

# RESOLUTION

No. 2015 / 05 / 01

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of  
Commission in Regular Session, met this 18th day of May, 2015.

**RESOLUTION IN REF:** APPROVAL OF APPOINTMENT/REAPPOINTMENT OF COUNTY AGRICULTURE  
EXTENSION COMMITTEE

WHEREAS, the County Commission approves the County Agricultural Extension Committee  
appointments/reappointments as per TN Code Annotated 49-50-104; and

WHEREAS, the committee must be made up of at least 3 commissioners, 2 farm men and 2 farm women;  
and

WHEREAS, one of the commission terms and one farm man and one farm women term have expired and  
one commission seat was vacated when a commissioner did not seek re-election. The Agriculture Extension office  
is asking for the following persons to be approved as committee members

<u>Seat</u>	<u>Name</u>	<u>Term</u>
Commissioner	Stacy Vaughan	January 1, 2015 - December 31, 2016
Commissioner	Robert Palmer	January 1, 2015 - December 31, 2016
Farm Woman	Alice Brooks	January 1, 2015 - December 31, 2016
Farm Man	Francis Horne	January 1, 2015 - December 31, 2016

Other Committee members and term are as follows:

Commissioner	Dwight Carter	January 1, 2014 - December 31, 2015
Farm Woman	Mary Ann Davis	January 1, 2014 - December 31, 2015
Farm Man	Bret Sivert	January 1, 2014 - December 31, 2015

THEREFORE, BE IT RESOLVED that the aforementioned persons be approved as members of the County  
Agriculture Extension Committee for the said terms of office.

Introduced By Esq. Darrell Gilliam

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

Date Submitted May 4, 2015

Nancy L. Davis  
County Clerk

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

Chairman Melville Bailey

ACTION: AYE NAY PASSED

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

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

Absent \_\_\_\_\_

COMMITTEE ACTION

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# RESOLUTION

No. 2015 / 05 / 02

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission, in Regular Session, met this 18th day of May, 2015.

**RESOLUTION IN REF:**            **DECLARING PROPERTY SURPLUS LOCATED AT THE HAWKINS COUNTY AIRPORT.**

WHEREAS, Hawkins County purchased property located at 865 Main Street, Surgoinsville and 659 Highway 346, Surgoinsville with the assistance of a 95/5% grant, and

WHEREAS, the property located at 865 Main Street, Surgoinsville has a single-wide mobile home and a metal-sided shed. The property located at 659 Highway 346, Surgoinsville has a double wide mobile home, and

WHEREAS, the above mentioned structures can be of no use to the Hawkins County Airport, and

THEREFORE, BE IT RESOLVED that the above mentioned structures (not real estate property) be declared surplus and sold at auction based on Hawkins County's Surplus Property Auction Guidelines. Funds from said surplus property will be used to help offset the Airport's budget.

Introduced By Esq. Stacy Vaughan, Chairman Airport Committee

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

Date Submitted May 4, 2015

Nancy A. Davis  
County Clerk

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

Chairman \_\_\_\_\_

ACTION:    AYE    NAY    PASSED

Roll Call    \_\_\_\_\_

Voice Vote    \_\_\_\_\_

Absent \_\_\_\_\_  
COMMITTEE ACTION

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# RESOLUTION

No. 2015 / 05 / 03

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission, in Regular Session, met this 18th day of May, 2015.

**RESOLUTION IN REF:** APPROVAL TO CHANGE THE WAITING PERIOD FOR THE NON-INSTRUCTIONAL STAFF OF THE HAWKINS COUNTY BOARD OF EDUCATION IN THE STATE OF TENNESSEE LOCAL EDUCATION HEALTH INSURANCE PLAN TO 12 MONTHS

WHEREAS, Resolution No. 2001/07/07 allowed the participation of non-instructional staff of Hawkins County Board of Education in the State of Tennessee Education health insurance plan who work a minimum of 25 hours per week and have been employed for 24 months; and

WHEREAS, at the April 2, 2015 meeting of the Hawkins County Board of Education per the attached Resolution, the Hawkins County School District is authorized to continue participation in the 25-Hour Eligibility Rule and agrees to be bound by all of the terms and conditions set forth by the Division of Benefits Administration for the State of Tennessee and understands that in order to mitigate risk of penalties, the waiting period must be changed from 24 months to 12 months of service, effective July 1, 2015, to comply with the new waiting period provisions of the Patient Protection and Affordable Care Act (PPACA);

THEREFORE, BE IT RESOLVED that the waiting period for the non-instructional staff of the Hawkins County Board of Education in the State of Tennessee Local Education Health Insurance Plan be changed from 24 months to 12 months, effective July 1, 2015.

