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COUNTY LEGISLATIVE BODY

May 26, 1999

BE IT REMEMBERED That the Fayette County Legislative Body met in regular session at the Courthouse in Somerville, Tennessee, on the 25th day of May, 1999.

Present and presiding the Honorable Jim Voss. Also present, Dell T. Graham, County Clerk and the following County Commissioners: John W. Arnett, Floyd Bonner, Charles Dudley Brewer, Sr., Joe B. Burnette, Jr., Odis Cox, Carl Doyle, Ronnie Graves, Willie German, David Kelley, Sylvester Logan, Calvin Moore, Alonzo Morman, Jr., David Morris, James M. Sullivan, Jr., Rhea "Skip" Taylor, Wayne Thomas, Gordon M. Tomlin, and Myles Wilson.

Absent: Commissioner Ronnie Harris.

With a quorum being present, the following proceedings were had and entered of record, to-wit:

Motion was made by Commissioner Kelley, seconded by Commissioner Graves, and unanimously carried by the Board approving the minutes of the April 1999 meeting.

Chairman Voss opened the floor for public hearing concerning the rezoning request of Louis L. Montague for property located in Civil District 8. The change from R - 1 to R - 3 would cover residential development. With no comments being offered, the floor was closed. Motion was then made by Commissioner Sullivan, seconded by Commissioner Burnette and unanimously carried by the Board approving the rezoning request. Same being as follows:

R E S O L U T I O N

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular session on this 25th day of May, 1999, it being the fourth Tuesday of the month and the regular monthly meeting date of the County Legislative Body in the Courthouse in Somerville, Tennessee,

That the petition of Louis Montague to rezone from R - 1 (Rural Residential) to R - 3 (Restrictive REsidential) Civil District #8 for the purpose of residential development with new road construction, be approved; said property being described as follows:

BEGINNING at a found cotton picker spindle in the centerline of existing pavement in Person Road, said point being 338.46 feet northwardly from the intersection of said Person Road with the centerline of a 75' wide electric transmission line easement; thence, North 87 degrees 31 minutes 15 seconds West along the north line of the Pete B. Skelton property recorded in Book 411, Page 444, 454.18 feet to a found fence corner post; thence North .02 degrees 00 minutes 31 seconds East along an east line of the Pete Brewer Skelton property,

recorded in Book 408, Page 887, 200.00 feet to a found fence corner post; thence North 01 degree 12 minutes 25 seconds East along the east line of the Beatrice T. Johnson property recorded in Book 269, Page 726, the east line of the Catherine Watkins Trustee property recorded in Book 353, Page 319, and the east line of the Herbert L. Wilkerson and Mary E. Wilkerson property recorded in Book 365, Page 606, 1348.07 feet to a set 1/2" rebar with plastic cap; thence, with the south line of the Peter Person property recorded in Book 48, Page 417 and with an existing fence the following calls: South 71 degrees 38 minutes 11 seconds East 201.19 feet to a set 1/2" rebar with plastic cap; South 27 degrees 44 minutes 13 seconds East 142.33 feet to a set 1/2" rebar with plastic cap; South 26 degrees 17 minutes 11 seconds East 186.20 feet to a set 1/2" rebar with plastic cap; South 26 degrees 39 minutes 09 seconds East 312.36 feet to a set cotton picker spindle in the centerline of existing pavement in Person Road; thence South 08 degrees 31 minutes 00 seconds West along a west line of said property recorded in Book 48, Page 417, 488.39 feet to a set cotton picker spindle in the centerline of existing pavement in Person Road; thence along a curve to the right having a radius of 1117.36 feet, chord distance of 138.32 feet, chord bearing of South 05 degrees 14 minutes 35 seconds East and with the center line of existing pavement in said Person Road a curve distance of 138.41 feet to a point; thence South 01 degree 41 minutes 39 seconds East with the centerline of existing pavement in said Person Road, 198.31 feet to a point of curve; thence, along a curve to the right having a radius of 585.81 feet, chord distance of 113.10 feet, chord bearing of South 03 degrees 50 minutes 44 seconds West and with the centerline of existing pavement in said Person Road a curve distance of 113.28 feet to the point of beginning and containing 623,371 square feet or 14.311 acres of land

