all classified and certain teachers that are beyond the levels on the teacher pay scale; and

WHEREAS, the raise will come from the available fund balance;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on July 14, 2014 amend the 2014-2015 General Purpose School fund budget as attached:

Revenue		
143.39000	**Fund Balance**	**$1,360,719**
Expenditure		
See attached Account Codes for Detail		**$1,360,719**

Bob Barnwell
Commissioner Barnwell

Committees Referred to & Action Taken

1. School Board	Yes 12 No 0
2. Education	Yes 5 No 0
3. Budget	Yes 5 No 0
COMMISSION ACTION TAKEN:	Yes____ No____

Elaine Anderson-County Clerk

Jack Walton, Commission Chairman

Date

Rogers Anderson-County Mayor

07.14.GPSraise.14.15.docx

Attachment to Resolution: _____

71100	**REGULAR INSTRUCTION**	
511600	TEACHERS	70,000
512800	HOMEBOUND TEACHERS	1,300
516300	EDUCATIONAL ASSISTANTS	36,650
518900	OTHER SALARIES & WAGES	12,000
520100	SOCIAL SECURITY	6800
520400	STATE RETIREMENT	8,000
521200	EMPLOYER MEDICARE	1,600
71150	**ALTERNATIVE INSTRUCTION**	
511600	TEACHERS	2,400
516300	EDUCATIONAL ASSISTANTS	900
520100	SOCIAL SECURITY	205
520400	STATE RETIREMENT	400
521200	EMPLOYER MEDICARE	50
71150	ALTERNATIVE INSTRUCTION TOTAL	
71200	**SPECIAL EDUCATION INSTRUCTION**	
511600	TEACHERS	90,000
516300	EDUCATIONAL ASSISTANTS	101,520
517100	SPEECH PATHOLOGIST	20,000
518900	OTHER SALARIES & WAGES	3,400
520100	SOCIAL SECURITY	13,900
520400	STATE RETIREMENT	19,700
521200	EMPLOYER MEDICARE	12,335
71200	SPECIAL EDUCATION INSTRUCTION TOTAL	
71300	**VOCATIONAL EDUCATION INSTR**	
511600	TEACHERS	30,000
516300	EDUCATIONAL ASSISTANTS	8,600
518900	OTHER SALARIES & WAGES	2,000
520100	SOCIAL SECURITY	2,480
520400	STATE RETIREMENT	3,500
521200	EMPLOYER MEDICARE	600
71300	VOCATIONAL EDUCATION INSTR TOTAL	
72110	**ATTENDANCE**	
510500	SUPERVISOR/DIRECTOR	1,470
518900	OTHER SALARIES & WAGES	3,300
520100	SOCIAL SECURITY	310
520400	STATE RETIREMENT	500
521200	EMPLOYER MEDICARE	50
72110	ATTENDANCE TOTAL	
72120	**HEALTH SERVICES**	
513100	MEDICAL PERSONNEL	21,000
513150	MEDICAL PERSONNEL-NURSES	25,000
520100	SOCIAL SECURITY	2,900
520400	STATE RETIREMENT	4,300
521200	EMPLOYER MEDICARE	700
72120	HEALTH SERVICES TOTAL	
72130	**OTHER STUDENT SUPPORT**	
512300	GUIDANCE PERSONNEL	60,000
513000	SOCIAL WORKERS	2,500
516100	SECRETARY(S)	5,000
520100	SOCIAL SECURITY	4,185
520400	STATE RETIREMENT	6,000
521200	EMPLOYER MEDICARE	1,000
72130	OTHER STUDENT SUPPORT TOTAL	
72210	INSTRUCTION SUPPORT	
510500	SUPERVISOR/DIRECTOR	9,000
512900	LIBRARIANS	30,000
516100	SECRETARY(S)	6,600
516200	CLERICAL PERSONNEL	12,750
518900	OTHER SALARIES & WAGES	35,200
520100	SOCIAL SECURITY	6,000
520400	STATE RETIREMENT	9,000
521200	EMPLOYER MEDICARE	1,300
72210	INSTRUCTION SUPPORT TOTAL	
72220	**SPECIAL EDUCATION SUPPORT**	
510500	SUPERVISOR/DIRECTOR	2,040
512400	PSYCHOLOGICAL PERSONNEL	15,000

516100 SECRETARY(S)	1,500
518900 OTHER SALARIES & WAGES	9,800
520100 SOCIAL SECURITY	1,800
520400 STATE RETIREMENT	2,400
521200 EMPLOYER MEDICARE	400
72220 SPECIAL EDUCATION SUPPORT TOTAL	
72230 VOCATIONAL SUPPORT	
516100 SECRETARY(S)	430
518900 OTHER SALARIES & WAGES	14,000
520100 SOCIAL SECURITY	900
520400 STATE RETIREMENT	1,200
521200 EMPLOYER MEDICARE	220
72230 VOCATIONAL SUPPORT TOTAL	
72310 BOARD OF EDUCATION	
518999 OSW-ATTORNEY	1,640
520100 SOCIAL SECURITY	100
520400 STATE RETIREMENT	200
521200 EMPLOYER MEDICARE	30
72310 BOARD OF EDUCATION TOTAL	
72320 OFFICE OF SUPERINTENDENT	
510300 ASSISTANT(S)	2,551
516100 SECRETARY(S)	6,000
518900 OTHER SALARIES & WAGES	3,700
520100 SOCIAL SECURITY	750
520400 STATE RETIREMENT	900
521200 EMPLOYER MEDICARE	175
72320 OFFICE OF SUPERINTENDENT TOTAL	
72410 OFFICE OF PRINCIPAL	
510400 PRINCIPALS	82,700
511900 ACCOUNTANTS/BOOKKEEPERS	26,600
513900 ASSISTANT PRINCIPALS	110,000
516100 SECRETARY(S)	35,020
520100 SOCIAL SECURITY	15,800
520400 STATE RETIREMENT	22,350
521200 EMPLOYER MEDICARE	3,700
72410 OFFICE OF PRINCIPAL TOTAL	
72510 FISCAL SERVICES	
510500 SUPERVISOR/DIRECTOR	2,294
511900 ACCOUNTANTS/BOOKKEEPERS	10,000
512200 PURCHASING PERSONNEL	3,100
518900 OTHER SALARIES & WAGES	1,800
520100 SOCIAL SECURITY	1,070
520400 STATE RETIREMENT	1,500
521200 EMPLOYER MEDICARE	250
72510 FISCAL SERVICES TOTAL	
72520 HUMAN SERVICES/PERSONNEL	
510500 SUPERVISOR/DIRECTOR	2,157
516100 SECRETARY(S)	5,450
518900 OTHER SALARIES & WAGES	2,800
520100 SOCIAL SECURITY	620
520400 STATE RETIREMENT	880
521200 EMPLOYER MEDICARE	150
72520 HUMAN SERVICES/PERSONNEL TOTAL	
72610 OPERATION OF PLANT	
510500 SUPERVISOR/DIRECTOR	2,078
516100 SECRETARY(S)	650
516600 CUSTODIAL PERSONNEL	2,600
518900 OTHER SALARIES & WAGES	1,247
520100 SOCIAL SECURITY	500
520400 STATE RETIREMENT	750
521200 EMPLOYER MEDICARE	150
72610 OPERATION OF PLANT TOTAL	
72620 MAINTENANCE OF PLANT	
510500 SUPERVISOR/DIRECTOR	1,681
516100 SECRETARY(S)	1,495
516700 MAINTENANCE PERSONNEL	44,000
518900 OTHER SALARIES & WAGES	2,520
520100 SOCIAL SECURITY	3,000
520400 STATE RETIREMENT	4,500

521200	EMPLOYER MEDICARE	600
72620	MAINTENANCE OF PLANT TOTAL	
72710	**TRANSPORTATION**	
510500	SUPERVISOR/DIRECTOR	1,625
514200	MECHANIC(S)	9,400
514600	BUS DRIVERS	70,000
514612	BUS DRIVERS-SPECIAL EDUCATION	19,000
514625	BUS DRIVERS-BONUS	2,400
516200	CLERICAL PERSONNEL	650
518900	OTHER SALARIES & WAGES	10,580
518920	OSW-TRANS OFFICE	6,300
518925	OSW-BONUS	300
520100	SOCIAL SECURITY	7,500
520400	STATE RETIREMENT	9,600
521200	EMPLOYER MEDICARE	1,800
72710	TRANSPORTATION TOTAL	
72810	**CENTRAL AND OTHER**	
510500	SUPERVISOR/DIRECTOR	3,800
512100	DATA PROCESSING PERSONNEL	34,100
520100	SOCIAL SECURITY	2,400
520400	STATE RETIREMENT	3,500
521200	EMPLOYER MEDICARE	551
72810	CENTRAL AND OTHER TOTAL	
73300	**COMMUNITY SERVICES**	
510500	SUPERVISOR/DIRECTOR	1,625
516200	CLERICAL PERSONNEL	855
518900	OTHER SALARIES & WAGES	3,100
520100	SOCIAL SECURITY	350
520400	STATE RETIREMENT	600
521200	EMPLOYER MEDICARE	100
73300	COMMUNITY SERVICES TOTAL	
73400	**EARLY CHILDHOOD/PRE K**	
511600	TEACHERS	10,000
516300	EDUCATIONAL ASSISTANTS	2,400
520100	SOCIAL SECURITY	780
520400	STATE RETIREMENT	950
521200	EMPLOYER MEDICARE	300
141	GENERAL PURPOSE SCHOOL TOTAL	1,360,719

6/30/14
ENTERED 11:45 a.m.
JW

Resolution No. 7-14-5
Requested by: Budget Director

RESOLUTION APPROPRIATING $4,000,000 ADEQUATE SCHOOL FACILITIES PRIVILEGE TAX FUNDS AND APPROVING THE RELATED OPERATING TRANSFERS FOR 2014-15 GENERAL DEBT SERVICE EXPENDITURES

WHEREAS, the costs of school construction projects in the various school building programs have increased expenditures in the General Debt Service Fund; and,

WHEREAS, to generate sufficient revenue within the General Debt Service for **2014-15,** additional funds will be required;

NOW, THEREFORE, BE IT RESOLVED, that **$4,000,000** Adequate School Facilities Privilege Tax funds be appropriated, as follows:

REVENUES:

Adequate School Facilities Privilege Tax Funds 171.00000.3519000.00000.00.00.00	$ 4,000,000
Transfer Out - Adequate School Facilities Privilege Tax 171.91300.559000.00000.00.00.00 PR900	$ 4,000,000

EXPENDITURES:

General Debt Service - Principal on Bonds 151.82130.560100.00000.00.00.00	$ 4,000,000
Transfer In 151.00000.498000.00000.00.00.00	$ 4,000,000

Bob Barnwell
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 5 Against 0

Education Committee For 5 Against 0

Commission Action Taken: For_____ Against_____ Pass_____ Out_____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date

DianeG\Resolutions\EducPTaxGDSJuly14

Resolution No. 7-14-6
Requested by: Budget Director

6/30/14
ENTERED 11:45 a.m.

RESOLUTION APPROPRIATING $5,000,000 EDUCATION PRIVILEGE TAX FUNDS AND APPROVING THE RELATED OPERATING TRANSFERS FOR 2014-15 RURAL DEBT SERVICE EXPENDITURES

WHEREAS, the costs of school construction projects in the various school building programs have increased expenditures in the Rural Debt Service Fund; and,

WHEREAS, to generate sufficient revenue within the Rural Debt Service for **2014-15,** additional funds will be required;

NOW, THEREFORE, BE IT RESOLVED, that **$5,000,000** Education Privilege Tax funds be appropriated, as follows:

REVENUES:	
Education Privilege Tax Funds 171.00000.351600.00000.00.00.00	$ 5,000,000
Transfer Out-Education Privilege Tax 171.91300.559000.00000.00.00.00 PR600	$ 5,000,000
EXPENDITURES:	
Rural Debt Service - Principal on Bonds 152.82130.560100.00000.00.00.00	$ 5,000,000
Transfer In 152.00000.498000.00000.00.00.00	$ 5,000,000

Bob Barnwell
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 5 Against 0

Education Committee For 5 Against 0

Commission Action Taken: For_____ Against_____ Pass_____ Out_____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date

DianeG\Resolutions\EducPTaxRDSJuly14

6/30/14
11:45 a.m.
JW

Resolution No. 7-14-7
Requested by: Budget Director

RESOLUTION APPROPRIATING AND AMENDING THE 2014-15 COUNTY GENERAL FUND BUDGET BY $310,500 - REVENUES TO COME FROM COUNTY GENERAL UNDESIGNATED FUND BALANCE

WHEREAS, the Budget Committee has recommended approval of various capital expenditure requests for the **2014-15** budget within various County General Departments; and,

WHEREAS, there are sufficient funds available in the **2014-15** projected County General Undesignated Fund Balance which can be utilized for these purchases;

NOW, THEREFORE, BE IT RESOLVED, that the **2014-15** County General Fund be amended for Capital Expenditures, as follows:

REVENUES:

Undesignated County General Funds 101.00000.390000.00000.00.00.00	$310,500

EXPENDITURES:

Community Development - Vehicles 101.51710.571800.00000.00.00.00	$ 75,500
Property Management - Vehicles 101.51800.571800.00000.00.00.00	$ 30,000
Property Assessor - Vehicles 101.52300.571800.00000.00.00.00	$ 23,000
Sheriff's Detention/Litter - Vehicles 101.54210.571800.00000.00.00.00	$ 33,200
Office of Public Safety - Vehicles 101.54900.571800.00000.00.00.00	$123,800
Parks & Recreation - Vehicles 101.56700.571800.00000.00.00.00	$ 25,000
	$310,500

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:
Budget Committee: For 5 Against 0
Commission Action Taken: For____ Against____ Pass____ Out____

Elaine Anderson - County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

DianeG\Resolutions\CapProjects-VariousDeptsFrmCountyGeneral14-15

6/30/14
ENTERED 11:45 a.m.
JW

Resolution No. 7-14-8
Requested by Budget Director

RESOLUTION APPROPRIATING AND AMENDING THE 2014-15 CAPITAL PROJECTS BUDGET BY $201,025 AND APPROVING THE RELATED OPERATING TRANSFERS - REVENUES TO COME FROM COUNTY GENERAL UNDESIGNATED FUND BALANCE

WHEREAS, the Budget Committee has recommended approval of various capital expenditure requests for the **2014-15** budget within various County General Departments; and,

WHEREAS, there are sufficient funds available in the **2014-15** projected County General Undesignated Fund Balance which can be utilized for these purchases;

NOW, THEREFORE, BE IT RESOLVED, that the Capital Projects Fund budget be amended for Capital Expenditures, as follows:

REVENUES:

Undesignated County General Funds 101.00000.390000.00000.00.00.00	$201,025
Transfers Out 101.99100.559000.00000.00.00.00	$201,025

EXPENDITURES:

Fairview Library Expansion – County Portion 171.91150.570700.00000.00.00.00.C0015	$ 91,025
Ag Expo Park – Various Equipment 171.91150.579000.00000.00.00.00.C0016	$ 70,000
WC-TV - Upgrade Services From Analog 171.91110.570900.00000.00.00.00.A0002	$ 40,000
	$201,025
Operating Transfer 171.00000.498000.00000.00.00.00	$201,025

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:
Budget Committee For 5 Against 0
Commission Action Taken: For _____ Against _____ Pass_____ Out_____

Elaine Anderson - County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

DianeG\Resolutions\CapProjects-VariousDepts14-15

6/30/14
ENTERED 11:45 a.m.
JW

Resolution No. 7-14-9
Requested by: Solid Waste Director

RESOLUTION APPROPRIATING AND AMENDING THE 2014-15 SOLID WASTE/SANITATION BUDGET BY $335,000 - REVENUE TO COME FROM UNAPPROPRIATED SOLID WASTE/SANITATION FUND BALANCE

WHEREAS, Williamson County operates a Solid Waste/Sanitation Landfill; and,

WHEREAS, in an effort to maintain these operations, there is an on-going need to provide efficient equipment, including replacement of bins and the purchase of a new roll-off truck and mineral excavator and to make repairs to the Trinity and Nolensville Convenience Center site;

NOW, THEREFORE, BE IT RESOLVED, that the 2014-15 Solid Waste/Sanitation budget be amended, as follows:

Revenues:

Unappropriated Solid Waste Fund Balance 116.00000.390000.00000.00.00.00	$335,000

Expenditures:

Solid Waste Equipment 116.55710.573300.00000.00.00.00	$235,000
Other Construction 116.55710.579100.00000.00.00.00	$100,000
	$335,000

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee: For 5 Against 0
Commission Action Taken: For _____ Against _____ Pass_____ Out _____

Elaine Anderson - County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

DianeG\Resolutions\LandfillEqpt-CapProjs2014-15

6/30/14
11:45 a.m.
JW

Resolution No. 7-14-10
Requested by: Highway Superintendent

RESOLUTION AMENDING THE 2014-2015 HIGHWAY DEPARTMENT BUDGET
AND APPROPRIATING **UP TO $780,000**
FOR HIGHWAY EQUIPMENT PURCHASES

WHEREAS, various equipment within the Highway Department inventory has exceeded its life cycle and requires replacement; and,

WHEREAS, the Highway Department has prepared its Five Year Capital Improvement Plan; and,

WHEREAS, there are sufficient funds within the Highway fund balance to purchase the needed equipment; and,

WHEREAS, this equipment will be placed out for bid or purchased through State contracts;

NOW, THEREFORE, BE IT RESOLVED, that the **2014-15** Highway budget be amended, as follows:

REVENUES:
Highway Fund Balance $780,000
131.00000.390000.00000.00.00.00

EXPENDITURES:
Capital Account $780,000
131.68000.571400.00000.00.00.00

John Hancock
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission:	For 5	Against 0		
Budget Committee:	For 5	Against 0		
Commission Action Taken:	For _____	Against _____	Pass_____	Out_____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson - County Mayor

Date

DianeG\Resolutions\HighwayEquip14-15

WILLIAMSON COUNTY

CAPITAL FUNDING REQUEST

MEMO

20-Feb-14

TO: Budget Committee

FROM: Eddie Hood, Highway Superintendent

I would like to submit the following Capital Funding Request:

Explanation: Subject equipment has reached its useful life. It would be more efficent to replace than continue to repair.
Funding would come from Hwy Dept Fund Balance.