Introduced By Esq. Shane Bailey, Chairman Education Committee

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

Date Submitted May 4, 2015

Nancy L. Davis  
County Clerk

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

Chairman Melville Bailey

ACTION: AYE NAY PASSED

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

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

Absent \_\_\_\_\_

COMMITTEE ACTION

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## Resolution

WHEREAS, the Hawkins County School District desires to continue participating in the State of Tennessee, Division of Benefits Administration's 25-Hour Eligibility Rule; and

WHEREAS, the Hawkins County Board of Education understands the 25-Hour Eligibility Rule is for non-certified employees who work 25-29 hours per week for 12 months in order to become eligible for insurance with the State of Tennessee Group Insurance Plan; and

WHEREAS, the Hawkins County School District understands that in order to mitigate risk of penalties, the waiting period must be changed from 24 months to 12 months of service, effective July 1, 2015, to comply with the new waiting period provisions of the Patient Protection and Affordable Care Act (PPACA).

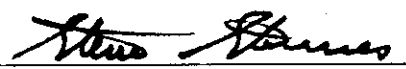
NOW, THEREFORE, BE IT RESOLVED THAT:

The Hawkins County School District is hereby authorized to continue participation in the 25-Hour Eligibility Rule and agrees to be bound by all of the terms and conditions set forth by the Division of Benefits Administration for the State of Tennessee.

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing constitutes a true and complete copy of a resolution duly adopted by the Hawkins County Board of Education of Rogersville, Tennessee, County of Hawkins, Tennessee, at a Board Meeting held on the 2<sup>nd</sup> day of April 2015, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Tennessee Code Annotated § 8-44-101, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

  
\_\_\_\_\_  
Chairman, Hawkins County Board of Education

  
\_\_\_\_\_  
Director of Schools, Hawkins County Board of Education

# RESOLUTION

No. 2015/ 05 / 04

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 18th day of May, 2015.

**RESOLUTION IN REF:                      Approval to Accept An Additional Energy Efficient Schools Initiative Loan for HVAC Units for Cherokee and Volunteer High 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 in the past 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 \$230,000 at .75% percent interest that would fund HVAC units for Cherokee and Volunteer High Schools as per the list attached to this resolution; and

**WHEREAS**, as with the previous loans, this debt would be retired by the Hawkins County Board of Education and is projected to be funded from the savings of the energy efficient units. The loan repayment schedule will be for a period of 12 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 accept such loan funds.

**NOW, THEREFORE, BE IT RESOLVED** that the Hawkins County Board of County Commissioners accepts that attached, entering into an additional 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 \$230,000 and retirement of debt to be paid to the Energy Efficient Schools Council of the State of Tennessee at .75% interest, monthly payments being in equal installments over a 12-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 May 4, 2015

Nancy D. Davis  
County Clerk

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

Chairman Melville Bailey

ACTION:      AYE      NAY      PASSED

Roll Call      \_\_\_\_\_

Voice Vote      \_\_\_\_\_

Absent      \_\_\_\_\_

COMMITTEE ACTION

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## ENERGY EFFICIENT SCHOOLS INITIATIVE LOAN AGREEMENT

This Loan Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Energy Efficient Schools Council (the "Lender") and Hawkins County, Tennessee (the "Borrower") for the benefit of Hawkins County Schools 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 Rutherford 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 therefor, 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 Lenderpursuant 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 Loanand 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. The project consists of making capital improvements to Cherokee High School and Volunteer High School for the purpose of improving the learning environment and reducing utility costs associated with facility operations.

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

Loan from the Fund	\$230,000
Local Funds	\$
Other Funds [list]	\$
<u>TOTAL</u>	\$230,000



### 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 \$230,000 for a term of Twelve (12) Years at an interest rate of .75 %. The Lendershall 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 Lenderdoes 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 therefore, (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 [], or (b) if to the Lender, Energy Efficient Schools Initiative, Andrew Johnson Tower – 10<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.

*Signatures on Following Page*

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

**BORROWER**

NAME: \_\_\_\_\_ [City or 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 \_\_\_\_\_, 2015, by and between the Energy Efficient Schools Council and [Name of Local Government], 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 \_\_\_\_\_, \_\_\_\_.

[Name of Local Government], TENNESSEE  
Name: \_\_\_\_\_

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

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

After execution, fax the Requisition as follows.

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
(615) \_\_\_\_\_ (Office Confirm)  
(615) \_\_\_\_\_ (FAX)

## EXHIBIT B

### COMPLETION CERTIFICATE

The undersigned, being an Authorized Borrower Representative within the meaning of that Loan Agreement ("Loan Agreement"), dated \_\_\_\_\_, 2015, by and between the Energy Efficient Schools Council and [Name of Local Government], 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 \_\_\_\_\_, 2015.