Beginning at an iron (set-steel fence post) in the west line of the Louis Montague original 123 acre tract (known as Tract No. 1) - (Deed Book 122, Page 633), this point being the northeast corner of the Ernest M. Watson 27.61 acre tract (Deed Book 285, Page 820) and being the southeast corner of the tract herein being the southeast corner of the tract herein described, FROM SAID POINT OF BEGINNING South 89 degrees 18 minutes 04 seconds West 985.94 feet (fence generally on line) to an iron (found-rebar, iron set-steel fence post as guard), this point being the northwest corner of the said Watson tract and the northeast corner of the Ernest M. Watson 2.00 acre tract (Deed Book 285, Page 820); THENCE North 88 degrees 58 minutes 57 seconds West (fence generally on line) passing an iron (set-steel fence post) at 196.31 feet and on for a total of 232.62 feet to a spindle (found) in the centerline of Person Road (50 feet wide), this point being the northwest corner of the said Watson 2.00 acre tract and the southeast corner of the Lilly Lee Person Oatman et al Tract NO. 3 for 14.30 acres (Deed Book 279, Page 143); THENCE in a northwardly direction along the centerline of said Road and the east line of the said Oatman tract, the following courses: (5 calls- p.k. set at all break points) North 05 degrees 52 minutes 49 seconds East 59.43 feet; North 00 degrees 45 minutes 09 seconds West 85.47 feet; North 03 degrees 37 minutes 06 seconds West 97.29 feet; North 04 degrees 50 minutes 51 seconds West 152.52 feet and North 08 degrees 51 minutes 34 seconds West 55.37 feet to a spindle (found) in the centerline of said Road; THENCE North 07 degrees 04 minutes 39 seconds East 488.39 feet to a spindle (found) in the centerline of said Road, this point being in the east line of the said Oatman tract; THENCE in a northwardly direction containing along the east line and the north line of the said Oatman tract, the following courses; (4 calls-iron found steel fence post at all corners) North 28 degrees 05 minutes 49 seconds West, passing an iron (set-steel fence post) at 42.40 feet and on for a total of 312.48 feet; North 27 degrees 45 minutes 33 seconds West 186.12 feet; North 29 degrees 11 minutes 18 seconds West 142.34 feet and North 73 degrees 03 minutes 45 seconds West 201.04 feet to an iron (found-steel fence post), this point being the northwest corner of the said Oatman tract and the southeast corner of the James E. Hood 20.0 acre tract (Deed Book 311, Page 536) and the southwest corner of a 50 foot easement (Deed Book 287, Page 57); THENCE North 00 degrees 00 minutes 14 seconds West 50.15 feet to an iron (found-rebar, iron set-steel fence post as guard) in the east line of the said Hood tract, this point being the northwest corner of the said Easement and the southwest

corner of the Lena Person original 5.07 acre tract (known as Lot n0. 1) - (Deed Book 114, Page 638); THENCE North 89 degrees 49 minutes 56 seconds East, passing an iron (set-steel fence post) at 574.85 feet and on for a total of 613.61 feet (fence generally on line) to a spindle (set) in the centerline of said Road, the southeast corner of the said Person tract; THENCE in a southwardly direction, along the centerline of said road the following courses: (6 calls-p.k. set at all break points) South 01 degree 55 minutes 18 seconds West 76.52 feet; South 00 degrees 00 minutes 07 seconds East 57.17 feet; South 00 degrees 06 minutes 50 seconds East 199.62 feet; South 03 degrees 29 minutes 00 seconds West 65.70 feet; South 09 degrees 28 minutes 16 seconds West 74.00 feet and South 14 degrees 19 minutes 04 seconds West 50.84 feet to a spindle (set) in the centerline of said Road; this point being the southwest corner of the Joe Albert Grandberry 2.0 acre tract (Deed Book 492, Page 765); THENCE South 89 degrees 25 minutes 47 seconds East, passing an iron (set-steel fence post) at 28.81 feet and on for a total of 1,095.51 feet, with the south line of the said Grandberry tract the south line of the Lawrence D. Dortch Tract No. 2 for 2.0 acres (Deed Book 407, Page 133), the south line of the Dorothy W. Dorse 5.18 acre tract (Deed Book 445, Page 339), the south line of the Joseph L. Person 2.67 acre tract (Deed Book 373, Page 607) and the south line of the Helen D. Jones 2.67 acre tract (Deed Book 373, Page 605) to an iron (found-angle iron) in the west line of Lot n0. 22 of Phase 2 of Lou-Monta Hills Subdivision - a recorded subdivision - see Plat Book 6, Page 169, this point being the southeast corner of the said Jones tract; THENCE South 00 degrees 05 minutes 28 seconds West 1,068.27 feet, with the west lines of Lot Nos. 22 - 25 of said subdivision and the west line of Lot No. 54 of Phase No. 4 of said subdivision, see Plat Book 6, Page 182, to the point of beginning and containing 34.48 acres.

* * * * *

Having been reviewed by the Public Safety Committee and presented with their approval, motion was made by Commissioner Kelley, seconded by Commissioner Brewer, and unanimously carried by the Board adopting the following Resolution establishing a speed limit on Fayette Corner Drive and Ina Drive in entirety. Same being as follows:

RESOLUTION

BE IT RESOLVED, by the Board of County Commissioners and/or County Legislative Body of Fayette County, Tennessee, in regular session assembled on this 25th day of May, 1999, it being the fourth Tuesday of said month and the regular monthly meeting date of the May said County Legislative Body, in the Courthouse at Somerville, Tennessee, that pursuant to the provisions of Chapter No. 357 of the Private Acts of Tennessee 1967-68, and amendment thereto, it shall be unlawful for any person to operate or drive a motor vehicle in excess of forty-five (45) miles per hour on Fayette Corner Drive and Ina Drive in their entirety, for a distance of thirteen and three-quarter (3/4) miles, being located in the Third Civil District of Fayette County, Tennessee; and

BE IT FURTHER RESOLVED, that any person violating the provisions of this Resolution shall be guilty of a misdemeanor and punished accordingly.