Asset	#	Asset #	Purch Date	Age	Comments	Estimated Cost	Funding Source
PICKUPS:							
97 F250 FORD TRUCK	25	3242	08/13/97	17 yr	Useful life for autos/pick-ups - 5 yr:	$ 40,000.00	Fund Balance
DUMP TRUCKS:							
93 GMC DUMP TRUCK	12	3192	6/30/92	21 yr	Useful life for dump trucks - 15 yr:	$ 140,000.00	Fund Balance
93 GMC DUMP TRUCK	14	3193	06/30/92	21 yr	Useful life for dump trucks - 15 yr:	$ 140,000.00	Fund Balance
BACKHOE:							
JDEERE BACKHOE LOADER	TO310CA758887	3158	6/30/89	24 yr	Useful life for backhoes - 15 yr:	$ 100,000.00	Fund Balance
TRACTORS W/BUSHHOG:							
6200 JOHN DEERE BUSHOG	L06200H119979	3216	6/30/94	19 yr	Useful life for tractors - 10 yr:	$ 70,000.00	Fund Balance
7700 JD TRACTOR & BUSHOG	RWSG050020016	3217	34515	19 yr	Useful life for tractors - 10 yr:	$ 70,000.00	Fund Balance
7700 JD TRACTOR & BUSHOG	RWSG050020017	3218	34515	19 yr	Useful life for tractors - 10 yr:	$ 70,000.00	Fund Balance
WATER TRUCK:							
WATER TRUCK	53	3954	31958	26 yr	Useful life for water trucks - 15 yr:	$ 150,000.00	Fund Balance
					Total	$ 780,000.00	

6/30/14
11:45 a.m.
JW

Resolution No. 7-14-11
Requested by: Budget Director

RESOLUTION APPROPRIATING AND AMENDING THE 2014-15 HIGHWAY DEPARTMENT BUDGET BY $50,000 AND RELATED OPERATING TRANSFERS FOR PAVING EXPENSES - REVENUES TO COME FROM HIGHWAY PRIVILEGE TAX FUNDS

WHEREAS, the Williamson County Highway Commission annually submits a list of projects within their respective districts to be earmarked for paving projects throughout the upcoming fiscal year; and,

WHEREAS, these lists have been submitted and sufficient funds are available within the Highway Privilege Tax account to be utilized to offset the costs of these paving expenses;

NOW, THEREFORE, BE IT RESOLVED, that 2014-15 Highway budget be amended, as follows:

EXPENDITURES:	
Asphalt-Hot Mix 131.62000.540400.00000.00.00.00	$ 50,000
Transfer In 131.00000.498000.00000.00.00.00	$ 50,000
REVENUES:	
Highway Privilege Taxes 171.00000.351500.00000.00.00.00	$ 50,000
Transfer Out 171.91200.559000.00000.00.00.00 PR 500	$ 50,000

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission	For 5	Against 0
Budget Committee	For 5	Against 0

Commission Action Taken: For_____ Against_____ Pass_____ Out_____

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

DianeG\Resolutions\AmendHwyPTax-PavingJuly14

6/30/14
11:45 a.m.
JW

Resolution No. 7-14-12
Requested by: Budget Director

RESOLUTION AMENDING THE FIVE YEAR CAPITAL IMPROVEMENTS BUDGET AND APPROPRIATING UP TO $150,000 RECREATION PRIVILEGE TAX FUNDS FOR THE PURCHASE OF VARIOUS PARKS & RECREATION EQUIPMENT

WHEREAS, the Parks & Recreation Department continues to have increasing demands for services throughout the County; and,

WHEREAS, funds are expended for additional amenities at all parks and facilities which include, but not limited to; safety netting, new fencing, new bleacher, electrical work, signs, landscaping, playground equipment, benches, pavilions and small construction projects;

NOW, THEREFORE, BE IT RESOLVED, that the Five (5) Year Capital Improvements Budget be amended as follows:

REVENUES:
Recreation Privilege Tax Funds $ 150,000
171.00000.351400.00000.00.00.00

EXPENDITURES:
Parks & Facilities Amenities $ 150,000
171.91150.579900.00000.00.00.00 PR412

Arlene K. Cooke
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks & Recreation Committee:	For 6	Against 0		
Budget Committee:	For 5	Against 0		
Commission Action Taken:	For ____	Against ____	Pass ____	Out ____

Elaine Anderson - County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

DianeG\Resolutions\RecPrivTaxP&REqptJuly14

6/30/14
11:45 a.m.

Resolution No. 7-14-13
Requested by: Budget Director

RESOLUTION AMENDING THE 2014-15 CAPITAL PROJECTS BUDGET BY $100,000 FOR BALL FIELD LIGHTING AT CHEEK PARK - REVENUES TO COME FROM RECREATION PRIVILEGE TAX AND GENERAL PURPOSE SCHOOL FUND DONATIONS

WHEREAS, Joel Cheek Park is a facility of the Williamson County Parks and Recreation Program; and,

WHEREAS, located adjacent to Franklin High School, the facility serves as the home field for the Franklin High School softball team games and practices; and;

WHEREAS, there is a need to replace the 18 year old lighting utilized on the field and Williamson County School Board has agreed to a 50/50 cost share in the replacement of the field lighting;

NOW, THEREFORE, BE IT RESOLVED, that the 2014-15 Capital Projects budget be amended, as follows:

REVENUES:

Recreation Privilege Tax Funds 171.00000.351400.00000.00.00.00	$ 50,000
Donation-GPSchool Fund 171.00000.486100.00000.00.00.00	$ 50,000
	$100,000

EXPENDITURES:

Other Capital Outlay-Parks Facilities 171.91150.579900.00000.00.00.00.PR412	$ 50,000
Other Capital Outlay-Parks Facilities 171.91150.579900.00000.00.00.00.C0013	$ 50,000
	$100,000

Arlene K. Coulter
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:
Parks & Recreation Committee: For 6 Against 0
Budget Committee: For 5 Against 0
Commission Action Taken: For _____ Against _____ Pass_____ Out_____

Elaine Anderson - County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

DianeG\resolutions\CapProjects-P&R-FieldLighting

6/30/14
11:45 a.m.

Resolution No. 7-14-14
Requested by: Animal Control Director

RESOLUTION APPROPRIATING FUNDS AND AMENDING THE 2014-2015 WILLIAMSON COUNTY ANIMAL CONTROL BUDGET BY $9,400 – REVENUES TO COME FROM DONATIONS – FUNDS TO BE EARMARKED FOR THE PROVISION OF A PART-TIME ANIMAL CONTROL EMPLOYEE

WHEREAS, Williamson County operates an animal control and adoption center; and

WHEREAS, in 2010 Williamson Animal Services, Inc. was formed as a non-profit entity that has as part of its mission the support of programs of Williamson County's Animal Control and Adoption Center (WCAC); and

WHEREAS, since its creation, Williamson Animal Services, Inc. has worked with WCAC for the benefit of animals in Williamson County in relation to animal welfare, animal adoption and spay/neuter; and

WHEREAS, *Tennessee Code Annotated, Section 5-8-101, et. seq.* provides that a county government may accept donations subject to conditional or restrictive terms if the county legislative body accepts them by majority vote; and

WHEREAS, it has become apparent that in order to further its mission, WCAC requires the services of an additional part-time veterinary technician to assist the staff veterinarian with preparing animals for surgery, monitoring anesthesia, cleaning instruments, assist with health checks, testing and microchipping of shelter animals and documenting medical treatment; and

WHEREAS, in response to concerns that funding for a veterinary technician is needed, so that the health and adoptability of shelter animals will be maximized; Williamson Animal Services, Inc. agreed to donate $5,000 to fund a part-time position for a portion of the 2013-2014 fiscal year; and

WHEREAS, need for such a position continues to exist, funds are not otherwise available in the established budget, and Williamson Animal Services is willing to fund the position for the 2014-2015 fiscal year, in the amount of $9,400; and

WHEREAS, the part-time employee shall be hired or retained with the assistance of the Williamson County Human Resources Department in accordance with the County Personnel policies and shall be a part-time Animal Control employee under the direction and supervision of the Animal Control Director; and

WHEREAS, the Animal Control Director shall have the same authority with regard to the conditions of employment, activities and direction of said employee as with any other employee, subject to the provision that the employee's activities shall serve the purposes outlined in this resolution;

WHEREAS, should funding cease to be available or if no further donations are given for the provision of the part-time position, the position will cease to exist; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to accept the donation from Williamson Animal Services, Inc., conditioned on the funds being used for the provision of a part-time Animal Control employee as outlined herein:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of July, 2014, on behalf of the Williamson County Animal Control Department accepts the donation of $9,400 from Williamson Animal Services, Inc., for the purpose of providing a part-time veterinary technician to serve at the discretion of the Animal Control Director and under the supervision of the shelter veterinarian consistent with the purposes of this resolution;

BE IT FURTHER RESOLVED, that if funds from the donation remain at the end of the fiscal year; those funds may be carried over in the following fiscal year for the same purpose as outlined herein; but should the funds be exhausted and no further funding or donations are made for the provision of the position, the position will cease to exist;

AND BE IT FURTHER RESOLVED, that the 2014-15 Williamson County Budget be amended, as follows:

Revenues
Donations
101.00000.486109.00000.00.00.00 — $9,400

Expenditures
Part-time Personnel
101.55120.516900.00000.00.00.00 — $9,400

County Commissioner

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Human Resources Committee	For 4	Against 0	Pass ____	Out ____
Budget Committee	For 5	Against 0	Pass ____	Out ____
Public Health Committee	For 4	Against 0	Pass ____	Out ____
Commission Action Taken:	For ____	Against ____	Pass ____	Out ____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

AnimalControl PT Employee Donations

6/30/14
ENTERED 11:45 a.m.
JW

Resolution No. 7-14-15
Requested by: Juvenile Services

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT OF CHILDREN'S SERVICES AND APPROPRIATING AND AMENDING THE 2014-15 JUVENILE COURT BUDGET BY $128,000 – REVENUES TO COME FROM STATE GRANT FUNDS

WHEREAS, Williamson County Juvenile Court applied to the State of Tennessee Department of Children's Services Community Intervention Services Grant Program, for funding to establish an Intensive Probation program; and

WHEREAS, the State of Tennessee Department of Children's Services has awarded Williamson County a grant in the amount of $128,000 for salaries, benefits, taxes, operations and training for this program; and

WHEREAS, this program will consist of the addition of two (2) probation officers, not to exceed $42,000 each, that will be responsible for oversight of children involved in Juvenile Court; and

WHEREAS, the funding for these positions will be derived from State Grant Funds and requires no matching funds from the County; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into the grant agreement with the State of Tennessee Department of Children's Services; and

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of July, 2014, authorizes the Williamson County Mayor to execute a grant agreement with the State of Tennessee Department of Children's Services, as well as all other related documents necessary to receive the grant funding for fiscal year 2014-15;

AND, BE IT FURTHER RESOLVED, that the 2014-15 Juvenile Court budget be amended to encompass the grant funding, as follows:

Revenues	
Juvenile Court Grant	$128,000
101.00000.469800.00000.00.00.00.G0031	
Expenditures	
Contract w/ Govt. Agency – Juvenile Court Grant	$128,000
101.54240.530900.00000.00.00.00.G0031	

Mary Brackman
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Human Resources Committee	For 4	Against 0		
Law Enforcement/Public Safety Committee	For 5	Against 0		
Budget Committee	For 5	Against 0		
Commission Action Taken:	For ___	Against ___	Pass ___	Out ___

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

JuvCourt2014-15ProbationOfficerGrant$128,000

6/30/14
11:45 a.m

Resolution No. 7-14-16
Requested by: Director-Office of Public Safety

RESOLUTION APPROPRIATING AND AMENDING THE 2014-15 OFFICE OF PUBLIC SAFETY AND INFORMATION TECHNOLOGY BUDGETS BY $ 200,000 - REVENUES TO COME FROM UNAPPROPRIATED COUNTY GENERAL FUNDS

WHEREAS, Williamson County, ("County"), is a governmental entity of the State of Tennessee and, as such, is authorized to enter into grant agreements with state agencies; and

WHEREAS, Williamson County entered into a lease agreement for certain real property owned by Lojac Construction for the location of emergency response operations for fire and emergency response purposes; and

WHEREAS, throughout the duration of the said lease, Williamson County will be responsible for the payment of certain utility and operating costs associated with the facility; and

WHEREAS, these funds are not included within the Office of Public Safety and Information Technology Department operating budgets;

NOW, THEREFORE, BE IT RESOLVED, that the 2014-15 Office of Public Safety budget be amended as follows:

REVENUES:	
Unappropriated County General Funds	$ 200,000
(101.00000.390000.00000.00.00.00)	
OFFICE OF PUBLIC SAFETY EXPENDITURES:	
Operating Lease Payments	$ 168,000
(101.54900.533000.00000.00.00.00)	
Communication	2,640
(101.54900.530700.00000.00.00.00)	
Electricity	20,725
(101.54900.541500.00000.00.00.00)	
Natural Gas	5,635
(101.54900.543400.00000.00.00.00)	$ 197,000
INFORMATION TECHNOLOGY EXPENDITURES:	
Communication	$ 3,000
(101.51760.530700.00000.00.00.00)	
	$ 200,000

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enfct/Public Safety Cmte.	For 5	Against 0		
Budget Committee	For 5	Against 0		
Commission Action Taken:	For ____	Against ____	Pass ____	Out ____

Elaine Anderson - County Clerk

Commission Chairman

Rogers C. Anderson - County Mayor

Date

(Amend-Public Safety-Operations-LojacBldg)

6/30/14
11:45 a.m.

Resolution No. 7-14-17
Requested by: Register of Deeds

RESOLUTION APPROPRIATING AND AMENDING THE 2014-15 REGISTER OF DEEDS' BUDGET BY $70,700 - REVENUES TO COME FROM DOCUMENT RECORDING FEES

WHEREAS, Public Chapter 870 of the 1998 General Assembly established an additional recording fee of $2 per legal document recorded in the Register's Office; and,

WHEREAS, this additional recording fee is receipted and earmarked for the specific purpose of purchasing equipment, upgrading existing equipment, related maintenance and operating costs associated with the Register of Deeds' Office; and,

WHEREAS, there is a need to provide funding for certain office equipment and related maintenance and part-time operating costs for the Register of Deeds' Office to be able to process the increased volume of documents being recorded each day;

NOW, THEREFORE, BE IT RESOLVED, that the **2014-15** Register of Deeds Budget be amended as follows:

REVENUES:	
Register of Deeds Document Recording Fees Reserve Account 101.00000.341610.00000.00.00.00	**$ 70,700**
EXPENDITURES:	
Part-time Pay 101.51600.516901.00000.00.00.00	6,000
Lease Payments 101.51600.533001.00000.00.00.00	9,500
Maintenance & Repairs-Ofc. Equipment 101.51600.533701.00000.00.00.00	40,200
Capital Outlay-Data Processing Equipment 101.51600.570901.00000.00.00.00	15,000
	$ 70,700

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:
Budget Committee For 5 Against 0
Commission Action Taken: For____ Against ____ Pass____ Out____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date

DianeG\Resolutions\RegDeedsCmptrEqptPT-July14

Resolution No. 7-14-18
Requested by: Animal Control Director

6/30/14
11:45 a.m
JW

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT OF HEALTH AND APPROPRIATING AND AMENDING THE 2014-15 ANIMAL CONTROL BUDGET BY $3,500 – REVENUES TO COME FROM STATE GRANT FUNDS

WHEREAS, Williamson County Animal Control applied to the State of Tennessee Department of Health Animal Friendly Grant Program, for funding to provide low cost sterilization of dogs and cats; and

WHEREAS, the State of Tennessee Department of Health has awarded Williamson County a grant in the amount of $3,500 for this program; and

WHEREAS, the grant requires no matching funds from the County; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into the grant agreement with the State of Tennessee Department of Health:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of July, 2014, authorizes the Williamson County Mayor to execute a grant agreement with the State of Tennessee Department of Health, as well as all other related documents necessary to receive the grant funding;

AND, BE IT FURTHER RESOLVED, that the 2014-15 Animal Control budget be amended to encompass the grant funding:

REVENUES
Other State Grant-Animal Control $3,500
101.00000.469800.00000.00.00.00.G0004

EXPENDITURES
Drugs & Medical Supplies $3,500
101.55120.541300.00000.00.00.00

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee:	For 5	Against 0	Pass ____	Out ____
Commission Action Taken:	For ___	Against ____	Pass ____	Out ____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

DianeG\Resolutions\AnimalControlGrant$3,500July2014

6/30/14
11:45 a.m.
JW

Resolution No. 7-14-19
Requested by: County Clerk

RESOLUTION APPROPRIATING AND AMENDING THE 2014-15 COUNTY CLERK'S BUDGET BY $25,136 - REVENUES TO COME FROM RESERVE ACCOUNT

WHEREAS, the County Clerk's Office is in need of various computer and printing equipment and supplies; and,

WHEREAS, there are reserve funds available for the purchase of this equipment which are derived from filing fees;

NOW, THEREFORE, BE IT RESOLVED, that the 2014-15 County Clerk's Office budget be amended, as follows:

REVENUES:	
Automatic Reserve County Clerk	
101.00000.341690.00000.00.00.00	$ 25,136
EXPENDITURES:	
Maintenance Office Equipment	
101.52500.533701.00000.00.00.00	$ 7,436
Office Equipment	
101.52500.571901.00000.00.00.00	$ 17,700
	$ 25,136

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:
Budget Committee: For 5 Against 0
Commission Action Taken: For _____ Against _____ Pass_____ Out_____

Elaine Anderson County Clerk

Commission Chairman

Rogers C. Anderson - County Mayor

Date

DianeG/Resolutions/CountyClerkComputerEquipJuly2014

6/30/14
11:45 a.m
JW

Resolution No. 7-14-20
Requested by: Clerk and Master

RESOLUTION APPROPRIATING AND AMENDING THE 2014-15 CLERK AND MASTER'S BUDGET BY $12,250 - REVENUES TO COME FROM RESERVE ACCOUNT

WHEREAS, the Clerk and Master's Office is in need of software support for the continued operations of the Clerk and Master's office; and,

WHEREAS, there are reserve funds available for the purchase of this software support which are derived from data entry fees;

NOW, THEREFORE, BE IT RESOLVED, that the 2014-15 Clerk and Master's Office budget be amended, as follows:

REVENUES:
Clerk & Master's Data Entry Fee Reserve
101.00000.341660.00000.00.00.00 $ 12,250

EXPENDITURES:
Software Support $ 12,250
101.53400.533701.00000.00.00.00

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:
Budget Committee: For 5* Against 0 *As amended
Commission Action Taken: For _____ Against _____ Pass_____ Out_____
*As amended - Add an additional $750 for a total of $13,000

Elaine Anderson - County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson - County Mayor

Date

DianeG\Resolutions\ClerkandMaster-ReserveAcct2014-15

6/30/14
11:45 a.m.
JW

Resolution No. 7-14-21
Requested by: Circuit Court Clerk

RESOLUTION APPROPRIATING AND AMENDING THE 2014-15 CIRCUIT COURT CLERK'S BUDGET BY $35,000 - REVENUES TO COME FROM RESERVE ACCOUNT

WHEREAS, the Circuit Court Clerk's Office is in need of office equipment for the continued operations of the Clerk's office; and,

WHEREAS, there are reserve funds available for the purchase of this equipment which are derived from filing fees;

NOW, THEREFORE, BE IT RESOLVED, that the 2014-15 Circuit Court Clerk's Office budget be amended, as follows:

REVENUES:

Circuit Clerk Data Reserve 101.00000.341620.00000.00.00.00	$ 10,000
GenSessions Criminal Clerk Data Reserve 101.00000.341630.00000.00.00.00	$ 15,000
GenSessions Civil Clerk Data Reserve 101.00000.341640.00000.00.00.00	$ 10,000
	$ 35,000

EXPENDITURES:

Office Equipment 101.53100.571901.00000.00.00.00	$ 35,000

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee: For 5 Against 0
Commission Action Taken: For _____ Against _____ Pass_____ Out_____

Elaine Anderson - County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson - County Mayor

Date

DianeG\Resolutions\CirCtClerkBudget-ReserveAcct2014-15

6/30/14
11:45 a.m.
JW

Resolution No. 7-14-22
Requested by: DUI Court

RESOLUTION ACCEPTING A DONATION FROM THE DUI COURT FOUNDATION OF WILLIAMSON COUNTY, INC. AND APPROPRIATING AND AMENDING THE 2014-15 WILLIAMSON COUNTY GENERAL SESSIONS COURT BUDGET BY $15,200
REVENUES TO COME FROM DONATIONS

WHEREAS, *Tennessee Code Annotated, Section 5-8-101,* provides that a county government may accept donations of money that are subject to conditional or restrictive terms if the county legislative body accepts them by majority vote; and

WHEREAS, the Williamson County General Sessions Court operates a DUI Court whose mission is to enhance public safety through the reduction of reoffending DUI offenses; and

WHEREAS, the DUI Court Foundation of Williamson County, Inc., formally the Restorative Justice Foundation, supports the Williamson County DUI Court program including securing funds and financial aid for the operation and expansion of the DUI Court; and

WHEREAS, the DUI Court Foundation of Williamson County, Inc., has expressed its intent to donate $15,200.00 to be used for the benefit of the DUI Court; and

WHEREAS, the Williamson County Board of Commissioners finds that it is in the best interest of the citizens of Williamson County to accept the donation from the DUI Court Foundation of Williamson County, Inc. for the benefit of the DUI Court:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of July, 2014, accepts the generous donation on behalf of the Williamson County General Sessions Court of $15,200.00 from the DUI Court Foundation of Williamson County, Inc., to be used for the benefit of the Williamson County DUI Court;

AND BE IT FURTHER RESOLVED, that the 2014-15 General Sessions Court Budget be amended, as follows:

Revenues:	
Donations (101.00000.486100.00000.00.00.00)	$15,200
Expenditures:	
Contract With DUI Court-Donation (101.53300.530902.00000.00.00.00)	$15,200

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee	For 5	Against 0	Pass ____	Out ____
Budget Committee	For 5	Against 0	Pass ____	Out ____
Commission Action Taken:	For ___	Against ____	Pass ____	Out ____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

(DUICourtDonation$15,200DUIFoundationJuly14)

6/30/14
11:45 a.m.

