

# RESOLUTION

NO. 2011/06/01

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commissioners in Regular Session, met this 27<sup>th</sup> day of JUNE, 2011

## RESOLUTION IN REF:

## APPROVING RULES OF PROCEDURE FOR ELIMINATING NOMINEES IN CASES WHERE THERE ARE MULTIPLE NOMINEES FOR THE APPOINTMENT OF HAWKINS COUNTY GENERAL SESSIONS JUDGE

WHEREAS, T.C.A. 5-5-111(e) states the county legislative body shall adopt rules of procedure for eliminating nominees in cases where there are multiple nominees for an appointment; and

WHEREAS, there appears to be several qualified individuals seeking this appointment; and

THEREFORE, BE IT RESOLVED the following rules shall apply:

- 1) All candidates must be nominated by a commissioner
- 2) A candidate must receive 11 votes to receive the appointment
- 3) After each ballot of random voice votes, the candidate with the least number of votes and/or any candidates with no votes will be eliminated. Also, two or more candidates will be eliminated if the lowest votes are a tie; however, if the tie results in only one person remaining, no person will be eliminated after last ballot
- 4) In the event only 2 candidates remain and neither candidate receives a majority of 11 votes following 3 ballots, then the election will be deferred to the next regular or special called meeting
- 5) The appointment will be effective July 8, 2011 so as to allow the 10 day period to contest the appointment to expire

INTRODUCED BY: Gary Hicks, Jr.

ACTION:

AYE    NAY    PASSED

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

ROLL CALL

\_\_\_\_\_

DATE SUBMITTED: 06/13/2011

VOICE VOTE

\_\_\_\_\_

A. Carroll Jenkins

ABSENT

\_\_\_\_\_

COUNTY CLERK

BY: A. Carroll Jenkins

COMMITTEE ACTION: \_\_\_\_\_

CHAIRMAN: MELVILLE BAILEY

# RESOLUTION

No 2011/06 102

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 27th day of June 2011.

**RESOLUTION IN REF:                    NOMINATIONS FOR THE APPOINTMENT OF THE HAWKINS COUNTY  
GENERAL SESSION JUDGE POSITION VACATED BY THE DEATH  
OF JUDGE DAVID BRAND**

WHEREAS, the sudden death of Judge David Brand, re-elected in the August 2006 General Election for an eight year (8) term as General Session Judge, has left the office vacant; and

WHEREAS, several resume's have been submitted for the position.

THEREFORE, nomination for the position are now open to the public and the following people are being nominated and recognized for the position by the said commissioner/s.

- |    |                              |   |
|----|------------------------------|---|
| 1. | Daniel G. Boyd               | nominated by Charlie Newton                 |
| 2. | Renfro B. (Buddy) Baird, III | nominated by Shane Bailey                   |
| 3. | C. Christopher Raines, Jr.   | nominated by Jeff Thacker                   |
| 4. | James F. (Jay) Taylor        | nominated by Virgil Mallett and Dustin Dean |
| 5. | Terry Risner                 | nominated by Thomas Wheeler                 |
| 6. | _____                        | nominated by _____                          |
| 7. | _____                        | nominated by _____                          |
| 8. | _____                        | nominated by _____                          |
| 9. | _____                        | nominated by _____                          |

NOW, THEREFORE BE IT FURTHER approved that \_\_\_\_\_ has been selected to fill the term of General Session Judge, beginning immediately and expiring August 31, 2012. Whomever is elected in the next General Election, which will be held in August 2012, will take office on September 1.

Introduced By Esq. **Danny Alvis**

Seconded By Esq. \_\_\_\_\_

Date Submitted 6/13/11

A. Canally Jenkins  
County Clerk

By: Melville Bailey

Chairman \_\_\_\_\_

ACTION:    AYE    NAY    PASSED

Roll Call \_\_\_\_\_

Voice Vote \_\_\_\_\_

Absent \_\_\_\_\_

COMMITTEE ACTION

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\_\_\_\_\_

# RESOLUTION

No. 2011 / 06 / 03

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 27th day of June, 2011.

**RESOLUTION IN REF:            APPROVAL OF DR MARK DALLE-AVE AS MEDICAL EXAMINER  
FOR HAWKINS COUNTY**

WHEREAS, the County Mayor is in receipt of a letter dated May 3, 2011 from Dr. Joseph C. Alder, stating that he respectfully is resigning as Medical Examiner for Hawkins County. In his letter of resignation, he recommends that Dr. Mark Dalle-Ave, whom had been an assistant to him, be appointed as Medical Examiner; and

WHEREAS, Dr. Mark Dalle-Ave has been contacted and is willing to fill the position.

NOW THEREFORE BE IT RESOLVED THAT Dr. Mark Dalle-Ave be appointed as Medical Examiner for Hawkins County as of this 27<sup>th</sup> day of June, 2011..

Introduced By Esq.            **Shane Bailey**

Seconded By Esq. \_\_\_\_\_

Date Submitted 6/13/11

A. Carroll Jenkins  
County Clerk

By: Melville Bailey

Chairman \_\_\_\_\_

ACTION:    AYE    NAY    PASSED

Roll Call    \_\_\_\_\_

Voice Vote    \_\_\_\_\_

Absent    \_\_\_\_\_

COMMITTEE ACTION

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\_\_\_\_\_

# RESOLUTION

No. 2011/ 06 / 04

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of  
Commission in Regular Session, met this 27th day of June, 2011.

## RESOLUTION IN REF: ESTABLISH A REDISTRICTING COMMITTEE

**WHEREAS**, *Tennessee Code Annotated (T.C.A.)* Section 5-1-111 requires that, at least every ten (10) years, county legislative bodies shall change the boundaries of county legislative districts so that members represent substantially equal populations; and

**WHEREAS**, the Hawkins County Legislative Body finds it to be in the best interest of Hawkins County to establish a Redistricting Committee to assist the Hawkins County Legislative Body with the necessary boundaries changes to county legislative districts so that members represent substantially equal populations;

**NOW THEREFORE BE IT RESOLVED** by the Hawkins County Legislative Body, meeting this day 27<sup>th</sup> of June, 2011, that:

**SECTION 1.** The Hawkins County Legislative Body does hereby establish a Redistricting Committee to prepare suggested redistricting plans to be presented to and voted on by the entire Hawkins County Legislative Body.

**SECTION 2.** The Redistricting Committee shall consist of the following members:

- |                         |                     |                  |
|-------------------------|---------------------|------------------|
| (1) Syble Vaughan-Trent | (4) Virgil Mallett  | (7) Lynn Short   |
| (2) B.D. Cradic         | (5) Charlie Freeman | (8) Donna Sharp, |
| (3) Hubert Neal         | (6) Shane Bailey    |                  |

**SECTION 3.** At its first meeting, the Redistricting Committee shall elect a chairman, vice-chairman, and secretary.

**SECTION 4.** Meetings of the Redistricting Committee shall be subject to the open meetings provisions of T.C.A. Title 8, Chapter 44. The secretary of the Redistricting Committee shall prepare the minutes of each meeting.

**SECTION 5.** The Redistricting Committee shall meet from time to time as necessary in order to prepare suggested redistricting plans. The chair of the Redistricting Committee shall report to the Hawkins County Legislative Body at each regular meeting of the Hawkins County Legislative Body on the status of suggested redistricting plans.

Introduced By Esq. Virgil Mallett

Seconded By Esq. \_\_\_\_\_

Date Submitted 6/13/11

A. Canell Jenkins  
County Clerk

By: Melville Bailey

Chairman \_\_\_\_\_

ACTION: AYE NAY PASSED

Roll Call \_\_\_\_\_

Voice Vote \_\_\_\_\_

Absent \_\_\_\_\_

COMMITTEE ACTION

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# RESOLUTION

No. 2011 06 105

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of  
Commission in Regular Session, met this 27th day of June, 2011.

**RESOLUTION IN REF: SUPPORT OF A SENATE JOINT RESOLUTION SJR0090) BY SENATOR  
BEAVERS, A CONSTITUTIONAL AMENDMENT TO ARTICLE VII OF THE  
TENNESSEE CONSTITUTION IN ORDER TO MOVE THE ELECTION OF  
COUNTY OFFICERS AND JUDGES FROM AUGUST TO NOVEMBER OF  
EACH ELECTION YEAR BEGINNING IN 2016 IF PASSED.**

**WHEREAS, Senate Joint Resolution 90 has been introduced by Senator Beavers which proposes an  
amendment to Article VII of the Tennessee Constitution in order to move the election of county officers and  
judges from August to November; and**

**WHEREAS, at the present time counties in the state hold an election every two years where a county  
primary is held in the spring, a state-federal primary/county general election is held in August and state-  
federal election is held in November, resulting in three (3) different election days in the counties; and**

**WHEREAS, this amendment would eliminate one election each election year by moving the county  
primary to the same day as the state and federal primary in August and the county general election to the  
same day as the State and Federal elections in November. This would save Hawkins County approximately  
\$75,000.00 per election year.**

**THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners support this  
amendment and send confirmation to Senator Mike Faulk and Representative Mike Harrison asking them to  
support said resolution on behalf of Hawkins County.**

See attached Resolution

Introduced By Esq. Charlie Freeman

Seconded By Esq. \_\_\_\_\_

Date Submitted 6/13/11

A. Carroll Jenkins  
County Clerk

By: Melville Bailey

Chairman \_\_\_\_\_

ACTION: AYE NAY PASSED

Roll Call \_\_\_\_\_

Voice Vote \_\_\_\_\_

Absent \_\_\_\_\_

COMMITTEE ACTION

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\_\_\_\_\_

SENATE JOINT RESOLUTION 90

By Beavers

A RESOLUTION to propose an amendment to Article VII of the Constitution of Tennessee relative to elections of county officers and judges.

BE IT RESOLVED BY THE SENATE OF THE ONE HUNDRED SEVENTH GENERAL ASSEMBLY OF THE STATE OF TENNESSEE, THE HOUSE OF REPRESENTATIVES CONCURRING, that Article VII, Section 5 is amended by deleting the first and second sentences of the section in their entirety and substituting instead the following language:

Elections for Judicial and other civil officers shall be held on the first Tuesday after the first Monday in November, two thousand and sixteen, and forever thereafter on the first Tuesday after the first Monday in November next preceding the expiration of their respective terms of service. The term of each officer so elected shall be computed from the first day of December next succeeding his election. No officeholder's current term shall be diminished by the ratification of this article and current officeholders shall continue to serve and have their terms extended from the last day of August until the last day of November.

BE IT FURTHER RESOLVED, that the foregoing amendment be referred to the One Hundred Eighth General Assembly and that this resolution proposing such amendment be published by the Secretary of State in accordance with Article XI, Section 3, of the Constitution of Tennessee.

BE IT FURTHER RESOLVED, that the Clerk of the Senate is directed to deliver a copy of this resolution to the Secretary of State.

# RESOLUTION

No. 2011 / 06 / 06

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commissioners in Regular Session, met this 27th day of June, 2011

RESOLUTION IN REF: APPROVAL TO APPLY FOR A LITTER GRANT FOR THE FY 2011-12  
FROM THE STATE OF TENNESSEE ~~OF~~ DEPARTMENT OF  
TRANSPORTATION, AND APPROVAL OF ATTACHED PROGRAM  
DESCRIPTION

WHEREAS, Hawkins County intends to apply for a Litter Grant from the Tennessee Department of Transportation for the fiscal year 2011-12. The contract for the grant will impose certain legal obligations upon the county.

THEREFORE, BE IT RESOLVED that the County Mayor is authorized to apply on behalf of Hawkins County for a litter and trash collecting grant from the Tennessee Department of Transportation.

The County Mayor is authorized to execute contracts or other necessary documents which may be required to signify acceptance of the litter and trash collecting grant by Hawkins County.

FURTHER, that the attached program description be approved.

Introduced by Esq. Gary Hicks, Chairman-Budget Comm.

**ACTION:** AYE NAY PASSED

Seconded By Esq. \_\_\_\_\_

Roll Call \_\_\_\_\_

Date Submitted 6/13/11

Voice Vote \_\_\_\_\_

A. Carroll Jenkins  
COUNTY CLERK

Absent \_\_\_\_\_

BY: Melville Bailey

**COMMITTEE ACTION**

CHAIRMAN \_\_\_\_\_

HAWKINS COUNTY LITTER PROGRAM  
FY 2011-12  
ROADSIDE LITTER PICKUP WORK PLAN

Hawkins County proposes to use citizens that have been sentenced to community service via General Sessions Court System, as well as prisoners, from time to time, out of the jail/workhouse, to collect litter and trash along county and state roadways within Hawkins County's boundary. They will be transported to and from work in a bus. The prisoners used have not committed a felony crime. *The driver of the bus will also guard the prisoners as they pick up trash.* Trash bags will be collected from roadway onto a flatbed truck.

It is proposed that litter and trash collected will take place at least 3 days a week and more if clients report for community service duty. Hawkins County will be using an area rotation system. The rotation will keep an excessive build up of litter in any area of the county and will prevent the possibility of transporting prisoners to an already cleaned area where there would be too much unproductive time and ineffective use of labor. The days that the weather will not permit litter pick up, the community service clients will work at the recycle center sorting and baling recyclables for resell.

Any illegal dumps along roadsides will be cleaned up. All litter that can be recycled will be transported to the recycle center.

All litter workers, drivers or prisoners will be supplied with adequate safety colored vests and will be required to wear these at all times while working on or near a roadway. Work gloves, litter bags, and litter grabbers will be used for the purpose of litter collection. Drinking water will be available for litter workers as well as having a first-aid kit on hand for accidents. Lunches will be provided to all prisoners who participate in the litter collection of the Litter Grant Program.

Specific roads covered for litter collection, pounds of litter collected and other pertinent information will be reported and submitted in the required monthly report to TDOT.



HAWKINS COUNTY LITTER PROGRAM  
FY 2011-12  
EDUCATION PROGRAM WORK PLAN

Hawkins County will target for this year's litter education the following areas:

**Business Education**- Litter and Recycle educate will be taught at Civic organization group meetings to promote litter reduction and recycling in Hawkins County via the business community. Someone from the litter program will encourage business and industries to reduce, reuse and recycle. More civic organizations will be encouraged to participate in litter pick-ups. We have at least fifteen organizations that have "Adopted A Highway" programs at this time.

**Media Education** - We will educate through the media problems concerning litter on the highways and county roads. Radio and newspaper advertising will be used to promote these problems. Also the public will be educated to make Hawkins County a litter free community by putting trash in it's place and recycle when possible.

**Public Education** - We will encourage and work with community groups in scheduling litter pick-up days. We will share with the community the importance of litter control and how it affects the appearance of the county and what a difference recycling makes in the community. Hawkins County will encourage the citizens to make any public event a litter free event by putting all litter in trash receptacle and recycling bottles and drink cans at public events. There are brochures available at different locations in the county on recycling, reducing, litter, etc. for the public education. Events that are annual events are Fourth of July, Heritage Days, cars shows (monthly) as well as annual celebration days held in some of the cities in Hawkins County that are pertinent to the city.

**Student Education** - Litter free sports events at the high schools will be implemented this year and middle schools will be added in the following year. Students in the Pre-K –second grades will be taught "The Day Litter Comes Out and Plays" and third and fourth grades will be educated about what littering does to the environment and the importance of recycle. Students as well as the teachers at all schools will be encouraged to recycle anything that is recyclable.

## RESOLUTION

NO. 2011 / 06 / 07

TO the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 27<sup>th</sup> day of June, 2011.

### **RESOLUTION IN REFERENCE: GUARANTOR FOR THE HAWKINS COUNTY INDUSTRIAL BOARD AT PHIPPS BEND INDUSTRIAL PARK**

**WHEREAS, Resolution 2009-03-06 approved by Hawkins County Board of Commissioners, on March 23, 2009 for the Hawkins County Industrial Board to secure financing for a spec building to be built in the Phipps Bend Industrial Park, and**

**WHEREAS, the Board has already secured a \$600,000.00 grant toward this purpose and has received a proposal from U.S. Bank to secure the remaining funds necessary for the construction in the approximate amount of \$700,000.00. This proposal provides, among other things, that Hawkins County, Tennessee, must be a 100% Guarantor of this loan, and that the loan will be secured by lien of deed of trust on the premises upon which the building is to be erected. The interest rate will be discounted as a result of borrower being a tax exempt governmental entity, The amount of the loan will be slightly more than one-half (1/2) of the estimated total construction costs of \$1,300,000.00 (the remaining \$600,000.00 being covered by the grant referred to aforesaid). A copy of this proposal is hereby attached. **The purpose of this Resolution is for the extension of six (6) months until January 16, 2012.****

### **THEREFORE, BE IT RESOLVED THAT:**

1. Hawkins County, Tennessee does hereby approve and consent to be a 100% Guarantor of the aforesaid loan with the principal sum not to exceed \$700,000.00, and extends for six (6) months, payment of said loan./interest.
2. Pursuant thereto the Hawkins County Attorney be and hereby is authorized to prepare an Opinion letter to the effect that Hawkins County, Tennessee has lawfully obligated itself to be a 100% Guarantor of the aforesaid loan and an extension of six (6) months until January 16, 2012..

Introduced by Esq. John Metz

Action: AYE    NAY    PASSED

Seconded by Esq. \_\_\_\_\_

Roll Call \_\_\_\_\_

Date Submitted: 6/13/11

A. Carroll Jenkins  
County Clerk

Melville Bailey  
Chairman

## RESOLUTION

No. 2011/ 06108

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of  
Commission in Regular Session, met this 27th day of June, 2011.

**RESOLUTION IN REF:**            **Approval of Lighting Services Agreement between Genlyte Thomas Group  
LLC and Hawkins County Schools for Re-lighting Sixteen Hawkins County  
School Facilities**

**WHEREAS**, Cherokee and Volunteer High Schools and Rogersville Middle School have recently had lighting  
upgrades funded by an Energy Efficient Schools Initiative grant and loan, and

**WHEREAS**, the Hawkins County Board of Education has determined that it will be beneficial to upgrade  
sixteen other School facilities; and

**WHEREAS**, with the proposed lighting upgrade, there should be annual savings on energy cost, and,

**WHEREAS**, a TVA representative has reviewed the study prepared by Phillips Lightolier and has agreed that  
there could be a projected annual energy cost savings of between \$64,436 and \$66,550; and

**WHEREAS**, the projected cost of this project is \$767,272, with loan funds being available for such project  
through the Energy Efficient Schools Initiative program, State of Tennessee, at 0% interest rate and no administrative  
fees; and,

**WHEREAS**, retirement of the debt of the loan will be paid by the Hawkins County Board of Education and is  
projected to be funded from the savings in the cost of electricity.

**NOW, THEREFORE, BE IT RESOLVED THAT** the attached Lighting Services Agreement between Genlyte  
Thomas Group LLC and Hawkins County Schools be approved by the Board of County Commissioners on this the  
27th day of June 2011.

Introduced By Esq. Gary W. Hicks, Jr. Chairman, Bgt. Comm.

Seconded By Esq. \_\_\_\_\_

Date Submitted 6/13/11

A. Carroll Perkins  
County Clerk

By: Melville Bailey

Chairman \_\_\_\_\_

ACTION:    AYE    NAY    PASSED

Roll Call    \_\_\_\_\_

Voice Vote    \_\_\_\_\_

Absent    \_\_\_\_\_

COMMITTEE ACTION

\_\_\_\_\_

\_\_\_\_\_

## LIGHTING SERVICES AGREEMENT

THIS LIGHTING SERVICES AGREEMENT (the "**Agreement**"), effective as of 6/20/11 (the "**Effective Date**"), is by and between Genlyte Thomas Group LLC by and through its Energy Services Division, having a place of business at 802 Stone Creek Parkway, Suite 3, Louisville, KY, 40223 ("**Genlyte**"), and Hawkins County Schools having a place of business at 200 North Depot Street, Rogersville, TN 37857 ("**Customer**"). Each of Genlyte and Customer is a "**Party**" and together they are the "**Parties**."