[Name of Local Government], TENNESSEE

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

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

## **EXHIBIT C**

### **DESCRIPTION OF PROJECT**

1. Replacement of roof top HVAC units at Cherokee and Volunteer High Schools with new high energy efficient units.
2. Purchase and installation of advanced systems controls on HVAC units at Volunteer and Cherokee High Schools.
3. Purchase and installation of fan motor controls on six motors to provide for operation of motors only when facilities are occupied.
4. Engineering and Commissioning Costs as Required to all new equipment and controls.

Hawkins Couty	Estimated**	Loan No.	370-003
---------------	-------------	----------	---------

PRINCIPAL	\$	230,000	
ACCRUED INTEREST			*
TOTAL AMORTIZED	\$	230,000	
RATE OF INTEREST		0.75%	
MONTHS		144	
MONTHLY PAYMENTS	\$	1,671	***
TOTAL INTEREST	\$	10,577	
TOTAL PAYMENTS	\$	240,577	

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	\$ 230,000	\$ 1,533	\$ 138	\$ 1,671	\$ 211,604
Payment 13	TO Payment 24	211,604	1,544	127	1,671	193,076
Payment 25	TO Payment 36	193,076	1,556	115	1,671	174,404
Payment 37	TO Payment 48	174,404	1,567	104	1,671	155,600
Payment 49	TO Payment 60	155,600	1,579	92	1,671	136,652
Payment 61	TO Payment 72	136,652	1,591	80	1,671	117,560
Payment 73	TO Payment 84	117,560	1,603	68	1,671	98,324
Payment 85	TO Payment 96	98,324	1,615	56	1,671	78,944
Payment 97	TO Payment 108	78,944	1,627	44	1,671	59,420
Payment 109	TO Payment 120	59,420	1,639	32	1,671	39,752
Payment 121	TO Payment 132	39,752	1,652	19	1,671	19,928
Payment 133	TO Payment 143	19,928	1,664	7	1,671	1,624
Payment 144 -- Final Payment		1,624	1,624	-	1,624	-
Total		\$ 230,000	\$ 10,577	\$ 240,577		

\* Total amount of accrued interest to be determined at the completion of the project.

\*\* Actual payment and date to be determined upon completion of project.

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

TO THE HONORABLE MELVILLE BAILEY, CHAIRMAN, AND MEMBERS OF  
THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS  
18TH DAY OF MAY, 2015.

**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>REGISTER OF DEEDS</b>				
	<b>Increase Expenditures</b>		<b>Increase</b>		
51600-719	Office Equipment	500.00	500.00		1,000.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
51600-435	Office Supplies	2,300.00		(500.00)	1,800.00
	<b>Sub-total</b>	<b>\$ 2,800.00</b>	<b>\$ 500.00</b>	<b>\$ (500.00)</b>	<b>\$ 2,800.00</b>
	The above increase is needed to replace two chairs that are broken.				
	Funding will come from a transfer within the Register of Deeds budget.				
	<b>OTHER EMERGENCY MANAGEMENT</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
54490-708	Communications Equipment	26,900.00	291,767.00		318,667.00
	<b>Sub-total Expenditures</b>	<b>\$ 26,900.00</b>	<b>\$ 291,767.00</b>	<b>\$ 0.00</b>	<b>\$ 318,667.00</b>
	<b>Increase Revenue</b>				
46990	Other State Revenues	38,880.00	291,767.00		330,647.00
	<b>Sub-total Revenue</b>	<b>\$ 38,880.00</b>	<b>\$ 291,767.00</b>	<b>\$ 0.00</b>	<b>\$ 330,647.00</b>
	The above increase is needed to budget the 2014-2015 TVA Impact funds toward the purchase of the				
	new Simulcast Radio System.				
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Totals- Expenditures</b>	<b>\$ 29,700.00</b>	<b>\$ 292,267.00</b>	<b>\$ (500.00)</b>	<b>\$ 321,467.00</b>
	<b>Page Totals- Revenues</b>	<b>\$ 38,880.00</b>	<b>\$ 291,767.00</b>	<b>\$ 0.00</b>	<b>\$ 330,647.00</b>