Resolution No. 7-14-23
Requested by: W. C. School Budget Director

RESOLUTION OF THE GOVERNING BODY OF WILLIAMSON COUNTY, TENNESSEE, AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF INTEREST-BEARING 2014-15 GENERAL PURPOSE SCHOOL FUND TAX ANTICIPATION NOTES NOT TO EXCEED FIFTEEN MILLION ($15,000,000) DOLLARS

WHEREAS, the Governing Body of Williamson County, Tennessee, (the "Local Government") has determined that it is necessary and desirable to borrow a limited amount of funds to meet appropriations made for the General Purpose School Fund (the "Fund") for the current fiscal year, being July 1, 2014, through June 30, 2015, inclusive, (the "Fiscal Year"), in anticipation of the collection of taxes and revenues for the Fund during the Fiscal Year; and

WHEREAS, under the provisions of Part I, IV, and VIII of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to issue and sell interest-bearing tax anticipation notes in amounts not exceeding sixty percent (60%) of the Fund appropriation for the Fiscal Year upon the approval of the State Director of Local Finance; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance and sale of tax anticipation notes;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of Williamson County, Tennessee, as follows:

Section 1. That, for the purpose of providing funds to meet certain appropriations for the Fiscal Year, the County Mayor of the Local Government is hereby authorized in accordance with the terms of this Resolution to issue and sell interest-bearing tax anticipation notes in a principal amount not to exceed **Fifteen Million Dollars ($15,000,000)** (the "Notes") by interfund loan from the School Debt Service Fund or such other fund designated by the County Mayor of the Local Government, or at either a competitive public sale or at a private negotiated sale upon approval of the State Director of Local Finance pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated **"General Purpose School Fund Tax Anticipation Notes, Series 2015"**; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than par value and accrued interest; and shall bear interest at a rate or rates not to exceed the legal limit provided by law.

Section 2. That, the sum of the principal amount of the Notes, together with the principal amount or amounts of any prior tax anticipation notes issued during the Fiscal Year, does not exceed sixty percent (60%) of the Fund appropriation for the Fiscal Year.

Section 3. That, the Notes may be renewed from time to time and money may be borrowed from time to time for the payment of any indebtedness evidenced by the Notes; provided, that the Notes and any renewal notes shall mature and be paid in full without renewal on or before the end of the Fiscal Year. If the Local Government overestimates the amount of taxes and revenue collected for the Fiscal Year and it becomes impossible to retire the Notes and all renewal notes prior to the close of the Fiscal Year, then the Local Government shall apply to the State Director of Local Finance within ten (10) days prior to the close of the Fiscal year for permission to issue funding bonds to cover the unpaid Notes in the manner provided by Title 9, Chapter 11 of Tennessee Code Annotated or as otherwise provided for in a manner approved by the State Director of Local Finance.

Section 4. That, the Notes shall be secured solely by the receipt of taxes and revenues by the Fund during the Fiscal Year.

Resolution No. _____
Continued

Section 5. That, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption without a premium.

Section 6. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the County Mayor of the Local Government and the manual signature of the County Clerk with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the County Trustee of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the County Trustee of the Local Government and shall be paid out for the purpose of meeting Fund appropriations made for the Fiscal Year in anticipation of the collection of revenues and taxes pursuant to this Resolution and as required by law.

Section 7. That, the Notes shall be in substantially the form attached hereto and shall recite that notes are issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated.

Section 8. That the Notes shall be sold only after the receipt of the approval of the State Director of Local Finance for the sale of the Notes.

Section 9. That the County Mayor and the County Clerk, and all other officers of the County are hereby authorized and directed to take such actions and execute such documents as may be necessary or advisable in order to carry out the purposes of this Resolution.

Section 10. That, all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this 14th day of July, 2014.

Bob Barnwell
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Education Committee For 5 Against 0
Budget Committee For 5 Against 0
Commission Action Taken: For_____ Against_____ Pass_____ Out_____

Elaine Anderson - County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

(CONotes\TaxAntNoteGPSchlFund14-15)

6/30/14
11:45 a.m.

RESOLUTION NO. 7-14-24
Requested by: Board of Education

RESOLUTION REQUESTING AN INTENT TO FUND IN THE AMOUNT OF $4,000,000 FOR THE WILLIAMSON COUNTY BOARD OF EDUCATION 2014-2015 CAPITAL NEEDS

WHEREAS, there is a need for capital expenditures within the maintenance and technology departments of the Board of Education and is being requested as an intent to fund as follows:

	Rural Debt	General Debt
Total Maintenance Department	1,025,500	974,500
Total Technology Department	1,721,500	278,500
Total Capital Request	**$4,000,000**	

NOW, THERFORE BE IT SO RESOLVED, that the Williamson County Board of County Commissioners' meeting in regular session on July 14, 2014 approve **$4,000,000** as noted in the projects above and take the appropriate actions that are necessary to fund this amount.

BE IT ALSO FURTHER RESOLVED, that the County *may* fund the $4,000,000 in anticipation of the issuance of tax exempt bonds, with the expectation that the County will reimburse itself for any funding with the proceeds of the tax-exempt bond issues; and that this resolution shall be placed in the minutes of the Williamson County Board of County Commissioners and made available for inspection by the general public at the office thereof; and that this resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Bob Barnwell
Commissioner

Committees Referred to & Action Taken

1. School Board	Yes 12	No 0
2. Education	Yes 5	No 0
3. Budget	Yes 5	No 0
COMMISSION ACTION TAKEN:	Yes ____	No ____

Elaine Anderson-County Clerk

Jack Walton, Commission Chairman

Date

Rogers Anderson-County Mayor

07.14.ITF CAPITAL NEEDS.docx

6/30/14
INTERED 11:45 a.m.

Resolution No. 7-14-25
Requested by: Budget Director

RESOLUTION OF THE INTENT TO FUND CERTAIN COUNTY GENERAL
PROJECTS TOTALING $2,672,200 IN A 2014 BOND ISSUE

WHEREAS, during the annual budget review process, there are a number of capital expenditure items presented for funding approval from various departments; and,

WHEREAS, these items are reviewed individually and the Budget Committee makes recommendation on funding sources, based on availability of funding; and,

WHEREAS, the following items were determined to be funded through a bond issue:

• Information Technology o Network Capital Upgrades	$400,000
• County Buildings o County Property Roof Repairs, Repairs, Wing Renovation	$320,000
• Sheriff Field Division o Patrol Vehicles (20)	$650,000
• Sheriff Field Division o Car Camera Replacement, Computer Upgrades, GPS Units	$160,000
• Sheriff Detention o Locking System Jail & Juvenile, Tazers, Inmate Mattresses	$351,000
• Juvenile Services & Juvenile Court o Upgrade Computer Software	$150,000
• Office Of Public Safety o Equipment & Software	$476,200
• Parks & Recreation o Various Facility Renovations	$165,000
	$ 2,672,200

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, meeting in regular session this the 14th day of July, 2014, hereby expresses its intent to fund the aforementioned items in a 2014, bond issue;

AND BE IT FURTHER RESOLVED, that the County may fund the **$2,672,200** in anticipation of the issuance of tax exempt bonds, with the expectation that the county will reimburse itself for any funding with the proceeds of the tax-exempt bond issues; and that this resolution shall be placed in the minutes of the Williamson county Board of County Commissioners and made available for public inspection by the general public at the office thereof; and that this resolution constitutes a declaration of official intent under Treas. Reg.§1.150-2.

County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner

Committees Referred To & Action Taken:
Property Cmte. For 6 Against 0 Parks & Rec Cmte For 6 Against 0
Law Enfct/Public Safety Cmte. For 5 Against 0
Budget Committee For 5 Against 0
Commission Action Taken: For ___ Against ___ Pass ___ Out ___

Elaine Anderson - County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

DianeG\Resolutions\Intent-BondIssueFall2014

6/30/14
11:45 a.m.

Resolution No. 7-14-26
Requested by: Budget Director

RESOLUTION OF THE INTENT TO FUND $4,745,000 FOR CERTAIN PUBLIC SAFETY PROJECTS FOR WILLIAMSON COUNTY – REVENUES TO BE DERIVED FROM DONATIONS AND FUNDS RECEIVED FROM A 2014 BOND ISSUE

WHEREAS, in 2009, a task force comprised of representatives from emergency management, fire departments, emergency communications, emergency medical services, law enforcement, local and state leaders and community residents met to review and discuss the overall operations and facilities of law enforcement and emergency response agencies within the county; and,

WHEREAS, various changes have occurred as a result of the recommendations of the task force, including changes in structure, organization, management, training and procedures; and,

WHEREAS, there is an on-going need to address facility improvements and enhancements to adequately meet the increasing needs of the emergency response agencies within the county; and,

WHEREAS, with County Commission approval, Williamson County purchased property along the SR840 corridor (Goose Creek area) for the construction of a new facility to assist emergency response personnel in decreasing response times along the southern end of the county, thus reducing ISO ratings and insurance rates in the community; and,

WHEREAS, with sale of certain real property owned by the Williamson County Rescue Squad, there are $800,000 in funds available to be donated towards a new facility and $700,000 remaining from funds allocated for the land purchase; and,

WHEREAS, with County Commission approval, Williamson County is entering in to a long-term lease of a facility near the downtown vicinity (formerly Lojac) to house additional emergency response equipment and personnel to assist in meeting response times in the same radius as the former facility;

WHEREAS, it appears to be advantageous to provide funding for these items, to be derived from a 2014 bond issue, as follows:

• Office of Public Safety – Goose Creek Emerg Response Facility	$4,200,000
• Office of Public Safety – Downs Blvd Facility Renovation	545,000
	$4,745,000

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, meeting in regular session this the 14th day of July, 2014, hereby expresses its intent to fund the aforementioned items in a 2014 bond issue;

AND BE IT FURTHER RESOLVED, that the County may fund the **$4,745,000** in anticipation of the issuance of tax exempt bonds, with the expectation that the county will reimburse itself for any funding with the proceeds of the tax-exempt bond issues; and that this resolution shall be placed in the minutes of the Williamson county Board of County Commissioners and made available for public inspection by the general public at the office thereof; and that this resolution constitutes a declaration of official intent under Treas. Reg.§1.150-2.

County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner
County Commissioner

Committees Referred To & Action Taken:

Property Cmte.	For 6	Against 0		
Law Enfct/Public Safety Cmte.	For 5	Against 0		
Budget Committee	For 5	Against 0		
Commission Action Taken:	For ___	Against ___	Pass_____	Out_____

Elaine Anderson - County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

DianeG\Resolutions\Intent-BondIssueFallPublicSafetyProj2014

6/30/14
11:45 a.m.

Resolution No. 7-14-27
Requested by: Budget Director

RESOLUTION OF THE INTENT TO FUND CERTAIN PARKS AND RECREATION PROJECTS FOR WILLIAMSON COUNTY – REVENUES TO BE DERIVED FROM FUNDS RECEIVED FROM A 2014 BOND ISSUE

WHEREAS, Williamson County is the owner of Academy Park, commonly known as the old BGA Campus; and,

WHEREAS, in 2011, a task force comprised of staff, local leaders and community residents met to review and discuss best uses of the property; and,

WHEREAS, the parks and recreation department continued to experience increased participation and continued success with the theatre programming and there are less opportunities to utilize facilities in existing county facilities for the annual performances; and,

WHEREAS, there is an on-going need to provide an expanded facility, adequate to meet the increasing needs of the senior population within the county; and,

WHEREAS, the Academy Park Task Force reviewed the needs for both of these services, based on current and projected needs and ultimately recommended that the Academy Park location should serve as the home of a new senior citizens enrichment facility and a community theatre; and,

WHEREAS, it appears to be advantageous to provide funding for these items, to be derived from a 2014 bond issue, as follows:

• Parks & Recreation – Academy Park Enrichment Center	$6,073,000
• Parks & Recreation – Academy Park Theatre	$3,205,000
	$9,278,000

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, meeting in regular session this the 14th day of July, 2014, hereby expresses its intent to fund the aforementioned items in a 2014 bond issue;

AND BE IT FURTHER RESOLVED, that the County may fund the **$9,278,000** in anticipation of the issuance of tax exempt bonds, with the expectation that the county will reimburse itself for any funding with the proceeds of the tax-exempt bond issues; and that this resolution shall be placed in the minutes of the Williamson county Board of County Commissioners and made available for public inspection by the general public at the office thereof; and that this resolution constitutes a declaration of official intent under Treas. Reg.§1.150-2.

Dwight Jones County Commissioner	John Dancock County Commissioner
Bob Barnwell County Commissioner	[illegible] County Commissioner
Andy Hayes County Commissioner	[illegible] County Commissioner
Mary Brockman County Commissioner	[illegible] County Commissioner
Jack Walton County Commissioner	[illegible] County Commissioner
Arlene K. Cooke County Commissioner	Doris Terrytown County Commissioner
Rocky D. Jones County Commissioner	[illegible] County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For 6	Against 0		
Parks & Recreation Committee	For 5	Against 1		
Budget Committee	For 5	Against 0		
Commission Action Taken:	For ___	Against ___	Pass ___	Out ___

Elaine Anderson - County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

DianeG\Resolutions\Intent-BondIssueFallParks&Rec2014

6/30/14
11:45 a.m.

RESOLUTION NO. 7-14-28
Requested by: Finance Director

AN INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $17,000,000 GENERAL OBLIGATION BONDS OF WILLIAMSON COUNTY, TENNESSEE

BE IT RESOLVED by the Board of County Commissioners of Williamson County, Tennessee (the "County") that for the purpose of providing funds for (A) acquisition of land and site preparation for and the design, construction, repair, improvements, renovations and equipping of a senior enrichment center and community theatre at Academy Park; (B) acquisition of land and site preparation for and the design, construction, repair, improvements, renovations and equipping of various public safety buildings and facilities; (C) acquisition of land and site preparation for and the design, construction, repair, improvement, renovations and equipping of governmental facilities including, but not limited to, county buildings; sheriff facilities, juvenile services and juvenile court facilities, public safety offices, parks and recreation facilities; (D) purchase of vehicles and equipment for the sheriff department; (E) acquisition of property real and personal appurtenant to the foregoing; (F) payment of engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); (G) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (H) payment of costs incident to the issuance and sale of the bonds authorized herein; there shall be issued bonds of said County in the aggregate principal amount of not to exceed $17,000,000, which shall bear interest at a rate or rates per annum not to exceed the maximum rate or rates permitted by Tennessee law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Williamson County, Tennessee that the County Clerk be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed $17,000,000 general obligation bonds to be published in full in a newspaper having a general circulation in the County, for one issue of said paper followed by the statutory notice, to-wit:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the County shall have been filed with the County Clerk protesting the issuance of the bonds, such bonds will be issued as proposed.

Elaine H. Anderson, County Clerk

Adopted and approved this 14th day of July, 2014.

_____
Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:
Budget Committee: For __5__ Against __0__
COMMISSION ACTION TAKEN: For ___ Against ____ Pass ____ Out ____
Abstain _____ Absent ____

_____
Elaine H. Anderson, County Clerk

_____
Commission Chairman

_____
Rogers Anderson, County Mayor

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

I, Elaine H. Anderson, certify that I am the duly qualified and acting County Clerk of Williamson County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular called meeting of the governing body of the County held on July 14, 2014; 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 $17,000,000 General Obligation Bonds of said County.

WITNESS my official signature this _____ day of _____, 2014.

_____
County Clerk

(SEAL)

13210681.1

Williamson County

General Obligation Initial Resolution Non-School Projects

Academy Park Enrichment Center	6,073,000.00
Academey Park Theatre	3,205,000.00
Goose Creek Emergency Facility	4,200,000.00
Downs Blvd Facility Renovation	545,000.00
General Government Capital Request	2,672,200.00
Total	16,695,200.00

6/30/14
11:45 a.m.
JW

RESOLUTION NO. 7-14-29
Requested by: Finance Director

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF NOT TO EXCEED $36,500,000 OF GENERAL OBLIGATION BONDS OF WILLIAMSON COUNTY, TENNESSEE; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS

WHEREAS, pursuant to Section 9-21-101, et seq., Tennessee Code Annotated and Sections 49-3-1001, et seq., Tennessee Code Annotated, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties to finance public works projects and school projects; and

WHEREAS, the Board of County Commissioners (the "Governing Body") of Williamson County, Tennessee (the "County") hereby determines that it is necessary and desirable to issue general obligation bonds of the County to provide the funds necessary to finance (A) (i) acquisition of land and site preparation for and the design, construction, repair, improvements, renovations and equipping of a senior enrichment center and community theatre at Academy Park; (ii) acquisition of land and site preparation for and the design, construction, repair, improvements, renovations and equipping of various public safety buildings and facilities; (iii) acquisition of land and site preparation for and the design, construction, repair, improvement, renovations and equipping of governmental facilities including, but not limited to, county buildings; sheriff facilities, juvenile services and juvenile court facilities, public safety offices, parks and recreation facilities; (iv) purchase of vehicles and equipment for the sheriff department, including the installation thereof; (v) acquisition of property real and personal appurtenant to the foregoing; (vi) payment of engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Public Improvement Projects"); (B) (i) the acquisition of land and site development for and the design, construction, renovation, repair, improvement and equipping of high schools and related facilities; and (ii) the acquisition of property real and personal appurtenant to the foregoing; (iii) payment of engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "School Projects" and together with the Public Improvement Projects, the "Projects"); (C) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (D) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, an Initial Resolution proposing the issuance of not to exceed $17,000,000 in aggregate principal amount of general obligation bonds, the proceeds of which shall be used for the Public Improvement Projects, adopted on the date hereof, and together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated, will be published as required by law; and

WHEREAS, the City of Nolensville has prepaid its obligation to assist the County in the financing of the Nolensville recreation center and the County intends to apply such funds to the financing

of the Projects, and thereby reduce the amount of bonds that would otherwise be required to be issued therefor;

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing the issuance, sale and payment of not to exceed $36,500,000 in aggregate principal amount of its general obligation bonds and providing for the levy of a tax for the payment of debt service thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated and 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 not to exceed $36,500,000 in aggregate principal amount of General Obligation Bonds of the County, to be dated their date of delivery, with such series designation and such other dated date as the County Mayor shall determine pursuant to Section 8 hereof;

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

(d) "County" shall mean Williamson County, Tennessee;

(e) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;

(f) "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;

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

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

(i) "Financial Advisor" means Stephens Inc., Nashville, Tennessee;

(j) "Governing Body" means the Board of County Commissioners of the County;

(k) "Projects" shall have the meaning ascribed to it in the preamble hereto;

(l) "Public Improvement Projects" shall have the meaning ascribed to it in the preamble hereto;

(m) "Registration Agent" means the registration and paying agent for the Bonds appointed by the County Mayor pursuant to Section 4 hereof; and

(n) "School Projects" shall have the meaning ascribed to it in the preamble hereto.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy. The estimated debt service costs and costs of issuance of the Bonds are attached hereto as Exhibit A.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the costs of the Projects, (ii) reimburse the County for funds previously expended for any of the foregoing; and (iii) pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 9 hereof, there are hereby authorized to be issued bonds, of the County in an aggregate principal amount of not to exceed $36,500,000. The Bonds shall be issued in fully registered, book-entry only form, without coupons, shall be issued in one or more series, shall be known as "General Obligation Bonds" and shall have such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The aggregate true interest rate on the Bonds shall not exceed the maximum interest rate permitted by applicable law at the time of the sale of the Bonds, or any series thereof. Subject to the adjustments permitted pursuant to Section 8 hereof, interest on the Bonds shall be payable semi-annually on April 1 and October 1 in each year, commencing April 1, 2015. The Bonds shall be issued initially in $5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser and, subject to modifications permitted in Section 8 hereof, shall mature on April 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years and amounts provided in Exhibit A attached hereto.