### RECITALS

WHEREAS, Customer desires to engage Genlyte to perform the lighting design, installation and related services described on Schedule A hereto (the "**Project**") at the facility located at 2927 Hwy 66 South Rogersville, TN 37857; 1044 Main Street, Surgoinsville, TN 37873; 2001 East Main Street, TN 37857; 315 Allen Drive, Bull Gap, TN 37711; 1914 Buren Road, Rogersville, TN 37857; 211 Oak Street, Church Hill, TN 37642; 400 Old Stage Road, Church Hill, TN 37642; 1006 North Central Ave., Church Hill, TN 37642; 127 Cherry Street, Mount Carmel, TN 37645; 305 HWY 31, Mooresburg, TN 37811; 1350 Melinda Ferry Rd, Bulls Gap, TN 37711; 1722 East Main Street, Rogersville, TN 37857; 1010 Main Street, Surgoinsville, TN 37873; 2269 East Main Street, Rogersville, TN 37857; 1115 Goshen Valley Road, Church Hill, TN 37642; 1121 East Main Street, Rogersville, TN 37857 (the "**Premises**"); and

WHEREAS, Genlyte desires to complete the Project on behalf of Customer on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### 1. PROJECT SERVICES.

1.1 **Project.** Genlyte shall perform on behalf of Customer all services necessary to complete the Project (the "**Work**") and deliver all fixtures and materials required for the Project on the terms and conditions set forth herein.

1.2 **Timing.** Genlyte shall commence the Project within 90 days of the Effective Date. Subject to the terms and conditions of this Agreement, Genlyte shall complete the Project not later than 12/30/2011 (the "**Completion Date**"). If Genlyte is delayed at any time in the commencement or progress of the Work by an act or neglect of Customer; or by changes ordered in the Work or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond Genlyte's control or by delay authorized by Customer, then the Completion Date shall be extended by Change Order (as hereinafter defined) for such reasonable time as the Parties may determine.

1.3 **Subcontractors.** Customer understands, acknowledges and agrees that certain of the Work may be performed by agents or subcontractors engaged by Genlyte as further

contemplated in Section 2.10, and that each such subcontractor shall be bound by and entitled to the terms and conditions of this Agreement as "Genlyte" with respect to the services performed by such subcontractor hereunder.

## **2. GENLYTE'S OBLIGATIONS.**

**2.1 Labor and Materials.** Genlyte shall, at its own risk and expense, provide and pay for labor, materials, mounting hardware, equipment, tools, construction equipment and machinery and other facilities and services necessary for proper execution and completion of the Project.

**2.2 Workmanship.** Genlyte will perform the Project with the degree of skill and care required by currently prevailing best industry practices. The equipment, material and parts furnished by Genlyte that are manufactured by Genlyte, shall be of the kind and quality described in the Project description set forth on Schedule A hereto, free of defects in workmanship, material, design, and title, and shall be of good and merchantable quality.

**2.3 Clean-up.** Genlyte shall keep the areas of the Premises in which the work is occurring and surrounding areas free from accumulation of waste materials or rubbish caused by the Work. At completion of work daily, Genlyte shall remove waste materials and rubbish and broom sweep floors. Genlyte shall provide appropriate dumpsters or other means of removing debris from site and shall coordinate dumpster locations with the Customer Project Manager. To the extent practical, Genlyte shall deliver to Customer (on the job site) any existing materials to be retained by Customer (i.e. existing lamps, ballasts, existing fixtures, etc.). At the completion of the Project, Genlyte shall remove all tools, construction equipment, machinery and surplus materials from the Premises.

**2.4 Recycling.** Recycling of mercury-contaminated lamps and all PCB/DEHP and Non-PCB/DEHP contaminated ballasts shall be provided by Genlyte. Mercury-contaminated lamps and PCB/DEHP-containing ballasts shall be provided to Customer upon Customer's written request.

**2.5 Genlyte's Authorized Representative.** Genlyte's authorized representative is Brad Sharp (the "**Genlyte Project Manager**"). The Genlyte Project Manager shall possess full authority to receive instructions from Customer and to act on those instructions. Genlyte shall notify Customer in writing of a change in the designation of the Genlyte Project Manager. The Genlyte Project Manager shall be at the Premises whenever work is in progress or personnel are on-site. Genlyte shall provide to Customer a list of all supervisors, project managers and night/weekend management personnel, including their telephone and pager numbers, to allow for contact to be provided at all times during project installation.

**2.6 Replacements.** Genlyte shall be prepared to replace sockets in individual fixtures that break during retrofits (lamp and/or ballast replacement) of fixtures. Socket replacement shall be limited to incidental replacement (no more than 5% of total sockets). Any needs for socket replacements that are considered to be beyond incidental replacements shall be negotiated between Customer and Genlyte. Genlyte shall replace broken or damaged lenses and/or fixtures

during the initial installation, in quantities noted in the original survey (audit, IGA or drawing assessment) only. Any additional lenses, fixtures or changes in scope shall be negotiated between Customer and Genlyte.

**2.7 Codes and Standards.** The lighting solutions provided by Genlyte as part of the Work shall meet light level recommendations that comply with standards established by the Illuminating Engineering Society of North America (“**IESNA**”). All Work will be performed by Genlyte in accordance with the National Electric Code (“**NEC**”) and applicable state and local electrical codes.

**2.8 Permits.** Precision Electric shall secure any building permit or other permits, licenses, and inspections by government agencies legally required for proper execution and completion of the Work.

**2.9 Compliance with Law.** Genlyte shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Project.

**2.10 Construction Personnel; Supervision; Subcontractors.** The Services not performed by Genlyte with its own forces may be performed by persons or entities retained by Genlyte as independent contractors to provide the labor, materials, equipment or services required to complete the Work (“**Subcontractors**”). Genlyte shall be responsible to Customer for acts or omissions of parties or entities performing portions of the Work for or on behalf of Genlyte or any of its Subcontractors. Genlyte shall permit only qualified persons to perform the Work. Genlyte shall enforce safety procedures, strict discipline and good order among persons performing the Work.

### **3. CUSTOMERS’ OBLIGATIONS.**

**3.1 Information.** Customer shall furnish to Genlyte surveys describing physical characteristics, legal limitations and utility locations for the site of the Project. Genlyte shall be entitled to rely on the accuracy of information furnished by Customer but shall exercise proper precautions relating to the safe performance of the Work. Customer shall furnish any other information or services under Customer’s control and relevant to Genlyte’s performance of the Work with reasonable promptness after receiving Genlyte’s written request for such information or services.

**3.2 Existing Conditions.** Genlyte will not be responsible for any existing code deficiencies including, without limitation, grounding. Prior to Genlyte beginning the Work, Customer will notify Genlyte of any known deficiencies. If code deficiencies are to be corrected at Customer’s request, a Change Order is required. Genlyte shall provide all necessary wiring within a retrofitted or new fixture. The correct branch circuit conductors, with proper grounding to the fixture, will be the responsibility of Customer unless otherwise noted. Genlyte shall be responsible for verifying the quantities and voltages during a survey of the facilities or based on drawings and/or information provided by Customer that were used to arrive at the Contract Price (as hereinafter defined). During installation Genlyte will make

efforts to advise Customer of any potential problems or other issues involving costs not originally contemplated in the Contract Price.

**3.3 Access and Storage.** Customer will provide access to all lighting fixtures included in the Project, without causing delays to installation crews. In addition, Customer shall provide suitable areas for storage of Genlyte's materials and equipment within the confines of the Premises whenever possible.

**3.4 Customer's Authorized Representative.** Customer's authorized representative is Bill Shedden (the "**Customer Project Manager**"). The Customer Project Manager shall be fully acquainted with the Project, and shall have authority to bind Customer in all matters requiring Customer's approval, authorization or written notice. If Customer changes the Customer Project Manager or the Customer Project Manager's authority as listed above, Customer shall immediately notify Genlyte in writing.

#### **4. HAZARDOUS MATERIALS; UNEXPECTED CONDITIONS.**

**4.1 Hazardous Materials.** It is Customer's responsibility to notify Genlyte of any substances, chemicals, compounds, solids, liquids, gases, materials, pollutants or contaminants, hazardous substances, hazardous wastes, toxic materials, oil or petroleum and petroleum products, asbestos or substances containing asbestos, polychlorinated biphenyls or any other material subject to regulation under any environmental law ("**Hazardous Materials**") that may be encountered in the performance of the Work. Any work relating to the existence, use, detection, removal, storage, handling, transportation, treatment, disposal, discharge, removal, abatement or containment thereof which is not specifically provided for in this Agreement as the responsibility of Genlyte, is the responsibility of Customer. If, without negligence on the part of Genlyte, Genlyte is held liable by a government agency for the cost of remediation of a Hazardous Material solely by reason of performing Work as required by this Agreement, Customer shall indemnify Genlyte for all cost and expense thereby incurred.

**4.2 Concealed or Unknown Conditions.** Genlyte has visited the site and has become generally familiar with conditions under which the Work is to be performed. If Genlyte encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist in properties of a type and condition similar to the Premises, Genlyte shall promptly provide notice to Customer before conditions are disturbed. If such conditions cause an increase in Genlyte's cost of, or time required for, performance of any part of the Work, the Parties will agree on an equitable adjustment in the Completion Date or Contract Price, or both.

#### **5. WARRANTY.**

Genlyte warrants to Customer that materials and equipment furnished under the Contract will be of good quality and new unless **Schedule A** requires or permits otherwise. Genlyte further warrants that the Work will conform to the requirements of this Agreement. Genlyte's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not

executed by Genlyte or its Subcontractors, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. With respect to products manufactured by Genlyte, Genlyte shall provide its standard written warranty for such products. With respect to products provided to Customer by Genlyte but not bearing Genlyte's name or sub-brand name, GENLYTE MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, but will make available to Customer upon request but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product.

THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES GIVEN BY GENLYTE WITH RESPECT TO THE PROJECT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH WARRANTIES ARE HEREBY DISCLAIMED. CUSTOMER'S EXCLUSIVE REMEDY, AND GENLYTE'S SOLE LIABILITY, FOR ANY NONCONFORMITY OR DEFECT IN ANY PRODUCT OR SERVICE SHALL BE ONLY THOSE EXPLICITLY SET FORTH HEREIN.

No agent, employee or representative of Genlyte has any authority to bind Genlyte to any affirmation, representation or warranty concerning goods or services sold or provided by Genlyte and unless an affirmation, representation or warranty is specifically included herein, it does not form a part of the basis of any bargain between Genlyte and Customer and shall not be enforceable by Customer.

## **6. PAYMENT.**

**6.1 Contract Price.** As full compensation for performance by Genlyte of the Work in conformance with this Agreement, Customer shall pay Genlyte \$767,272 (the "**Contract Price**"), which shall be subject to increase as provided herein. All pricing excludes any applicable tax (including, without limitation, sales and use). Customer shall be responsible for any such taxes incurred in connection with this Agreement.

**6.2 Invoicing; Payments.** Upon execution of this Agreement, Customer shall pay to Genlyte an initial payment of (\$191,818), which is an amount equal to twenty five percent (25%) of the Contract Price. Customer shall pay a second payment of (\$191,818) when fixtures ship, which is equal to twenty five percent (25%) of the contract price. Customer shall pay a second payment of (\$191,818) at 50% project completion, which is equal to twenty five percent (25%) of the contract price. Customer shall pay the remaining balance of (\$191,818) within thirty (30) days following completion of the Work. Any payment due and unpaid hereunder shall bear interest from the date payment is due at the rate of twelve percent (12%) per annum.

**6.3 Payment Failure.** In the event Customer fails to pay any amount when due, in addition to any other rights or remedies available to Genlyte at law or in equity, Genlyte may discontinue the performance of services, discontinue the delivery of the product, or deduct the unpaid amount from any amounts otherwise owed to Customer by Genlyte under any agreement



with Customer. In any action initiated to enforce the terms of the quotation following a Customer default, Genlyte shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action. If Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Genlyte may cancel any unfulfilled obligations, or suspend performance; however, Customer's financial obligations to Genlyte shall remain in effect.

## **7. CHANGES.**

**7.1 Changes; Change Orders.** Changes to the Project that are within the general scope of this Agreement, including but not limited to revisions or modifications to the Completion Date, materials, unexpected field conditions and/or the Contract Price, may be requested by Genlyte or Customer and formalized in a change order (a "**Change Order**") and shall be accomplished without invalidating this Agreement. In the event of a Change Order, Genlyte reserves the right to offer a revised quote for material and/or labor. Any such requests for a change in the Contract Price or the Completion Date shall be processed in accordance with this Section 7.

**7.2 Price Adjustments.** In connection with any Change Orders approved pursuant to the preceding section, Customer and Genlyte shall negotiate in good faith an appropriate adjustment to the Contract Price or the Completion Date and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Completion Date shall not be unreasonably withheld or delayed.

## **8. INSURANCE.**

**8.1 Genlyte Insurance.** Until the Completion Date, Genlyte and each of Genlyte's Subcontractors that provides or performs any of the Work shall maintain and keep in force, at its own expense, the following minimum insurance coverages and minimum limits:

- (a) workers' compensation insurance, with statutory limits as required by the various laws and regulations applicable to the employees of Genlyte and each Subcontractor;
- (b) employer's liability insurance, for employee bodily injuries and deaths, with a limit of \$1,000,000 each accident;
- (c) commercial general liability insurance, covering claims for bodily injury, death and property damage, including premises and operations, independent contractors, products, services and completed operations (as applicable to the Services), personal injury, contractual, and broad-form property damage liability coverages, with limits as follows: (1) occurrence limit of \$1,000,000 for bodily injury, death and property damage, \$1,000,000 for products and completed operations and \$2,000,000 combined aggregate;

- (d) commercial automobile liability with a minimum limit of \$1,000,000 combined single limit insuring all owned, non-owned, hired and leased vehicles;

Genlyte will provide Customer with a certificate of insurance evidencing the above policies. Genlyte shall be responsible for payment of any and all deductibles and coinsurance provisions from insured claims under its policies of insurance. Genlyte and its Subcontractors shall not perform under the Agreement without the prerequisite insurance. Upon Customer's request, Genlyte shall provide Customer with certificates of such insurance including renewals thereof.

**8.2 Professional Liability Insurance.** To the extent Genlyte is required to procure design services under this Agreement, Genlyte shall require the designers to obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to Customer, including coverage for all professional liability caused by any of the designer's consultants, written for not less than \$1,000,000 per claim and in the aggregate with the deductible not to exceed \$2,000,000. The deductible shall be paid by the designer.

**8.3 Property Insurance.** Before the start of Work, Customer shall name Genlyte and its subcontractors as loss payee under Customer's standard property insurance policy for covered perils while the materials are housed, installed and until final payment has been made to Genlyte. Prior to commencement of the Work, Customer shall provide to Genlyte a copy of such policy or policies as evidence of compliance with this Section 8.3.

## **9. TERMINATION OF THE AGREEMENT.**

**9.1 Immediate Right.** Either Party may terminate this Agreement immediately, without penalty or liability, if the other Party files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or if the other Party discontinues or dissolves its business.

**9.2 Cause.** Either Party may terminate this Agreement on thirty (30) days written notice to the other Party, without penalty or liability, if the other Party materially breaches any provision of this Agreement; provided, however, that such termination shall not occur if the breaching Party cures the breach during this notice period.

**9.3 Obligations Arising Prior to Termination.** Even after termination pursuant to this Section 9, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

## **10. MISCELLANEOUS TERMS.**

**10.1 No Waiver.** No failure or delay by either Party in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof, and no single or partial exercise of any such right, power, or privilege will preclude any other or future exercise thereof or the exercise of any other right, power, or privilege under this Agreement. The waiver by either Party

of any provision of this Agreement is not effective unless made in a writing specifically referring to this Agreement signed by the Party to be held bound.

**10.2 Waiver of Certain Damages.** Customer and Genlyte waive all claims against each other for consequential, incidental or punitive damages arising out of or relating to this Agreement, including without limitation, lost profits or injury to business reputation based on any breach, default or negligence of a Party or its employees, authorized representatives or affiliates or any consequential, incidental or punitive damages due to either party's termination in accordance with Section 9, regardless of whether a Party has been advised of the possibility of such damages. GENLYTE'S TOTAL LIABILITY TO CUSTOMER FOR ALL CLAIMS ARISING UNDER OR OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO GENLYTE UNDER THIS AGREEMENT.

**10.3 Independent Contractor.** Genlyte is engaged as an independent contractor for all purposes, including all federal, state and local laws pertaining to income taxes, withholding taxes, Social Security, unemployment compensation, worker's compensation and any other rights, benefits, or obligations relating to employment

**10.4 Assignment.** Customer may not assign this Agreement, assign any of its rights under the Agreement, or delegate any of its obligations under this Agreement, without Genlyte's prior written consent.

**10.5 Governing Law; No Jury Trial.** This Agreement and all claims related to it shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to its choice or conflict of law provisions. In no event will either Party be liable to the other for an incidental, special, or consequential damages arising out of or related to this Agreement or its performance or nonperformance hereunder, including, but not limited to, lost profits or injury to business reputation based on any breach, default, or negligence of such Party or its employees authorized representatives, or affiliates with respect to this letter, even if such Party has been advised of the possibility of such damages. ANY ACTION, DEMAND, CLAIM OR COUNTERCLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT WILL BE RESOLVED BY A JUDGE ALONE AND EACH OF GENLYTE AND CUSTOMER WAIVE ANY RIGHT TO A JURY TRIAL THEREOF.

**10.6 Notices.** All notices, requests, demands, consents, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand; sent by email or facsimile with confirmation of receipt by addressee; or sent by commercial courier service or sent by certified or registered mail with delivery or postage prepaid and by means assuring that acknowledgement or receipt is secured, addressed to the Party at the following address:

If to Customer, to:

Hawkins County Schools  
200 North Depot Street  
Rogersville, TN 37857  
Attn: Bill Shedden

If to Genlyte, to:

Genlyte Thomas Group LLC  
Energy Services Division  
802 Stone Creek Parkway, Suite 3  
Louisville, KY 40223  
Attn: Frank Austin

With a required copy to:

Philips Professional Luminaries North America  
3 Burlington Woods Dr.  
Burlington, MA 01803  
Attn: Michael L. Manning, General Counsel

**10.7 Entire Agreement; Amendment; No Third Party Rights; Severability.** This Agreement constitutes the entire agreement between the Parties concerning the subject of this Agreement, and may not be changed except in a writing that is signed by both Parties. Nothing in this Agreement gives any person, other than the Parties, any legal or equitable right, remedy, or claim under or in respect of this Agreement. If any provision of this Agreement is held to be invalid, the remainder of this Agreement will not be affected thereby.

**10.8 Counterparts; Facsimile; Email.** This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or by email in a portable document format (.pdf) and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other Party.

**10.9 Headings.** The headings and captions used herein are for convenience only and shall not be deemed to constitute part of the Agreement or to affect the construction hereof.

**10.10 Force Majeure.** Neither Genlyte or Customer shall be liable to the other Party for any delay or omission in the performance of any obligation under this Agreement, other than the obligation to pay monies, where the delay or omission is due to any cause or condition beyond the reasonable control of Genlyte or Customer obliged to perform, including but not limited to, strikes or other labor difficulties, acts of God, acts of government, war, riots, embargoes, or inability to obtain supplies ("**Force Majeure**"). If Force Majeure prevents or delays the performance by Genlyte or Customer of any obligation under this Agreement, then Genlyte or Customer claiming Force Majeure shall promptly notify the other Party thereof in writing. In any event, if Force Majeure continues for more than ninety (90) calendar days, either Genlyte or Customer may terminate this Agreement upon written notice to the other Party.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as an instrument under seal as of the Effective Date.

