

RESOLUTION 11-07
THREE-YEAR CAPITAL OUTLAY NOTES - EXTENSION

RESOLUTION OF THE GOVERNING BODY OF THE CITY OF SPRING HILL,
TENNESSEE, AUTHORIZING THE ISSUANCE, SALE, AND
PAYMENT OF CAPITAL OUTLAY NOTES EXTENSION 2011 NOT TO EXCEED \$1,025,000.00

WHEREAS, pursuant to Title 9, Chapter 21, Tennessee Code Annotated, Parts I, IV, VI, the Governing Body of the City of Spring Hill, Tennessee, (the "Local Government") duly adopted a resolution dated October 20, 2008, authorizing the issuance of capital outlay notes (the "Original Notes") not to exceed two million, five hundred thousand Dollars (\$2,500,000.00) to finance the cost of the Project referenced therein, (the "Resolution"); and

WHEREAS, Nine Hundred Seventy-Five Thousand Dollars (\$975,000.00) of the Original Notes have been issued, sold, and dated November 5, 2008; and

WHEREAS, Title 9, Chapter 21, Tennessee Code Annotated provides that local governments in Tennessee are authorized to extend or renew the maturity date of capital outlay notes 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 capital outlay extension notes to extend and renew One Million, Twenty Five Thousand Dollars (\$1,025,000.00) of the Original Notes maturing on April 1, 2011;

NOW THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Spring Hill, Tennessee, as follows:

Section 1. That, for the purpose of providing funds to retire the outstanding Original Notes, the Chief Executive Officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the State Director of Local Finance, to issue and sell capital outlay extension notes in the principal amount not to exceed One Million, Twenty Five Thousand Dollars (\$1,025,000.00) (the "Extension Notes") at either a competitive public sale or at a private negotiated sale pursuant to the terms, provisions, and conditions permitted by law. The Extension Notes shall be designated "General Obligation Road Improvement Capital Outlay Extension Notes, Series 2011"; 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 99% of par value and accrued interest; shall bear interest at a rate or rates not to exceed six per cent (6%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. That, the Extension Notes shall mature not later than three (3) years after the date of issuance and that the term of the Original notes, Extension Notes and any further extension or renewal notes, in combination, shall not exceed the reasonably expected economic life of the Project, as certified by the Governing Body in the Resolution. Provided, however, that unless otherwise approved by the State Director of Local Finance, each year the Extension Notes are outstanding, one-____ (1/___), but in no event not less than one-ninth (1/9), of the original principal amount of the Original Notes shall mature without renewal but subject to prior redemption.

Section 3. That, the Extension 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, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount.

Section 4. That, the Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the notes, the full faith and credit of the Local Government is irrevocably pledged and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local government over and above all other taxes authorized by the Local government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

If applicable the Extension Notes shall be further secured by

(If the revenues generated by Project are to be applied as additional security for the Extension Notes, describe such revenues here.)

Section 5. That, the Extension Notes shall be executed in the name of the Local Government and bear the manual signature of the chief executive officer of the Local Government and the manual signature of the Mayor with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the Finance Director of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the Finance Director of the Local Government and shall be paid out for the purpose of financing the Project pursuant to this Resolution and as required by law.

Section 6. That, the Extension Notes will be issued in fully registered form and that at all times during which any Extension Note remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register for the registration, exchange or transfer of the Extension Notes. The note transfer, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Extension Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Extension Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instruction of transfer satisfactory to the Local Government duly executed by the registered owner or the registered owner's duly authorized attorney. Upon the transfer of any such Extension Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Extension Note. The Local Government shall not be obligated to make any such Extension Note transfer during the fifteen (15) days next preceding an interest payment date on the Extension Notes, or in the case of any redemption of Extension Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. That, the Notes shall be in substantially the form authorized by the State Director of Local Finance and shall recite that the Notes are issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated.

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

Section 9 That, after the sale of the Extension Notes, and for each year that any of the notes are outstanding, the Local Government shall prepare an annual budget in a form consistent with accepted governmental standards and as approved by the State Director of Local Finance (the "Director".) The budget shall be kept balanced during the life of the notes. The annual budget shall be submitted to the Director immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Director in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes".) If the Director determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Director.

Section 10. That, if any of the Extension Notes shall remain unpaid at the end of three (3) years from the issue date, then the unpaid Extension Notes shall be renewed or extended as permitted by law or retired from the funds of the Local Government or be converted into bonds pursuant to Chapter 11 of Title 9 of the Tennessee Code Annotated, or any other law, or be otherwise liquidated as approved by the State Director of Local Finance.

Section 11. 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 18th day of January, 2011.


(Mayor)

ATTESTED:


(City Recorder/)

CAPITAL OUTLAY NOTE FORM

Registered _____ Registered
(Name of Local Government)
Note #: _____ Of the \$ _____
State of Tennessee

Capital Outlay Note, Series 20_____

DATED _____, 20 _____ INTEREST _____ % MATURITY
DATE _____, 20 _____

Registered Owner: _____
Principal Sum: \$ _____

The _____ (Governing Body) of _____, Tennessee (the Local Government) hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum specified above on the Maturity Date specified above or according to an amortization schedule attached hereto (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum on _____ and thereafter on _____ of each year at the Interest Rate per annum specified above or according to an amortization schedule attached hereto, by check, draft, or warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the note register maintained by or on behalf of the Local Government. Both principal of and interest on this note are payable at the office of the _____ of the Local Government or a paying agent duly appointed by the Local Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption with a premium of _____ % of par value.

This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting in

session on the _____ day of _____, 20____ (the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Title 9, Chapter 21, Section 117, Tennessee Code Annotated provides that this note and interest thereon are exempt from taxation by the State of Tennessee or by any county, municipality or taxing district of the State, except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of 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 note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the manual signature of the _____, and countersigned and attested by the manual signature of the _____ with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the _____ day of 20____.

_____(Local Government Chief Executive)

ATTESTED: _____(City Recorder/County Clerk)

ASSIGNMENT

Note No. R- _____.

Amount: \$ _____.

For value received, the undersigned hereby sells, assigns and transfers unto

(Name and address of assignee)

(Please indicate social security or other tax identifying number of assignee)

The within-mentioned note and hereby irrevocably constitutes and appoints _____, attorney-in-fact, to transfer the same on the note register in the office of the _____ or the agent of the Local Government with full power of substitution in the premises.

Date: _____

Assignor: _____

Address: _____

Signature Guaranteed by: _____

NOTE: The signature as to this assignment must correspond with the name as written on the face of the within note in every particular, without alteration, enlargement or any change whatsoever.