(b) Subject to the adjustments permitted pursuant to Section 8 hereof, Bonds maturing on or before April 1, 2025 shall mature without option of prior redemption and Bonds maturing April 1, 2026 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2025 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date. If less than all of the Bonds within a single maturity shall be called for redemption, the interests 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 8 hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. 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 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 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. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). 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. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The County Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent so appointed is authorized and directed 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 Mayor 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 Mayor and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon 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. If the purchaser of the Bonds, or any series thereof, does not intend to reoffer the Bonds to the public, then the County Mayor and the purchaser may agree that the Bonds be issued in the form of fully-registered certificated Bonds and not utilize the Book-Entry System.

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.

If the Bonds are sold to a single purchaser that certifies that it does not intend to re-offer the Bonds to the public, then the Registration Agent may deliver fully registered Bonds to the purchaser without utilizing the Book-Entry System and the form of the Bond in Section 6 hereof shall be so conformed.

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

Section 6. 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 Face of Bond)

REGISTERED
Number _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILLIAMSON
GENERAL OBLIGATION BOND, SERIES ____

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

Registered Owner: CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, Williamson 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 [April 1, 2015], and semi-annually thereafter on the first day of [April] and [October] in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal 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 and 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 or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one maturing on or before [_____1, 20__], shall mature without option of prior redemption and Bonds maturing [_____ 1, 20__] and thereafter, shall be subject to redemption prior to maturity at the option of the County on [_____ 1, 20__] and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests 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 amount of the interest of each DTC Participant in 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.

[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:

Final Maturity	Redemption Date	Principal Amount of Bonds 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. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). 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 finance public works and public facilities improvements for the County, high school construction projects and payment of costs of issuing the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 et seq., Tennessee Code Annotated and 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 July 14, 2014 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable properly located within the County. For the prompt payment of principal of and interest on this Bond, the full faith and credit of the County are irrevocably pledged. 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 Mayor and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

WILLIAMSON COUNTY

BY:_____
County Mayor

(SEAL)

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 Williamson 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.

Section 7. 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 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 8. Sale of Bonds.

(a) The Bonds shall be offered for public sale, in one or more series, as required by law at a price of not less than ninety-nine percent (99%) of par exclusive of original issue discount, and accrued interest, if any, as a whole or in part, from time to time, as shall be determined by the County Mayor in consultation with 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 Mayor in consultation with the Financial Advisor. The County Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on none of the Bonds exceeds the maximum interest rate permitted by applicable law at the time of the sale of the Bonds or any series thereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(b) The County Mayor is further authorized with respect to Bonds, or any series thereof:

(1) change the dated date of the Bonds, to a date other than the date of issuance of the Bonds;

(2) to designate the Bonds, or any series thereof, to a designation other than "General Obligation Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds or any series thereof to a date other than April 1, 2015, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series shall not exceed the 21st fiscal year following the fiscal year of such series;

(5) adjust (by duration and/or price) or remove the County's right to optionally redeem the Bonds;

(6) sell the Bonds, or any series thereof, 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 Mayor, as he shall deem most advantageous to the County; and

(7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance (a) is determined to be advantageous to the County and such premium to be paid by the County or (b) is requested and paid for by the winning bidder of the Bonds, or any series thereof, and to enter into an agreement with such bond insurance company with respect to such bond insurance on terms not inconsistent with the provisions of this resolution.

(c) The County Mayor 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 Mayor 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 series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation 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.

(d) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(e) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and 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 Mayor is hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, in forms approved by the County Mayor as evidenced by his execution thereof.

(f) No Bonds attributable to the General Obligation Projects shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the County and the passage of twenty (20) days from the date of publication thereof.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of each series of the Bonds shall be applied by the County as follows:

(a) The proceeds of the sale of the Bonds, together with the funds derived from the prepayment by the City of Nolensville of its obligations with respect to the financing of the Nolensville recreation center, shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the Public Improvement and School Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor 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 (i) costs of the Projects (or reimburse the County for the prior payment thereof), 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 the Projects; and (ii) pay the costs of issuance and sale of the Bonds. Moneys in the Construction Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law and the earnings thereon may, at the direction of the County Mayor, either be retained in the Construction Fund to the extent needed to reimburse the Construction Fund for any costs of issuance paid related to the issuance of the Bonds or be deposited to the County's General Debt Service Fund to pay debt service on the Bonds. Any funds remaining in the Construction Fund shall be deposited to the County's General Debt Service Fund to be used to pay debt service on the Bonds, subject to any modifications by the Governing Body. Notwithstanding the foregoing to the contrary, amounts to be used to pay capitalized interest may be transferred to the County's General Debt Service Fund at any time.

(b) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the obligations authorized by this resolution including bond and note proceeds, accrued interest, reoffering premium and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

Section 10. Official Statement. The County Mayor and the Director of Accounts and Budgets, or either of them, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the County Mayor and the Director of Accounts and Budgets, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor and the Director of Accounts and Budgets, or either of them, 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 Mayor and the Director of Accounts and Budgets, or either of them, 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.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Federal Tax Matters.

(a) The Bonds will be issued as federally tax-exempt bonds. The County hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) The Governing Body hereby delegates to the County Mayor the authority to designate, and determine whether to designate, the Bonds as "qualified tax-exempt obligations," as defined in Section 265 of the Code, to the extent the Bonds are not deemed designated as such and may be designated as such.

(c) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds.

(d) It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 12. 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 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 13. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor 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 14. 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 15. 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 16. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 14th day of July, 2014.

Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:
Budget Committee: For 5 Against 0
COMMISSION ACTION TAKEN: For ___ Against ____ Pass ____ Out ____
Abstain _____ Absent ____

Elaine H. Anderson, County Clerk

Commission Chairman

Rogers Anderson,
County Mayor

Date

EXHIBIT A

ESTIMATED AMORTIZATION SCHEDULE AND ESTIMATED COSTS OF ISSUANCE
(Attached)

Williamson County, Tennessee

General Obligation Bonds, Series 2014

Resolution Numbers

Debt Service Schedule

Date	Principal	Interest	Total P+I	Fiscal Total
08/15/2014	-	-	-	-
04/01/2015	-	639,057.38	639,057.38	-
06/30/2015	-	-	-	639,057.38
10/01/2015	-	508,983.75	508,983.75	-
04/01/2016	1,565,000.00	508,983.75	2,073,983.75	-
06/30/2016	-	-	-	2,582,967.50
10/01/2016	-	502,723.75	502,723.75	-
04/01/2017	1,575,000.00	502,723.75	2,077,723.75	-
06/30/2017	-	-	-	2,580,447.50
10/01/2017	-	493,903.75	493,903.75	-
04/01/2018	1,595,000.00	493,903.75	2,088,903.75	-
06/30/2018	-	-	-	2,582,807.50
10/01/2018	-	482,100.75	482,100.75	-
04/01/2019	1,620,000.00	482,100.75	2,102,100.75	-
06/30/2019	-	-	-	2,584,201.50
10/01/2019	-	467,682.75	467,682.75	-
04/01/2020	1,645,000.00	467,682.75	2,112,682.75	-
06/30/2020	-	-	-	2,580,365.50
10/01/2020	-	450,821.50	450,821.50	-
04/01/2021	1,680,000.00	450,821.50	2,130,821.50	-
06/30/2021	-	-	-	2,581,643.00
10/01/2021	-	431,417.50	431,417.50	-
04/01/2022	1,720,000.00	431,417.50	2,151,417.50	-
06/30/2022	-	-	-	2,582,835.00
10/01/2022	-	409,659.50	409,659.50	-
04/01/2023	1,765,000.00	409,659.50	2,174,659.50	-
06/30/2023	-	-	-	2,584,319.00
10/01/2023	-	385,743.75	385,743.75	-
04/01/2024	1,810,000.00	385,743.75	2,195,743.75	-
06/30/2024	-	-	-	2,581,487.50
10/01/2024	-	360,132.25	360,132.25	-
04/01/2025	1,860,000.00	360,132.25	2,220,132.25	-
06/30/2025	-	-	-	2,580,264.50
10/01/2025	-	332,697.25	332,697.25	-
04/01/2026	1,915,000.00	332,697.25	2,247,697.25	-
06/30/2026	-	-	-	2,580,394.50
10/01/2026	-	303,493.50	303,493.50	-
04/01/2027	1,975,000.00	303,493.50	2,278,493.50	-
06/30/2027	-	-	-	2,581,987.00
10/01/2027	-	272,486.00	272,486.00	-
04/01/2028	2,035,000.00	272,486.00	2,307,486.00	-
06/30/2028	-	-	-	2,579,972.00
10/01/2028	-	239,620.75	239,620.75	-
04/01/2029	2,105,000.00	239,620.75	2,344,620.75	-

(continued)

Williamson County, Tennessee
General Obligation Bonds, Series 2014
Resolution Numbers

Debt Service Schedule

Date	Principal	Interest	Total P+I	Fiscal Total
06/30/2029	-	-	-	2,584,241.50
10/01/2029	-	204,783.00	204,783.00	-
04/01/2030	2,170,000.00	204,783.00	2,374,783.00	-
06/30/2030	-	-	-	2,579,566.00
10/01/2030	-	168,001.50	168,001.50	-
04/01/2031	2,245,000.00	168,001.50	2,413,001.50	-
06/30/2031	-	-	-	2,581,003.00
10/01/2031	-	129,163.00	129,163.00	-
04/01/2032	2,325,000.00	129,163.00	2,454,163.00	-
06/30/2032	-	-	-	2,583,326.00
10/01/2032	-	88,243.00	88,243.00	-
04/01/2033	2,405,000.00	88,243.00	2,493,243.00	-
06/30/2033	-	-	-	2,581,486.00
10/01/2033	-	45,193.50	45,193.50	-
04/01/2034	2,490,000.00	45,193.50	2,535,193.50	-
06/30/2034	-	-	-	2,580,387.00
Total	$36,500,000.00	$13,192,758.88	$49,692,758.88	-

(continued)

Estimated Costs of Issuance

Williamson County, Tennessee
General Obligation Bonds, Series 2014

Resolution Amount	$	36,500,000
Bond Counsel	$	40,000
Financial Advisor	$	40,000
Bond Rating (Moody's)	$	25,000
Initial Paying Agent Fee (2)	$	500
Preliminary and Final Official Statement Preparation, Printing and Electronic Distribution	$	2,500
Miscellaneous and Contingency	$	2,000
Sub-Total - Costs of Issuance	$	110,000
Estimated Underwriting Discount ($5.00/$1,000)(1)	$	182,500
Total Estimated Costs and Discounts	$	292,500
Total Estimated Costs and Discounts as % of Bond Size		0.80%

(1) The actual discount will be determined by competitive bid. The bid parameters will allow a discount of up to $10.00 per $1,000 issued.

(2) The Paying Agent will also charge approximately $500 per year.

13210628.2

Williamson County, Tennessee

General Obligation School Bonds, Series 2014

For Resolution - DRAFT: NOT FINAL VERSION

Sources & Uses

Sources Of Funds	
Par Amount of Bonds	$38,500,000.00
Total Sources	**$38,500,000.00**
Uses Of Funds	
Total Underwriter's Discount (1.000%)	385,000.00
Costs of Issuance	110,000.00
School Project	20,000,000.00
School Capital Request	1,253,000.00
Academy Park Enrichment Center	6,073,000.00
Academy Park Theatre	3,205,000.00
Goose Creek Emergency Facility	4,200,000.00
Downs Blvd Facility Renovation	545,000.00
General Capital Request	2,672,200.00
Rounding Amount	56,800.00
Total Uses	**$38,500,000.00**

6/30/14
11:45 a.m.

RESOLUTION NO. 7-14-30
Requested by: Finance Director

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF NOT TO EXCEED $23,100,000 OF COUNTY DISTRICT SCHOOL BONDS OF WILLIAMSON COUNTY, TENNESSEE; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS

WHEREAS, pursuant to Sections 49-3-1001, et seq., Tennessee Code Annotated, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties to finance school projects; and

WHEREAS, the Board of County Commissioners (the "Governing Body") of Williamson County, Tennessee (the "County") hereby determines that it is necessary and desirable to issue county district school bonds of the County to provide the funds necessary to finance (A) (i) the acquisition of land and site development for and the design, construction, renovation, repair, improvement and equipping of K-8 schools and related facilities; and (ii) the acquisition of property real and personal appurtenant to the foregoing; (B) payment of engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); (C) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (D) payment of 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 the issuance, sale and payment of not to exceed $23,100,000 of its county district school bonds and providing for the levy of a tax for the payment of debt service thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Williamson 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 not to exceed $23,100,000 in aggregate principal amount of County District School Bonds of the County, to be dated their date of delivery, with such series designation and such other dated date as the County Mayor shall determine pursuant to Section 8 hereof;

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

(d) "County" shall mean Williamson County, Tennessee;

(e) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;

(f) "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;

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

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

(i) "Financial Advisor" means Stephens Inc., Nashville, Tennessee;

(j) "Governing Body" means the Board of County Commissioners of the County;

(k) "Projects" shall have the meaning ascribed to it in the preamble hereto; and

(l) "Registration Agent" means the registration and paying agent for the Bonds appointed by the County Mayor pursuant to Section 4 hereof.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy. The estimated debt service costs and costs of issuance of the Bonds are attached hereto as Exhibit A.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the costs of the Projects, (ii) reimburse the County for funds previously expended for any of the foregoing; and (iii) pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 9 hereof, there are hereby authorized to be issued bonds, of the County in an aggregate principal amount of not to exceed $23,100,000. The Bonds shall be issued in fully registered, book-entry only form, without coupons, shall be issued in one or more series, shall be known as "County District School Bonds" and shall have such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The aggregate true interest rate on the Bonds shall not exceed the maximum interest rate permitted by applicable law at the time of the sale of the Bonds, or any series thereof. Subject to the adjustments permitted pursuant to Section 8 hereof, interest on the Bonds shall be payable semi-annually on April 1 and October 1 in each year, commencing April 1, 2015. The Bonds shall be issued initially in $5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser and, subject to modifications permitted in Section 8 hereof, shall mature on April 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years and approximately in the amounts provided in Exhibit A attached hereto.

(b) Subject to the adjustments permitted pursuant to Section 8 hereof, Bonds maturing on or before April 1, 2025 shall mature without option of prior redemption and Bonds maturing April 1, 2026 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2025 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date. If less than all of the Bonds within a single maturity shall be called for redemption, the interests 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 8 hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. 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 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 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. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). 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. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The County Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent so appointed is authorized and directed 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 Mayor 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 Mayor and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon 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. If the purchaser of the Bonds, or any series thereof, does not intend to reoffer the Bonds to the public, then the County Mayor and the purchaser may agree that the Bonds be issued in the form of fully-registered certificated Bonds and not utilize the Book-Entry System.

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.

If the Bonds are sold to a single purchaser that certifies that it does not intend to re-offer the Bonds to the public, then the Registration Agent may deliver fully registered Bonds to the purchaser without utilizing the Book-Entry System and the form of the Bond in Section 6 hereof shall be so conformed.

(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 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within that portion of the County lying outside the territorial limits of the Franklin Special School District.

Section 6. 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 Face of Bond)

REGISTERED
Number _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILLIAMSON
COUNTY DISTRICT SCHOOL BOND, SERIES ____

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

Registered Owner: CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, Williamson 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 [April 1, 2015], and semi-annually thereafter on the first day of [April] and [October] in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal 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 and 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 or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one maturing on or before [_____1, 20__], shall mature without option of prior redemption and Bonds maturing [_____ 1, 20__] and thereafter, shall be subject to redemption prior to maturity at the option of the County on [_____ 1, 20__] and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests 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 amount of the interest of each DTC Participant in 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.

[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:

Final Maturity	Redemption Date	Principal Amount of Bonds 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. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). 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 finance the construction of K-8 schools and related facilities and payment of costs incident to the issuance and sale of the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 49-3-1001 et seq., and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on July 14, 2014 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable properly located within that portion of the County lying outside the territorial limits of the Franklin Special School District. For the prompt payment of principal of and interest on this Bond, the full faith and credit of the County are irrevocably pledged. 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 Mayor and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

WILLIAMSON COUNTY

BY: _____
County Mayor

(SEAL)

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 Williamson 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.

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within that portion of the County lying outside the territorial limits of the Franklin Special School District, in addition to all other taxes authorized by law, sufficient to pay principal of 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 8. Sale of Bonds.

(a) The Bonds shall be offered for public sale, in one or more series, as required by law at a price of not less than ninety-nine percent (99%) of par exclusive of original issue discount, and accrued interest, if any, as a whole or in part, from time to time, as shall be determined by the County Mayor in consultation with 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 Mayor in consultation with the Financial Advisor. The County Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on none of the Bonds exceeds the maximum interest rate permitted by applicable law at the time of the sale of the Bonds or any series thereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(b) The County Mayor is further authorized with respect to Bonds, or any series thereof:

(1) change the dated date of the Bonds, to a date other than the date of issuance of the Bonds;

(2) to designate the Bonds, or any series thereof, to a designation other than "County District School Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds or any series thereof to a date other than April 1, 2015, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series shall not exceed the 21st fiscal year following the fiscal year of such series;

(5) adjust (by duration and/or price) or remove the County's right to optionally redeem the Bonds;

(6) sell the Bonds, or any series thereof, 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 Mayor, as he shall deem most advantageous to the County; and

(7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance (a) is determined to be advantageous to the County and such premium to be paid by the County or (b) is requested and paid for by the winning bidder of the Bonds, or any series thereof, and to enter into an agreement with such bond insurance company with respect to such bond insurance on terms not inconsistent with the provisions of this resolution.

(c) The County Mayor 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 Mayor 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 series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "County District 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.

(d) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(e) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and 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 Mayor is hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, in forms approved by the County Mayor as evidenced by his execution thereof.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of each series of the Bonds shall be applied by the County as follows:

(a) The proceeds of the sale of the Bonds shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the County District School Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor 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 the costs of the Projects (or reimburse the County for the prior payment thereof) and costs of issuance of the Bonds. Moneys in the Construction Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law and the earnings thereon may, at the direction of the County Mayor, either be retained in the Construction Fund to the extent needed to reimburse the Construction Fund for any costs of issuance paid related to the issuance of the Bonds or be deposited to the County's Rural Debt Service Fund to pay debt service on the Bonds. Any funds remaining in the Construction Fund shall be deposited to the County's Rural Debt Service Fund to be used to pay debt service on the Bonds, subject to any modifications by the Governing Body.

(b) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the obligations authorized by this resolution including bond and note proceeds, reoffering premium and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

Section 10. Official Statement. The County Mayor and the Director of Accounts and Budgets, or either of them, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the County Mayor and the Director of Accounts and Budgets, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor and the Director of Accounts and Budgets, or either of them, 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 Mayor and the Director of Accounts and Budgets, or either of them, 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.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Federal Tax Matters.