Hawkins County Schools

GENLYTE THOMAS GROUP LLC

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

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

## **SCHEDULE A**

### **Scope of Work:**

**Philips will provide a lighting upgrade for the said property inclusive of the following products and services.**

### **Luminaires:**

QTY: 1866 GOS2G232UNVHI-841  
QTY: 8 GOS2G217UNVHI-841  
QTY: 328 GOB2S232UNVHI  
QTY: 576 JS4A232UNVHI  
QTY: 20 JS4B432UNVH4  
QTY: 5 SW4S232HPFUNVHI  
QTY: 27 SW8T232HPFUNVH4  
QTY: 5 LSW4132UNVHI  
QTY: 36 LSW2117UNVHI  
QTY: 62 6750WH213U  
QTY: 86 SPS2GFSVA232UNVHI-841  
QTY: 18 SPS2GFSVA332UNVH3-841  
QTY: 14 KW4S232UNVHI  
QTY: 48 KW8S232UNVH4  
QTY: 51 C7L1520DL35KMCLP  
QTY: 51 C7L20N1  
QTY: 39 ST4WA232UNVHI  
QTY: 1 ST8WA232UNVH4  
QTY: 125 FBW654EB4-8841  
QTY: 125 FBWGUARD  
QTY: 68 FBN454EB1-8841  
QTY: 36 FBNGUARD  
QTY: 4 FBN432EB1-8841  
QTY: 197 GRIP5VHOOK  
QTY: 46 LLC2URW  
QTY: 77 P409938 (1 PER BOX)  
QTY: 15 P149954 (10 PER CASE)  
QTY: 73 P139899 (25 PER CASE)  
QTY: 4 P367938 (25 PER CASE)  
QTY: 35 D536-242-CEBBZLP  
QTY: 2 D411-26C-EBBZLP  
QTY: 5 UF1A39TEL-6  
QTY: 7 D401-242-CEBBZLP

### **ASSUMPTIONS:**

**Estimated Burn Hours:** 2500

**Utility Rates:** .09

**Labor Rates:** Precision Electric

**\*\*Labor rates are not based on prevailing wage unless so noted in the ASSUMPTIONS included herein. Changes to labor rates used, including wage determination decisions, listed in ASSUMPTIONS affecting the Project may result in Genlyte requirement to re-price the labor for said project.**

\* \* \*

Proposal #:	Hawkins Phase 3
Project #:	12345
Date:	04/20/2011
Expiration Date:	07/20/2011
ESG Salesperson:	John Bowman
LOL Salesperson:	Brad Sharp

## PHILIPS LIGHTOLIER

Standing behind our Products and  
Design for financial performance

### Pre-Installation Simple Payback Guarantee

Lightolier ESG (Energy Services Group) will guarantee a "Pre-Installation Simple Projected Payback" within 10% accuracy for a lighting system up-grade when a Lightolier ESG designed system is purchased and installed by an approved Lightolier distributor and installing partner.

Note: A Pre-Installation Simple Projected Payback Guarantee is The Lightolier Energy Services Group way of insuring the financial result of the owner's decision to invest in a lighting system up-grade. EPAct 2005 and Utility or other tax and rebate incentives are not included in a Simple Projected Payback. An Actual Payback will be improved if qualified tax and rebate incentives are deducted from the actual investment value used in this calculation.

Lightolier ESG will compare the calculation of a Pre-Installation Simple Projected payback against the calculations of a Post-Installation Simple Projected Payback. If the Post Simple Projected Payback exceeds 110% of the Pre-Installation Simple Payback, Lightolier Energy Services Group will discount the material and labor investment by a matching percentage for every percent over 110 percent of the pre-Installation Simple Projected Payback.

#### Calculation Criteria for determining a Lightolier Energy Services Group Simple Projected Payback:

The Pre-Installation Simple Projected Payback Calculation is based on four criteria:

1. Owner provided projected operating hours of the lighting system
2. Owner provided utility KWH rate
3. The investment value of the Lightolier supplied material and labor to implement the lighting system upgrade.  
Note: Guarantee is based on initial material and/or labor estimate as agreed with the owner. Unexpected field conditions that may result in higher costs will not be factored into Post- Installation Payback calculation.
4. Lightolier ESG projected total input watts of the new Lightolier lighting system provided by and installed by a authorized distributor and installer.

The Post-Installation Simple Projected Payback is calculated on the same criteria with the exception of criteria number 4. The 4th criteria will be based on input watts measured in a post-installation random meter reading of the actual fixtures. The actual inputs watts per the post-installation meter reading will be inserted into the Pre-Installation Simple Projected Payback calculation to determine if the original Pre-Installation Simple Projected Payback is accurate within 10%. Note: Any adjustment or addendums to either the pre or post simple payback calculation must be adjusted equally in both the pre and post simple payback calculation.

# PHILIPS LIGHTOLIER

## Proposal Summary

Proposal #:	Hawkins Phase 3
Project #:	12345
Date:	04/20/2011
Expiration Date:	07/20/2011
ESG Salesperson:	John Bowman
LOL Salesperson:	Brad Sharp

Area	Square Footage	EPAct Square Footage	** Investment	1st Year (E+M+I+R) Savings	Post 1st Year Savings	Realized PB Years	Estimated ROI	10 Year Savings	* Simple Payback Years	Simple ROI
Church Hill Elementary	50,000	0	\$118,915.00	\$14,005.00	\$14,005.00	8.35	12.00%	\$140,050.00	8.35	12.00%
Cherokee Canyon	1,200	0								
HAWKINS Maintenance	10,000	0	\$5,863.00	\$1,323.50	\$1,323.50	4.28	23.40%	\$13,235.00	4.28	23.40%
Mt Carmel	50,000	0								
Surgoinville Elem	150,000	0	\$57,217.00	\$9,301.25	\$9,301.25	6.15	16.30%	\$93,012.00	6.15	16.30%
Surgoinville Middle	150,000	0								
St. Clair Elem	25,000	0	\$28,850.00	\$4,916.00	\$4,916.00	5.87	17.00%	\$49,160.00	5.87	17.00%
Bull's Gap	50,000	0								
Church Hill Middle	50,000	0	\$28,752.00	\$7,286.00	\$7,286.00	3.95	25.30%	\$72,860.00	3.95	25.30%



**14.80%**

**100%**

22.60%

**Abstract**

10.30%

100

29.50%

18.20%

☒ **Chlorine**

\*\*\* Tax Incentives & Utility Rebates are estimated and subject to terms and conditions, restrictions and/or availability of funds at time of application and/or completion of installation.

The investment, guarantees, financial, environmental and visual values are predicated on a fixture replacement count as defined in the LCI, energy analysis and/or the auditor's report. Any changes in fixture quantity prior to or post installation are subject to price and service adjustments as well as reevaluation of financial, guarantee, tax and rebate incentives.

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# PHILIPS LIGHTOLIER

## Financial Benefit

Proposal #:	Hawkins Phase 3
Project #:	12345
Date:	04/20/2011
Expiration Date:	07/20/2011
ESG Salesperson:	John Bowman
LOL Salesperson:	Brad Sharp

Area	Square Footage	EPAct Square Footage	Operating Savings				Lease Option			*Tax Benefit	*Rebate	1st Year Incentive
** Investment	Energy	Maintenance	Total Annual	Total Monthly	Months	Monthly Pymt	Monthly PCF					
<u>Church Hill Elementary</u>												
50,000												
0												
\$116,915.00	\$5,808.00	\$8,197.00	\$14,005.00	\$1,167.08				\$0.00	\$0.00	\$14,005.00		
<u>Cherokee Canopy</u>												
1,200												
0												
\$8,473.00	\$258.00	\$483.00	\$9,214.00	\$767.83				\$0.00	\$0.00	\$9,214.00		
<u>HAWKINS Maintenance</u>												
10,000												
0												
\$5,663.00	\$762.00	\$561.50	\$1,323.50	\$110.29				\$0.00	\$0.00	\$1,323.50		
<u>Mt Carmel</u>												
50,000												
0												
\$9,177.00	\$2,335.00	\$505.75	\$12,017.75	\$1,001.48				\$0.00	\$0.00	\$12,017.75		
<u>Surgoinsville Elem</u>												
150,000												
0												
\$57,217.00	\$3,707.00	\$5,594.25	\$9,301.25	\$775.10				\$0.00	\$0.00	\$9,301.25		
<u>Surgoinsville Middle</u>												
150,000												
0												
\$125,321.00	\$14,167.00	\$16,004.75	\$29,492.75	\$2,457.73				\$0.00	\$0.00	\$29,492.75		
<u>St. Clair Elem</u>												

# PHILIPS LIGHTOLIER

## Financial Benefit

Proposal #:	Hawkins Phase 3
Project #:	12345
Date:	04/20/2011
Expiration Date:	07/20/2011
ESG Salesperson:	John Bowman
LOL Salesperson:	Brad Sharp

Area	Square Footage	EPAct Square Footage	Operating Savings				Lease Option			*Tax Benefit	*Rebate	1st Year Incentive
** Investment	Energy	Maintenance	Total Annual	Total Monthly	Months	Monthly Pymt	Monthly PCF					
0	25,000											
	\$28,850.00	\$2,330.00	\$2,586.00	\$4,916.00				\$0.00	\$0.00	\$4,916.00		
Bull's Gap	50,000											
0	\$6,541.00	\$545.00	\$226.00	\$771.00				\$0.00	\$0.00	\$771.00		
Church Hill Middle	50,000											
0	\$26,752.00	\$3,704.00	\$3,582.00	\$7,468.00				\$0.00	\$0.00	\$7,468.00		
Kepler Elem	100,000											
0	\$24,290.00	\$1,424.00	\$2,169.25	\$3,593.25				\$0.00	\$0.00	\$3,593.25		
McPherson's Bend	100,000											
0	\$52,745.00	\$2,636.00	\$3,006.75	\$6,371.75				\$0.00	\$0.00	\$6,371.75		
Moorestown Elem	100,000											
0	\$48,606.00	\$5,545.00	\$5,451.75	\$10,996.75				\$0.00	\$0.00	\$10,996.75		
Carthens Valley	120,000											
0												

# PHILIPS LIGHTOLIER

## Financial Benefit

Proposal #:	Hawkins Phase 3
Project #:	12345
Date:	04/20/2011
Expiration Date:	07/20/2011
ESG Salesperson:	John Bowman
LOL Salesperson:	Brad Sharp

Area	Square Footage	EPact Square Footage	Operating Savings				Lease Option			Tax Benefit	Rebate	1st Year Incentive
** Investment	Energy	Maintenance	Total Annual	Total Monthly	Months	Monthly Pymt	Monthly PCF					
Joseph Rogers Primary												
100,000												
0	\$6,028.00	\$466.00	\$155.00	\$621.00						\$0.00	\$0.00	\$621.00
Hawkins Elementary												
50,000												
0	\$136,916.00	\$85,000.00	\$10,144.00	\$196,060.00						\$0.00	\$0.00	\$196,060.00
Bus Garage												
50,000												
0	\$14,369.00	\$1,374.00	\$2,287.50	\$3,661.50						\$0.00	\$0.00	\$3,661.50
	\$767,272.00	\$66,772.00	\$72,138.00	\$138,910.00						\$425.00	\$0.00	\$139,335.00

\* 1st Year Only  
 \*\* Does not include federal, state, municipal, sales or other special taxes and / or interest rates for leasing.

# PHILIPS LIGHTOLIER

## Environmental Benefit

Proposal #:	Hawkins Phase 3
Project #:	12345
Date:	04/20/2011
Expiration Date:	07/20/2011
ESG Salesperson:	Joh Bowman
LOL Salesperson:	Brad Sharp

Area	Square Footage	Kwh Reduction	Kwh Saved	Carbon Footprint Reduction in Metric Tons of CO2
Church Hill Elementary	50,000			
0		64,535.00	\$5,808.00	40.14
Cherokee Canopy	1,200			
0		2,670.00	\$250.00	1.70
HAWKINS Maintenance	10,000			
0		8,481.00	\$762.00	5.28
Mt Carmel	50,000			
0		25,854.00	\$2,330.00	16.08
Surgoinsville Elem	150,000			
0		41,196.00	\$3,707.00	25.62
Surgoinsville Middle	150,000			
0		41,176.00	\$3,704.00	25.61
St. Clair Elem	25,000			
0		25,854.00	\$2,330.00	16.08
Bull's Gap	50,000			
0		41,176.00	\$3,704.00	25.61
Church Hill Middle	50,000			
0		41,176.00	\$3,704.00	25.61
Kepler Elem	100,000			
0		15,867.00	\$1,424.00	9.87

# PHILIPS LIGHTOLIER

## Environmental Benefit

Proposal #:	Hawkins Phase 3
Project #:	12345
Date:	04/20/2011
Expiration Date:	07/20/2011
ESG Salesperson:	John Bowman
LOL Salesperson:	Brad Sharp

Area	Square Footage	Kwh Reduction	Kwh \$ Saved	Carbon Footprint Reduction in Metric Tons of CO2
McPheeter's Bend	100,000	29,294.00	\$2,636.00	16.22
Moorestburg Elem	100,000			
0				
Carlers Valley	120,000	133,645.00	\$12,030.00	83.12
0				
Joseph Rogers Primary	100,000			
0				
Hawkins Elementary	50,000	107,528.00	\$9,679.00	66.88
0				
Bus Garage	50,000			
0				
Total		741,866.00	\$66,772.00	461.43

---

**From:** Quillen, Christopher A [<mailto:caquillen@tva.gov>]  
**Sent:** Mon 5/23/2011 8:50 AM  
**To:** Bowman, John  
**Cc:** Shedden, Bill; Don Morrell; Cardwell, Kenneth R  
**Subject:** RE: Hawkins County Schools Phase 3

John/Bill:

I have calculated the estimated energy savings associated with the Philips Proposal for some other Hawkins Co Schools Facilities, using separate Demand/Energy charges.

I HAVE NOT INCLUDED Mt Carmel Elementary, this location is not served by Holston EC and I don't know how AEP's rates are structured.

The Philips Proposal calculates an estimated annual energy savings (excluding Mt Carmel) of \$64,436 by using an average \$/kWH of \$.09.

I calculated an estimated annual energy savings of \$66,550, so I think the energy savings estimates are accurate.

My calculation is based on the assumption that the existing proposed fixture counts are accurate, the existing/proposed fixture wattages are accurate, and the operating hours are accurate. I have not verified any of the existing conditions.

These projects are also available for incentives under TVA's Energy right solutions for business program. Be sure to contact Ken Cardwell ([krcardwell@tva.gov](mailto:krcardwell@tva.gov)) 865-673-2252 for more information before starting any of these projects.

Let me know if any questions,  
Chris Quillen, P.E.  
Principal Engineer  
Northeast District Customer Service  
[caquillen@tva.gov](mailto:caquillen@tva.gov)  
423-202-6330- Cell  
423-467-3813- Office

**From:** Bowman, John [<mailto:john.bowman@philips.com>]  
**Sent:** Monday, May 02, 2011 2:04 PM



## RESOLUTION

No. 2011 06 1 09

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of  
Commission in Regular Session, met this 27th day of June, 2011.

**RESOLUTION IN REF:**                    **Approval to Apply for An Additional Energy Efficient Schools Initiative Loan  
for Re-lighting Hawkins County Schools**

**WHEREAS**, the Board of County Commissioners is the duly elected legislative body of Hawkins County,  
Tennessee; and

**WHEREAS**, the Board of County Commissioners is charged with looking after the best interest of the  
citizenry of Hawkins County, Tennessee; and

**WHEREAS**, it is in the best interest of the citizenry to provide good schools and good places of learning for  
the children and students of Hawkins County, Tennessee; and

**WHEREAS**, Hawkins County, Tennessee obtained grant funds and loan funds within the past year to re-light  
certain schools; and

**WHEREAS**, there are additional funds available to Hawkins County, Tennessee through an Energy Efficient  
Schools Initiative loan agreement in accordance with T.C.A. 49-17-101 et seq in the amount of \$767,272 at zero  
percent (0%) interest that would fund re-lighting additional school facilities as per the list attached to this resolution;  
and

**WHEREAS**, as with the previous loan, this debt would be retired by the Hawkins County Board of Education  
and is projected to be funded from the savings in the cost of electricity. The loan repayment schedule will be for a  
period of 10 years, payment to begin sixty (60) days after the Project is completed; and

**WHEREAS**, the Hawkins County School Board has recommended that this resolution be submitted to  
County Commission to apply for such loan funds.

**NOW, THEREFORE, BE IT RESOLVED** that the Hawkins County Board of County Commissioners approves  
that attached, entering into an Energy Efficient Schools Initiative loan agreement through the office of State and  
Local Finance as Loan Administrator under T.C.A. 49-17-101 et seq., that the County Mayor is hereby authorized  
and empowered to execute the loan agreement on behalf of and in the name of Hawkins County for the benefit of  
Hawkins County Schools in the amount of \$767,272 and retirement of debt to be paid to the Energy Efficient Schools  
Council of the State of Tennessee at 0% interest, monthly payments being in equal installments over a 10-year  
period, payments to begin sixty days after completion of project.

Introduced By Esq. Gary W. Hicks, Jr. Chairman, Bgt. Comm.

Seconded By Esq. \_\_\_\_\_

Date Submitted 6/13/11

A. Carroll Jenkins  
County Clerk

By: Melville Bailey

Chairman \_\_\_\_\_

ACTION:      AYE      NAY      PASSED

Roll Call \_\_\_\_\_

Voice Vote \_\_\_\_\_

Absent \_\_\_\_\_

COMMITTEE ACTION

\_\_\_\_\_

\_\_\_\_\_

## **ENERGY EFFICIENT SCHOOLS INITIATIVE LOAN AGREEMENT**

This Loan Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Energy Efficient Schools Council (the "Lender") and Hawkins County, Tennessee (the "Borrower") for the benefit of Hawkins County School District to provide for the financing of all or a portion of a qualifying capital outlay project (the "Project").

### **ARTICLE 1 Definitions**

Section 1.01. Defined Terms. The following words, terms and phrases shall have the following respective meanings:

"Act" means the Energy Efficient Schools Initiative (EESI) of 2008, Tennessee Code Annotated §§ 49-17-101 *et seq.*, as amended from time to time.

"Authorized Borrower Representative" means any Person from time to time authorized to act on behalf of a Borrower pursuant to the Charter, or ordinance or resolution of the governing body of such Borrower, a copy of which is filed with the Lender, to perform such act or execute such document on behalf of the Borrower pursuant to a certificate signed by the Person executing this Loan Agreement or his successor in office and giving the name and specimen signature of the Person or Persons so designated

"Borrower" means Hawkins County, Tennessee.

"Borrower Request", "Borrower Order" and "Borrower Consent" means, respectively, a written request, order or consent signed by an Authorized Borrower Representative and delivered to the Authority.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which banking institutions located in the State are required or authorized by law or executive order to close, or (c) a day on which the New York Stock Exchange is closed.

"Cost" or "Cost of the Project" means the following:

(a) The cost of improving, equipping, and repairing the Project, or any combination of such purposes, and demolishing structures on the Project sites;

(b) The cost of labor, materials, machinery and equipment as payable to contractors, builders and materialmen in connection with the Project;

(c) Governmental charges levied or assessed during equipping of the Projects or upon any property acquired therefore, and premiums on insurance in connection with the Projects during construction;

(d) Fees and expenses of architects and engineers for estimates, surveys and other preliminary investigations, environmental tests, soil borings, appraisals, preparation of plans, drawings and specifications and supervision of the Project properly chargeable to the Project, as well as for the performance of all other duties of architects and engineers in relation to the construction and installation of the Project;

(e) Expenses of administration, supervision and inspection properly chargeable to the acquisition and construction of Project, including the fees of the Borrower relating to the design, construction and equipping of the Project and all other items of expense, not elsewhere specified herein, incident to the construction, installation and placing in operation of the Project; and

(f) Any other cost of the Project permitted to be financed by the Lender pursuant to the Act.

"Date of Disbursement" means the date funds are disbursed by the Lender to the Borrower, by check or wire, whether or not the Borrower receives them on that date.

"Event of Default" means any event defined in Section 6.01 hereof.

"Fund" means the energy efficient schools council fund established as a separate account in the State treasury.

"Lender" means the twelve (12) member energy efficient schools council established by the Act.

"Loan" means the loan made by the Lender to the Borrower pursuant to this Loan Agreement as described in Section 3.01 hereof.

"Loan Administrator" means initially the Office of State and Local Finance, which will perform certain functions in administering this Loan as requested from time to time by the Lender, or any successor Loan Administrator.

"Loan Agreement" means this Loan Agreement as it now exists and as it may thereafter be amended.