INTRODUCED BY: Gary Hicks, Budget Committee Chairman

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

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

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

ACTION: AYE NAY

DATE SUBMITTED May 4, 2015

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

COUNTY CLERK: NANCY A. DAVIS

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

BY: Nancy A. Davis

ABSENT \_\_\_\_\_

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

APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

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

Melville Bailey  
MELVILLE BAILEY

Account Number	Description				
	<b>SHERIFF'S DEPARTMENT AND JAIL</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
54110-115	Sergeant(s)	170,106.00	1,500.00		171,606.00
54110-718	Motor Vehicles	246,000.00	2,500.00		248,500.00
54210-337	Maintenance \$ & Repair Serv-Office Equip	6,000.00	2,000.00		8,000.00
54210-499	Other Supplies and Materials	2,400.00	9,500.00		11,900.00
54210-524	In-Service/Staff Development	6,000.00	3,000.00		9,000.00
54210-719	Office Equipment	2,500.00	500.00		3,000.00
54210-790	Other Equipment	7,500.00	17,000.00		24,500.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
54110-107	Detectives	429,136.00		(1,500.00)	427,636.00
54110-338	Maintenance & Repair Serv-Vehicles	70,000.00		(2,500.00)	67,500.00
54210-160	Guards	1,106,816.00		(20,000.00)	1,086,816.00
54210-338	Maintenance & Repair Serv-Vehicles	5,000.00		(2,000.00)	3,000.00
54210-348	Postal Charges	2,500.00		(1,500.00)	1,000.00
54210-452	Utilities	140,000.00		(3,000.00)	137,000.00
54210-599	Other Charges	6,000.00		(5,000.00)	1,000.00
54210-799	Other Capital Outlay	1,000.00		(500.00)	500.00
	<b>Sub-total</b>	<b>\$ 2,200,958.00</b>	<b>\$ 36,000.00</b>	<b>\$ (36,000.00)</b>	<b>\$ 2,200,958.00</b>
The increase in Sergeants is due to this line-item being under-estimated. The increase in Motor Vehicles is for the remainder of the new vehicles. The increase in Maintenance and Repair Services-Office Equipment is to cover the maintenance of the computer system. The increase in Other Supplies and Materials is for materials for repairs of the Jail and for mats and care packs for the inmates. The increase in In-Services/Staff Development is for Officers to receive required training. The increase in Office Equipment is for cabinets for the finger printing room. The increase in Other Equipment is for a new finger printing machine.					
Funding will come from transfers within the Sheriff's Department and Jail budgets.					
	<b>SENIOR CITIZENS ASSISTANCE</b>				<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
56300-338	Maintenance and Repair Serv-Vehicle	300.00	3,560.00		3,860.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
56300-354	Transportation-Other Than Students	8,600.00		(3,560.00)	5,040.00
	<b>Sub-total</b>	<b>\$ 8,900.00</b>	<b>\$ 3,560.00</b>	<b>\$ (3,560.00)</b>	<b>\$ 8,900.00</b>
The above increase is needed to transfer funds to paint the van. This is part of the State grant and no county funds are involved.					
	<b>PARKS AND FAIR BOARDS</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
56700-499	Other Supplies and Materials	6,000.00	580.00		6,580.00
	<b>Sub-total Expenditures</b>	<b>\$ 6,000.00</b>	<b>\$ 580.00</b>	<b>\$ 0.00</b>	<b>\$ 6,580.00</b>
	<b>Increase Revenue</b>		<b>Increase</b>		
44570	Contributions & Gifts	0.00	580.00		580.00
	<b>Sub-total Revenue</b>	<b>\$ 0.00</b>	<b>\$ 580.00</b>	<b>\$ 0.00</b>	<b>\$ 580.00</b>
The above increase is needed to replace the funds used to purchase the candy for Trunk or Treat that were donations received from individuals and businesses.					
<b>Page Totals - Expenditures</b>		<b>\$ 2,215,858.00</b>	<b>\$ 40,140.00</b>	<b>\$ (39,560.00)</b>	<b>\$ 2,216,438.00</b>
<b>Page Totals - Revenue</b>		<b>\$ 0.00</b>	<b>\$ 580.00</b>	<b>\$ 0.00</b>	<b>\$ 580.00</b>

## Page 3

[illegible]



TO THE HONORABLE MELVILLE BAILEY, CHAIRMAN, AND MEMBERS OF  
THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS  
18TH DAY OF MAY, 2015.