(a) The Bonds will be issued as federally tax-exempt bonds. The County hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) The Governing Body hereby delegates to the County Mayor the authority to designate, and determine whether to designate, the Bonds as "qualified tax-exempt obligations," as defined in Section 265 of the Code, to the extent the Bonds are not deemed designated as such and may be designated as such.

(c) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds.

(d) It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(e) Following the issuance of the Bonds, the Director of Accounts and Budgets is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 12. 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 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 13. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor 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 14. 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 15. 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 16. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 14th day of July, 2014.

Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:
Budget Committee: For 5 Against 0
COMMISSION ACTION TAKEN: For ___ Against ___ Pass ___ Out ___
Abstain ___ Absent ___

Elaine H. Anderson, County Clerk

Commission Chairman

Rogers Anderson,
County Mayor

Date

EXHIBIT A

ESTIMATED AMORTIZATION SCHEDULE AND ESTIMATED COSTS OF ISSUANCE
(Attached)

Williamson County, Tennessee

County District School Bonds, Series 2014

Resolution Numbers

Debt Service Schedule

Date	Principal	Interest	Total P+I	Fiscal Total
08/15/2014	-	-	-	-
04/01/2015	-	404,452.11	404,452.11	-
06/30/2015	-	-	-	404,452.11
10/01/2015	-	322,130.00	322,130.00	-
04/01/2016	990,000.00	322,130.00	1,312,130.00	-
06/30/2016	-	-	-	1,634,260.00
10/01/2016	-	318,170.00	318,170.00	-
04/01/2017	995,000.00	318,170.00	1,313,170.00	-
06/30/2017	-	-	-	1,631,340.00
10/01/2017	-	312,598.00	312,598.00	-
04/01/2018	1,010,000.00	312,598.00	1,322,598.00	-
06/30/2018	-	-	-	1,635,196.00
10/01/2018	-	305,124.00	305,124.00	-
04/01/2019	1,025,000.00	305,124.00	1,330,124.00	-
06/30/2019	-	-	-	1,635,248.00
10/01/2019	-	296,001.50	296,001.50	-
04/01/2020	1,040,000.00	296,001.50	1,336,001.50	-
06/30/2020	-	-	-	1,632,003.00
10/01/2020	-	285,341.50	285,341.50	-
04/01/2021	1,065,000.00	285,341.50	1,350,341.50	-
06/30/2021	-	-	-	1,635,683.00
10/01/2021	-	273,040.75	273,040.75	-
04/01/2022	1,090,000.00	273,040.75	1,363,040.75	-
06/30/2022	-	-	-	1,636,081.50
10/01/2022	-	259,252.25	259,252.25	-
04/01/2023	1,115,000.00	259,252.25	1,374,252.25	-
06/30/2023	-	-	-	1,633,504.50
10/01/2023	-	244,144.00	244,144.00	-
04/01/2024	1,145,000.00	244,144.00	1,389,144.00	-
06/30/2024	-	-	-	1,633,288.00
10/01/2024	-	227,942.25	227,942.25	-
04/01/2025	1,180,000.00	227,942.25	1,407,942.25	-
06/30/2025	-	-	-	1,635,884.50
10/01/2025	-	210,537.25	210,537.25	-
04/01/2026	1,215,000.00	210,537.25	1,425,537.25	-
06/30/2026	-	-	-	1,636,074.50
10/01/2026	-	192,008.50	192,008.50	-
04/01/2027	1,250,000.00	192,008.50	1,442,008.50	-
06/30/2027	-	-	-	1,634,017.00
10/01/2027	-	172,383.50	172,383.50	-
04/01/2028	1,290,000.00	172,383.50	1,462,383.50	-
06/30/2028	-	-	-	1,634,767.00
10/01/2028	-	151,550.00	151,550.00	-
04/01/2029	1,330,000.00	151,550.00	1,481,550.00	-

(continued)

Williamson County, Tennessee

County District School Bonds, Series 2014

Resolution Numbers

Debt Service Schedule

Date	Principal	Interest	Total P+I	Fiscal Total
06/30/2029	-	-	-	1,633,100.00
10/01/2029	-	129,538.50	129,538.50	-
04/01/2030	1,375,000.00	129,538.50	1,504,538.50	-
06/30/2030	-	-	-	1,634,077.00
10/01/2030	-	106,232.25	106,232.25	-
04/01/2031	1,420,000.00	106,232.25	1,526,232.25	-
06/30/2031	-	-	-	1,632,464.50
10/01/2031	-	81,666.25	81,666.25	-
04/01/2032	1,470,000.00	81,666.25	1,551,666.25	-
06/30/2032	-	-	-	1,633,332.50
10/01/2032	-	55,794.25	55,794.25	-
04/01/2033	1,520,000.00	55,794.25	1,575,794.25	-
06/30/2033	-	-	-	1,631,588.50
10/01/2033	-	28,586.25	28,586.25	-
04/01/2034	1,575,000.00	28,586.25	1,603,586.25	-
06/30/2034	-	-	-	1,632,172.50
Total	$23,100,000.00	$8,348,534.11	$31,448,534.11	-

(continued)

Estimated Costs of Issuance

Williamson County, Tennessee
County District School Bonds, Series 2014

Resolution Amount	$	23,100,000
Bond Counsel	$	30,000
Financial Advisor	$	35,000
Bond Rating (Moody's)	$	17,500
Initial Paying Agent Fee (2)	$	500
Preliminary and Final Official Statement Preparation, Printing and Electronic Distribution	$	2,500
Miscellaneous and Contingency	$	2,500
Sub-Total - Costs of Issuance	$	88,000
Estimated Underwriting Discount ($5.00/$1,000)(1)	$	115,500
Total Estimated Costs and Discounts	$	203,500
Total Estimated Costs and Discounts as % of Bond Size		0.88%

(1) The actual discount will be determined by competitive bid. The bid parameters will allow a discount of up to $10.00 per $1,000 issued.

(2) The Paying Agent will also charge approximately $500 per year.

13210449.2

Williamson County, Tennessee
County District School Bonds, Series 2014A
For Resolution - DRAFT: NOT FINAL VERSION

Sources & Uses

Sources Of Funds	
Par Amount of Bonds	$23,100,000.00
Total Sources	**$23,100,000.00**
Uses Of Funds	
Total Underwriter's Discount (1.000%)	231,000.00
Costs of Issuance	95,000.00
School Project	20,000,000.00
School Capital Request	2,747,000.00
Rounding Amount	27,000.00
Total Uses	**$23,100,000.00**

RESOLUTION NO. 7-14-31
Requested by: Finance Director

6/30/14
11:45 a.m.

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF COUNTY DISTRICT SCHOOL REFUNDING BONDS FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING COUNTY DISTRICT SCHOOL BONDS; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS

WHEREAS, Williamson County, Tennessee (the "County") has outstanding its County District School Bonds, Series 2007, dated February 22, 2007, maturing April 1, 2015 through April 1, 2027, inclusive (the "Outstanding Bonds"); and

WHEREAS, the Outstanding Bonds can now be refinanced at a lower interest cost, thereby achieving debt service savings; and

WHEREAS, counties in Tennessee are authorized by Section 9-21-101 et seq., Tennessee Code Annotated, to issue, by resolution, bonds to refund, redeem or make principal and interest payments on their previously issued bonds, notes or other obligations; and

WHEREAS, the Board of County Commissioners of the County has determined that in order to provide the funds necessary to accomplish said refunding, it is necessary to issue county district refunding bonds of the County; and

WHEREAS, the plan of said refunding has been submitted to the State Director of Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, and she has acknowledged receipt thereof to the County and submitted her report thereon to the County; and

WHEREAS, it is the intention of the Board of County Commissioners to adopt this resolution for the purpose of authorizing the issuance, sale and payment of county district school refunding bonds for the purpose of refunding the Outstanding Bonds, and providing for the levy of a tax for the payment of debt service thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Williamson 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 Sections 9-21-101, 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 County District School Refunding 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" shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(d) "County" shall mean Williamson 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 Mayor, or its successor;

(i) "Financial Advisor" means Stephens Inc., Nashville, Tennessee;

(k) "Governing Body" means the Board of County Commissioners of the County;

(l) "Outstanding Bonds" shall have the meaning ascribed to it in the preamble hereto;

(m) "Refunded Bonds" means the maturities or portions of maturities of the Outstanding Bonds designated by the County Mayor pursuant to Section 8 hereof;

(n) "Refunding Escrow Agreement" shall mean the Refunding Escrow Agreement, dated as of the date of the Bonds, to 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 B, subject to such changes therein as shall be permitted by Section 10 hereof;

(p) "Registration Agent" means the registration and paying agent for the Bonds appointed by the County Mayor pursuant to Section 4 hereof; and

(q) "State Director" shall mean the Director of State and Local Finance for the State of Tennessee.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy. The estimated debt service costs and costs of issuance of the Bonds are attached hereto as Exhibit A.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to refund the Refunded Bonds and pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 9 hereof, there are hereby authorized to be issued bonds of the County in an aggregate principal amount sufficient to pay the principal of, interest on, and redemption premium (if any) on the Refunded Bonds and pay costs of issuance of the Bonds. The Bonds shall be issued in fully registered, book-entry only form, without coupons, shall be issued in one or more emissions, shall be known as "County District School Refunding Bonds" and shall have such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The aggregate true interest rate on the Bonds shall not exceed the maximum interest rate permitted by applicable law at the time of the sale of the Bonds, or any emission thereof. Subject to the adjustments permitted pursuant to Section 8 hereof, interest on the Bonds shall be payable semi-annually on April 1 and October 1 in each year, commencing April 1, 2015. The Bonds shall be issued initially in $5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser, and shall mature, either serially or through mandatory redemption on April 1 of each year, with a final maturity not exceeding one year beyond the final maturity date of the Refunded Bonds.

(b) Subject to the adjustments permitted pursuant to Section 8 hereof, the Bonds maturing on and after April 1, 2026 shall be subject to redemption at the option of the County on April 1, 2025 and at any time thereafter, in whole or in part, at the redemption price of par plus accrued interest to the redemption date. If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests 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 8 hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. 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 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 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. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). 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. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The County Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent so appointed is authorized and directed 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 Mayor 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 Mayor and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon 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. If the purchaser of the Bonds, or any emission thereof, does not intend to reoffer the Bonds to the public, then the County Mayor and the purchaser may agree that the Bonds be issued in the form of fully-registered certificated Bonds and not utilize the Book-Entry System.

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 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within that portion of the County lying outside the territorial limits of the Franklin Special School District.

Section 6. 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 Face of Bond)

REGISTERED
Number _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILLIAMSON
COUNTY DISTRICT SCHOOL REFUNDING BOND, SERIES ____

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

Registered Owner: CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, Williamson 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 [April 1, 2015], and semi-annually thereafter on the first day of April and October in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal 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 and 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 or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one maturing _____ through _____, inclusive, shall mature without option of prior redemption, and Bonds maturing _____ and thereafter shall be subject to redemption prior to maturity at the option of the County on _____ and thereafter, as a whole or in part, at any time, at the redemption price of par plus interest accrued to the redemption date.]

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests 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 amount of the interest of each DTC Participant in 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.

[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:

Final Maturity	Redemption Date	Principal Amount of Bonds 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. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). 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.] In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

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 refund the County's outstanding County District School Bonds, Series 2007, dated February 22, 2007, maturing [April 1, 2015 through April 1, 2027, inclusive], 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 9-21-101, et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on July 14, 2014 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable properly located within the County located outside the boundaries of the Franklin Special School District. For the prompt payment of principal of and interest on this Bond, the full faith and credit of the County are irrevocably pledged, subject to the limitation set forth in the preceding sentence. 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 Mayor and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

WILLIAMSON COUNTY

BY:_____
County Mayor

(SEAL)

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 Williamson 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.

Section 7. Pledge of Net Revenues and Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within that portion of the County lying outside the territorial limits of the Franklin Special School District, 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 8. Sale of Bonds.

(a) The Bonds shall be offered for public sale, as required by law, in one or more emissions, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor.

(b) The Bonds shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an Internet bidding service as shall be determined by the County Mayor.

(c) If the Bonds are sold in more than one emission, the County Mayor is authorized to establish the principal amount of such emission, so long as the total aggregate principal amount of all emissions issued does not exceed the maximum par amount set forth herein.

(d) The County Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds or any emission thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any emission thereof, to a designation other than "County District School Refunding Bonds" and to specify the series designation of the Bonds, or any emission thereof;

(3) change the first interest payment date on the Bonds or any emission thereof to a date other than April 1, 2015, provided that such date is not later than twelve months from the dated date of such emission of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any emission thereof, provided that (A) the total principal amount of all emissions of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each emission is not more than one year beyond the final maturity date of the Refunded Bonds being refunded by such emission;

(5) change the optional redemption of the Bonds, including, but not limited to, making the bonds non-callable prior to maturity, provided that the premium amount to be paid on Bonds or any emission thereof does not exceed two percent (2%) of the principal amount thereof; and

(6) sell the Bonds, or any emission thereof, 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 Mayor, as he shall deem most advantageous to the County; and

(7) to refund fewer than all the Outstanding Bonds as the County Mayor shall deem advantageous to the County in meeting the refunding objectives.

(e) The County Mayor is authorized to sell the Bonds, or any emission thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any emission 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 Mayor is authorized to change the designation of the Bonds to a designation other than "County District School Refunding 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.

(f) The County Mayor is authorized to award the Bonds, or any emission thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate permitted by applicable Tennessee law at the time of the issuance of the Bonds or any emission thereof. The award of the Bonds by the County Mayor 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 form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(g) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and 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 Mayor is hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds.

Section 9. Disposition of Bond Proceeds. The proceeds of the Bonds shall be applied by the County as follows:

(a) an amount, which together with legally available funds of the County, if any, and investment earnings thereon, will be sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds until and through the redemption date therefor shall be transferred to the Escrow Agent under the Refunding Escrow Agreement to be deposited to the Escrow Fund established thereunder to be held and applied as provided therein or, at the option of the County Mayor, any proceeds used to retire any portion of the Refunded Bonds within a period of thirty (30) days following delivery of the Bonds may be transferred to the Paying Agent of such Refunded Bonds; and

(b) the remainder of the proceeds of the sale of the Bonds shall be used to pay the costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, bond insurance premium, if any, administrative and clerical costs, rating agency fees, Registration Agent fees, and other miscellaneous expenses incurred in connection with the issuance and sale of the Bonds.

Section 10. Official Statement. The County Mayor and the Director of Accounts and Budgets, or either of them, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the County Mayor and the Director of Accounts and Budgets, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor and the Director of Accounts and Budgets, or either of them, 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 Mayor and the Director of Accounts and Budgets, or either of them, 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.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any emission thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any emission thereof, for its own account and has no present intention to reoffer the Bonds, or any emission thereof.

Section 11. Refunding Escrow Agreement. For the purpose of providing for the payment of the principal of, premium, if any, and interest on the Refunded Bonds, the County Mayor 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 provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148 (a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit B is hereby in all respects approved and the County Mayor 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 the County Mayor and County Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and interest on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 12. Notice of Refunding. Prior to the issuance of the Bonds, or any emission thereof, if required, notice of the County's intention to refund the Refunded Bonds, shall be given by the registration agent for the Refunded Bonds to be mailed by first-class mail, postage prepaid, to the registered holders thereof, as of the date of the notice, as shown on the bond registration records maintained by such registration agent of said Refunded Bonds. Such notice shall be in the form consistent with applicable law. The County Mayor and the County Clerk, or either of them, is hereby authorized and directed to authorize the registration agent of said Refunded Bonds to give such notice on behalf of the County in accordance with this Section.

Section 13. Federal Tax Matters.

(a) The Bonds will be issued as federally tax-exempt bonds. The County hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) The Governing Body hereby delegates to the County Mayor the authority to designate, and determine whether to designate, the Bonds as "qualified tax-exempt obligations," as defined in Section 265 of the Code, to the extent the Bonds are not deemed designated as such and may be designated as such.

(c) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds.

(d) Following the issuance of the Bonds, the Director of Accounts and Budgets is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 14. 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 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 15. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor 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 17. 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 18. 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 19. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 14th day of July, 2014.

_____
Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:
Budget Committee: For 5 Against 0
COMMISSION ACTION TAKEN: For ___ Against ____ Pass ____ Out ____
Abstain _____ Absent ____

_____
Elaine H. Anderson, County Clerk

_____
Commission Chairman

_____
Rogers Anderson,
County Mayor

_____
Date

EXHIBIT A

ESTIMATED COSTS OF ISSUANCE AND ESTIMATED DEBT SERVICE SCHEDULE
(Attached)

WILLIAMSON COUNTY, TENNESSEE

County District School Refunding Bonds, Series 2014

Debt Service Schedule

Date	Principal	Interest	Total P+I	Fiscal Total
07/25/2014	-	-	-	-
10/01/2014	-	77,002.75	77,002.75	-
04/01/2015	445,000.00	210,007.50	655,007.50	732,010.25
10/01/2015	-	209,228.75	209,228.75	-
04/01/2016	315,000.00	209,228.75	524,228.75	733,457.50
10/01/2016	-	208,441.25	208,441.25	-
04/01/2017	320,000.00	208,441.25	528,441.25	736,882.50
10/01/2017	-	207,161.25	207,161.25	-
04/01/2018	1,910,000.00	207,161.25	2,117,161.25	2,324,322.50
10/01/2018	-	196,178.75	196,178.75	-
04/01/2019	1,920,000.00	196,178.75	2,116,178.75	2,312,357.50
10/01/2019	-	182,258.75	182,258.75	-
04/01/2020	1,940,000.00	182,258.75	2,122,258.75	2,304,517.50
10/01/2020	-	165,768.75	165,768.75	-
04/01/2021	1,965,000.00	165,768.75	2,130,768.75	2,296,537.50
10/01/2021	-	146,610.00	146,610.00	-
04/01/2022	1,995,000.00	146,610.00	2,141,610.00	2,288,220.00
10/01/2022	-	124,665.00	124,665.00	-
04/01/2023	1,910,000.00	124,665.00	2,034,665.00	2,159,330.00
10/01/2023	-	102,222.50	102,222.50	-
04/01/2024	1,885,000.00	102,222.50	1,987,222.50	2,089,445.00
10/01/2024	-	79,131.25	79,131.25	-
04/01/2025	1,925,000.00	79,131.25	2,004,131.25	2,083,262.50
10/01/2025	-	54,106.25	54,106.25	-
04/01/2026	1,965,000.00	54,106.25	2,019,106.25	2,073,212.50
10/01/2026	-	28,070.00	28,070.00	-
04/01/2027	2,005,000.00	28,070.00	2,033,070.00	2,061,140.00
Total	$20,500,000.00	$3,694,695.25	$24,194,695.25	-

* The debt service is lower in the early years because no principal in those years is being refinanced.

(continued)

Estimated Costs of Issuance

Williamson County, Tennessee
County District School Refunding Bonds, Series 2014

Resolution Amount	$	20,500,000
Bond Counsel	$	27,500
Financial Advisor	$	30,000
Bond Rating (Moody's)	$	17,500
Initial Paying Agent Fee (2)	$	500
Preliminary and Final Official Statement Preparation, Printing and Electronic Distribution	$	2,500
Escrow Agent	$	1,500
Verification Agent	$	2,500
Miscellaneous and Contingency	$	3,000
Sub-Total - Costs of Issuance	$	85,000
Estimated Underwriting Discount ($5.00/$1,000)(1)	$	102,500
Total Estimated Costs and Discounts	$	187,500
Total Estimated Costs and Discounts as % of Bond Size		0.91%

(1) The actual discount will be determined by competitive bid. The bid parameters will allow a discount of up to $10.00 per $1,000 issued.

(2) The Paying Agent will also charge approximately $500 per year.

EXHIBIT B

FORM OF REFUNDING ESCROW AGREEMENT

(Attached)

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement (this "Agreement") is made and entered into as of the _____ day of _____, 2014 by and between Williamson County, Tennessee (the "County"), and _____ (the "Agent").