"Loan Repayments" means the payments on account of principal of and interest on the Loan and any and all other amounts payable by the Borrower hereunder.

"Loan Repayment Dates" means: (i) with respect to Loan Repayments attributable to any payment of principal and interest monthly on the first day of the month, and continuing on the first day of each month thereafter until the Loan is paid in full, or if such day is not a Business Day, then on the next preceding Business Day and as more fully described on **Exhibit**

D attached hereto; and (ii) with respect to all other Loan Repayments, at any time on demand by the Authority.

“Person” means any individual, corporation, partnership, limited partnership, joint venture, association, joint-stock company, trust, unincorporated association, limited liability corporation or partnership, or government or any agency or subdivision thereof, or other legal entity or group of entities.

“Project” or “Projects” means the construction, rehabilitation or repair of public school facilities, and equipment for public school facilities as described in **Exhibit C** hereto. **Exhibit C** shall be amended automatically, and without further action required by the Borrower, to conform **Exhibit C** to any additional project that is approved by the Lender. Where more than one Project is being financed, Project applies to each Project individually or collectively, as the context requires.

“State” means the State of Tennessee.

Section 1.02. Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. The word “person” shall include the plural as well as the singular number unless the context shall otherwise indicate; the word “person” also shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate.

## ARTICLE 2 Project

Section 2.01. Description. Description. [Provide a brief project description]. Attach proposal submitted to Lender for approval.

Section 2.02. Funding. The Project is to be funded as follows:

EESI Loan from the EESC Fund	\$767,272
<u>TOTAL</u>	\$767,272

### ARTICLE 3 The Loan

Section 3.01. Loan. The Lender hereby agrees to lend and advance to the Borrower and the Borrower hereby agrees to borrow and accept from the Lender, the Loan in the principal amount of \$767,272 for a term of zero percent (0%) for ten (10) years. The Lender shall disburse the proceeds of the Loan to the Borrower from amounts on deposit in the Fund. The Loan shall bear interest at the rate established by the Lender at its meeting at which this Loan was approved; such interest rate is stated on the repayment schedule attached hereto as **Exhibit D**. Amounts disbursed during construction shall bear interest at such rate, and such interest shall accrue and be added to principal for the periods from the Dates of Disbursement through the first Loan Repayment Date.

Section 3.02. Use of Proceeds by the Borrower. The Borrower will use the funds lent to it by the Authority pursuant to Section 3.01 hereof solely to pay the Costs of the Project.

Section 3.03. Disbursements of Loan Proceeds. The Lender shall disburse funds from the Fund only upon receipt of a requisition, appropriately completed and signed by an Authorized Borrower Representative in the form attached hereto as **Exhibit A**. Each request by the Borrower for disbursement shall constitute a certification by the Borrower that all representations made by the Borrower in this Loan Agreement remain true as of the date of the request and that no material adverse developments affecting the financial condition of the Borrower or its ability to complete the Project or repay the Loan have occurred since the date of this Loan Agreement unless specifically disclosed in writing by the Borrower with the request of disbursement. Proper invoices and other documentation reasonably required by and acceptable to the Lender must be submitted with each request for disbursement. The Lender may conduct audits or request documentation to determine the cost incurred by the Borrower for the Project. No more than ninety (90%) percent of the Loan shall be disbursed to the Borrower prior to the time the Project has been completed and approved by the Lender. After approval by the Lender, the remaining ten (10%) percent of the Loan will be disbursed to the Borrower.

Section 3.04. Completion of the Projects. When requesting final payment from the Fund, the Borrower shall cause to be submitted the requisition required by Section 3.03 hereof and a certificate signed by an Authorized Borrower Representative in the form attached hereto as **Exhibit B**. Said certificate shall state that no further funds will be withdrawn from the Fund to pay the Cost of the Project. The Lender does not make any warranty, either express or implied, that the moneys which, under provisions of this Loan Agreement, will be available for payment of the Costs of the Project, will be sufficient to pay all of the Costs of the Project.

ARTICLE 4  
Payment Obligations of Borrower

Section 4.01. Loan Repayments. The Borrower agrees to pay to the Lender all Loan Repayments on each Loan Repayment Date, in the amounts and in the manner hereinafter provided. The repayment schedule requires payments of principal and interest to begin on the first Loan Repayment Date following the passage of sixty (60) days after the Project is completed. The repayment schedule initially attached hereto as **Exhibit D** is based on certain assumptions regarding disbursed principal amounts, the completion date and zero accrued interest. After the completion of the Project and prior to the first Loan Repayment Date thereafter, the Lender will furnish the Borrower a revised repayment schedule reflecting the actual principal amount disbursed together with the accrued interest thereon and the actual Loan Repayment Dates. This revised repayment schedule is to be substituted for the one initially attached hereto as **Exhibit D** and shall be conclusive absent manifest error. The revised repayment schedule shall not constitute an amendment of this Loan Agreement requiring approval by the parties hereto.

Section 4.02. Time and Manner of Payment. Except as provided in Section 4.05 hereof, the Borrower agrees to make each Loan Repayment directly to the Loan Administrator on or before each Loan Repayment Date in lawful money of the United States of America by electronic funds transfer of immediately available funds in accordance with instructions supplied from time to time by the Lender or the Loan Administrator.

Section 4.03. Payments; Obligation of Borrower Unconditional. The obligation of the Borrower to make payments hereunder and to perform and observe all other covenants, conditions and agreements hereunder shall be absolute and unconditional until payment of all Borrower obligations hereunder, irrespective of any defense or any rights of setoff, recoupment or counterclaim which the Borrower might otherwise have against the Lender. Until payment of all Borrower obligations hereunder, the Borrower shall not suspend or discontinue any such payment hereunder or fail to observe and perform any of their other covenants, conditions and agreements hereunder for any cause, including without limitation failure of consideration, failure of title to any part of all of the Projects, or commercial frustration of purpose, or any damages to or destruction or condemnation of all or any part of the Projects, or any change in the tax or other laws of the United States of America, the State of Tennessee or any political subdivision of either, or any failure of the Lender to observe and perform any covenant, condition or agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with any document in connection with the financing of the Project. Nothing contained in this Section, however, shall be construed to release the Lender from the performance of any of its obligations hereunder or under any documents related hereto.

Section 4.04. Reduction of Principal. The Loan will be reduced, and a new repayment schedule shall be provided to the Borrower as provided in Section 4.01, if less than the full amount of the Loan is disbursed to the Borrower.

Section 4.05. Prepayment. The Borrower may prepay all or any portion of the Loan and any accrued interest thereon at any time without penalty.

## ARTICLE 5 Representations and Covenants of Borrower

The Borrower makes the following representations and covenants, in addition to those elsewhere set forth herein, as the basis for the undertakings on the part of the Lender contained herein:

(a) The Borrower is a municipal corporation or political subdivision, as appropriate, duly created and existing under the laws of the State of Tennessee, and has full legal right, power and authority (i) to conduct its business and own its properties, (ii) to enter into this Loan Agreement, and (iii) to carry out and consummate all other transactions contemplated by this Loan Agreement.

(b) With respect to the authorization, execution and delivery of this Loan Agreement, the Borrower has complied and will comply with all applicable laws of the State of Tennessee.

(c) The Borrower has duly approved the execution and delivery of this Loan Agreement and has authorized the taking of any and all action as may be required on the part of the Borrower to carry out, give effect to and consummate the transactions contemplated by this Loan Agreement.

(d) This Loan Agreement has been duly authorized, executed and delivered by the Borrower and, assuming due authorization, execution and delivery by the Lender, will constitute a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, subject to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights generally or by such principles of equity as the court having jurisdiction may impose with respect to certain remedies which require or may require enforcement by a court of equity and no other authorization is required.

(e) There is no action, suit, proceedings, inquiry on investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Borrower, threatened against the Borrower, nor is there any basis therefor, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution or delivery of this Loan Agreement or (iii) in any way contesting or affecting the validity or enforceability of this Loan Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing.

(f) The Borrower is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its properties is bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or default; and the execution and delivery of this Loan Agreement and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or of the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its property is bound.

(g) The Borrower is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.

(h) All information provided to the Lender in this Loan Agreement or in any other document or instrument with respect to the Loan, this Loan Agreement or the Project, was at the time provided, and is now, true, correct and complete, and such information does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(i) The Borrower covenants to complete the Project in a timely fashion in accordance with the project schedule provided to the Lender and to comply with all applicable State statutes, rules, and regulations pertaining to this Loan Agreement and the Project as well as with any conditions that may have been established by the Lender when it approved this Loan.

(j) The Borrower covenants to establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to allow for an audit by the State of financial records and transactions covering any fiscal year for which a Project Loan has been approved and not yet repaid in full.

## ARTICLE 6 Events of Default

Section 6.01. Events of Default. An Event of Default shall occur hereunder if any one or more of the following events shall happen:

(a) the payments required by Sections 4.01 through 4.04 are not paid punctually when due;

(b) default shall be made by the Borrower in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing subdivision (a), and such default shall continue for sixty (60) days after the Lender shall have given the Borrower written notice of such default (or in the case of any such default which cannot with due diligence be cured within such 60-day period, if the Borrower shall fail to proceed promptly to



commence curing the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with any such default not susceptible of being cured with due diligence within the 60 days that the time to cure the same shall be extended for such period as may be reasonably necessary to complete the curing of the same with all due diligence);

(c) the Borrower shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(d) a petition shall be filed against the Borrower seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation and shall remain undismissed or unstayed for an aggregate of 90 days (whether or not consecutive), or if any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects shall be appointed without the consent or acquiescence of the Borrower and such appointment shall remain unvacated or unstayed for an aggregate of 90 days (whether or not consecutive).

Section 6.02. Remedies. Upon the continuing occurrence of an Event of Default, regardless of the pendency of any proceeding which has or might have the effect of preventing the Borrower from complying with the terms of this Loan Agreement, the Lender, or any other Person who has succeeded to the rights of the Lender hereunder, at any time thereafter and while such Event of Default shall continue, may, at its option, take any action at law or in equity to collect amounts then due and thereafter to become due hereunder, including without limitation declaring the unpaid principal and interest to be immediately due and payable, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement.

## ARTICLE 7

### Conditions Precedent to Loan

Section 7.01. Borrower's Certificate. Prior to execution of the Loan Agreement by the Lender, the Borrower shall have furnished to the Lender, in form and substance satisfactory to the Lender, a certificate of the Borrower certifying the resolution authorizing the Borrower to enter into this Loan Agreement.

Section 7.02. Attorney's Opinion. Prior to execution of the Loan Agreement by the Lender, the Borrower also shall have furnished to the Lender, in form and substance satisfactory to the Lender, an opinion of Borrower's counsel to the effect that: (1) the Borrower has been duly created and is validly existing and has full power and authority (under its Charter and By-Laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Loan Agreement; (2) this Loan Agreement is duly executed and constitutes a valid

and binding contract of the Borrower, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors' rights generally; (3) this Loan Agreement is not in conflict in any material way with any contracts or ordinances of the Borrower; and (4) there is no litigation materially adversely affecting this Agreement or the financial condition of the Borrower.

## ARTICLE 8 Miscellaneous

Section 8.01. Waiver of Statutory Rights. The rights and remedies of the Lender and the Borrower under this Loan Agreement shall not be adversely affected by any laws, ordinances, or regulations, whether federal, state, county, city, municipal or otherwise, which may be enacted or become effective from and after the date of this Loan Agreement affecting or regulating or attempting to affect or regulate any amounts payable hereunder.

Section 8.02. Non-Waiver by Lender. No failure by Lender or by any assignee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of any payment hereunder, in full or in part, during the continuance of such breach, shall constitute waiver of such breach or of such term. No waiver of any breach shall affect or alter this Loan Agreement or constitute a waiver of a then existing or subsequent breach.

Section 8.03. Remedies Cumulative. Each right, power and remedy of Lender provided for in this Loan Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Loan Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers or remedies are sought to be enforced, and the exercise or beginning of the exercise by the Lender of any one or more of the rights, powers or remedies provided for in this Loan Agreement or now or hereafter existing at law or in equity or by statute, or otherwise shall not preclude the simultaneous or later exercise by the Lender of any or all such other rights, powers or remedies.

Section 8.04. Amendments, Changes and Modification. This Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written agreement of each of the parties hereto, provided, however, that changes by the Lender to the repayment schedule attached hereto as **Exhibit D** after completion of construction as provided in Section 4.01 shall not be deemed an amendment, change or modification or alteration hereof.

Section 8.05. Applicable Law - Entire Understanding. This Loan Agreement shall be governed exclusively by the applicable laws of the State of Tennessee. This Loan Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Loan Agreement.

Section 8.06. Severability. In the event that any clause or provision of this Loan Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not affect any of the remaining provisions of such instrument.

Section 8.07. Notices and Demands. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Loan Agreement shall be in writing, and shall be deemed to have been properly given and received if sent by United States certified or registered mail, postage prepaid, (a) if to the Borrower, addressed to the Borrower, at Evelyn Gladson, Hawkins County Mayor's Office, 150 E. Washington Street, Rogersville, TN 37857, or (b) if to the Lender, Energy Efficient Schools Initiative, Andrew Johnson Tower – 12<sup>th</sup> Floor, 710 James Robertson Parkway, Nashville, TN 37243, ATTN: Executive Director, with a copy to Office of State and Local Finance, 1600 James K. Polk Office Building, 505 Deaderick Street, Nashville, Tennessee 37243-0273, or at such other addresses as any addressee from time to time may have designated by written notice to the other addressees named above.

Section 8.08. Headings and References. The headings in this Loan Agreement are for the convenience of reference only and shall not define or limit the provisions thereof. All references in this Loan Agreement to particular Articles or Sections are references to Articles or Sections of this Loan Agreement, unless otherwise indicated.

Section 8.09. Successors and Assigns. The terms and provisions of this Loan Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 8.10. Multiple Counterparts. This Loan Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

Section 8.11. No Liability of Lender's and Borrower's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any incorporator, member, director or officer, as such, past, present or future, of the Lender or the Borrower, either directly or through the Lender or the Borrower. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by the Borrower and the Lender against the other's incorporators, members, directors or officers as a condition of and consideration for the execution of this Loan Agreement.

Section 8.12. Loan Administrator. Any function required or permitted to be performed hereunder by the Lender may, in the Lender's sole determination and upon notice to the Borrower, be performed by the Loan Administrator. After such notice to the Borrower, the Borrower shall deal solely with the Loan Administrator with respect to such matters.

IN WITNESS WHEREOF, the parties to this Agreement have caused the Agreement to be executed by their respective duly authorized representatives.

**BORROWER**

HAWKINS COUNTY

BY: \_\_\_\_\_ (Signature)  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**LENDER:**

ENERGY EFFICIENT SCHOOLS COUNCIL

BY: \_\_\_\_\_ (Signature)  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**EXHIBIT A**  
**REQUISITION**

REQUISITION NO. \_\_\_\_\_

Energy Efficient Schools Council

The undersigned, being an Authorized Borrower Representative within the meaning of that term as set forth in a loan agreement (the "Loan Agreement"), dated \_\_\_\_\_, 201 , by and between the Energy Efficient Schools Council and Hawkins County, Tennessee (the "Borrower"), submits this Requisition on behalf of the Borrower pursuant to Section 3.03 of the Loan Agreement, as follows:

1. Borrower hereby requests disbursement to the Borrower pursuant to the Loan Agreement of \$\_\_\_\_\_.

2. All amounts advanced hereunder will be used to pay Cost of the Project, as defined in the Loan Agreement.

3. The amounts requested hereunder have not been the subject of a previous request for disbursement of funds.

4. The subject of this request is a proper Costs of the Project, as described in the Loan Agreement.

5. The amount requested should be wired to:

Bank: \_\_\_\_\_  
ABA Number: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Account Number: \_\_\_\_\_

It is understood that your duties will be discharged with respect to the disbursement requested hereunder if payment is made as provided herein.

IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

HAWKINS COUNTY, TENNESSEE

Name: \_\_\_\_\_

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

Funding Date: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

After execution, fax the Requisition as follows.

Energy Efficient Schools Initiative

Attn: Ron Graham

(615)532-8273(Office)

(615)532-5942 (FAX)

**EXHIBIT B**

**COMPLETION CERTIFICATE**

The undersigned, being an Authorized Borrower Representative within the meaning of that Loan Agreement ("Loan Agreement"), dated \_\_\_\_\_, 2011, by and between the Energy Efficient Schools Council and Hawkins County, Tennessee (the "Borrower"), submits this Completion Certificate on behalf of the Borrower pursuant to Section 3.04 of the Loan Agreement, as follows:

1. No additional advances of funds under the Loan Agreement will be requested from the Trustee, and no additional Requisitions for disbursement of funds will be presented to the Trustee;

2. The Project or Projects to be financed with the proceeds of the Loan under the Loan Agreement have been completed or sufficient funds are available to complete the Project or Projects to the satisfaction of the Borrower; and

Notwithstanding the foregoing, this Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand this \_\_\_\_\_ day of \_\_\_\_\_.

HAWKINS COUNTY, TENNESSEE

Name: \_\_\_\_\_

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

**EXHIBIT C**  
**DESCRIPTION OF PROJECT**

Hawkins County Schools is upgrading the energy efficiency of the lighting in sixteen school facilities.