**RESOLUTION IN REFERENCE: BUDGET AMENDMENT - DRUG CONTROL FUND**

The following budget amendments are being requested as listed below:

Account Number	Description	Current Budget			Amended Budget
	<b>DRUG ENFORCEMENT</b>				
	<b>Increase Expenditures</b>		<b>Increase</b>		
54150-709	Office Equipment	1,000.00	1,500.00		2,500.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
54150-435	Office Supplies	3,000.00		(1,500.00)	1,500.00
	<b>Sub-total</b>	<b>\$ 4,000.00</b>	<b>\$ 1,500.00</b>	<b>\$ (1,500.00)</b>	<b>\$ 4,000.00</b>
The above increase is needed to purchase cabinets for the Drug Office.					
Funding will come from a transfer within the Drug Control Fund budget.					
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Total - Expenditures</b>	<b>\$ 4,000.00</b>	<b>\$ 1,500.00</b>	<b>\$ (1,500.00)</b>	<b>\$ 4,000.00</b>
	<b>Page Total - Revenue</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

INTRODUCED BY: Gary Hicks, Chairman  
Budget Committee

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

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

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

ACTION: AYE NAY

DATE SUBMITTED May 4, 2015

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

COUNTY CLERK: NANCY A. DAVIS

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

BY: Nancy A. Davis

ABSENT \_\_\_\_\_

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

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

CHAIRMAN:

Melville Bailey  
MELVILLE BAILEY

  
MELVILLE BAIDEY

MELVILLE BAILEY

## Page 2

<b>Account Number</b>	<b>Description</b>				
	<b>ADMINISTRATION</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
61000-399	Other Contracted Services	2,100.00	900.00		3,000.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
61000-435	Office Supplies	3,000.00		(100.00)	2,900.00
61000-719	Office Equipment	7,000.00		(800.00)	6,200.00
	<b>Sub-total Expenditures</b>	<b>\$ 12,100.00</b>	<b>\$ 900.00</b>	<b>\$ (900.00)</b>	<b>\$ 12,100.00</b>
	The above increase is needed to repair the Security System.				
	Funding will come from transfers within the Administration budget.				
	<b>Page Totals - Expenditures</b>	<b>\$ 12,100.00</b>	<b>\$ 900.00</b>	<b>\$ (900.00)</b>	<b>\$ 12,100.00</b>
	<b>Page Totals - Revenue</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

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

<b>Account Number</b>	<b>Description</b>				
	<b>Increase Expenditures</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Principal on Debt - General Gov't</b>		<b>Increase</b>		
82110-601	Principal on Bonds	35,000.00	35,000.00		70,000.00
	<b>Interest on Debt - General Gov't</b>				
82210-603	Interest on Bonds	19,200.00	130,073.00		149,273.00
	<b>Other Debt Service - General Gov't</b>				
82310-325	Fiscal Agent Charges	1,200.00	500.00		1,700.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
	<b>Interest on Debt - General Gov't</b>				
82210-613	Interest on Other Loans	614,476.00		(165,573.00)	448,903.00
	<b>Sub-total</b>	<b>\$ 669,876.00</b>	<b>\$ 165,573.00</b>	<b>\$ (165,573.00)</b>	<b>\$ 669,876.00</b>
	The above is needed to reclassify expenditures for the remainder of the 2014-15FY for the refunded portion of the B-15-A Loan issue that was previously approved by County Commission.				
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Totals- Expenditures</b>	<b>\$ 669,876.00</b>	<b>\$ 165,573.00</b>	<b>\$ (165,573.00)</b>	<b>\$ 669,876.00</b>

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

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

DATE SUBMITTED May 4, 2015

COUNTY CLERK: NANCY A. DAVIS

BY: Nancy A. Davis

APPROVED \_\_\_\_\_

APPROVED \_\_\_\_\_

*Melville Bailey*  
MELVILLE BAILEY

RESOLUTION NO. 2015 / 05 / 10

TO THE HONORABLE MELVILLE E. BAILEY, CHAIRMAN, AND MEMBERS OF THE  
HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 18th  
DAY OF MAY 2015.

**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, May 18th, 2015, 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 May 4, 2015

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

County Clerk: Nancy A. Davis

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

By: Nancy A. Davis

Absent     \_\_\_\_\_     \_\_\_\_\_

COMMITTEE ACTION:

APPROVED

DISAPPROVED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CHAIRMAN: Melville E. Bailey

FUND: 141 GENERAL PURPOSE SCHOOL FUND  
 AMENDMENT NUMBER: 9  
 DATE: May 18th, 2015

ORIGINAL BUDGET AMOUNT	53,671,343.72
PREVIOUS AMENDMENTS	873,769.72
TOTAL	54,545,113.44
REQUESTED AMENDMENT	51,567.55
TOTAL	54,596,680.99