WITNESSETH:

WHEREAS, the County has previously authorized and issued its County District School Bonds, Series 2007, dated February 22, 2007, maturing [April 1, 2015 through April 1, 2027], inclusive (the "Outstanding Bonds"); and

WHEREAS, the County has determined to provide for payment of the debt service requirements of the Outstanding Bonds by depositing in escrow with the Agent funds that, with the investment income therefrom, will be sufficient to pay the principal of and interest on the Outstanding Bonds as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the County has authorized and issued its County District School Refunding Bonds, Series 2014, dated _____, 2014 (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 applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of, premium, if any, and interest on the Outstanding Bonds as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds, and the application thereof, and to provide for the payment of the Outstanding Bonds, 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 and in order to secure the payment of the Outstanding Bonds according to their tenor and effect, 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 proceeds of the sale of the Refunding Bonds and $_____derived from other available monies of the County).

DIVISION II

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

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.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Bonds; but if the principal of, premium, if any, and interest on the Outstanding Bonds shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

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:

"Code" shall mean the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated thereunder;

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

"Escrow Property", "escrow property" or "escrowed property" shall mean 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 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 herein, 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; and

"Written Request" shall mean a request in writing signed by the County Mayor 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 and irrevocable escrow composed of the Escrow 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 monies described in Section 2.01 hereof shall be held or invested as follows:

(a) the amount of $_____ shall be used to purchase the Government Obligations described in Exhibit B attached hereto; and

(b) the amount of $_____ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.04 and 2.06 hereof, the investment income from the Government Obligations in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Obligations held hereunder or to sell, transfer, or otherwise dispose of the Government Obligations acquired hereunder except as provided herein.

Section 2.03 Disposition of Escrow Funds. The Agent shall without further authorization or direction from the County collect the principal, premium, if any, and interest on the Government Obligations promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the proper paying agent, or its successor, for the Outstanding Bonds of monies sufficient for the payment of the principal of, premium, if any, and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the

Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The County represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the County agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Obligations then held hereunder to the County and this Agreement shall terminate.

Section 2.04 Excess Funds. Except as provided in Section 2.06 hereof, amounts held by the Agent, representing interest on the Government Obligations in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the County.

Section 2.05 Reports. The Escrow Agent shall deliver to the County Clerk of the County a monthly report summarizing all transactions relating to the Escrow Fund; and on or before the first day of August of each year shall deliver to the County Clerk a report current as of June 30 of that year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the County and which also shall set forth all assets in the Escrow Fund as of June 30 and set forth opening and closing balances thereof for that fiscal year.

Section 2.06 Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Obligations, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the County shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.06 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the County to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

Section 2.07 Irrevocable Escrow Created. The deposit of monies, Government Obligations, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Obligations for the benefit of the holders of the Outstanding Bonds, except as provided herein with respect to amendments permitted under Section 4.01 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the County and the Agent and used only for the purposes and in the manner provided in this Agreement.

Section 2.08 Redemption of Outstanding Bonds. The Outstanding Bonds shall be redeemed as stated on Exhibit C attached hereto. The Agent is authorized to give notice to the paying agent bank on or before 45 days of the redemption date of the Outstanding Bonds directing the paying agent to give notice of redemption to the holder of the Outstanding Bonds as and when required by the resolution authorizing the Outstanding Bonds.

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, municipality 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 Outstanding Bonds 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 Obligations and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Obligations and the interest earnings therefrom to pay the Outstanding Bonds 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 the Outstanding Bonds 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 Obligations or monies received by it, said Government Obligations or monies shall be and remain the property of the County in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Obligations 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 or Outstanding Bonds as fully and with the same rights as if it were not the Agent. The Agent may consult with counsel of its choice with respect to any question relating to its duties and responsibilities hereunder or otherwise in connection herewith, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or not taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Agent is entitled to rely and shall be protected in acting in reliance upon any instructions or directions furnished to it in writing or pursuant to the provisions of this Agreement and shall be entitled to treat as genuine, and as the document it purports to be, any letter, paper or other document furnished to it and believed by it to be genuine and to have been signed and presented by the proper party or parties. The Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document. The Agent may execute any of its trusts or powers and perform any of its duties under this Agreement by or through attorneys, agents or employees.

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 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 principal of and interest on the Outstanding Bonds.

Section 3.07 No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest on the Outstanding Bonds, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Bonds except as provided in Section 2.08 hereof.

Section 3.08 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 3.09 Resignation of Agent. The Agent may at any time resign by giving direct written notice to the County and by giving the holders of the Outstanding Bonds notice by first-class mail of such resignation. Upon receiving such notice of resignation, the County shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within 30 days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Williamson County, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.08. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

Section 3.10 Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.08 hereof and shall fail to resign after written request therefor by the County or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the County may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the County for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.08. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Bonds at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the County and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.11 hereof.

Section 3.11 Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the County and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the County or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.08 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the corporate trust business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.08 hereof.

Section 3.12 Payment to Agent. The County agrees to pay the Agent, as reasonable and proper compensation under this Agreement, [a one-time fee of $_____] [an acceptance fee $_____ and an annual fee of $_____ each _____ until the termination of this Agreement]. The County agrees, to the extent permitted by applicable law, to indemnify, defend and save harmless the Agent from any and all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of-pocket and incidental expenses and fees and expenses of in house or outside counsel) ("Losses") arising out of or in connection with (i) its execution and performance of this Agreement, except to the extent that such Losses are due to the gross negligence or willful misconduct of the Agent, or (ii) its following any instructions or other directions from the County, except to the extent that its following any

such instruction or direction is expressly forbidden by the terms hereof, such indemnification being paid from available funds of the County and shall not give rise to any claim against the escrow. The provisions of this Section 3.12 shall survive the termination of this Agreement and the resignation or removal of the Agent for any reason. The indemnifications set forth herein are intended to and shall include the indemnification of all affected agents, directors, officers and employees of the Agent.

ARTICLE IV
MISCELLANEOUS

Section 4.01 Amendments to this Agreement. This Agreement is made for the benefit of the County, the holders from time to time for the Outstanding Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the County; provided, however, that the County and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Obligations held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of, premium, if any, and interest on the Outstanding Bonds. The County hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds or Outstanding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Obligations held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of, premium, if any, and interest on the Outstanding Bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, or Outstanding Bonds cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Obligations held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the County.

Section 4.02 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 4.03 Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

Section 4.04 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:

County Mayor
Williamson County
1320 W. Main Street, Suite 125
Franklin, Tennessee 37064

To the Agent:

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 4.05 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 4.06 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 4.07 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.

(*signature page follows*)

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its County Mayor 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 representative, all as of the day and date first above written.

WILLIAMSON COUNTY, TENNESSEE

By: _____
County Mayor

(SEAL)

_____
County Clerk

_____
Escrow Agent

By: _____
Title: _____

EXHIBIT A

Debt Service Schedule of County District School Bonds, Series 2007, dated February 22, 2007 to the Redemption Date, With Name and Address of the Paying Agent and Date and Amount of Redemption

Paying Agent Contact: Attn: _____
U.S. Bank National Association
Nashville, Tennessee

EXHIBIT B

Government Securities

State and Local Government Series

EXHIBIT C

NOTICE OF REDEMPTION

WILLIAMSON COUNTY, TENNESSEE

NOTICE IS HEREBY GIVEN that Williamson County, Tennessee (the "County") has elected to and does exercise its option to call and redeem on April 1, 2017, all of the Municipality's outstanding bonds as follows:

County District School Bonds, Series 2007, dated February 22, 2007, maturing [April 1, 2015 through April 1, 2027, inclusive] (the "Refunded Bonds")

The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of U. S. Bank National Association as follows, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date:

If by Mail: (REGISTERED BONDS)

U.S. Bank
Corporate Trust Services
P.O. Box 64111
St. Paul, MN 55164-0111

If by Hand or Overnight Mail:

U.S. Bank
Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

The redemption price will become due and payable on April 1, 2017, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond April 1, 2017.

Important Notice: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

U.S. Bank National Association
Registration and Paying Agent

13206728.2

FILED 7/3/14
ENTERED 4:15 p.m.
WILLIAMSON COUNTY CLERK JW

Late-Filed Resolution No. 7-14-45
Requested by: Animal Control Director

RESOLUTION ACCEPTING AN ANONYMOUS DONATION OF $20,000 ON BEHALF OF THE WILLIAMSON COUNTY ANIMAL CONTROL DEPARTMENT FOR THE PURCHASE AND INSTALLATION OF SUN TUNNELS WITHIN THE FACILITY, AND FURTHER ACCEPTING A DONATION OF $3,000 FOR THE PURCHASE AND INSTALLATION OF AN AWNING AFFIXED TO THE FACILITY AND AMENDING AND APPROPRIATING THE 2014-15 ANIMAL CONTROL BUDGET BY $23,000 - REVENUES TO COME FROM DONATIONS

WHEREAS, *Tennessee Code Annotated, Section 5-8-101, et. seq.* provides that a county government may accept donations of money, intangible personal property, tangible personal property and real property that are subject to conditional or restrictive terms if the county legislative body takes action to accept the conditional donation; and

WHEREAS, the Williamson County Animal Control Department has received a conditional donation of $20,000 from a citizen, who wishes to remain anonymous, for the purchase and installation of 19 sun tunnels to provide light in various areas of the Williamson County Animal Control & Adoption Center; and

WHEREAS, the Williamson County Animal Control Department has received a conditional donation of $3,000 from Williamson Animal Service, Inc. for the purchase and installation of an awning outside and affixed to the Williamson County Animal Control & Adoption Center; and

WHEREAS, the Williamson County Animal Control Department has expressed a need for these items to enhance the welfare and adoptability of shelter animals and the appearance of the shelter; and

WHEREAS, the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to accept the generous conditional donations of $20,000 and $3,000, respectively:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of July, 2014, on behalf of the Williamson County Animal Control Department, accepts the generous donation of $20,000 from the citizen, who wishes to donate anonymously, conditioned on the funds being used for the purchase and installation of nineteen Velux sun tunnels, to be installed by a Velux certified contractor and located as follows: one in the hallway, two in the conference room, two in the isolation area, three in the quarantine area, and eleven in the adoption area at the Williamson County Animal Control & Adoption Center;

AND BE IT FURTHER RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of July, 2014, on behalf of the Williamson County Animal Control Department, accepts the generous donation of $3,000 from Williamson Animal Services, Inc., conditioned on the funds being used for the purchase and installation of an awning as described above.

AND BE IT FURTHER RESOLVED, that the 2014-15 Animal Control budget be amended, as follows:

REVENUES:	
Donations – Animal Control 101.00000.486109.00000.00.00.00	$23,000
EXPENDITURES:	
Other Capital Outlay 101.55120.579900.00000.00.00.00	$23,000

Judy Hayes
County Commissioner - Judy Hayes

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee	For 5	Against 0	Pass ____	Out ____
Commission Action Taken:	For ___	Against ____	Pass ____	Out ____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

R:\DianeG\resolutions\AmndAminalCntr-SunTunnelAwningsDonation-$23,000-July2014.docx

6/30/14
11:45 a.m.
JW

Resolution No. 7-14-32
Requested by: County Mayor's Office

RESOLUTION AUTHORIZING THE COUNTY MAYOR OF WILLIAMSON COUNTY TO APPROVE ASSIGNMENT OF THE JOINT CONFERENCE CENTER OPERATING AGREEMENT, CATERING, AND RECIPROCAL EASEMENT USE AGREEMENT BETWEEN FRANKLIN REALCO, LLC AND CH REALTY VI/H FRANKLIN COOL SPRINGS, L.L.C.

WHEREAS, the Board of Commissioners of Williamson County passed a resolution on July 8, 1996, authorizing the execution of the original Joint Conference Center Development Agreement, Operating Agreement, Catering, and Reciprocal Easement Use Agreement for the Williamson County Conference Center; and

WHEREAS, on September 11, 2006, the Board of Commissioners authorized the County Mayor to execute assignment and assumption of the rights of the Operating Agreement, Catering Agreement and Reciprocal Easement Use Agreement to Franklin Realco, LLC; and

WHEREAS, Franklin Realco, LLC has approached both the City of Franklin and Williamson County for approval of its intent to assign its rights and interest in the operation of the Williamson County Conference Center located in the Franklin Marriot Cool Springs; and

WHEREAS, the operation of the conference center has been an occasional source of revenue for both Williamson County and the City of Franklin; and

WHEREAS, CH Realty VI/H Franklin Cool Springs L.L.C., warrants it possesses the experience and resources to develop and operate the conference center:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Williamson County, meeting in regular session this 14th day of July, 2014, hereby authorizes the Williamson County Mayor to execute the consent agreements for the assignment and assumption of the rights of the Operating Agreement, Catering Agreement, and the Reciprocal Easement Use Agreement to CH Realty VI/H Franklin Cool Springs, L.L.C, and authorizes the Mayor to execute the Estoppel Certificate.

Dwight Jones
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee:	For 6	Against 0		
Budget Committee:	For 5	Against 0		
Commission Action Taken:	For ____	Against ____	Pass ____	Out

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

AuthorizeAssignmentConferenceCenter

6/30/14
11:45 a.m.

Resolution No. 7-14-33
Requested by: Sheriff's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES SECRET SERVICE CONCERNING THE NASHVILLE DISTRICT ELECTRONIC FRAUD TASK FORCE

WHEREAS, Williamson County, ("County"), is a governmental entity of the State of Tennessee and, as such, is authorized to enter into Memorandum of Understandings, ("MOU"), with state and federal agencies for cooperation in the provision of law enforcement services; and

WHEREAS, the Williamson County Sheriff's Office routinely assists other law enforcement agencies; and

WHEREAS, it is the intent of the joint effort to assist in the Secret Service's Nashville District Electronic Fraud Task Force; and

WHEREAS, the MOU specifies a means in which the Sheriff may submit requests and receive reimbursement for some qualified costs related to work performed by its law enforcement officers that are assigned to assist the Electronic Fraud Task Force; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to enter into the MOU with the United States Secret Service:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of July, 2014, authorizes the Williamson County Mayor to execute the Memorandum of Understanding with the United States Secret Service as well as all other related documents necessary to jointly participate with the Secret Service's Nashville District Electronic Fraud Task Force.

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety	For 5	Against 0	Pass ____	Out ____
Budget Committee	For 5	Against 0	Pass ____	Out ____
Commission Action Taken:	For ___	Against ____	Pass ____	Out ____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

(Sheriff'sDeptMOUwithUSSecretService)

6/30/14
11:45 a.m.
JW

Resolution No. 7-14-34
Requested by: Sheriff's Office

RESOLUTION ACCEPTING THE DONATION OF FOUR TASERS AND RELATED EQUIPMENT FROM MR. FORREST SMITH TO THE WILLIAMSON COUNTY SHERIFF'S OFFICE

WHEREAS, *Tennessee Code Annotated, Section 5-8-101,* provides that a county government may accept donations of money, intangible personal property, tangible personal property and real property that are subject to conditional or restrictive terms if the county legislative body accepts them by majority vote; and

WHEREAS, Williamson County is currently partnering through a memorandum of understanding for the provision of experienced EnCase Certified Employees to provide assistance to the Sheriff's Office with digital forensic cases; and

WHEREAS, Mr. Forrest Smith is providing digital forensic services to the Sheriff's Office pursuant to the MOU; and

WHEREAS the Sheriff's Office has received a generous offer of four Tasers and related equipment from Mr. Smith to be used by the Sheriff's Office which has a value of $6,577.00; and

WHEREAS, the Sheriff's Office desires to accept the donated Tasers to be used by the Sheriff's Reserve Officers providing digital forensic services for the Sheriff's Office; and

WHEREAS, the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to accept the generous donation of four Tasers and related equipment from Mr. Smith conditioned on the Tasers being used by the Sheriff's Office:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of July, 2014, on behalf of the Williamson County Sheriff's Office, accepts the donation of four Tasers and related equipment, from Mr. Forrest Smith conditioned on the Tasers and related equipment being used by the Sheriff's Office until such time as the Tasers are no longer needed.

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee	For 5	Against 0	Pass ____	Out ____	
Budget Committee	For 5*	Against 0	Pass ____	Out ____	*As amended
Commission Action Taken:	For ___	Against ____	Pass ____	Out ____	

*As amended - replace all references to Mr. Forrest Smith with Nissan

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

(SheriffDeptDonationTasersJuly14)

6/30/14
11:45 a.m

RESOLUTION NO. 7-14-35
Requested by: Emergency Management Director

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT BETWEEN THE STATE OF TENNESSEE AND WILLIAMSON COUNTY FOR PASS THROUGH FEDERAL FUNDING TO SUBSIDIZE EMERGENCY MANAGEMENT

WHEREAS, the Williamson County Emergency Management Agency is responsible for ensuring a coordinated response to emergencies and disasters in Williamson County; and

WHEREAS, the Federal Emergency Management Agency has agreed to provide funding to subsidize the Williamson County Emergency Management Agency through the Emergency Management Performance Grant program; and

WHEREAS, this will be pass through federal funding from the State of Tennessee, Department of Military, Tennessee Emergency Management Agency for an amount not to exceed Forty-Eight Thousand Eight Hundred Fifty Dollars ($48,850); and

WHEREAS, the grant requires Williamson County to provide matching funds, which are included in the 2014-15 operating budget; and,

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of its citizens to provide the County Mayor the authority to sign the grant agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting in regular session this the 14th day of July 2014, hereby authorizes the County Mayor to enter into a contract with the State of Tennessee for pass through funding to subsidize emergency management in which the State agrees to fund such services in an amount not to exceed Forty-Eight Thousand Eight Hundred Fifty Dollars ($48,850),

AND, BE IT FURTHER RESOLVED, that the County Mayor is hereby authorized to execute the grant ageeement as well as any amendments or documents required to receive the grant funds.

County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Law Enforcement/Public Safety Committee For 5 Against 0

Budget Committee For 5 Against 0

COMMISSION ACTION TAKEN: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

AuthContract-EmergMgt-AnnualOprtng2014

6/30/14
11:45 a.m.

Resolution No. 7-14-36
Requested by: Williamson County Mayor's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LEASE AGREEMENT WITH PREMIER LEASING, LLC

WHEREAS, Williamson County may lease land or existing buildings owned by any person, corporation, partnership or association for such consideration and upon such terms as in the judgment of the governing body are in the interests of the County; and

WHEREAS, Williamson County is in need of adequate facilities to provide emergency and fire protection services to the citizens of Williamson County; and

WHEREAS, Premier Leasing, LLC, owns a structure located at 415 Downs Boulevard, Franklin, Tennessee which with certain modifications would serve as a location to provide emergency response services; and

WHEREAS, Premier Leasing, LLC has agreed to enter into a long term lease agreement with an option to purchase the property and a first refusal on any proposed sale of the property; and

WHEREAS, finding it to be in the interest of the citizens of Williamson County, the Williamson County Board of Commissioners desires to grant the County Mayor the authority to enter into the long term lease agreement with Premier Leasing, LLC to provide the County a location to house emergency response and fire protection services:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 14th day of July, 2014, hereby authorizes the County Mayor to execute the long term lease agreement, and any future documents, amendments or addendums, with Premier Leasing, LLC for the lease of improved property located at 415 Downs Boulevard, Franklin, Tennessee;

AND BE IT FURTHER RESOLVED, that a minimum of 7 days notice be published in a newspaper of general circulation and that such notice shall identify the real property to be considered, the term or terms of such lease and the contracting party.