# Energy Efficient Schools Initiative



**EESI Approval Stamp: FOR OFFICIAL USE ONLY**

APPROVED FOR PAYMENT

I certify that this payment is for EESI approved project expenses

\_\_\_\_\_  
EESI Executive Director or Designee

Date \_\_\_\_\_

**EESI Loan  
LEA Reimbursement  
Request Form**

**REIMBURSEMENT REQUEST 1**  
**SCHOOL DISTRICT \_Hawkins County**  
Request Period: From \_\_/\_\_/2011 to \_\_/\_\_/2011

ITEM DESCRIPTION *	# of Units	Amt. Requested	Total Approved	Available Balance
<b>Surgoinsville Middle School</b>				\$
Lighting Installation	1		44,389.00	
New Flourescent Fixture	208		26,748.50	
Troffer	394		35,258.50	
High Bays	20		2,720.00	
Other Lighting	34		8,255.00	
Recycling	1		5,200.00	
Storage	1		250.00	
Misc Materials	1		2,500.00	
<b>Surgoinsville Elementary School</b>				
Lighting Installation	1		18,399.00	
New Flourescent Fixture	24		1,320.00	
Troffer	266		29,910.00	
High Bays	12		2,228.00	
Other Lighting	24		2,760.00	
Recycling	1		2,000.00	
Storage	1		100.00	
Misc Materials	1		2,500.00	
<b>Joseph Rodgers Primary</b>				
Lighting Installation	1		1,806.00	
New Flourescent Fixture	0			
Troffer	0			
High Bays	19		4,022.00	
Recycling	1		200.00	
Storage	0			
Misc Materials	0			
<b>Total</b>			<b>\$190,566</b>	

**SUBMITTED BY:**

\_\_\_\_\_  
TITLE \_\_\_\_\_ DATE \_\_\_\_\_

ED-5456

# Energy Efficient Schools Initiative



**EESI Approval Stamp: FOR OFFICIAL USE ONLY**

APPROVED FOR PAYMENT

I certify that this payment is for EESI approved project expenses

\_\_\_\_\_  
EESI Executive Director or Designee

Date \_\_\_\_\_

**EESI Loan  
LEA Reimbursement  
Request Form**

**REIMBURSEMENT REQUEST 1**  
**SCHOOL DISTRICT \_Hawkins County**  
Request Period: From \_\_/\_\_/2011 to \_\_/\_\_/2011

ITEM DESCRIPTION *	# of Units	Amt. Requested	Total Approved	Available Balance
<b>Bulls Gap Elementary</b>				\$
Lighting Installation	1		1,455.00	
New Flourescent Fixture	9		725.00	
Troffer	0			
High Bays	20		4,111.00	
Other Lighting	1		50.00	
Recycling	1		200.00	
Storage	0			
Misc Materials	0			
<b>Keplar Elementary</b>				
Lighting Installation	1		7,520.00	
New Flourescent Fixture	83		9,515.00	
Troffer	50		4,975.00	
High Bays	0			
Other Lighting	0			
Recycling	1		980.00	
Storage	1		100.00	
Misc Materials	1		1,200.00	
<b>Church Hill Middle School</b>				
Lighting Installation	1		9,373.00	
New Flourescent Fixture	124		12,604.00	
Troffer	10		950.00	
High Bays	25		4,625.00	
Recycling	1		1,000.00	
Storage	1		100.00	
Misc Materials	1		100.00	
<b>Total</b>			<b>\$59,583</b>	

**SUBMITTED BY:**

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

# Energy Efficient Schools Initiative



**EESI Approval Stamp: FOR OFFICIAL USE ONLY**

APPROVED FOR PAYMENT

I certify that this payment is for EESI approved project expenses

EESI Executive Director or Designee

Date \_\_\_\_\_

**EESI Loan  
LEA Reimbursement  
Request Form**

**REIMBURSEMENT REQUEST 1**

**SCHOOL DISTRICT \_Hawkins County**

**Request Period: From \_\_/\_\_/2011 to \_\_/\_\_/2011**

ITEM DESCRIPTION *	# of Units	Amt. Requested	Total Approved	Available Balance
<b>Carters Valley Elementary</b>				\$
Lighting Installation	1		28,083.00	
New Flourescent Fixture	129		22,366.00	
Troffer	378		35,130.00	
High Bays	8		1,480.00	
Other Lighting	9		450.00	
Recycling	1		3,500.00	
Storage	1		300.00	
Misc Materials	1		3,500.00	
<b>Bus Garage</b>				
Lighting Installation	1		6,000.00	
New Flourescent Fixture	11		715.00	
Troffer	11		1,045.00	
High Bays	36		3,815.00	
Other Lighting	0			
Recycling	1		794.00	
Storage	0			
Misc Materials	1		2,000.00	
<b>Cherokee H.S. Canopy</b>				
Lighting Installation	1		2,000.00	
New Flourescent Fixture	0			
Canopy Light	29		4,346.00	
High Bays	0			
Recycling	1		127.00	
Storage	0			
Misc Materials	0			
<b>Total</b>			<b>\$115,651</b>	

**SUBMITTED BY:**

**TITLE**

**DATE**

# Energy Efficient Schools Initiative



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EESI Executive Director or Designee

Date \_\_\_\_\_

**EESI Loan  
LEA Reimbursement  
Request Form**

**REIMBURSEMENT REQUEST 1**

**SCHOOL DISTRICT \_Hawkins County**

Request Period: From \_\_/\_\_/2011 to \_\_/\_\_/2011

ITEM DESCRIPTION *	# of Units	Amt. Requested	Total Approved	Available Balance
<b>Church Hill Elementary</b>				\$
Lighting/Drop Ceiling Installation	1		50,047.00	
New Fluorescent Fixture	85		8,443.00	
Troffer	309		27,315.00	
High Bays	6		1,110.00	
Other Lighting	2		100.00	
Recycling	1		4,500.00	
Storage	1		400.00	
Misc Materials	1		25,000.00	
<b>Mount Carmel Elementary</b>				
Lighting Installation	1		3,000.00	
New Fluorescent Fixture	3		976.00	
Troffer	27		2,565.00	
High Bays	12		2,220.00	
Other Lighting	0			
Recycling	1		316.00	
Storage	1		100.00	
Misc Materials	0			
<b>Hawkins County Maintenance</b>				
Lighting Installation	1		2,000.00	
New Fluorescent Fixture	24		1,742.00	
Troffer	0			
High Bays	9		1,665.00	
Recycling	1		256.00	
Storage	0			
Misc Materials	0			
<b>Total</b>			<b>\$131,755</b>	

**SUBMITTED BY:**

**TITLE**

**DATE**

# Energy Efficient Schools Initiative



**EESI Approval Stamp: FOR OFFICIAL USE ONLY**

APPROVED FOR PAYMENT

I certify that this payment is for EESI approved project expenses

EESI Executive Director or Designee

Date \_\_\_\_\_

**EESI Loan  
LEA Reimbursement  
Request Form**

**REIMBURSEMENT REQUEST 1**  
**SCHOOL DISTRICT \_Hawkins County**  
Request Period: From \_\_\_/\_\_\_/2011 to \_\_\_/\_\_\_/2011

ITEM DESCRIPTION *	# of Units	Amt. Requested	Total Approved	Available Balance
<b>Moorseburg Elementary</b>				\$
Lighting Installation	1		13,974.00	
New Flourescent Fixture	19		6,042.00	
Troffer	210		19,900.00	
High Bays	10		1,690.00	
Other Lighting	18		4,800.00	
Recycling	1		1,500.00	
Storage	1		200.00	
Misc Materials	1		500.00	
<b>St. Clair Elementary</b>				
Lighting Installation	1		11,918.00	
New Flourescent Fixture	124		14,137.00	
Troffer	13		1,145.00	
High Bays	0			
Other Lighting	4		250.00	
Recycling	1		1,300.00	
Storage	1		100.00	
Misc Materials	0		2,600.00	
<b>Hawkins Elementary</b>				
Lighting/Drop Ceiling Installatio	1		64,824.00	
New Flourescent Fixture	27		13,897.00	
Troffer	277		26,315.00	
High Bays	8		1,480.00	
Recycling	1		5,000.00	
Storage	1		400.00	
Misc Materials	1		25,000.00	
<b>Total</b>			<b>\$216,972</b>	

**SUBMITTED BY:**

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

ED-5456

# Energy Efficient Schools Initiative



**EESI Approval Stamp: FOR OFFICIAL USE ONLY**

APPROVED FOR PAYMENT

I certify that this payment is for EESI approved project expenses

EESI Executive Director or Designee

Date \_\_\_\_\_

**EESI Loan  
LEA Reimbursement  
Request Form**

**REIMBURSEMENT REQUEST 1**

**SCHOOL DISTRICT \_Hawkins County**

Request Period: From \_\_/\_\_/2011 to \_\_/\_\_/2011

ITEM DESCRIPTION *	# of Units	Amt. Requested	Total Approved	Available Balance
<b>McPheeter's Bend Elementary</b>				\$
Lighting Installation	1		19,165.00	
New Flourescent Fixture	177		23,120.00	
Troffer	12		1,140.00	
High Bays	12		2,220.00	
Other Lighting	6		1,500.00	
Recycling	1		2,400.00	
Storage	1		200.00	
Misc Materials	1		3,000.00	
<b>TOTAL</b>			<b>52,745.00</b>	
<b>Grand Total</b>			<b>767,272.00</b>	
<b>Total</b>				

**SUBMITTED BY:**

\_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

ED-5456

# EXHIBIT D

## REPAYMENT SCHEDULE

Hawkins County

Loan No. 370-002

PRINCIPAL	\$	767,272
RATE OF INTEREST		0.00%
MONTHS		120
MONTHLY PAYMENTS	\$	6,394 *
TOTAL INTEREST	\$	-
TOTAL PAYMENTS	\$	767,272

PERIOD	BEGINNING PRINCIPAL BALANCE	PRINCIPAL REQUIREMENT (PER MONTH)	INTEREST REQUIREMENT (PER MONTH)	TOTAL DEBT SERVICE REQUIREMENT (PER MONTH)	ENDING PRINCIPAL BALANCE
Payment 1 ** TO Payment 12	\$ 767,272	\$ 6,394	\$ -	\$ 6,394	\$ 690,544
Payment 13 TO Payment 24	690,544	6,394	-	6,394	613,816
Payment 25 TO Payment 36	613,816	6,394	-	6,394	537,088
Payment 37 TO Payment 48	537,088	6,394	-	6,394	460,360
Payment 49 TO Payment 60	460,360	6,394	-	6,394	383,632
Payment 61 TO Payment 72	383,632	6,394	-	6,394	306,904
Payment 73 TO Payment 84	306,904	6,394	-	6,394	230,176
Payment 85 TO Payment 96	230,176	6,394	-	6,394	153,448
Payment 97 TO Payment 108	153,448	6,394	-	6,394	76,720
Payment 109 TO Payment 119	76,720	6,394	-	6,394	6,386
Final Payment	6,386	6,386	-	6,386	-
Total	\$	767,272	\$	-	\$ 767,272

\* Please note that the final payment may differ slightly from the regularly scheduled monthly payment.

\*\* Date to be determined upon completion of project.

## RESOLUTION

No. 2011 / 06 / 10

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 27th day of June, 2011.

**RESOLUTION IN REF:** APPROVAL OF CONTINUING BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2011 AND TO AUTHORIZE THE ISSUANCE OF TAX ANTICIPATION NOTES FOR THE COUNTY OF HAWKINS

WHEREAS, the 2011-12 Fiscal Year Budget of Hawkins County, Tennessee will not be approved before June 30, 2011; and

WHEREAS, by law, Hawkins County must operate under a "continuing budget" until such time as County Commission approves an operating budget for the 2011-2012 Fiscal Year; and

WHEREAS, the Comptroller now requires a schedule of each fund, listing the original budget appropriations, the amended budget appropriations and the estimated revenues and expenditures for the fiscal year ending June 30, 2011. Such schedules are attached.

NOW, THEREFORE, BE IT RESOLVED THAT that amounts set out in the Appropriations Resolution and budget amendments approved by the Board of County Commissioners for the 2010-11 Fiscal Year are hereby continued until a new Appropriation Resolution is adopted; and

BE IT FURTHER RESOLVED, that the property tax rate of \$2.705 per each \$100.00 of taxable property shall remain in effect for the fiscal year beginning July 1, 2011 until a new property tax rate is adopted.

BE IT FURTHER RESOLVED, that the County Mayor and County Clerk are hereby authorized to borrow money on tax anticipation notes, provided that such notes are first approved by the Director of State and Local Finance, to pay for expenses herein authorized until the taxes and other revenues for the 2011-2012 Fiscal Year have been collected, not exceeding 60% of the appropriation of each individual fund of the continuing budget. The notes evidencing the loans authorized under this section shall be issued under the authority of Title 9, Chapter 21, Tennessee Code Annotated. All said notes shall mature and be paid, in full without renewal no later than June 30, 2012.

BE IT RESOLVED THAT this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2011.

Introduced By Esq. Gary W. Hicks, Jr., Chrmn - Budget Comm.

ACTION: AYE NAY PASSED

Seconded By Esq. \_\_\_\_\_

Roll Call \_\_\_\_\_

Date Submitted 6/13/11

Voice Vote \_\_\_\_\_

A. Carroll Jenkins  
County Clerk

Absent \_\_\_\_\_

By: Melville Bailey

COMMITTEE ACTION

Chairman \_\_\_\_\_



Hawkins County, Tennessee  
Schedule of Estimated Revenues, Expenditures and Fund Balance  
for the Continuing Budget Resolution

For the Year Ending June 30, 2011

General Fund, Fund #101	Estimated Revenues/ Expenditures 2010-11 FY	Original Budget 2010-11 FY	Amended Budget 2010-11 FY
<b>Revenues</b>			
Local Taxes	\$ 8,108,000	\$ 7,928,295	\$ 7,928,295
Licenses and Permits	1,900	1,500	1,500
Fines, Forfeitures, and Penalties	208,000	197,150	198,850
Charges for Current Services	71,136	66,000	66,000
Other Local Revenues	29,800	11,900	11,900
Fees Received from County Officials	2,026,001	2,157,800	2,157,800
State of Tennessee	1,230,000	755,726	756,226
Federal Government	312,982	42,300	268,300
Other Governments and Citizens Groups	223,574	200,335	224,115
<b>Total Revenues</b>	<b>\$ 12,211,393</b>	<b>\$ 11,361,006</b>	<b>\$ 11,612,986</b>
<b>Other Sources</b>			
Notes Issued	\$ 22,980	\$ 0	\$ 22,980
Insurance Recovery	54,034	0	28,387
Transfers In	12,500	0	0
<b>Total Revenues and Other Sources</b>	<b>\$ 12,300,907</b>	<b>\$ 11,361,006</b>	<b>\$ 11,664,353</b>
<b>Expenditures</b>			
<b>General Government</b>			
County Commission	\$ 80,300	\$ 80,014	\$ 80,314
Board of Equalization	8,628	7,143	8,629
Beer Board	2,254	1,500	2,317
Budget and Finance Committee	6,822	8,456	7,456
County Mayor/Executive	391,000	387,998	394,770
County Attorney	39,195	40,707	40,707
Election Commission	368,323	401,509	401,509
Register of Deeds	253,762	253,762	247,232
Planning	15,575	15,575	15,575
County Buildings	553,413	640,017	641,298
Other General Administration	480,400	495,800	492,529
Preservation of Records	1,954	1,898	1,954
<b>Finance</b>			
Property Assessor's Office	377,000	351,823	386,304
Reappraisal Program	145,000	151,264	147,534
County Trustee's Office	241,000	241,376	241,376
County Clerk's Office	598,524	604,321	604,321
<b>Administration of Justice</b>			
Circuit Court Clerk	483,000	503,363	509,283
Criminal Court	11,700	13,000	12,200
General Sessions Court	276,800	278,884	278,884
Chancery Court	98,600	89,463	102,814
Juvenile Court	141,200	143,825	143,825
Courtroom Security	65,100	85,950	85,950
<b>Public Safety</b>			
Sheriff's Department	2,202,000	2,252,662	2,295,289
Drug Enforcement	7,693	7,693	7,693
Administration of the Sexual Offender Registry	1,000	2,000	2,000
Jail	1,953,000	2,341,834	2,344,834
Juvenile Services	182,000	163,675	185,375
Fire Prevention and Control	215,000	219,485	219,485
Rescue Squad	100,000	100,000	100,000
Other Emergency Management	460,000	244,277	468,377
County Coroner/Medical Examiner	82,700	82,738	82,738
Other Public Safety	63,400	64,806	64,806

Hawkins County, Tennessee  
Schedule of Estimated Revenues, Expenditures and Fund Balance  
for the Continuing Budget Resolution

For the Year Ending June 30, 2011

General Fund, Fund #101	Estimated Revenues/ Expenditures 2010-11 FY	Original Budget 2010-11 FY	Amended Budget 2010-11 FY
<u>Public Health and Welfare</u>			
Local Health Center	\$ 320,800	\$ 322,861	\$ 322,861
Ambulance/Emergency Medical Services	60,000	60,000	60,000
Other Local Health Services	265,600	401,300	401,300
Aid to Dependent Children	6,500	6,500	6,500
<u>Social, Cultural, and Recreational Services</u>			
Adult Activities	2,000	2,000	2,000
Senior Citizens Assistance	194,100	196,941	197,941
Libraries	99,000	99,000	99,000
Parks and Fair Boards	80,000	120,743	127,439
<u>Agriculture and Natural Resources</u>			
Agriculture Extension Service	69,300	85,269	85,269
Forest Service	1,500	1,500	1,500
Soil Conservation	48,175	49,864	49,864
Flood Control	0	4,000	4,000
Storm Water Management	11,830	14,120	14,120
<u>Other Operations</u>			
Tourism	1,500	1,500	1,500
Industrial Development	272,300	280,083	287,250
Airport	44,000	296,761	296,761
Veterans' Services	76,400	72,276	76,405
Contributions to Other Agencies	27,500	27,500	27,500
Employee Benefits	79,400	151,900	130,951
ARRA Grant # 6			
Miscellaneous	227,000	255,841	255,841
<u>Highways</u>			
Litter and Trash Collection	44,300	45,321	45,321
<u>Principal on Debt</u>			
General Government	132,162	139,963	139,963
<u>Interest on Debt</u>			
General Government	9,482	19,337	19,337
<u>Other Debt Service</u>			
General Government	23	100	100
Total Expenditures	\$ 11,979,215	\$ 12,931,498	\$ 13,270,101
Other Uses			
Transfers Out	117,589	117,589	117,589
Total Expenditures and Other Uses	\$ 12,096,804	\$ 13,049,087	\$ 13,387,690
Excess (Deficiency) of Revenues			
Over Expenditures	\$ 204,103	\$ (1,688,081)	\$ (1,723,337)
Fund Balance, July 1, 2010	2,979,704	2,979,704	2,979,704
Estimated Fund Balance, June 30, 2011	\$ 3,183,807	\$ 1,291,623	\$ 1,256,367

**Note: Fund Balance Amounts include Restricted, Committed, Assigned & Unassigned Amounts (Previously referred to as Reserves and Undesignated Fund Balance)**

Hawkins County, Tennessee  
Schedule of Estimated Revenues, Expenditures, and Fund Balance  
for Continuing Budget Resolution

For the Year Ending June 30, 2011

Solid Waste/Sanitation Fund, Fund #116	Estimated Revenues/ Expenditures 2010-11 FY	Original Budget 2010-11 FY	Amended Budget 2010-11 FY
<b>Revenues</b>			
Local Taxes	\$ 1,004,000	\$ 910,000	\$ 910,000
Licenses and Permits	111,777	111,000	111,000
Other Local Revenue	68,458	56,800	56,800
State of Tennessee	95,219	95,000	95,000
<b>Total Revenues</b>	<b>\$ 1,279,454</b>	<b>\$ 1,172,800</b>	<b>\$ 1,172,800</b>
<b>Expenditures</b>			
<b>Public Health and Welfare</b>			
Sanitation Management	\$ 21,029	\$ 20,547	\$ 21,147
Waste Pickup	590,000	620,430	617,403
Convenience Centers	323,786	357,300	359,727
Other Waste Collection	30,851	32,867	32,867
Recycling Center	64,000	71,882	71,882
Landfill Operation and Maintenance	475,978	475,978	475,978
Other Waste Disposal	28,000	32,000	32,000
<b>Interest on Debt</b>			
General Government	0	2,000	2,000
<b>Total Expenditures</b>	<b>\$ 1,533,644</b>	<b>\$ 1,613,004</b>	<b>\$ 1,613,004</b>
Excess (Deficiency) of Revenues Over Expenditures	<b>\$ (254,190)</b>	<b>\$ (440,204)</b>	<b>\$ (440,204)</b>
Fund Balance, July 1, 2010	460,499	460,499	460,499
Estimated Fund Balance, June 30, 2011	<b>\$ 206,309</b>	<b>\$ 20,295</b>	<b>\$ 20,295</b>

**Note: Fund Balance Amounts include Restricted, Committed, Assigned  
and Unassigned Amounts (Previously referred to as Reserves and  
Undesignated Fund Balance)**

Hawkins County, Tennessee  
Schedule of Estimated Revenues, Expenditures, and Fund Balance  
for Continuing Budget Resolution

For the Year Ending June 30, 2011

Drug Control Fund, Fund #122	Estimated Revenues/ Expenditures 2010-11 FY	Original Budget 2010-11 FY	Amended Budget 2010-11 FY
<b>Revenues</b>			
Fines, Forfeitures and Penalties	\$ 57,100	\$ 43,000	\$ 43,000
Other Local Revenues	0	0	0
Federal Government	12,375	0	12,375
<b>Total Revenues</b>	<b>\$ 69,475</b>	<b>\$ 43,000</b>	<b>\$ 55,375</b>
<b>Expenditures</b>			
<b>Public Safety</b>			
Drug Enforcement	\$ 240,475	\$ 93,681	\$ 241,480
<b>Total Expenditures</b>	<b>\$ 240,475</b>	<b>\$ 93,681</b>	<b>\$ 241,480</b>
Excess (Deficiency) of Revenues Over Expenditures	\$ (171,000)	\$ (50,681)	\$ (186,105)
Fund Balance, July 1, 2010	304,269	304,269	304,269
Estimated Fund Balance, June 30, 2011	<u>\$ 133,269</u>	<u>\$ 253,588</u>	<u>\$ 118,164</u>

**Note: Fund Balance Amounts include Restricted, Committed, Assigned  
and Unassigned Amounts (Previously referred to as Reserves and  
Undesignated Fund Balance)**

Hawkins County, Tennessee  
Schedule of Estimated Revenues, Expenditures, and Fund Balance  
for Continuing Budget Resolution