Desc Code	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		<b>EXPENDITURES</b>				
		<b>71150 ALTERNATIVE INSTRUCTION</b>				
3	71150-116	Teachers	173,355.00	-	4,785.00	168,570.00
		Subtotal	173,355.00	-	4,785.00	168,570.00
		<b>72110 ATTENDANCE</b>				
3	72110-189	Other Salaries & Wages	58,200.00	4,785.00	-	62,985.00
		Subtotal	58,200.00	4,785.00	-	62,985.00
		<b>72120 HEALTH SERVICES</b>				
10	72120-189-CSH	Other Salaries & Wages	41,275.00	1,235.14	-	42,510.14
10	72120-201-CSH	Social Security	2,559.00	75.66	-	2,634.66
10	72120-204-CSH	State Retirement	3,583.00	107.65	-	3,690.65
10	72120-206-CSH	Life Insurance	144.00	-	-	144.00
10	72120-207-CSH	Medical Insurance	12,821.00	0.40	-	12,821.40
10	72120-212-CSH	Employer Medicare	589.00	18.16	-	607.16
10	72120-355-CSH	Travel	3,000.00	-	1,633.52	1,366.48
10	72120-399-CSH	Other Contracted Services	500.00	90.00	-	590.00
10	72120-399-CSH	Other Supplies & Materials	7,000.00	-	-	7,000.00
10	72120-399-CSH	Other Charges	33,528.39	107.12	-	33,635.51
7	72120-499-FRC	Other Supplies & Materials	5,887.40	100.00	-	5,987.40
		Subtotal	110,886.79	1,734.13	1,633.52	110,987.40
		<b>71100 REGULAR INSTRUCTION</b>				
2	71100-535	Fee Waivers	135,000.00	-	11,932.50	123,067.50
2	71100-429	Instructional Supplies & Materials	320,000.00	-	7,337.50	312,662.50
		Subtotal	455,000.00	-	19,270.00	435,730.00
		<b>71300 VOCATIONAL EDUCATION</b>				
1	71300-207	Medical Insurance	170,344.00	-	5,000.00	165,344.00
2	71300-212	Employer Medicare	16,103.00	-	1,700.00	14,403.00
8	71300-499-CTE	Other Supplies & Materials	7,271.52	12,016.94	-	19,288.46
		Subtotal	193,718.52	12,016.94	6,700.00	199,035.46
		<b>72130 OTHER STUDENT SUPPORT</b>				
9	72130-189	Other Salaries & Wages	358,201.00	39,250.00	-	397,451.00
6	72130-599-TOY	Other Charges	1,000.00	200.00	-	1,200.00
		Subtotal	359,201.00	39,450.00	-	398,651.00
		<b>72210 REGULAR INSTRUCTION</b>				
1	72210-201	Social Security	59,282.00	2,000.00	-	61,282.00
		Subtotal	59,282.00	2,000.00	-	61,282.00
		<b>72310 BOARD OF EDUCATION</b>				
2	72310-331	Legal Services	16,000.00	23,970.00	-	39,970.00
		Subtotal	16,000.00	23,970.00	-	39,970.00
		<b>72620 MAINTENANCE OF PLANT</b>				
4	72620-105	Supervisor/Director	50,000.00	1,600.00	-	51,600.00
4	72620-167	Maintenance Personnel	611,824.00	-	1,600.00	610,224.00
		Subtotal	661,824.00	1,600.00	1,600.00	661,824.00
		<b>73400 EARLY CHILDHOOD EDUCATION</b>				
5	73400-399	Other Contracted Services	150.00	750.00	-	900.00
5	73400-429	Instructional Supplies & Materials	3,569.00	-	2,039.00	1,530.00
5	73400-499	Other Supplies & Materials	2,798.08	-	241.55	2,556.53

5	73400-790	Other Equipment	-	1,530.55	-	1,530.55
		<b>Subtotal</b>	<b>6,517.08</b>	<b>2,280.55</b>	<b>2,280.55</b>	<b>6,517.08</b>
		<b>TOTAL</b>	<b>2,093,984.39</b>	<b>87,836.62</b>	<b>36,269.07</b>	<b>2,145,551.94</b>
		<b>REVENUES</b>				
9	43570	Receipts from Individual Schools	5,000.00	39,250.00	-	44,250.00
7	44570-FRC	Contributions & Gifts	100.00	100.00	-	200.00
6	44570-TOY	Contributions & Gifts	1,000.00	200.00	-	1,200.00
8	44530	Sale of Materials & Supplies	-	12,016.94	-	12,016.94
10	46590-CSH	Other State Education Funds	105,000.00	0.61	-	105,000.61
		<b>Total</b>	<b>111,100.00</b>	<b>51,567.55</b>	<b>-</b>	<b>162,667.55</b>
	This budget amendment is to budget for the following:					
1	To budget funds not needed to pay Vocational Teachers' Medical Insurance to pay for Social Security taxes pursuant to April's budget amendment that increased the Librarian salary line					
2	Current litigation has prompted an increase in the Legal Services budget. Funds not needed to pay Medicare Taxes on Vocational teacher salaries, funds left after fee waivers were paid, and Instructional Supplies funds forfeited by individual schools will be used to pay for legal services.					
3	To budget funds not needed to pay Alternative School Teachers' Salaries to pay Truancy Officers' Salaries					
4	To budget funds not needed to pay Maintenance Employees' Salaries to pay Maintenance Supervisor Salary					
5	To transfer funds from within the Early Childhood budget to pay for a new slide & gravel. The State of TN is requiring the slide be replaced. In addition, a hard drive for an Early Childhood teacher's computer will be purchased.					
6	To budget donation from First TN Bank for Teacher of the Year Banquet					
7	To budget donation from US Bank to Family Resource Center for supplies					
8	To budget revenues from CTE Surplus Sale for expenditure by Vocational Program- Federal Regulations mandate that these funds go back into the Vocational program.					
9	To budget pass-through funds from individual schools to pay ballgame workers and coaching stipends.					
10	To account for transfers approved by the State of TN within the Coordinated School Health Grant Budget. The revenue is adjusted for rounding so that expenditures can precisely match the Coordinated School Health Budget approved by the State of TN.					