County Commissioner

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For 6	Against 0		
Law Enforcement/Public Safety	For 5	Against 0		
Budget Committee	For 5	Against 0		
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date

Resolution No. 7-14-37
Requested by: Parks and Recreation Department

6/30/14
11:45 a.m.
JW

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LICENSE AGREEMENT WITH THE FAIRVIEW LIONS CLUB

WHEREAS, pursuant to *Tennessee Code Annotated,* Section 5-7-116, a county may license the temporary use of land or existing buildings owned by the county to any person, corporation, partnership or association for such consideration and upon such terms as in the judgment of the governing body are in the interests of the county; and

WHEREAS, Williamson County owns real property located at 214 Highway 96 West, Fairview, TN which is commonly referenced as the Fairview Ball Park; and

WHEREAS, the Fairview Lions Club is a civic organization that owns property adjacent to the Fairview Ball Park; and

WHEREAS, the Fairview Lions Club has requested permission to conduct some land grading work on a portion of the park as shown on the map attached hereto as Exhibit A at the Fairview Lions Club's cost; and

WHEREAS, the grading work will expand the Fairview Ball Park's usable space by leveling a portion of the property that is adjacent to the Fairview Lions' property; and

WHEREAS, the Fairview Lions Club has agreed to be responsible for obtaining all required permits and approvals from state and local governmental entities needed to conduct the grading work and to provide all grading plans to the County Engineer Department for review prior to conducting the work; and

WHEREAS, the Williamson County Board of Commissioners desires to grant the County Mayor the authority to enter into a license agreement with the Fairview Lions Club to grant permission to conduct land grading work:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 14th day of July, 2014, hereby authorizes the County Mayor to execute a license agreement, and any future amendments or addendums, with the Fairview Lions Club for the use of a portion of the Fairview Ball Park located at 214 Highway 96, Fairview, Tennessee to conduct grading work subject to the conditions and restrictions contained in the license agreement.

Dwight Jones
County Commissioner

Ricky D Jones
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For 6	Against 0		
Parks and Recreation Committee	For 6	Against 0		
Commission Action Taken:	For ____	Against ____	Pass ____	Out ____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date

(AuthorizeLicensewithFairviewLionsClub)

651.00 ft
480.30 ft
72.64 ft
133.05 ft
41
14.7 ACs
42
37.16 AC
170.1'
176.9'

6/30/14
11:45 a.m.
JW

Resolution No. 7-14-38
Requested by: County Mayor's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND THE CITY OF FAIRVIEW FOR THE PROVISION OF ROAD WORK TO MUNICIPAL ROADS

WHEREAS, both Williamson County, ("County"), and the City of Fairview, ("City"), are governmental entities of the State of Tennessee and, as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated,* Section 12-9-104; and

WHEREAS, pursuant to *Tennessee Code Annotated,* Section 54-7-202, the Highway Department is authorized to perform road work to other governmental entities if authorized by the County's legislative body and if the cost for the work is reimbursed to the Highway Department; and

WHEREAS, the City has determined that it would be advantageous for it's citizens to periodically request assistance from the Highway Department for the repair and maintenance of municipal roads located within the boundaries of the City; and

WHEREAS, the City has agreed to reimburse the Highway Department for its cost, including labor, material, and equipment, to conduct road work on municipal roads within the City's jurisdiction; and

WHEREAS, the parties believe this interlocal agreement is beneficial to both parties and as such, by adoption of this resolution, the County Board of Commissioners authorizes the County Mayor to execute the interlocal agreement and all other documents relating to the reimbursement of costs for the provision of road work conducted by the Highway Department on municipal roads within the jurisdiction of the City:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 14th day of July, 2014, hereby approves the terms of the interlocal agreement and authorizes the Williamson County Mayor to execute the interlocal agreement and all other documents with the City of Fairview to define the parties' financial and contractual obligations and responsibilities concerning the provision of and reimbursement of road work conducted by the County Highway Department on municipal roads within the jurisdiction of the City of Fairview.

Dwight Jones
County Commissioner

Ricky D Jones
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission	For____	Against____		
Budget Committee	For 5	Against 0		
Commission Action Taken	For____	Against____	Pass____	Out____

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITY OF FAIRVIEW REGARDING PERIODIC ROAD WORK AND MAINTENANCE TO MUNICIPAL ROADS

THIS INTERLOCAL AGREEMENT, ("Agreement"), is entered into by and between **WILLIAMSON COUNTY, TENNESSEE,** (hereinafter called "County"), a political subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064, on behalf of the Williamson County Highway Department, (hereinafter called "Highway Department"), and **CITY OF FAIRVIEW, TENNESSEE,** (hereinafter called "City"), located at Fairview City Hall, 7100 City Center Way, Fairview, Tennessee, 37062, to establish the terms and conditions regarding assistance from the Williamson County Highway Department for maintenance of municipal roads, (hereinafter referred to collectively as "roads"), which are located within the established boundary of the City.

RECITALS

WHEREAS, City has determined that it would be advantageous for it to periodically request assistance from the Highway Department for the maintenance of municipal roads located within the boundaries of the City;

WHEREAS, pursuant to *Tennessee Code Annotated, Section 54-7-202,* the Highway Department is authorized to perform road work to other governmental entities if authorized by the County's legislative body and if the cost for the work is reimbursed to the Highway Department;

WHEREAS, the City has agreed to reimburse the Highway Department for the cost of all projects so authorized to be reimbursed to the county road department;

WHEREAS, County and City have determined that it is beneficial to the citizens of the County to establish terms defining the services and compensation concerning the maintenance of City's roads;

NOW THEREFORE, in consideration of the mutual promises contained herein the sufficiency of which are hereby acknowledged, the parties agree as follows:

I. **Purpose of Agreement.** The purpose of this Agreement is to set forth the obligations of the parties in the provision of road work for municipal roads within the jurisdiction of the City.

II. **Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act, Tennessee Code Annotated*, Sections 12-9-101, et seq., and Section 54-7-202. The parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible from and after the execution of this Agreement.

III. **Separate Entity**. This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstances.

IV. **Road Work.** Conditioned on the availability of labor, equipment, and material, the Highway Department shall conduct road work on municipal roads as requests are made by the City. City acknowledges and accepts that the Highway Department shall have full and absolute control over scheduling road work to the City's roads.

V. **Division of Labor and Costs**. The City shall reimburse the Highway Department for the costs of all aspects of conducting the road work on City roads including, but not limited to, costs for labor, material, and equipment. City shall make payment to the Highway Department no later than thirty days after receipt of an invoice from the Highway Department.

VI. Term & Termination.

A. *Initial Term*. The term of this Agreement will begin on the date this Agreement is signed by all required parties and delivered to the office of the County Mayor and shall expire on June 30, 2015.

B. *Extensions*. This Agreement may be extended for additional terms of one year each. The option to extend this Agreement may be exercised only if both parties agree in writing to extend this Agreement. To be effective any extension must be approved by legal counsel for County. In no event shall this Agreement exceed five years.

C. *Termination for Convenience*. Any party may withdraw from this Agreement at any time and without cause upon providing the other party with a minimum of 30 days' written notice. Should the City initiate termination for convenience, then the City shall reimburse the Highway Department for all costs associated with the provision of road work including, but not limited to, labor, material, and equipment. The parties may agree to terminate this Agreement at any time.

D. *Termination Funding*. Should funding for this Agreement be discontinued by either parties' legislative body, said party shall have the right to terminate this Agreement immediately upon notice to the other party.

VII. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

VIII. General Provisions.

A. *Assignment.* The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Neither this Agreement nor any of the rights and obligations of the parties hereunder shall be assigned or transferred in whole or in part without the prior written consent to the non-assigning party. Any such assignment or transfer shall not release the assigning party of its obligations hereunder.

B. *Modification & Amendment.* This document constitutes the entire understanding of the parties. This Agreement may be modified only by written amendment executed by all parties and their signatories thereto.

C. *Force Majeure.* No party shall have any liability to any other party hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure,* meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

D. *No Warranties.* The County as the entity performing the road work states that it offers no warranties of any kind express or implied including, but not limited to, fitness for use.

E. *Assumption of Liability.* Each party shall be and remain liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers. Nothing in this Agreement shall be construed to limit any party's governmental immunity.

F. *Compliance with Law.* Both parties agree to comply with any applicable federal, state or local laws and regulations. Both parties agree not to subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, gender, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

G. *Notices.* Notices to the County shall be sent to:

Attn: Office of the County Mayor
Address: 1320 West Main, Suite 125
Franklin, TN 37064

Notices to the Highway Department shall be sent to:

Attn: Superintendent Eddie Hood
Address: 302 Beasley Drive
Franklin, TN 37064

Notices to the City shall be sent to:
Office of the City Manager
Fairview City Hall
7100 City Center Hall
Fairview, TN 37062

H. *Partnership Joint Venture.* Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create a relationship of principal and agent between or among any of the parties. Neither party shall hold itself out in a manner contrary to the terms of this paragraph. Neither party shall become liable for any representation, act or omission of the other party contrary to the terms of this paragraph.

I. *Waiver.* No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any default.

J. *Entire Agreement.* This Agreement sets forth the entire agreement between these two parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

K. *Severability.* Should any provision of this Agreement be declared invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the Agreement.

L. *Required Approvals.* Each party shall be responsible for receiving all approvals from the appropriate governing bodies prior to executing this Agreement as well as future required approvals in a diligent manner.

M. *Effective Date.* This Agreement shall not be binding upon the parties until it has received the required legislative approvals and has first been signed by an authorized representative(s) of City and then by the authorized representatives of County and has been filed in the office of the County Mayor. When it has been so signed and filed, this agreement shall be effective as of the date this Agreement is fully executed by all required parties.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

WILLIAMSON COUNTY, TENNESSEE

By:_____
Rogers Anderson, County Mayor

Date: _____

APPROVED AS TO LEGALITY OF FORM AND COMPOSITION:

_____
County Attorney

CITY OF FAIRVIEW

By:_____
Beverly Totty, City Mayor

Date: _____

APPROVED AS TO LEGALITY OF FORM AND COMPOSITION:

_____
City Attorney

6/30/14
11:45 a.m.
JW

Resolution No. 7-14-39
Requested by: Williamson County Commissioner Little

RESOLUTION TO EXPRESS SUPPORT FOR LEGISLATION THAT WOULD AMEND TITLE 39, CHAPTER 17, SECTION 307(d)(2) TO DELETE THE PROVISION EXEMPTING WILLIAMSON COUNTY FROM THE AFFIRMATIVE DEFENSE FOR OBSTRUCTING HIGHWAYS

WHEREAS, *Tennessee Code Annotated,* 39-17-307 makes it a Class C misdemeanor for any person who intentionally, knowingly, or recklessly obstructs a highway, street, sidewalk or any area that the public or a substantial portion of the public has access; and

WHEREAS, *Tennessee Code Annotated,* Section 39-17-307(d) establishes an affirmative defense to obstructing public ways if the person proves that the organization is exempt under 26 U.S.C. (c)(3) or (4) and has received permission from the Sheriff's Office, but Williamson County opted out of the affirmative defense provision by population class; and

WHEREAS, Subsection (d)(3) provides that the affirmative defense does not apply in any county having a population of not less than eighty thousand (80,000) nor more than eighty-three thousand (83,000), according to the 1990 federal census or any subsequent federal census; and

WHEREAS, Williamson County's population according to the 1990 federal census was 81,021 resulting in the affirmative defense not being available to Williamson County; and

WHEREAS, the Williamson County Board of Commissioners finds it would be in the interest of its citizens to express its support for amending T.C.A. § 39-17-307(d) by deleting subsection (3) which defines the population class of Williamson County:

NOW, THEREFORE, BE IT RESOLVED, that by action of the Board of Commissioners, meeting in regular session, this the 14th day of July, 2014, Williamson County expresses its support for state legislation which would amend T.C.A. § 39-17-307(d) to delete the exception to the affirmative defense for obstructing highways found at T.C.A. § 39-17-307(d)(3);

AND BE IT FURTHER RESOLVED, that upon approval of this resolution and its signing, the Board of Commissioners directs the County Clerk's Office to mail a copy of this resolution to Williamson County's State Representatives and State Senators.

County Commissioner

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee:	For _____	Against _____	Pass_____	Out _____
Commission Action Taken:	For _____	Against _____	Pass_____	Out _____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date

Road Obstruction Donations

Resolution No. 7-14-40
Requested by: County Mayor's Office

6/30/14
11:45 a.m.
JW

RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE TOWN OF NOLENSVILLE FOR THE EXCHANGE OF GEOGRAPHIC INFORMATION

WHEREAS, both Williamson County, ("County"), and the Town of Nolensville, ("Town"), are governmental entities of the State of Tennessee and, as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated,* Section 12-9-104; and

WHEREAS, both the County and Town maintain Geographic Informational Systems, (GIS), as well as other digital storage and retrieval systems; and

WHEREAS, both parties support and encourage an exchange of information and material among governmental agencies in order to provide maximum service to the public at minimum public cost; and

WHEREAS, Nolensville and Williamson County desire to cooperate in the exchange of geographic information as well as other digital information with each other through a non-exclusive license; and

WHEREAS, the parties find it to be beneficial to both the citizens of Williamson County and the Town of Nolensville to cooperate with one another to provide the most accurate mapping information:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session, this the 14th day of July, 2014, hereby authorizes the County Mayor to execute an Interlocal Agreement with the Town of Nolensville as well as any amendments or other documents, to provide a mutual non-exclusive license for the mutual exchange of geographic information.

Dwight E. Jones
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee:	For 6	Against 0	Pass____	Out____
Budget Committee:	For 5	Against 0	Pass____	Out____
Commission Action Taken:	For____	Against____	Pass____	Out____

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

INTERLOCAL AGREEMENT
NON-EXCLUSIVE LICENSE

This Interlocal Agreement is entered into on this _____ day of _____, 2014, by and between **Williamson County, Tennessee,** ("County"), a governmental entity of the State of Tennessee, and the **Town of Nolensville,** ("Town"), a governmental entity of the State of Tennessee.

1. **Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act*, Tennessee Code Annotated Sections 12-9-101, et seq., and the parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible from and after the execution of this Agreement.

2. **Purpose of Agreement.** Williamson County and Town are currently subject to a mutual non-exclusive license for the sharing of geographic information systems ("GIS"). It is the intent of both parties to continue to provide a non-exclusive license agreement to each other to enable the parties to share GIS mapping information for the benefit of each party's respective citizens.

3. **Separate Entity.** This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstances.

4. **Non-Exclusive License.** The individual parties grant the other party a non-exclusive license to use and reproduce the information, maps, reports and any other documentation, ("Licensed Material") provided for pursuant to this agreement and subject to the restrictions contained herein. The parties agree not to use the Licensed Material in its business capacity and shall not provide or reproduce the Licensed Material for resale, unless otherwise agreed upon in writing by the parties or otherwise required by applicable law.

5. **No Resale or Unauthorized Access.** Neither Town nor Authorized User shall market, offer to sell, sell and/or otherwise resell the GIS data or any part of the GIS data to any third party or provide any commercial hosting service to access the GIS data. Authorized Users shall not permit or provide unauthorized users access to the GIS data using any authentication code, user name, password, or any other authentication method used by the parties to access the GIS data.

6. **File Transfer Protocol.** Each party will implement and maintain reasonable measures to ensure that only authorized users have access to the servers that contain the parties GIS data. Each party will take reasonable steps to prevent unwarranted intrusion into data managed or maintained by the parties including, but not limited to, reasonable steps to protect such party's password files and access to the GIS data. Each party shall ensure that passwords are given only to those employees that have a direct need to access the GIS data and that passwords are not to be shared by multiple users.

7. **Term.** The initial term of this Agreement shall begin on the 15th day of July, 2014. The initial Agreement term will end on the 30th day of June, 2015. The term of this agreement will automatically renew for an additional one year term unless otherwise terminated as provided for in this Agreement.

8. **Consideration.** The parties acknowledge that the exchange of information shall be adequate consideration and, as such, neither party is obligated to pay any fee to the other party for the exchange of information unless otherwise agreed upon in writing and signed by the parties. This section is not intended to limit a party's legal remedies in collecting damages from breach of this Agreement.

9. **Warranty. EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S), OR LICENSED MATERIAL**

PROVIDED FOR PURSUANT TO THIS AGREEMENT. THE PARTIES ALSO MAKE NO WARRANTY THAT THE LICENSED MATERIAL WILL BE ERROR FREE.

10. **Termination – Breach.** Should either party breach or violate any material terms of this Agreement, the non-breaching party shall have the right to immediately terminate this Agreement by providing the breaching party with written notice. Such termination shall not relieve the breaching party of any liability to the non-breaching party for damages sustained by virtue of any breach.

11. **Termination – Notice.** Either party may terminate this Agreement at any time and for any reason upon thirty days written notice to the other party.

12. **Notices.**

a. **Delivery.** Except as otherwise provided herein, any notice or other communication between the parties hereby regarding the matters contemplated by this Agreement shall be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile, hand delivery or electronic mail, in each case delivered to the addresses set forth below for the recipients.

i) Notices to County shall be sent to:

Mr. Perry Perritt
Williamson County GIS Management
1320 West Main Street, Suite 311
Franklin, TN 37064

ii) Notices to the Town shall be sent to:

_____

_____

13. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

14. **Modification of Contract.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

15. **Independent Entities.** The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party to this Agreement contrary to the terms of this paragraph. Each party shall maintain its own identity in providing services. Each party is separately responsible for establishing its own policies.

16. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.

17. **Waiver.** No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

18. **Non-Binding Dispute Resolutions.** The parties agree that should any dispute arise regarding this Agreement or any of the services or goods provided for, then the parties may agree in writing to enter into non-binding mediation or arbitration and only to the extent as provided for under Tennessee Law.

19. **Assignment – Consent Required.** Neither party may assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall be in the complete discretion of the party receiving the notice.

20. **Assumption of Liability.** Each party shall be and remain liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers. Nothing in this Agreement shall be construed to limit any party's governmental immunity.

21. **Entire Contract.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

22. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

23. **Governing Law.** The validity, construction, and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed exclusively by the laws of the State of Tennessee.

24. **Venue.** Any action between the parties arising from this Agreement shall be maintained exclusively in the courts of Williamson County, Tennessee.

25. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

26. **Conflicting Terms.** The parties agree that should the language in this Agreement conflict with any language included in any documentation whether provided for by either party or not, then the language or terms of this Agreement shall be controlling.

27. **Required Approvals.** Each party shall be responsible for receiving all approvals from the appropriate governing bodies prior to executing this Agreement as well as future required approvals in a diligent manner.

28. **Effective Date.** This Agreement shall not be binding upon the parties until it has been signed first by the Town and then by the authorized representatives of Williamson County.

SIGNATURE PAGE FOLLOWS:

WILLIAMSON COUNTY:

_____

Rogers Anderson, County Mayor

Purchasing Agent:

_____

APPROVED AS TO FORM AND LEGALITY:

_____

Williamson County Attorney

FILED IN THE OFFICE OF THE WILLIAMSON COUNTY MAYOR:

_____

Date:_____

TOWN OF NOLENSVILLE:

_____

Jim Alexander, Town Mayor

Date _____

APPROVED AS TO FORM AND LEGALITY:

_____

Town Attorney

H:\Williamson County\Agreements\GIS Contracts\Nolensville GIS Agreement-K#14-169 (6-22-14).rtf

Resolution No. 7-14-41
Requested by: Office of Public Safety

6/30/14
11:45 a.m.
JW

RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN AND THE CITY OF BRENTWOOD TO ESTABLISH A JOINT COMMUNICATIONS NETWORK COMMITTEE

WHEREAS, Williamson County, ("County"), the City of Franklin, ("Franklin"), and the City of Brentwood, ("Brentwood"), have the express authority, upon approval of their governing bodies, to enter into interlocal agreements pursuant to *Tennessee Code Annotated*, Section 12-9-104 to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, *Tennessee Code Annotated*, Section 5-1-113 provides that Counties may enter into agreements, compacts or contractual relations with municipalities lying within the County's boundaries for the purpose of permitting the County and Municipalities to jointly conduct, operate or maintain necessary services or functions; and

WHEREAS, pursuant to the code sections referenced above, the parties are authorized to create a separate entity to conduct joint or cooperative undertaking under the direction of a separate committee with representatives from the respective parties to this Agreement conditioned on annual reports being filed with the Tennessee Comptroller's Office; and

WHEREAS, the parties to this Agreement are committed to providing efficient and effective support and delivery of public safety services to people who need assistance and providing emergency response and law enforcement personnel with reliable, interoperable communications; and

WHEREAS, the parties have determined the need for a joint communication network committee to oversee the expansion, maintenance, operation, and access of an 800 MHz trunked radio system with the intent to improve emergency dispatch and response throughout Williamson County; and

WHEREAS, the parties recognize that other joint communication networks may be needed in the future and that such networks have potential beneficial uses beyond public safety, such as school systems, parks, public works and utilities:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session, this the 14th day of July, 2014, hereby authorizes the County Mayor to execute an Interlocal Agreement with the City of Franklin and the City of Brentwood as well as any amendments or other documents, to establish a joint communication network authority and committee to oversee the expansion, maintenance, operation and access to a communication system.