For the Year Ending June 30, 2011

Highway Fund, Fund #131	Estimated Revenues/ Expenditures 2010-11 FY	Original Budget 2010-11 FY	Amended Budget 2010-11 FY
<b>Revenues</b>			
Local Taxes	\$ 1,428,854	\$ 1,379,443	\$ 1,379,443
Charges for Current Services	2,700	3,000	3,000
Other Local Revenues	30	0	0
State of Tennessee	2,291,917	3,024,234	3,024,234
Other Governments and Citizens Groups	6,620	0	0
<b>Total Revenues</b>	<b>\$ 3,730,121</b>	<b>\$ 4,406,677</b>	<b>\$ 4,406,677</b>
<b>Other Sources</b>			
Insurance Recovery	9,356	0	4,000
Transfers In	12,500	0	0
<b>Total Revenues &amp; Other Sources</b>	<b>\$ 3,751,977</b>	<b>\$ 4,406,677</b>	<b>\$ 4,410,677</b>
<b>Expenditures</b>			
<b>Highways</b>			
Administration	\$ 163,990	\$ 172,907	\$ 172,907
Highway and Bridge Maintenance	2,248,452	2,833,200	2,833,200
Operation and Maintenance of Equipment	617,302	723,364	739,364
Other Charges	127,741	136,500	136,500
Employee Benefits	295,000	358,650	358,650
Capital Outlay	351,500	1,548,710	1,536,710
<b>Total Expenditures</b>	<b>\$ 3,803,985</b>	<b>\$ 5,773,331</b>	<b>\$ 5,777,331</b>
<b>Other Uses</b>			
Transfers Out	215,000	220,000	220,000
<b>Total Expenditures &amp; Other Uses</b>	<b>\$ 4,018,985</b>	<b>5,993,331</b>	<b>5,997,331</b>
Excess (Deficiency) of Revenues Over Expenditures	<b>\$ (267,008)</b>	<b>(1,586,654)</b>	<b>(1,586,654)</b>
<b>Fund Balance, July 1, 2010</b>	<b>1,965,484</b>	<b>1,965,484</b>	<b>1,965,484</b>
<b>Estimated Fund Balance, June 30, 2011</b>	<b>\$ 1,698,476</b>	<b>\$ 378,830</b>	<b>\$ 378,830</b>

**Note: Fund Balance Amounts include Restricted, Committed, Assigned  
and Unassigned Amounts (Previously referred to as Reserves and  
Undesignated Fund Balance)**

Hawkins County, Tennessee  
Schedule of Estimated Revenues, Expenditures, and Fund Balance  
for Continuing Budget Resolution

For the Year Ending June 30, 2011

General Purpose School Fund, Fund #141	Estimated Revenues/ Expenditures 2010-11 FY	Original Budget 2010-11 FY	Amended Budget 2010-11 FY
<b><u>Revenues</u></b>			
Local Taxes	\$ 12,348,840	\$ 11,913,009	\$ 11,913,009
Licenses and Permits	4,400	4,400	4,400
Charges for Current Services	8,000	10,150	10,150
Other Local Revenues	70,996	132,340	148,378
State of Tennessee	34,321,434	36,459,365	36,542,276
Federal Government	178,582	219,665	269,258
Total Revenues	\$ 46,932,252	\$ 48,738,929	\$ 48,887,471
<b><u>Expenditures</u></b>			
<b><u>Instruction</u></b>			
Regular Instruction Program	\$ 25,557,336	\$ 26,909,544	\$ 26,963,650
Alternative Instruction Program	256,643	356,959	358,459
Special Education Program	3,595,346	4,428,732	4,420,532
Vocational Education Program	1,094,730	1,056,484	1,128,973
Adult Education Program	80,224	86,381	99,941
<b><u>Support Services</u></b>			
Attendance	153,420	179,942	180,262
Health Services	620,375	676,531	677,088
Other Student Support	1,325,440	1,762,955	1,805,060
Regular Instruction Program	1,900,328	2,186,906	2,201,074
Special Education Program	406,332	448,373	454,073
Vocational Education Program	42,758	43,782	49,307
Adult Programs	63,645	78,366	78,671
<b><u>Other Programs</u></b>			
Board of Education	1,442,442	1,464,509	1,532,574
Director of Schools	401,460	435,453	433,665
Office of the Principal	3,123,339	3,242,397	3,277,397
Fiscal Services	220,899	214,872	219,872
Human Services/Personnel	73,152	75,960	75,960
Operation of Plant	3,857,880	3,911,204	4,175,853
Maintenance of Plant	1,075,004	1,004,513	1,206,013
Transportation	17,300	18,621	21,121
Central and Other	49,310		51,417
<b><u>Operation of Non-Instructional Services</u></b>			
Food Service	74,702	74,900	74,900
Early Childhood Education	369,661	371,821	388,739
<b><u>Capital Outlay</u></b>			
Regular Capital Outlay	2,338,054	267,874	2,596,820
<b><u>Principal on Debt</u></b>			
Education	13,670	137,277	89,086
<b><u>Interest on Debt</u></b>			
Education	3,331	42,000	42,000
<b><u>Other Debt Service</u></b>			
Education	229,865	181,673	229,865
Total Expenditures	\$ 48,386,646	\$ 49,658,029	\$ 52,832,372
Excess (Deficiency) of Revenues Over Expenditures	\$ (1,454,394)	\$ (919,100)	\$ (3,944,901)
Fund Balance, July 1, 2010	9,974,934	9,974,934	9,974,934
Fund Balance, June 30, 2011	\$ 8,520,540	9,055,834	6,030,033

Note: Fund Balance Amounts include Restricted, Committed, Assigned and Unassigned Amounts (Previously referred to as Reserves and Undesignated Fund Balance)

Hawkins County, Tennessee  
Schedule of Estimated Revenues, Expenditures, and Fund Balance  
for Continuing Budget Resolution

For the Year Ending June 30, 2011

School Federal Projects Fund, Fund #142	Estimated Revenues/ Expenditures 2010-11 FY	Original Budget 2010-11 FY	Amended Budget 2010-11 FY
---	--	----------------------------------	---------------------------------

Revenues

State of Tennessee  
Federal Government  
Race To The Top (RTTT)  
Federal Through State

Total Revenues

Other Sources

Transfers In

Total Revenues & Other Sources

Expenditures

Instruction

Regular Instruction Program  
Special Education Program  
Vocational Education Program

Support Services

Health Services  
Other Student Support  
Regular Instruction Program  
Special Education Program  
Vocational Education Program  
Transportation

Operation of Non-Instructional Services

Early Childhood Education

Total Expenditures

Other Uses

Indirect Cost  
Transfers Out

Total Expenditures & Other Uses

Excess (Deficiency) of Revenues  
Over Expenditures

Fund Balance, July 1, 2010

Estimated Fund Balance, June 30, 2011

**Note: Fund Balance Amounts include Restricted, Committed, Assigned and Unassigned Amounts (Previously referred to as Reserves and Undesignated Fund Balance)**

Will be attached  
later as an  
Amendment.

Hawkins County, Tennessee  
Schedule of Estimated Revenues, Expenditures, and Fund Balance  
for Continuing Budget Resolution

For the Year Ending June 30, 2011

Central Cafeteria Fund, Fund #143	Estimated Revenues/ Expenditures 2010-11 FY	Original Budget 2010-11 FY	Amended Budget 2010-11 FY
<b>Revenues</b>			
Charges for Current Services	\$ 1,015,986	\$ 1,350,759	\$ 1,717,294
Other Local Revenues	8,444	10,000	10,000
State of Tennessee	38,262	40,653	40,653
Federal Government	1,759,268	2,174,750	2,194,650
<b>Total Revenues</b>	<b>\$ 2,821,960</b>	<b>\$ 3,576,162</b>	<b>\$ 3,962,597</b>
<b>Expenditures</b>			
<u>Operation of Non-Instructional Services</u>			
Food Service	3,172,224	3,576,162	3,962,597
<b>Total Expenditures</b>	<b>\$ 3,172,224</b>	<b>\$ 3,576,162</b>	<b>\$ 3,962,597</b>
Excess (Deficiency) of Revenues Over Expenditures	\$ (350,264)	\$ 0	\$ 0
Fund Balance, July 1, 2010	2,324,629	2,324,629	2,324,629
Estimated Fund Balance, June 30, 2011	\$ 1,974,365	2,324,629	2,324,629

**Note: Fund Balance Amounts include Restricted, Committed, Assigned  
and Unassigned Amounts (Previously referred to as Reserves and  
Undesignated Fund Balance)**



Hawkins County, Tennessee  
Schedule of Estimated Revenues, Expenditures, and Fund Balance  
for Continuing Budget Resolution

For the Year Ending June 30, 2011

School Transportation Fund, Fund #144	Estimated Revenues/ Expenditures 2010-11 FY	Original Budget 2010-11 FY	Amended Budget 2010-11 FY
<b><u>Revenues</u></b>			
Local Taxes	\$ 1,638,972	\$ 1,587,750	\$ 1,587,750
Charges for Current Services	81,763	87,741	87,741
Other Local Revenues	292,496	307,901	307,901
State of Tennessee	966,856	966,856	966,856
Other Governments and Citizens Groups	379,630	0	400,000
<b>Total Revenues</b>	<b>\$ 3,359,717</b>	<b>\$ 2,950,248</b>	<b>\$ 3,350,248</b>
<b><u>Other Sources</u></b>			
Bond Proceeds	0	400,000	0
<b>Total Revenues &amp; Other Sources</b>	<b>\$ 3,359,717</b>	<b>\$ 3,350,248</b>	<b>\$ 3,350,248</b>
<b><u>Expenditures</u></b>			
<b><u>Support Services</u></b>			
Board of Education	29,613	0	35,000
Transportation	3,055,094	3,035,551	3,293,551
<b><u>Other Debt Service</u></b>			
Education	375,524	399,697	399,697
<b>Total Expenditures</b>	<b>\$ 3,460,231</b>	<b>\$ 3,435,248</b>	<b>\$ 3,728,248</b>
Excess (Deficiency) of Revenues Over Expenditures	<b>\$ (100,514)</b>	<b>\$ (85,000)</b>	<b>\$ (378,000)</b>
 Fund Balance, July 1, 2010	 726,292	 726,292	 726,292
Estimated Fund Balance, June 30, 2011	<b>\$ 625,778</b>	<b>641,292</b>	<b>348,292</b>

**Note: Fund Balance Amounts include Restricted, Committed, Assigned  
and Unassigned Amounts (Previously referred to as Reserves and  
Undesignated Fund Balance)**

Hawkins County, Tennessee  
Schedule of Estimated Revenues, Expenditures, and Fund Balance  
for Continuing Budget Resolution

For the Year Ending June 30, 2011

General Debt Service Fund, Fund #151	Estimated Revenue/ Expenditures 2010-11 FY	Original Budget 2010-11 FY	Amended Budget 2010-11 FY
<b>Revenues</b>			
Local Taxes	\$ 896,355	\$ 886,616	\$ 886,616
Other Local Revenues	29,918	65,000	65,000
Federal Government	6,470	6,470	6,470
<b>Total Revenues</b>	<b>\$ 932,743</b>	<b>\$ 958,086</b>	<b>\$ 958,086</b>
<b>Other Sources</b>			
Transfers In	117,589	117,589	117,589
<b>Total Revenues &amp; Other Sources</b>	<b>\$ 1,050,332</b>	<b>\$ 1,075,675</b>	<b>\$ 1,075,675</b>
<b>Expenditures</b>			
<b>Principal on Debt</b>			
General Government	\$ 345,000	\$ 345,000	\$ 345,000
<b>Interest on Debt</b>			
General Government	674,791	677,687	677,687
<b>Other Debt Service</b>			
General Government	17,403	41,000	41,000
<b>Total Expenditures</b>	<b>\$ 1,037,194</b>	<b>\$ 1,063,687</b>	<b>\$ 1,063,687</b>
<b>Other Uses</b>			
Transfers Out	-	-	-
<b>Total Expenditures &amp; Other Uses</b>	<b>\$ 1,037,194</b>	<b>\$ 1,063,687</b>	<b>\$ 1,063,687</b>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>\$ 13,138</b>	<b>\$ 11,988</b>	<b>\$ 11,988</b>
 Fund Balance, July 1, 2010	 4,069,556	 4,069,556	 4,069,556
Estimated Fund Balance, June 30, 2011	\$ 4,082,694	\$ 4,081,544	\$ 4,081,544

**Note: Fund Balance Amounts include Restricted, Committed, Assigned and Unassigned Amounts (Previously referred to as Reserves and Undesignated Fund Balance)**

Hawkins County, Tennessee  
Schedule of Estimated Revenues, Expenditures, and Fund Balance  
for Continuing Budget Resolution

For the Year Ending June 30, 2011

Special (Highway) Debt Service Fund, #154	Estimated Revenues/ Expenditures 2010-11 FY	Original Budget 2010-11 FY	Amended Budget 2010-11 FY
<u>Revenues</u>			
Local Taxes	\$ 340,000	\$ 340,000	\$ 340,000
Federal Government	29,180	29,180	29,180
Total Revenues	\$ 369,180	\$ 369,180	\$ 369,180
 Other Sources			
Transfers In	211,000	220,000	220,000
Total Revenues & Other Sources	\$ 580,180	\$ 589,180	\$ 589,180
 <u>Expenditures</u>			
<u>Principal on Debt</u>			
Highways and Streets	\$ 250,000	\$ 250,000	\$ 250,000
<u>Interest on Debt</u>			
Highways and Streets	94,416	94,410	94,410
<u>Other Debt Service</u>			
Highways and Streets	4,153	6,200	6,200
Total Expenditures	\$ 348,569	\$ 350,610	\$ 350,610
Excess (Deficiency) of Revenues Over Expenditures	\$ 231,611	\$ 238,570	\$ 238,570
 Fund Balance, July 1, 2010	1,194,241	1,194,241	1,194,241
Estimated Fund Balance, June 30, 2011	\$ 1,425,852	\$ 1,432,811	\$ 1,432,811

**Note: Fund Balance Amounts include Restricted, Committed, Assigned and Unassigned Amounts (Previously referred to as Reserves and Undesignated Fund Balance)**

Hawkins County, Tennessee  
Schedule of Estimated Revenues, Expenditures, and Fund Balance  
for Continuing Budget Resolution

For the Year Ending June 30, 2011

Education Debt Service Fund, #156	Estimated Revenues/ Expenditures 2010-11 FY	Original Budget 2010-11 FY	Amended Budget 2010-11 FY
<b>Revenues</b>			
Local Taxes	\$ 3,818,860	\$ 3,756,295	\$ 3,756,295
Other Local Revenues	63,252	125,000	125,000
Federal Government	438,354	388,715	438,355
Other Governments and Citizens Groups	640,581	581,370	629,370
<b>Total Revenues</b>	<b>\$ 4,961,047</b>	<b>\$ 4,851,380</b>	<b>\$ 4,949,020</b>
<b>Other Sources</b>			
Refunding Debt Issued	7,380,000	0	7,380,000
Premiums on Debt Issued	330,076	0	330,076
<b>Total Revenues &amp; Other Sources</b>	<b>\$ 12,671,123</b>	<b>\$ 4,851,380</b>	<b>\$ 12,659,096</b>
<b>Expenditures</b>			
<u>Principal on Debt</u>			
General Government	\$ 1,612,366	\$ 1,614,277	\$ 1,614,277
<u>Interest on Debt</u>			
General Government	3,119,440	3,191,329	3,277,469
<u>Other Debt Service</u>			
General Government	326,004	215,900	339,757
<b>Total Expenditures</b>	<b>\$ 5,057,810</b>	<b>\$ 5,021,506</b>	<b>\$ 5,231,503</b>
<u>Other Uses</u>			
Payments to Refunded Debt Escrow Agent	7,597,719	0	7,597,719
<b>Total Expenditures &amp; Other Uses</b>	<b>\$ 12,655,529</b>	<b>5,021,506</b>	<b>12,829,222</b>
Excess (Deficiency) of Revenues Over Expenditures	<b>\$ 15,594</b>	<b>\$ -170,126</b>	<b>\$ -170,126</b>
 Fund Balance, July 1, 2010	 9,441,988	 9,441,988	 9,441,988
 Estimated Fund Balance, June 30, 2011	 <b>\$ 9,457,582</b>	 <b>\$ 9,271,862</b>	 <b>\$ 9,271,862</b>

**Note: Fund Balance Amounts include Restricted, Committed Assigned and Unassigned Amounts (Previously referred to as Reserves and Undesignated Fund Balance)**

TO THE HONORABLE MELVILLE BAILEY, CHAIRMAN, AND MEMBERS OF  
THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS  
27TH DAY OF JUNE, 2011.

**RESOLUTION IN REFERENCE: BUDGET AMENDMENT - GENERAL FUND**

The following budget amendments are being requested as listed below:

Account Number	Description	Current Budget			Amended Budget
	<b>COUNTY COMMISSION, BUDGET AND FINANCE COMMITTEE</b>				
	<b>Increase Expenditures</b>		<b>Increase</b>		
51100-355	Travel	14,800.00	1,000.00		15,800.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
51230-191	Board and Committee Members Fees	7,350.00		(1,000.00)	6,350.00
	<b>Sub-Total Expenditures</b>	<b>\$ 22,150.00</b>	<b>\$ 1,000.00</b>	<b>\$ (1,000.00)</b>	<b>\$ 22,150.00</b>
	The increases in Travel is needed to make sufficient appropriations for anticipated expenditures for the remainder of the fiscal year.				
	Funding will come from a transfer from Board and Committee Members Fees line item.				
	<b>COUNTY MAYOR'S OFFICE</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
51300-719	Office Equipment	150.00	1,000.00		1,150.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
51300-169	Part-Time Personnel	1,200.00		(1,000.00)	200.00
	<b>Sub-Total Expenditures</b>	<b>\$ 1,350.00</b>	<b>\$ 1,000.00</b>	<b>\$ (1,000.00)</b>	<b>\$ 1,350.00</b>
	The above increase is needed to purchase filing cabinets, calculators and other needed office equipment.				
	Funding will come from a transfer within the County Mayor's budget.				
	<b>ELECTION COMMISSION</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
51500-193	Election Worker	66,419.00	150.00		66,569.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
51500-192	Election Commission	13,981.00		(150.00)	13,831.00
	<b>Sub-Total Expenditures</b>	<b>\$ 80,400.00</b>	<b>\$ 150.00</b>	<b>\$ (150.00)</b>	<b>\$ 80,400.00</b>
	The above increase is needed to correct a prior posting error.				
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Totals- Expenditures</b>	<b>\$ 103,900.00</b>	<b>\$ 2,150.00</b>	<b>\$ (2,150.00)</b>	<b>\$ 103,900.00</b>