RESOLUTION NO. 2015 / 05 / 11

TO THE HONORABLE MELVILLE E. BAILEY, CHAIRMAN, AND MEMBERS OF THE  
HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 18<sup>th</sup>  
DAY OF MAY, 2015.

**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, May 18<sup>th</sup>, 2015, 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 May 4, 2015

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

County Clerk: Nancy A. Davis

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

By: Nancy A. Davis

Absent     \_\_\_\_\_     \_\_\_\_\_

COMMITTEE ACTION:

APPROVED

DISAPPROVED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CHAIRMAN:     Melville E. Bailey

## FUND: 142 FEDERAL PROJECTS FUND

AMENDMENT NUMBER: 4

DATE: 05/18/15

Federal Projects Fund #142

ORIGINAL BUDGET

4,541,750.00

PREVIOUS AMENDMENTS

1,153,060.29

TOTAL

5,694,810.29

REQUESTED AMENDMENT

2,493.00

TOTAL

5,697,303.29

ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
	<b>EXPENDITURES</b>				
	<b>71100 REGULAR INSTRUCTION</b>				
71100-189	Other Salaries & Wages	55,450.00		173.00	55,277.00
71100-207	Medical Insurance	230,000.00	12,340.00		230,000.00
71100-336	Maintenance & Repair - Equipment	5,246.00		3,511.00	1,735.00
71100-429	Instructional Supplies & Materials	252,272.00	45,374.15		260,569.00
71100-499	Other Supplies & Materials	69,302.00		7,068.00	62,234.00
71100-722	Regular Instruction Equipment	207,119.00	9,864.00		216,983.00
	<b>Subtotal</b>	<b>819,389.00</b>	<b>67,578.15</b>	<b>10,752.00</b>	<b>826,798.00</b>
	<b>71200 SPECIAL EDUCATION</b>				
71200-429	Instructional Supplies & Materials	3,984.00	2,539.00	-	6,523.00
	<b>Subtotal</b>	<b>3,984.00</b>	<b>2,539.00</b>	<b>-</b>	<b>6,523.00</b>
	<b>72130 OTHER STUDENT SUPPORT</b>				
72130-189	Other Salaries & Wages	197,603.00		8,061.80	209,632.00
72130-201	Social Security	9,214.16		1,313.79	9,958.16
72130-204	State Retirement	13,434.56		713.21	14,537.56
72130-206	Life Insurance	432.00		86.40	432.00
72130-207	Medical Insurance	20,000.00	300.00		20,000.00
72130-212	Employer Medicare	2,715.76		307.24	2,889.76
72130-355	Travel	10,000.00		4,194.65	10,000.00
72130-499	Other Supplies & Materials	8,000.00		1,010.87	7,465.00
72130-524	In-Service/Staff Development	5,000.00		7,624.19	5,000.00
72130-599	Other Charges	30,569.00	2,444.00		33,013.00
	<b>Subtotal</b>	<b>296,968.48</b>	<b>2,744.00</b>	<b>23,312.15</b>	<b>312,927.48</b>
	<b>72210 REGULAR INSTRUCTION - SUPPORT</b>				
72210-161	Secretary(s)	21,814.00	4,000.00		25,814.00
72210-201	Social Security	9,935.00	248.00		10,183.00
72210-204	State Retirement	14,488.00	368.00		14,856.00
72210-212	Employer Medicare	2,322.36	59.00		2,381.36
72210-355	Travel	59,308.00		7,703.00	52,105.00
72210-524	In Service/Staff Development	122,338.12		53,276.00	81,452.12
	<b>Subtotal</b>	<b>230,205.48</b>	<b>4,675.00</b>	<b>60,979.00</b>	<b>186,791.48</b>
	<b>99100 INDIRECT COST</b>				
99100-504	Indirect Cost		20,000.00		20,000.00
	<b>Subtotal</b>	<b>-</b>	<b>20,000.00</b>	<b>-</b>	<b>20,000.00</b>
	<b>TOTAL EXPENDITURES</b>	<b>1,350,546.96</b>	<b>97,536.15</b>	<b>95,043.15</b>	<b>1,353,039.96</b>
	<b>REVENUE</b>				
47141	Title I Grants	2,176,283.50	-	(46.00)	2,176,329.50
47145	Special Education Pre-School Grants IDEA	16,657.69	2,539.00	-	19,196.69
	<b>TOTAL</b>	<b>2,192,941.19</b>	<b>2,539.00</b>	<b>(46.00)</b>	<b>2,195,526.19</b>