Dwight Jones
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee:	For 6	Against 0	Pass____	Out ____
Budget Committee:	For 5	Against 0	Pass____	Out ____
Commission Action Taken:	For ____	Against____	Pass____	Out ____

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

CommunicationNetworkAuthority

COF Contract No. 2014-0081

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE, THE CITY OF BRENTWOOD AND THE CITY OF FRANKLIN

THIS INTERLOCAL AGREEMENT, ("Agreement"), is made and entered into pursuant to Tennessee law, by and between **WILLIAMSON COUNTY, TENNESSEE**, (hereinafter "County"), the **CITY OF BRENTWOOD**, (hereinafter "Brentwood"), and the **CITY OF FRANKLIN**, (hereinafter "Franklin"), concerning the creation and empowerment of a joint multi-jurisdictional communication network authority.

WHEREAS, the parties have the express authority, upon approval of their governing bodies, to enter into interlocal agreements pursuant to *Tennessee Code Annotated*, Section 12-9-104 to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, *Tennessee Code Annotated*, Section 5-1-113 provides that Counties may enter into agreements, compacts or contractual relations with municipalities lying within the County's boundaries for the purpose of permitting the County and Municipalities to jointly conduct, operate or maintain necessary services or functions; and

WHEREAS, pursuant to the referenced code sections referenced above, the parties are authorized to create a separate entity to conduct joint or cooperative undertaking under the direction of a separate committee with representatives from the respective parties to this Agreement; and

WHEREAS, the parties to this Agreement are committed to providing efficient and effective support and delivery of public safety services to people who need assistance and to providing emergency response and law enforcement personnel with reliable, interoperable communications; and

WHEREAS, Franklin has invested in establishing infrastructure for an 800 MHz trunked radio system which will remain the property of Franklin; and

WHEREAS, the parties have determined the need for a joint communication network committee to oversee the expansion, maintenance, operation, and access of an 800 MHz trunked radio system with the intent to improve emergency dispatch and response throughout Williamson County; and

WHEREAS, the parties recognize that other joint communication networks may be needed in the future and that such networks have potential beneficial uses beyond public safety, such as school systems, parks, public works and utilities.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **PURPOSE**. The purpose of this Agreement is to establish a joint communication network authority with a committee to initially be comprised of representatives of the originating parties to this Agreement and to empower the committee to oversee the establishment, expansion, maintenance, operation, and access of an 800 MHz trunked radio system and such other communication networks may as be necessary to carry out the intent of this Agreement, subject to the powers granted herein.

2. **ESTABLISHMENT OF AUTHORITY**. By execution of this Agreement, the parties hereby create the multi-jurisdictional Williamson County Joint Communication Network Authority, (hereinafter "Authority"). The Authority will be governed by a nine member committee that shall serve as the governing, policy-setting body to oversee the activities of the Authority. The parties will act in good faith, and based on available resources, permit employees of the parties to assist and advise the committee overseeing the joint communication network.

3. **CREATION OF COMMITTEE**. The Authority shall be controlled by a Committee of nine members, all of whom shall be citizens and residents of Williamson County, over the age of twenty-one years, who shall serve without compensation, in the manner and for the terms hereinafter provided. Committee membership shall include:

(A) The Director of the Williamson County Office of Public Safety or his or her designee;
(B) The Williamson County Sheriff or his or her designee;
(C) The County Mayor or his or her designee;

8. FUNDING. The Committee, subject to approval of the parties' legislative bodies, will be adequately funded to carry out the duties and responsibilities as set out in this Agreement and under applicable law. The parties agree to act in good faith in seeking the appropriation of funds from their respective legislative bodies.

9. PROPERTY. Each party shall maintain ownership of its real and personal property owned at the time this Agreement is executed or purchased solely by the individual parties during the term of this Agreement. A party may dispose of any such property, provided that if the property is an essential component of the joint communication network, disposal may not occur until the Committee has approved a plan to replace the property, to purchase the property for use by the Authority, or to operate without the property. Property purchased by the Authority or as a joint purchase of the members, shall be held in the name of the Authority.

10. REIMBURSEMENT. Financing of joint projects by agreement shall be as provided by law.

11. TERM. Recognizing the financial contribution each party will make under this Agreement, this Agreement will continue until this Agreement is terminated in the manner provided herein.

12. TERMINATION.

(A) Convenience. The parties can agree to terminate this Agreement and dissolve the Authority upon unanimous affirmative vote of the parties. Each party shall maintain ownership in real and personal property that was owned by the party or purchased by the party. The parties shall in good faith, negotiate the transfer of ownership or disposal of any property owned by the Authority, subject to applicable law. The parties may agree by unanimous affirmative vote to transfer all ownership interest in any Authority owned property to a governmental entity that was not a member of the Authority. No further obligations or liabilities shall be imposed upon the withdrawing parties after dissolution of the Authority and termination of this Agreement for convenience.

(B) Termination for Cause. In the event a party believes it has cause to withdraw from this Agreement and terminate its participation on the Committee, it shall submit written notice to the Committee. The notice shall include the following information:

(i) An explanation of the facts and circumstances causing the party to believe its withdrawal from this Agreement and termination of its participation on the Committee is necessary;

(ii) A description of the probable financial impacts on the other parties from the requesting party's withdrawal;

(iii) An explanation of whether the equipment or infrastructures owned by the requesting party currently being used as part of the communication network will continue to be used by the Authority; and

(iv) A proposed withdrawal plan that will identify all necessary actions which need to be undertaken to effect the withdrawal of the party.

(C) Act on Request of Termination for Cause. Once the Committee receives the plan and other documentation required to be provided by a terminating party, the Committee and the withdrawing party will negotiate in good faith to arrive at a withdrawal plan which may include assessment of reasonable cost and continued use of infrastructure owned by the withdrawing party.

(D) Cost and Obligations for Withdrawal. In addition to being liable for its financial share of projects approved by the Committee prior to the receipt of the withdrawal request, the withdrawing party shall be liable for additional costs to the remaining parties arising out of or resulting from such withdrawal. The withdrawing party shall pay the amount to the Authority within 90 days after the effective date of the withdrawal.

(E) Effect of Termination. This Agreement shall continue in effect with respect to all parties that have not withdrawn unless the number of active parties is reduced so that only one party remains. As long as this Agreement remains in effect, any property that is held in the name of the Authority shall remain the property of the Authority.

13. ADDITION OF NEW PARTIES. The Committee may approve the addition of new parties to this Agreement and the terms and conditions of such addition by a two-thirds vote of the entire membership, provided that no such addition may take effect without the affirmative vote of at least one member representing each of the three original parties to this Agreement. The monetary amount to be charged to a new party shall be determined by the Committee upon consideration of relevant factors including past investment by the originating and current parties and the infrastructure and equipment the new party can contribute to the communication network. Notwithstanding any other provision of this Agreement, no new party shall be admitted to the Committee unless payment is received from the new party or payment arrangements acceptable to the Committee have been made by the new party for:

(A) Any charges assessed by the Committee to recover a share of the planning and organizational costs of the Authority, and the purchase of real and personal property for the communication network.

(B) Any additional costs incurred by the Authority to accommodate the addition of the new party.

14. INSURANCE. Each party shall be responsible for obtaining and maintaining its own liability and property related to this Agreement. Furthermore, the Authority shall obtain and maintain liability and property insurance against losses or liability associated with the operation of the joint communication network.

15. NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

16. AUTHORITY TO ENTER INTO AGREEMENT. This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act*, T.C.A. 12-9-101, et. seq., and the parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible from and after the execution of this Agreement.

17. PUBLIC MEETING. All meetings of the Committee created pursuant to this Agreement shall be subject to the open meetings provisions of title 8, chapter 44, except, upon a majority vote of those members in attendance for the public portion of the meeting, the Committee may hold confidential, nonpublic executive sessions to discuss pending litigation and pending legal controversies or other purpose permissible under applicable law.

18. NOTICE. All notices under this Agreement shall be given in writing, addressed to the following persons:

To: Williamson County
Attn: Office of Public Safety Director
1320 West Main St., Suite B-25
Franklin, TN 37064

To: City of Brentwood
Attn: City Manager
5211 Maryland Way/P. O. Box 788
Brentwood, TN 37024

To: City of Franklin
Attn: City Administrator
103 3rd Avenue South
Franklin, TN 37064

Written notices shall be deemed received three days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above.

19. GRANT AGREEMENT COMPLIANCE. The Committee shall comply with the terms of all grant agreements received by the Authority or on behalf of the Authority between a party to this Agreement and a state or federal entity.

20. MISCELLANEOUS.

a. RELATIONSHIP. In consideration of the mutual covenants provided herein, the parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to this Agreement.

b. Binding. This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.

c. Dispute Resolution. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.

d. Severability. The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

e. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual agencies shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

f. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

g. Assignment. The rights and obligations of this Agreement are not assignable.

h. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

i. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

Williamson County, Tennessee:

By: _____

Date: _____

Approved as to form and legality:

_____
County Attorney

City of Brentwood:

By: _____

Date: _____

Approved as to form and legality:

_____
City Attorney

City of Franklin

By: _____

Date: _____

Approved as to form and legality:

_____
City Attorney

H:\Williamson County\Agreements\InterlocalAgrmts\Interlocal Brentwood Franklin-Joint Communcation Newtork Authority-K#14-074 (3-31-14).doc

6/30/14
11:45 a.m.
JW

Resolution No. 7-14-42
Requested by: Williamson County Mayor's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LONG TERM LEASE AGREEMENT WITH THE STATE OF TENNESSEE

WHEREAS, Williamson County, ("County"), is a governmental entity of the State of Tennessee and, as such, is authorized pursuant to Tenn. Code Ann. § 5-7-116 to enter into lease agreements with any individual, corporation or association upon such terms as the Board of Commissioners deems appropriate; and

WHEREAS, the Office of the District Public Defender for the 21st Judicial District, an agency of the State of Tennessee, is currently occupying office space in the historical section of the Williamson County Courthouse through a lease agreement that expires on August 31, 2014; and

WHEREAS, because the office of public defender begins on September 1, 2014 and runs for a term of eight years expiring on August 31, 2022, the Public Defender has requested a long term lease agreement that would be for a maximum of 8 years to coincide with the Office of Public Defender's term; and

WHEREAS, the term of a lease agreement that exceeds 5 years must satisfy the additional public notice requirements found in Tenn. Code Ann. § 7-51-904; and

WHEREAS, finding it to be in the interest of the citizens of Williamson County, the Williamson County Board of Commissioners desires to grant the County Mayor the authority to enter into the long term lease agreement with the State of Tennessee for the office space located in the historical section of the Courthouse currently being used by the Office of the Public Defender:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 14th day of July, 2014, hereby authorizes the County Mayor to execute the long term lease agreement, and any future documents, amendments or addendums, with the State of Tennessee, to permit the Office of the District Public Defender for the 21st Judicial District continued use of the office space in the historical section of the Williamson County Courthouse located at 305 Public Square, Franklin, Tennessee;

AND BE IT FURTHER RESOLVED, that a minimum of 7 days' notice prior to the July 14 meeting be published in a newspaper of general circulation and that such notice shall identify the real property to be considered, the term or terms of such lease and the contracting party.

County Commissioner

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For 6	Against 0		
Law Enforcement/Public Safety	For 5	Against 0		
Commission Action Taken:	For ____	Against ____	Pass ____	Out ____
Budget Committee	For 5	Against 0		

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date

PublicDefenderLease

6/30/14
11:45 a.m.

Resolution No. 7-14-43
Requested by: County Mayor's Office

RESOLUTION TO NAME A BRIDGE LOCATED ON COVINGTON-EUDAILY ROAD IN HONOR OF CLYDE LYNCH, SR. FOR HIS MANY YEARS OF PUBLIC SERVICE TO WILLIAMSON COUNTY AND ITS CITIZENS

WHEREAS, Clyde Lynch, Sr., who passed away on February 21, 2014, was a lifelong resident of Williamson County who served his community for 37 years as a County Commissioner on the Williamson County Board of Commissioners and 20 years on the Williamson Medical Center Board of Trustees; and

WHEREAS, Mr. Lynch grew up in the Millview community of Williamson County and served his country in the United States Navy; and

WHEREAS, for his public service, Mr. Lynch received numerous awards and accolades for his service to his community and Williamson County, including receiving the Citizen of the Year by Civitan International, the Paul Harris Fellow award from the Franklin Noon Rotary Club and was honored with the Legacy Award by the Williamson County-Franklin Chamber of Commerce; and

WHEREAS, as a County Commissioner, Mr. Lynch was instrumental in the land acquisition and construction of the Williamson County Agricultural Exposition Park; and the creation of thousands of jobs for the citizens of Williamson County; and

WHEREAS, he was known for his quick and memorable mathematical abilities as well as his efforts to ensure the County's tax revenues were spent in a fiscally responsible manner; and

WHEREAS, Williamson County, and its citizens, are grateful to Mr. Lynch for his exemplary leadership, public service and dedication to the betterment of Williamson County.

WHEREAS, the Williamson County Board of Commissioners wishes to honor Mr. Clyde Lynch, Sr. by naming the bridge located on Covington-Eudaily Road which crosses McCroy Creek in his honor, to be dedicated as the "Clyde Lynch, Sr. Memorial Bridge";

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Williamson County, meeting in regular session this the 14th day of July, 2014, has the great privilege and honor to name a bridge located on Covington-Eudaily Road the "Clyde Lynch, Sr. Memorial Bridge" in honor of Mr. Clyde Lynch, Sr. for his exemplary leadership and public service to Williamson County.

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission For ____ Against ____
Commission Action Taken: For ____ Against ____ Pass ____ Out ____
Budget Committee: For 5* Against 0 *As Amended

Elaine Anderson - County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

*As amended - Replace all references to Covington-Eudaily Road with Arno Road, and replace all references of McCrory Creek with the Harpeth River

dg/resolutions/LynchMemorialBridge

PROPOSED AMENDMENT TO RESOLUTION NO. 7-14-43:

Revise the heading to read:

RESOLUTION TO NAME A BRIDGE LOCATED ON ARNO ROAD IN HONOR OF CLYDE LYNCH, SR. FOR HIS MANY YEARS OF PUBLIC SERVICE TO WILLIAMSON COUNTY AND ITS CITIZENS

Revise the last two sections to read:

WHEREAS, the Williamson County Board of Commissioners wishes to honor Mr. Clyde Lynch, Sr. by naming the bridge located on Arno Road which crosses the Harpeth River in his honor, to be dedicated as the "Clyde Lynch, Sr. Memorial Bridge";

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Williamson County, meeting in regular session this 14th day of July, 2014, has the great privilege and honor to name a bridge located on Arno Road the "Clyde Lynch, Sr., Memorial Bridge" in honor of Mr. Clyde Lynch, Sr., for his exemplary leadership and public service to Williamson County.

Resolution No. 7-14-43 (AS AMENDED)
Requested by: County Mayor's Office

RESOLUTION TO NAME A BRIDGE LOCATED ON ARNO ROAD IN HONOR OF CLYDE LYNCH, SR. FOR HIS MANY YEARS OF PUBLIC SERVICE TO WILLIAMSON COUNTY AND ITS CITIZENS

WHEREAS, Clyde Lynch, Sr., who passed away on February 21, 2014, was a lifelong resident of Williamson County who served his community for 37 years as a County Commissioner on the Williamson County Board of Commissioners and 20 years on the Williamson Medical Center Board of Trustees; and

WHEREAS, Mr. Lynch grew up in the Millview community of Williamson County and served his country in the United States Navy; and

WHEREAS, for his public service, Mr. Lynch received numerous awards and accolades for his service to his community and Williamson County, including receiving the Citizen of the Year by Civitan International, the Paul Harris Fellow award from the Franklin Noon Rotary Club and was honored with the Legacy Award by the Williamson County-Franklin Chamber of Commerce; and

WHEREAS, as a County Commissioner, Mr. Lynch was instrumental in the land acquisition and construction of the Williamson County Agricultural Exposition Park; and the creation of thousands of jobs for the citizens of Williamson County; and

WHEREAS, he was known for his quick and memorable mathematical abilities as well as his efforts to ensure the County's tax revenues were spent in a fiscally responsible manner; and

WHEREAS, Williamson County, and its citizens, are grateful to Mr. Lynch for his exemplary leadership, public service and dedication to the betterment of Williamson County.

WHEREAS, the Williamson County Board of Commissioners wishes to honor Mr. Clyde Lynch, Sr. by naming the bridge located on Arno Road which crosses the Harpeth River in his honor, to be dedicated as the "Clyde Lynch, Sr. Memorial Bridge";

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Williamson County, meeting in regular session this 14th day of July, 2014, has the great privilege and honor to name a bridge located on Arno Road the "Clyde Lynch, Sr., Memorial Bridge" in honor of Mr. Clyde Lynch, Sr., for his exemplary leadership and public service to Williamson County.

Judy Hayes _____
Commissioner

Lew Green _____
Commissioner

Betsy Hester _____
Commissioner

Bob Barnwell _____
Commissioner

John Hancock _____
Commissioner

Bert Chalfant _____
Commissioner

Dwight Jones _____
Commissioner

Jack Walton _____
Commissioner

Arlene Cooke _____
Commissioner

Ricky Jones _____
Commissioner

Judy Herbert _____
Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission For __5*__ Against __0__ *AS AMENDED ABOVE
Commission Action Taken: For _____ Against _____ Pass_____ Out_____

_____
Elaine Anderson - County Clerk

_____
Jack Walton - Commission Chairman

_____
Rogers C. Anderson - County Mayor

_____
Date

dg/resolutions/LynchMemorialBridgeAsAmended

FILED 7/2/14
ENTERED 2:30 p.m.

Late-Filed Resolution No. 7-14-44
Requested by County Mayor's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN AGREEMENT WITH THE DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

WHEREAS, Williamson County, ("County"), is a governmental entity of the State of Tennessee and, as such, is authorized to enter into agreements with state agencies;

WHEREAS, Public Chapter 531 of the 2009 Public Acts requires counties to pay to the State the cost of mental evaluation and treatment for defendants that are charged with a misdemeanor;

WHEREAS, the rate charged for mental evaluation and treatment range from $706.58 to $1,313.11 per day depending on the Regional Mental Health Institute;

WHEREAS, the Department of Mental Health and Substance Abuse Services has offered to provide the mental evaluation and treatment for a reduced cost; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of its citizens to enter into an agreement for a reduced cost in the provision of mental evaluation and treatment for defendants that are charged with a misdemeanor.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 14th day of July, 2014, hereby authorizes the Williamson County Mayor to enter into an agreement, and all other necessary documents, with the Department of Mental Health and Substance Abuse Services for a reduced cost in the provision of mental evaluation and treatment for defendants that are charged with a misdemeanor.

Judy Hayes
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:
Budget Committee: For 5 Against 0
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date