INTRODUCED BY: Gary Hicks, Chrmn Budget Committee

ESTIMATED COST \_\_\_\_\_

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

PAID FROM \_\_\_\_\_ FUND \_\_\_\_\_

ACTION: AYE NAY

DATE SUBMITTED 6/13/11

ROLL CALL \_\_\_\_\_

COUNTY CLERK: A. CARROLL JENKINS

VOICE VOTE \_\_\_\_\_

BY: A. Carroll Jenkins

ABSENT \_\_\_\_\_

COMMITTEE ACTION: \_\_\_\_\_

APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

CHAIRMAN: \_\_\_\_\_

Melville Bailey  
MELVILLE BAILEY

Account Number	Description				
	<b>REGISTER OF DEEDS</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
51600-307	Communications	3,350.00	130.00		3,480.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
51600-201	Social Security	12,825.00		(130.00)	12,695.00
	<b>Sub-Total Expenditures</b>	<b>\$ 16,175.00</b>	<b>\$ 130.00</b>	<b>\$ (130.00)</b>	<b>\$ 16,175.00</b>
The above increase is needed to make sufficient appropriations for anticipated expenditures for the remainder of the fiscal year.					
Funding will come from a transfer within the Register of Deeds budget.					
	<b>COUNTY BUILDINGS</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
51800-335	Maintenance and Repair Serv-Bldgs	15,000.00	3,500.00		18,500.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
51800-452	Utilities	223,500.00		(3,500.00)	220,000.00
	<b>Sub-Total Expenditures</b>	<b>\$ 238,500.00</b>	<b>\$ 3,500.00</b>	<b>\$ (3,500.00)</b>	<b>\$ 238,500.00</b>
The above increase is needed to cover expenditures for repairs of AC Systems in County Buildings. The original budget and previous amendments were insufficient.					
Funding will come from a transfer within the County Buildings budget.					
	<b>PRESERVATION OF RECORDS, OTHER GENERAL ADMINISTRATION</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
51910-307	Communications	635.00	56.00		691.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
51900-599	Other Charges	500.00		(56.00)	444.00
	<b>Sub-Total Expenditures</b>	<b>\$ 1,135.00</b>	<b>\$ 56.00</b>	<b>\$ (56.00)</b>	<b>\$ 1,135.00</b>
The above increase is needed to make sufficient appropriations for anticipated expenditures for the remainder of the fiscal year.					
Funding will come from a transfer within the Other General Administration budget.					
	<b>PROPERTY ASSESSOR'S OFFICE, REAPPRAISAL PROGRAM</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
52310-204	State Retirement (Reappraisal Prog)	7,950.00	136.00		8,086.00
52300-207	Medial Insurance	16,981.00	2,026.00		19,007.00
52300-351	Rentals	1,551.00	400.00		1,951.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
52300-201	Social Security	17,500.00		(136.00)	17,364.00
52310-207	Medial Insurance (Reappraisal Prog)	20,650.00		(2,426.00)	18,224.00
	<b>Sub-Total Expenditures</b>	<b>\$ 64,632.00</b>	<b>\$ 2,562.00</b>	<b>\$ (2,562.00)</b>	<b>\$ 64,632.00</b>
The increase in State Retirement is needed to make sufficient appropriations for anticipated expenditures for the remainder of the fiscal year.					
The increase in Medical Insurance is needed due to an employee enrolling in May through a special qualifying event.					
Funding will come from transfers within the Property Assessor's Office and Reappraisal Program budgets.					
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Totals - Expenditures</b>	<b>\$ 320,442.00</b>	<b>\$ 6,248.00</b>	<b>\$ (6,248.00)</b>	<b>\$ 320,442.00</b>
	<b>Page Totals - Revenues</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

## Page 3

Account Number	Description				
	<b>COUNTY TRUSTEE'S OFFICE</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
52400-332	Legal Notices, Recording and Court Costs	(448.00)	572.00		124.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
52400-168	Temporary Personnel	26,574.00		(194.00)	26,380.00
52400-435	Office Supplies	2,980.00		(378.00)	2,602.00
	<b>Sub-Total Expenditures</b>	<b>\$ 29,106.00</b>	<b>\$ 572.00</b>	<b>\$ (572.00)</b>	<b>\$ 29,106.00</b>
	This amendment is needed to correct error of Resolution No. 2011/04/12.				
	<b>COUNTY TRUSTEE'S OFFICE</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
52400-307	Communications	5,340.00	325.00		5,665.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
52400-201	Social Security	13,422.00		(325.00)	13,097.00
	<b>Sub-Total Expenditures</b>	<b>\$ 18,762.00</b>	<b>\$ 325.00</b>	<b>\$ (325.00)</b>	<b>\$ 18,762.00</b>
	The above increase is needed to make sufficient appropriations for anticipated expenditures for the remainder of the fiscal year.				
	Funding will come from a transfer within the County Trustee's budget.				
	<b>COUNTY CLERK'S OFFICE</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
52500-210	Unemployment Compensation	1,115.00	48.00		1,163.00
52500-332	Legal Notices, Recording and Court Costs	100.00	300.00		400.00
52500-719	Office Equipment	5,900.00	1,000.00		6,900.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
52500-201	Social Security	30,000.00		(48.00)	29,952.00
52500-337	Maintenance and Repair Serv-Office Equip	16,900.00		(300.00)	16,600.00
52500-435	Office Supplies	7,000.00		(1,000.00)	6,000.00
	<b>Sub-Total Expenditures</b>	<b>\$ 61,015.00</b>	<b>\$ 1,348.00</b>	<b>\$ (1,348.00)</b>	<b>\$ 61,015.00</b>
	The increase in Unemployment Compensation is needed to make sufficient appropriations for anticipated expenditures for the remainder of the fiscal year.				
	The increase in Legal Notices, Recording and Court Costs is needed due to the increase in publishing costs of Legal Notices.				
	The increase in Office Equipment is needed due to an upgrade of the Server required to meet the State system.				
	Funding will come from transfers within the County Clerk's Office budget.				
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Totals - Expenditures</b>	<b>\$ 108,883.00</b>	<b>\$ 2,245.00</b>	<b>\$ (2,245.00)</b>	<b>\$ 108,883.00</b>
	<b>Page Totals - Revenues</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

Account Number	Description				
	<b>CIRCUIT COURT AND CRIMINAL COURT</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
53120-435	Office Supplies	16,000.00	4,169.00		20,169.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
53120-194	Jury and Witness Fees (Circuit)	6,000.00		(2,670.00)	3,330.00
53120-355	Travel	1,500.00		(475.00)	1,025.00
53120-599	Other Charges	250.00		(224.00)	26.00
53200-194	Jury and Witness Fees (Criminal)	13,000.00		(800.00)	12,200.00
	<b>Sub-Total Expenditures</b>	<b>\$ 36,750.00</b>	<b>\$ 4,169.00</b>	<b>\$ (4,169.00)</b>	<b>\$ 36,750.00</b>
The increase in Office Supplies is needed to make sufficient appropriations for anticipated expenditures for the remainder of the fiscal year.					
Funding will come from transfers within the Circuit Court and Criminal Court budgets.					
	<b>SHERIFF'S DEPARTMENT</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
54110-431	Law Enforcement Supplies	5,500.00	2,585.00		8,085.00
54110-599	Other Charges	150.00	96.00		246.00
54110-709	Data Processing Equipment	4,500.00	2,330.00		6,830.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
54110-106	Deputy(ies)	661,698.00		(96.00)	661,602.00
54110-716	Law Enforcement Equipment	21,000.00		(2,585.00)	18,415.00
	<b>Decrease Reserve Account</b>			<b>Decrease</b>	
34168	Reserved for Automation-Sheriff	2,849.00		(2,330.00)	519.00
	<b>Sub-Total Expenditures &amp; Reserves</b>	<b>\$ 695,697.00</b>	<b>\$ 5,011.00</b>	<b>\$ (5,011.00)</b>	<b>\$ 695,697.00</b>
The increase in Law Enforcement Supplies is needed to purchase ammunition.					
The increase in Data Processing Equipment is needed to replace computers and monitors that no longer work.					
Funding will come from transfers within the Sheriff's Department budget and from the reserve account for automation for Sheriff/Jail.					
	<b>JAIL</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
54210-709	Data Processing Equipment	3,000.00	950.00		3,950.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
54210-160	Guards	776,866.00		(950.00)	775,916.00
	<b>Sub-Total Expenditures</b>	<b>\$ 779,866.00</b>	<b>\$ 950.00</b>	<b>\$ (950.00)</b>	<b>\$ 779,866.00</b>
The increase in Data Processing Equipment is needed to replace computers and monitors that no longer work.					
Funding will come from transfers within the Jail's budget.					
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Totals - Expenditures &amp; Reserves</b>	<b>\$ 1,512,313.00</b>	<b>\$ 10,130.00</b>	<b>\$ (10,130.00)</b>	<b>\$ 1,512,313.00</b>
	<b>Page Totals - Revenues</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>



Account Number	Description				
	<b>JUVENILE SERVICES AND JUVENILE COURT</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
54240-322	Evaluation & Testing	4,000.00	1,400.00		5,400.00
54240-399	Other Contracted Services	1,100.00	100.00		1,200.00
54240-435	Office Supplies	2,500.00	300.00		2,800.00
54240-719	Office Equipment	2,700.00	1,500.00		4,200.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
53500-196	In-Service Training	3,000.00		(1,600.00)	1,400.00
	<b>Sub-Total Expenditures</b>	<b>\$ 13,300.00</b>	<b>\$ 3,300.00</b>	<b>\$ (1,600.00)</b>	<b>\$ 15,000.00</b>
	<b>Increase Revenue-Juvenile Court</b>		<b>Increase</b>		
42410	Juvenile Court Fines	10,500.00	1,300.00		11,800.00
42420	Juvenile Court Officers Cost	4,000.00	400.00		4,400.00
	<b>Sub-Total Revenues</b>	<b>\$ 14,500.00</b>	<b>\$ 1,700.00</b>	<b>\$ 0.00</b>	<b>\$ 16,200.00</b>
The increase in Evaluation & Testing is needed to make sufficient appropriations for anticipated expenditures for the remainder of the fiscal year.					
The increase in Other Contracted Services is needed to make sufficient appropriations for the remainder of the fiscal year.					
The increase in Office Supplies is needed to make sufficient appropriations for anticipated expenditures for the remainder of the fiscal year.					
The increase in Office Equipment is needed to purchase two computers to replace outdated ones.					
Funding will come from a transfer within the Juvenile Court budget and increase of revenue.					
	<b>OTHER EMERGENCY MANAGEMENT</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
54490-355	Travel	650.00	700.00		1,350.00
54490-450	Tires & Tubes	500.00	150.00		650.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
54490-499	Other Supplies and Materials	2,290.00		(850.00)	1,440.00
	<b>Sub-Total Expenditures</b>	<b>\$ 3,440.00</b>	<b>\$ 850.00</b>	<b>\$ (850.00)</b>	<b>\$ 3,440.00</b>
The increase in Travel is needed to cover expenses for out of state EMAT training for Director and other personnel.					
The increase in Tires & Tubes is needed due to the original budget being under-estimated.					
Funding will come from transfers within the Other Emergency Management budget.					
	<b>PARKS AND FAIR BOARDS</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
56700-450	Tires & Tubes	400.00	200.00		600.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
56700-409	Crushed Stone	1,500.00		(200.00)	1,300.00
	<b>Sub-Total Expenditures</b>	<b>\$ 1,900.00</b>	<b>\$ 200.00</b>	<b>\$ (200.00)</b>	<b>\$ 1,900.00</b>
The above increase is needed due to the original budget being under-estimated.					
Funding will come from transfers within the Parks and Fair Boards budget.					
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Totals - Expenditures</b>	<b>\$ 18,640.00</b>	<b>\$ 4,350.00</b>	<b>\$ (2,650.00)</b>	<b>\$ 20,340.00</b>
	<b>Page Totals - Revenues</b>	<b>\$ 14,500.00</b>	<b>\$ 1,700.00</b>	<b>\$ 0.00</b>	<b>\$ 16,200.00</b>

## Page 6

Account Number	Description				
	<b>AGRICULTURAL EXTENSION SERVICE</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
57100-307	Communication	3,100.00	350.00		3,450.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
57100-140	Salary Supplements	61,219.00		(350.00)	60,869.00
	<b>Sub-Total Expenditures</b>	<b>\$ 64,319.00</b>	<b>\$ 350.00</b>	<b>\$ (350.00)</b>	<b>\$ 64,319.00</b>
	The above increase is needed because this line item was under-estimated in the original budget.				
	Funding will come from transfers within the Agricultural Extension Service budget.				
	<b>INDUSTRIAL DEVELOPMENT</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
58120-169	Part-time Personnel	11,724.00	288.00		12,012.00
58120-335	Maintenance and Repair Serv-Bldgs	0.00	5,000.00		5,000.00
58120-435	Office Supplies	700.00	147.00		847.00
58120-513	Workers Comp Insurance	1,204.00	200.00		1,404.00
58120-717	Maintenance Equipment	0.00	460.00		460.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
58120-207	Medical Insurance	16,745.00		(200.00)	16,545.00
58120-320	Dues and Memberships	405.00		(305.00)	100.00
58120-321	Engineering Services	2,529.00		(288.00)	2,241.00
58120-338	Maintenance and Repair Serv-Vehicles	3,067.00		(225.00)	2,842.00
58120-355	Travel	1,125.00		(500.00)	625.00
58120-499	Other Supplies and Materials	200.00		(77.00)	123.00
	<b>Sub-Total Expenditures</b>	<b>\$ 37,699.00</b>	<b>\$ 6,095.00</b>	<b>\$ (1,595.00)</b>	<b>\$ 42,199.00</b>
	<b>Increase Revenue</b>		<b>Increase</b>		
49700	Insurance Recovery	23,887.00	4,500.00		28,387.00
	<b>Sub-Total Revenues</b>	<b>\$ 23,887.00</b>	<b>\$ 4,500.00</b>	<b>\$ 0.00</b>	<b>\$ 28,387.00</b>
	The increase in Part-time Personnel is needed to pay the maintenance worker at Phipps Bend Industrial Park the remainder of the fiscal year.				
	The increase in Maintenance and Repair Services-Buildings is needed to repair the spec building at Phipps Bend that was accidentally damaged with the bush hog. An insurance claim will fund a portion of this increase.				
	The increase in Office Supplies is needed to make sufficient appropriations for anticipated expenditures for the remainder of the fiscal year.				
	The increase in Workers Comp Insurance is needed to cover the maintenance personnel and the WIA program for the remainder of the fiscal year.				
	The increase in Maintenance Equipment is needed to pay the remaining cost of a lawnmower and other small equipment needed for Phipps Bend Industrial Park maintenance.				
	Funding will come from transfers within the Industrial Development budget and from an insurance claim payment.				
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Totals - Expenditures</b>	<b>\$ 102,018.00</b>	<b>\$ 6,445.00</b>	<b>\$ (1,945.00)</b>	<b>\$ 106,518.00</b>
	<b>Page Totals - Revenues</b>	<b>\$ 23,887.00</b>	<b>\$ 4,500.00</b>	<b>\$ 0.00</b>	<b>\$ 28,387.00</b>

TO THE HONORABLE MELVILLE BAILEY, CHAIRMAN, AND MEMBERS OF  
THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS  
27TH DAY OF JUNE, 2011.

**RESOLUTION IN REFERENCE: BUDGET AMENDMENT - HIGHWAY DEBT SERVICE FUND**

The following budget amendments are being requested as listed below:

Account Number	Description	Current Budget			
	<b>OTHER DEBT SERVICE</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>HIGHWAYS AND STREETS</b>				
	<b>Increase Expenditures</b>		<b>Increase</b>		
82320-325	Fiscal Agent Charges	1,200.00	500.00		1,700.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
82320-510	Trustee's Commission	5,000.00		(500.00)	4,500.00
	<b>Sub-total - Expenditures</b>	<b>\$ 6,200.00</b>	<b>\$ 500.00</b>	<b>\$ (500.00)</b>	<b>\$ 6,200.00</b>
	The increase in Fiscal Agent Charges is needed for payment of this fund's share of annual bank fees for the 2010 Build America Bond issue.				
	Funding will come from a transfer from the Trustee's Commission line item.				
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Totals- Expenditures</b>	<b>\$ 6,200.00</b>	<b>\$ 500.00</b>	<b>\$ (500.00)</b>	<b>\$ 6,200.00</b>

INTRODUCED BY: Gary W. Hicks, Jr, Chairman

ESTIMATED COST

SECONDED BY:

PAID FROM	FUND
-----------	------

ACTION: AYE NAY

DATE SUBMITTED 6/13/11

## ROLL CALL

COUNTY CLERK: A. CARROLL JENKINS

VOICE VOTE

BY: A. Carroll Jenkins

ABSENT

COMMITTEE ACTION:

APPROVED

CHAIRMAN:

MELVILLE BAILEY



**RESOLUTION IN REFERENCE: BUDGET AMENDMENT - SOLID WASTE FUND**

Account Number	Description	Current Budget			Amended Budget
	<b>SANITATION MANAGEMENT, CONVENIENCE CENTERS, AND RECYCLING CENTER</b>				
	<b>Increase Expenditures</b>		<b>Increase</b>		
55710-510	Trustee's Commission	12,000.00	600.00		12,600.00
55751-425	Gasoline	500.00	700.00		1,200.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
55732-299	Other Fringe Benefits	51,400.00		(600.00)	50,800.00
55751-307	Communications	1,810.00		(500.00)	1,310.00
55751-336	Maintenance and Repair Serv-Equip	1,000.00		(200.00)	800.00
	<b>Sub-total Expenditures</b>	<b>\$ 66,710.00</b>	<b>\$ 1,300.00</b>	<b>\$ (1,300.00)</b>	<b>\$ 66,710.00</b>
	The increase in Trustee's Commission is needed to make sufficient appropriations for the remainder of the fiscal year.				
	The increase in Gasoline is due to the original budget being under-estimated.				
	Funding will come from a transfer within the Convenience Centers and Recycling Center budgets.				
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Totals- Expenditures</b>	<b>\$ 66,710.00</b>	<b>\$ 1,300.00</b>	<b>\$ (1,300.00)</b>	<b>\$ 66,710.00</b>
	<b>Page Totals- Revenues</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

ESTIMATED COST

PAID FROM	FUND
-----------	------


DATE SUBMITTED 6/13/11

COUNTY CLERK: A. CARROLL JENKINS

BY: A. Carroll Jenkins

APPROVED

DISAPPROVED

  
MELVILLE BAILEY

RESOLUTION NO. 2011/06/15

TO THE HONORABLE MELVILLE BAILEY, CHAIRMAN, AND MEMBERS OF  
THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS  
27TH DAY OF JUNE, 2011

**RESOLUTION IN REFERENCE: AMENDMENT OF JUNE 30, 2010 ESTIMATED FUND  
BALANCES AND RESERVES ON APPROVED 2010-11 FY BUDGETS**

WHEREAS, it is recommended that the estimated fund balances and reserves presented to County  
Commission should reasonably reflect the actual June 30 fund balances and reserves for each fund, and

WHEREAS, the June 30, 2010 audit was released in December 2010, and

WHEREAS, some closing entries and/or adjustments were not included in the approved 2010 - 2011FY,  
Budget, and

WHEREAS, it has been recommended that County Commission be informed of the actual June 30  
fund balance of each fund and that the budget document be amended with such.

<b>Fund</b>	<b>Estimated 6/30/10 Fund Balances and Reserves on the 2010-11 FY Budget Document</b>	<b>Actual 6/30/10 Fund Balances and Reserves after Closing Accounting Records for the 2009-2010 FY</b>	<b>Difference</b>
General Purpose School	\$ 9,974,934	\$ 10,985,730	\$ 1,010,796
Federal Projects	261,828	261,828	\$ -
Central Cafeteria	2,324,629	2,102,800	\$ (221,829)
Transportation	726,292	726,292	\$ -

NOW THEREFORE BE IT RESOLVED THAT the above actual June 30, 2010 fund balances and  
reserves be recognized and amended for the approved 2010 - 11 FY budgets for the purpose of meeting audit  
requirements. No general ledger entries for any fund will be required from this resolution.

INTRODUCED BY: Gary W. Hicks, Jr., Chairman  
Budget Committee

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

ACTION: AYE NAY

ROLL CALL \_\_\_\_\_

VOICE VOTE \_\_\_\_\_

ABSENT \_\_\_\_\_

COMMITTEE ACTION: \_\_\_\_\_

ESTIMATED COST \_\_\_\_\_

PAID FROM \_\_\_\_\_ FUND

DATE SUBMITTED 6/13/11

COUNTY CLERK: A. CARROLL JENKINS

BY: A. Carroll Jenkins

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

CHAIRMAN:

MELVILLE BAILEY

RESOLUTION NO. 2011 06 116

TO THE HONORABLE MELVILLE E. BAILEY, CHAIRMAN, AND MEMBERS OF THE  
HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 27th  
DAY OF JUNE 2011.

**RESOLUTION IN REF: GENERAL PURPOSE SCHOOL FUND BUDGET  
AMENDMENT**

WHEREAS, the Hawkins County Board of Education has approved the attached budget  
amendment to the General Purpose School Fund, and now requests approval of said  
amendment by the Hawkins County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of  
Commissioners, meeting in regular session, June 27, 2011, go on record as passing this  
resolution.