<b>Justifications:</b>					
<b>Title I-A:</b>	The State of TN decreased HCBOE's Title I allocation by \$46.00.				
	The Federal Projects Bookkeeper was replaced by a new hire with more years of experience				
	and thus a higher rate of pay.				
	All other adjustments are resulting from school-level amendments.				
<b>Title II-A:</b>	To amend Title II-A Budget to accommodate an increase in Medical Insurance expense due to				
	2014's open enrollment				
<b>Title III:</b>	Funds are needed in instructional supplies & materials to purchase supplies for individual student				
	portfolios to track achievement across grade levels				
<b>First to the Top:</b>	An instructional coach resigned mid-year to take another position out of state. The position was				
	not filled for the remainder of this school year. The remaining salary, benefits, and travel				
	allotment is being moved to instructional supplies to purchase Response to Intervention (RTI)				
	materials for the schools. (RTI is a state-mandated program). Additionally, medical insurance				
	has to be slightly increased to cover the last 3 months of this fiscal year. Staff-development costs				
	were less than projected, and the remaining funds are also being moved to instructional supplies				
	for the RTI materials.				
<b>IDEA Pre-School:</b>	Budgets a \$2,539 increase in the IDEA Pre-School Grant				

RESOLUTION NO. 2015 / 05 / 12

TO THE HONORABLE MELVILLE BAILEY, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 18<sup>th</sup> DAY OF MAY 2015.

**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, May 18<sup>th</sup>, 2015, 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 May 4, 2015

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

County Clerk: Nancy A. Davis

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

By: Nancy A. Davis

Absent      \_\_\_\_\_      \_\_\_\_\_

COMMITTEE ACTION:

APPROVED

DISAPPROVED

CHAIRMAN: Melville E. Bailey

FUND: 144 SCHOOL TRANSPORTATION FUND  
 AMENDMENT NUMBER: 4  
 DATE: May 18th, 2015

ORIGINAL BUDGET AMOUNT	3,750,611.00
PREVIOUS AMENDMENTS	2,355.98
TOTAL	3,752,966.98
REQUESTED AMENDMENT	8,379.92
TOTAL	3,761,346.90

ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
	<b>EXPENDITURES</b>				
	<b>72310 BOARD OF EDUCATION</b>				
72310-510	Trustee's Commission	38,000.00	10,000.00	-	48,000.00
	Subtotal	38,000.00	10,000.00	-	48,000.00
	<b>72710 TRANSPORTATION</b>				
72710-146	Bus Drivers	876,194.00	52,300.00	-	928,494.00
72710-338	Maintenance & Repair Services-Vehicles	32,355.98	8,379.92	-	40,735.90
72710-340	Medical & Dental Services	6,500.00	5,000.00	-	11,500.00
72710-425	Gasoline	600,000.00	-	62,300.00	537,700.00
72710-524	Inservice/Staff Development	7,000.00	-	5,000.00	2,000.00
	Subtotal	1,522,049.98	65,679.92	67,300.00	1,520,429.90
	<b>TOTAL</b>	1,560,049.98	75,679.92	67,300.00	1,568,429.90
	<b>REVENUE</b>				
49700	Insurance Recovery	2,355.98	8,379.92		10,735.90
	<b>TOTAL</b>	2,355.98	8,379.92	-	10,735.90
More full-time bus drivers have been hired during the fiscal year to replace substitute bus drivers who have been covering those routes. As a result, an increase in the bus driver salaries line is needed as well as an increase in the Medical & Dental Services line to cover TDOT-required bus driver physicals. The Trustee Commission line needs more money due to the shift in the tax rate because the Trustee's Office is processing additional revenue in the Transportation Fund on behalf of Hawkins County Board of Education.					

**Resolution No. 2015/05/13**[illegible]

Date \_\_\_\_\_