Introduced by Esq. Gary Hicks

Estimated Cost: \_\_\_\_\_

Seconded by Esq. \_\_\_\_\_

Paid From \_\_\_\_\_ Fund

ACTION:     Aye     Nay

Date Submitted 6/8/11

Roll Call     \_\_\_\_\_     \_\_\_\_\_

County Clerk: A. Carroll Jenkins

Voice Vote     \_\_\_\_\_     \_\_\_\_\_

By: A. Carroll Jenkins

Absent     \_\_\_\_\_     \_\_\_\_\_

COMMITTEE ACTION:

APPROVED

DISAPPROVED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CHAIRMAN: Melville E. Bailey

**FUND: 141 GENERAL PURPOSE SCHOOL FUND****AMENDMENT NUMBER: 7****DATE: June 2, 2011**

ORIGINAL BUDGET AMOUNT	49,658,029.00
PREVIOUS AMENDMENTS	2,614,339.22
TOTAL	52,272,368.22
REQUESTED AMENDMENT	560,000.00
TOTAL	52,832,368.22

ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
	<b>EXPENDITURES</b>				
	<b>71100 Regular Instruction Program</b>				
71100-116	Teachers	17,903,785.00		6,000.00	17,897,785.00
71100-599	Other Charges	193,000.00		11,500.00	181,500.00
	<b>subtotal</b>	<b>18,096,785.00</b>	<b>0.00</b>	<b>17,500.00</b>	<b>18,079,285.00</b>
The above decreases are needed to pay substitute teachers payroll for the remainder of year and for Audit and Legal Services.					
	<b>71150 Alternative Instruction Program</b>				
71150-198	Non-Certified Substitute Teachers	1,530.00	1,500.00		3,030.00
	<b>subtotal</b>	<b>1,530.00</b>	<b>1,500.00</b>	<b>0.00</b>	<b>3,030.00</b>
The amendment increases Non-Certified Substitute Teachers needed to cover payroll for the remainder of the school year.					
	<b>71200 Special Education Program-Instruction</b>				
71200-163	Education Assistants	503,315.00		2,500.00	500,815.00
71200-195	Certified Substitute Teachers	2,000.00	5,000.00		7,000.00
71200-207	Medical Insurance	589,904.00		8,200.00	581,704.00
	<b>subtotal</b>	<b>1,095,219.00</b>	<b>5,000.00</b>	<b>10,700.00</b>	<b>1,089,519.00</b>
The amendment increases Certified Substitute Teachers needed to cover payroll for the remainder of the school year,					
and decreases Educational Assistants and Medical Insurance.					
	<b>71300 Vocational Education-Instruction</b>				
71300-198	Non-Certified Substitute Teachers	12,421.00	10,000.00		22,421.00
	<b>subtotal</b>	<b>12,421.00</b>	<b>10,000.00</b>	<b>0.00</b>	<b>22,421.00</b>
The amendment increases Non-Certified Substitute Teachers needed to cover payroll for the remainder of the school year.					
	<b>72120 Health Services</b>				
72120-499	Other Supplies/Materials	32,032.00		500.00	31,532.00
72120-599	Other Charges	9,893.00	9,500.00		19,393.00
72120-735	Health Equipment	12,000.00		9,000.00	3,000.00
	<b>subtotal</b>	<b>53,925.00</b>	<b>9,500.00</b>	<b>9,500.00</b>	<b>53,925.00</b>
Other Charges increased to purchase items for nurses clinics, items for Health Fair and Open House Displays, educational pamphlets on tobacco use prevention, correct handwashing methods, bullying prevention, etc.					
	<b>72210 Regular Instruction Program</b>				
72210-599-T	Other Charges	48,117.10	13,000.00		61,117.10
72210-790-T	Other Equipment	150,000.00		13,000.00	137,000.00
	<b>subtotal</b>	<b>198,117.10</b>	<b>13,000.00</b>	<b>13,000.00</b>	<b>198,117.10</b>
The increase in Other Charges is needed to pay ENA TI Connectivity Services for remainder of school year.					



<b>72220 Special Education Program-Support Services</b>					
72220-117	Career Ladder Program	5,000.00	1,000.00		6,000.00
72220-161	Secretary	20,679.00	2,200.00		22,879.00
72220 499	Other Supplies & Materials	1,000.00	2,500.00		3,500.00
	<b>subtotal</b>	<b>26,679.00</b>	<b>5,700.00</b>	<b>0.00</b>	<b>32,379.00</b>
The Secretary line item was originally budgeted with less years of experience, and the amendment increases Other Supplies/Materials needed to purchases supplies such as Staff Development books and ink cartridges, etc.					
	<b>72310 Board of Education</b>				
72310-305	Audit Services	22,000.00	3,000.00		25,000.00
72310-331	Legal Services	30,000.00	3,000.00		33,000.00
	<b>subtotal</b>	<b>52,000.00</b>	<b>6,000.00</b>	<b>0.00</b>	<b>58,000.00</b>
	<b>72320 Director of Schools</b>				
72320-161	Secretary(s)	116,054.00	1,200.00		117,254.00
72320-307	Communication	41,670.00	9,500.00		51,170.00
72320-435	Office Supplies	15,000.00		9,000.00	6,000.00
72320-701	Administration Equipment	5,000.00		1,700.00	3,300.00
	<b>subtotal</b>	<b>177,724.00</b>	<b>10,700.00</b>	<b>10,700.00</b>	<b>177,724.00</b>
The increases Secretary line item to pay salary for the remainder of school year, & increases Communication for expenses for the Fire Alarm phone lines at various schools.					
	<b>72610 Operation of Plant</b>				
72610-415	Electricity	1,500,000.00	200,000.00		1,700,000.00
72610-434	Natural Gas	390,000.00		25,000.00	365,000.00
	<b>subtotal</b>	<b>1,890,000.00</b>	<b>200,000.00</b>	<b>25,000.00</b>	<b>2,065,000.00</b>
Increase in electricity is for payment for the remainder of fiscal year, decreasing natural gas					
	<b>72620 MAINTENANCE OF PLANT</b>				
72620-161	Secretary(s)	22,468.00	500.00		22,968.00
72620-399	Other Contracted Services	68,500.00	50,000.00		118,500.00
72620-499	Other Supplies & Materials	50,000.00	50,000.00		100,000.00
72620-599	Other Charges	30,000.00	50,000.00		80,000.00
	<b>subtotal</b>	<b>148,500.00</b>	<b>150,000.00</b>	<b>0.00</b>	<b>298,500.00</b>
The amendment increases Secretary line item to cover salary for the remainder of year, increase Other Contracted Services needed to take care of water testing, elevator/lift repairs, & back flows on domestic water line. The increase in Other Supplies/Materials are needed for repairs on HVAC units, compressors, belts and electrical supplies for promethean boards, & plumbing supplies. The increase in Other Charges are needed to take care of general maintenance of schools, replace broken windows, fire extinguishers, exhaust fan motors, door closures and locks.					

[illegible]

RESOLUTION NO. 2011 06 17

TO THE HONORABLE MELVILLE E. BAILEY, CHAIRMAN, AND MEMBERS OF THE  
HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 27th  
DAY OF JUNE 2011.

**RESOLUTION IN REF: FEDERAL PROJECTS FUND BUDGET AMENDMENT**

WHEREAS, the Hawkins County Board of Education has approved the attached budget amendment to the Federal Projects Fund, and now requests approval of said amendment by the Hawkins County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, June 27, 2011, go on record as passing this resolution.

Introduced by Esq. Gary Hicks

Estimated Cost: \_\_\_\_\_

Seconded by Esq. \_\_\_\_\_

Paid From \_\_\_\_\_ Fund

ACTION:     Aye     Nay

Date Submitted 6/8/11

Roll Call     \_\_\_\_\_     \_\_\_\_\_

County Clerk: A. Carroll Jenkins

Voice Vote     \_\_\_\_\_     \_\_\_\_\_

By: A. Carroll Jenkins

Absent     \_\_\_\_\_     \_\_\_\_\_

COMMITTEE ACTION:

APPROVED

DISAPPROVED

CHAIRMAN: Melville E. Bailey

FUND: 142 FEDERAL PROJECTS FUND

AMENDMENT NUMBER: 3

DATE: May 27, 2011

ORIGINAL BUDGET AMOU 1,093,151.00

PREVIOUS AMENDMENTS -2,248.28

TOTAL 1,090,902.72

REQUESTED AMENDMENT

Subfund: 10S Title I 2011.01 ARRA

TOTAL 1,090,902.72

ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
	<b>EXPENDITURES</b>				
	<b>71100 REGULAR INSTRUCTION PROGRAM</b>				
71100-116	Teachers	22,742.00			22,742.00
71100-163	Educational Assistants	12,276.00			12,276.00
71100-189	Other Salaries & Wages	6,383.00	120.00		6,503.00
71100-195	Certified Substitute Teachers	0.00			0.00
71100-198	Non-Certified Substitute Teachers	0.00			0.00
71100-201	Social Security	2,561.00	8.00		2,569.00
71100-204	State Retirement	3,734.00	11.00		3,745.00
71100-206	Life Insurance	432.00			432.00
71100-207	Medical Insurance	0.00			0.00
71100-210	Unemployment Compensation	108.00			108.00
71100-212	Employer Medicare	601.00	5.00		606.00
71100-336	Maintenance & Repair - Equipment	16.00			16.00
71100-399	Other Contracted Services	15,764.00	5,300.00		21,064.00
71100-429	Instructional Supplies & Materials	250,859.00			250,859.00
71100-499	Other Supplies & Materials	72,582.50	6,190.00		78,772.50
71100-599	Other Charges	0.00			0.00
71100-722	Regular Instruction Equipment	364,842.84		2,090.00	362,752.84
	<b>Subtotal</b>	<b>752,901.34</b>	<b>11,634.00</b>	<b>2,090.00</b>	<b>762,445.34</b>
	<b>72130 OTHER STUDENT SUPPORT</b>				
72130-189	Other Salaries & Wages	34,694.00	6,100.00		40,794.00
72130-201	Social Security	2,152.00	380.00		2,532.00
72130-204	State Retirement	3,140.00	555.00		3,695.00
72130-212	Employer Medicare	505.00	90.00		595.00
72130-322	Evaluation & Testing	34,953.00			34,953.00
72130-499	Other Supplies & Materials	0.00			0.00
72130-599	Other Charges	20,578.00			20,578.00
	<b>Subtotal</b>	<b>96,022.00</b>	<b>7,125.00</b>	<b>0.00</b>	<b>103,147.00</b>
	<b>72210 REGULAR INSTRUCTION - SUPPORT</b>				
2210-138	Instructional Computer Personnel	30,500.00			30,500.00

72210-189	Other Salaries & Wages	106,354.00		6,100.00	100,254.00
72210-201	Social Security	8,485.00		380.00	8,105.00
72210-204	State Retirement	12,386.00		555.00	11,831.00
72210-206	Life Insurance	432.00			432.00
72210-207	Medical Insurance	14,762.00			14,762.00
72210-210	Unemployment Compensation	0.00			0.00
72210-212	Employer Medicare	1,984.38		90.00	1,894.38
72210-308	Consultants	0.00			0.00
72210-355	Travel	20,105.00		9,594.00	10,511.00
72210-399	Other Contracted Services	2,000.00		1,030.00	970.00
72210-432	Library Books/Media	22,255.00			22,255.00
72210-499	Other Supplies & Materials	3,229.00	50.00		3,279.00
72210-524	In Service/Staff Development	18,086.00	1,030.00		19,116.00
72210-599	Other Charges	370.00			370.00
72210-790	Other Equipment	1,031.00			1,031.00
	<b>Subtotal</b>	<b>241,979.38</b>	<b>1,080.00</b>	<b>17,749.00</b>	<b>225,310.38</b>
	<b>TOTAL</b>	<b>1,090,902.72</b>	<b>19,839.00</b>	<b>19,839.00</b>	<b>1,090,902.72</b>
	<b>REVENUE</b>				
47141	Title I - Grants to Local Education Agencies	<b>1,090,902.72</b>			<b>1,090,902.72</b>

The above amendment is to expend the allocation for 2011.01 ARRA funds as program ends on June 30, 2011.

71100-189 - Increased to meet payroll obligations

71100-201, 71100-204, 71100-212 - Increase benefits for 71100-189 increase

71100-399 - Increased to pay contracted reading interventionist who work with students

71100-499 - Increased other supplies & materials for schools to purchase additional materials to use with students in the classroom

72130-189-Stipends for parent engagement coordinators for working extra ours on required parent engagement activities (as stipulated by NCLB)

72130-201,72130-204,72130-212 - Increased benefits for 72130-189 increase

72210-189, 72210-201, 72210-204, 72210-212 - Decreased because stipends for parent engagement coordinators should be budgeted in 72130 series - Other Student Support

72210-355 - Overestimate of travel expenses needed

72210-399 - Overestimate of other contracted services needed

72210-499 - Increased due to an underestimate of expenses

72210-524 - Increased to provide materials and staff development for Reading / Language Arts teachers to focus on improving student reading

FUND: 142 FEDERAL PROJECTS FUND

AMENDMENT NUMBER: 1

DATE: May 25, 2011

ORIGINAL BUDGET AMOUNT

PREVIOUS AMENDMENTS

TOTAL

REQUESTED AMENDMENT

TOTAL

164,083.00

164,083.00

Subfund: 801 Carl Perkins 2011.01

ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
	<b>EXPENDITURES</b>				
	<b>71300 Vocational Education</b>				
71300 429	Instructional Supplies/Materials	60,000.00		10,500.00	49,500.00
71300 499	Other Supplies/Materials	3,000.00		1,000.00	2,000.00
	subtotal	63,000.00		11,500.00	51,500.00
	<b>72130 Other Student Support</b>				
72130 355	Travel	22,000.00	12,905.82		34,905.82
72130 399	Other Contracted Services	2,000.00		1,405.82	594.18
	subtotal	24,000.00	12,905.82	1,405.82	35,500.00
	<b>TOTAL</b>	<b>87,000.00</b>	<b>12,905.82</b>	<b>12,905.82</b>	<b>87,000.00</b>
The above amendment increases underestimated line items due to unexpected travel in Career Technical Courses for competition and allows completion of the project.					

FUND: 142 FEDERAL PROJECTS FUND

AMENDMENT NUMBER: 1DATE: June 2, 2011

ORIGINAL BUDGET AMOUNT 0.00

PREVIOUS AMENDMENTS 0.00

TOTAL 0.00

REQUESTED AMENDMENT 1,771,526.07

TOTAL 1,771,526.07

Subfund: 902 IDEA 2011.01

ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
	<b>EXPENDITURES</b>				
	<b>71200 SPECIAL EDUCATION PROGRAM</b>				
71200-116	Teachers	360,737.00	2,065.00		362,802.00
71200-171	Speech Pathologists	34,573.00	1,260.00		
71200-312	Contracts w/Private Agencies	18,000.00		3,325.11	14,674.89
	<b>Subtotal</b>	<b>413,310.00</b>	<b>3,325.00</b>	<b>3,325.11</b>	<b>377,476.89</b>
	<b>72220 SPECIAL EDUCATION SUPPORT</b>				
72220-135	Assessment Personnel	59,918.10	0.06		59,918.16
72220-201	Social Security	3,714.92	0.02		3,714.94
72220-212	Employer Medicare	868.81	0.03		868.84
	<b>Subtotal</b>	<b>64,501.83</b>	<b>0.11</b>	<b>0.00</b>	<b>64,501.94</b>
	<b>TOTAL EXPENDITURES</b>	<b>477,811.83</b>	<b>3,325.11</b>	<b>3,325.11</b>	<b>441,978.83</b>
	<b>FEDERAL RESERVES</b>				
34430	Reserve for Special Education Grants to State		1,771,526.07		1,771,526.07
This amendment increases Teachers, Assessment Personnel, Speech Pathologist and benefits due to the salaries being underestimated at the beginning of the year, decreases Contracts with Private Agencies.					

RESOLUTION NO. 2011 / 06 / 18

TO THE HONORABLE W. CROCKETT LEE, CHAIRMAN, AND MEMBERS OF THE  
HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 27th  
DAY OF JUNE 2011.

**RESOLUTION IN REF: SCHOOL TRANSPORTATION FUND  
BUDGET AMENDMENT**

WHEREAS, the Hawkins County Board of Education has approved the attached budget amendment to the School Transportation Fund, and now requests approval of said amendment by the Hawkins County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, June 27, 2011, go on record as passing this resolution.

Introduced by Esq. Gary Hicks

Estimated Cost: \_\_\_\_\_

Seconded by Esq. \_\_\_\_\_

Paid From \_\_\_\_\_ Fund

ACTION:     Aye     Nay

Date Submitted 6/8/11

Roll Call     \_\_\_\_\_     \_\_\_\_\_

County Clerk: A. Carroll Jenkins

Voice Vote     \_\_\_\_\_     \_\_\_\_\_

By: A. Carroll Jenkins

Absent     \_\_\_\_\_     \_\_\_\_\_

COMMITTEE ACTION:

APPROVED

DISAPPROVED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CHAIRMAN: Melville E. Bailey



**FUND: 144 SCHOOL TRANSPORTATION FUND****AMENDMENT NUMBER: 3****DATE: June 2, 2011**

ORIGINAL BUDGET AMOUNT	\$	3,435,248.00
PREVIOUS AMENDMENTS	\$	279,000.00
TOTAL	\$	3,714,248.00
REQUESTED AMENDMENT	\$	14,000.00
TOTAL	\$	3,728,248.00

ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
	<b>EXPENDITURES</b>				
	<b>72310 BOARD OF EDUCATION</b>				
72310-510	Trustee's Commission	35,000.00			35,000.00
	<b>72710 SCHOOL TRANSPORTATION</b>				
72710-105	Supervisor/Director	34,780.00			34,780.00
72710-142	Mechanic(s)	198,040.00			198,040.00
72710-146	Bus Drivers	900,000.00			900,000.00
72710-162	Clerical Personnel	23,353.00			23,353.00
72710-201	Social Security	71,812.00			71,812.00
72710-204	State Retirement	104,011.00			104,011.00
72710-206	Life Insurance	14,688.00			14,688.00
72710-207	Medical Insurance	333,000.00			333,000.00
72710-212	Employer Medicare	16,795.00			16,795.00
72710-307	Communication	5,800.00			5,800.00
72710-313	Contracts with Parents	16,500.00		250.00	16,250.00
72710-340	Medical & Dental Services	4,500.00			4,500.00
72710-355	Travel	500.00	250.00		750.00
72710-399	Other Contracted Services	15,000.00			15,000.00
72710-418	Equipment & Machinery Parts	0.00			0.00
72710-425	Gasoline	899,897.00			899,897.00
72710-433	Lubricants	20,300.00			20,300.00
72710-450	Tires & Tubes	41,000.00			41,000.00
72710-453	Vehicle Parts	137,575.00	14,000.00		151,575.00
72710-499	Other Supplies & Materials	8,000.00			8,000.00
72710-599	Other Charges	30,000.00			30,000.00
72710-729	Transportation Equipment	404,000.00			404,000.00
	<b>Subtotal</b>	<b>3,279,551.00</b>	<b>14,250.00</b>	<b>250.00</b>	<b>3,293,551.00</b>
	<b>82330 EDUCATION</b>				
82330-316	Contributions	399,697.00		399,697.00	0.00
82330-620	Debt Services Contribution to Primary	0.00	399,697.00		399,697.00
	<b>subtotal</b>	<b>399,697.00</b>	<b>399,697.00</b>	<b>399,697.00</b>	<b>399,697.00</b>
	<b>TOTAL EXPENDITURES</b>	<b>3,714,248.00</b>	<b>413,947.00</b>	<b>399,947.00</b>	<b>3,728,248.00</b>
	<b>RESERVES</b>				
39000	Undesignated Fund Balance	445,438.13		14,000.00	431,438.13

The above amendment increases Travel due to Transportation Supervisor and Personnel attending Tennessee Association of Pupil Transportation Conference, decreasing Contracts with Parents.					
The increase in Vehicle Parts covers expenses for the remainder of the school year and decreases Undesignated Fund Balance. The amendment also reclassifies Contributions to Debt Services Contribution expenditures to comply with GAAP (Generally Accepted Accounting Principles).					

**Resolution No. 2011/08/19**[illegible][illegible]

(Seal)

**Signature**

**Clerk of the County of Hawkins, Tennessee**

Date \_\_\_\_\_