Motion was made by Commissioner Kelley, seconded by Commissioner Taylor, and unanimously carried by the Board appointing **BILL POWERS** to the **Equalization Board**.

Motion was made by Commissioner Wilson, seconded by Commissioner Arnett, and unanimously carried by the Board appointing **MRS. CHARLES BREWER** to the **Commission on Aging**.

Motion was made by Commissioner Sullivan, seconded by Commissioner Morris, and unanimously carried by the Board appointing **ED GAUGH** and **JEFF HOLLIS** to the **911 Board**.

Motion was made by Commissioner Wilson, seconded by Commissioner Arnett and unanimously carried by the Board appointing the following as **Notaries Public**:
 District 1: Charlotte Loines, Patricia A. Marbry; District 3: Shirley Scheibe;
 District 6: Susan K. Walker; District 8: Paula R. Bennett, Barbara A. Brown, Mary Nelle Murrell; District 13: Shirley B. Green.

Chairman Voss advised of the proposal by the Hospital to cut service on one ambulance and that this matter would be brought before the Health & Welfare Committee at its next meeting if not resolved prior to that time.

Report was called for from the Board of Public Works, but none presented.

Report was called for from the Board of Education, but none presented.

Chairman Voss presented a change to the minutes recording a recommendation to an industrial prospect as addressed at the March 23, 1999, meeting. This being of record on Page 123, second item. After review, motion was made by Commissioner Kelley, seconded by Commissioner Brewer, and unanimously carried by the Board accepting the change to be recorded.

At this time, Chairman Voss presented a **RESOLUTION** approved by the Development Committee supporting HB 1304, SB 1518 concerning re-appraisal of property that has been declared as "wet land". Motion was made by Commissioner Moore, seconded by Commissioner Morris, and unanimously carried by the Board adopting the following Resolution:

RESOLUTION NO. _____

RESOLUTION IN SUPPORT OF HOUSE BILL 1304 BY WALKER, SENATE BILL 1518 BY COOPER TO AMEND TCA 11-14-4 RELATIVE TO WETLANDS AND FORESTS

WHEREAS, THE State of Tennessee under the authority of TCA 11-14-4 can now purchase property in the county without any notice to the governing body of that county, and

WHEREAS, an environmental impact study is not required to prove that the tract meets the definition of bottomland, hardwoods or wetlands as described in TCA 11-14-401, and

WHEREAS, the purchase of county property by the state locks the appraised value at the level it is appraised at the time of the purchase, thus causing a loss of tax revenue to the county over future years.

NOW THEREFORE BE IT RESOLVED, THAT THE County Commission of Fayette County go on record as supporting HB 1304, SB 1518 and the County Clerk be directed to send a copy of this Resolution to the Legislators of the county and to all other counties requesting they consider passing a similar resolution.

Chairman Voss then presented a matter reviewed and approved by the Development Committee to request a one year extension to conform with a growth and annexation bill. Motion was made by Commissioner Wilson, seconded by Commissioner Morris, and unanimously carried by the Board adopting the following Resolution:

RESOLUTION NO. _____

TO THE HONORABLE JIM VOSS, COUNTY MAYOR, AND THE MEMBERS OF THE FAYETTE COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 25TH DAY OF MAY, 1999.

RESOLUTION AUTHORIZING Fayette County to Request the Tennessee General Assembly to Grant Fayette County a Twelve Month Grace Period Within Which to Meet its Obligations Under Public Chapter 1101 of 1998 "Growth policy, Annexation and Incorporation"

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____ AUTHORIZES COUNTIES TO _____

NOW, THEREFORE, BE IT RESOLVED that the Fayette County Board of Commissioners hereby request the Tennessee General Assembly to Grant to Fayette County a twelve(12) month grace period within which to meets its obligations under Public Chapter 1101 of 1998(Growth Policy, Annexation and Incorporation)and further request that any grants available to Fayette County and/or its municipalities not be affected by such grace period.

BE IT FUTHER RESOLVED that the County Mayor's Office distribute a copy of this Resolution to all other counties in the State of Tennessee affected by the above-referenced legislation requesting that they consider passing a similar resolution.

(WAIVER OF RULES REQUESTED)

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exist.
This resolution shall become effective on May 25th, 1999

Commissioner Arnett reported orally for the Education Committee.

Commissioner Tomlin reported orally the action of the Health and Welfare Committee.

Commissioner Kelley reported orally for the Criminal Justice and Public Safety Committee.

Report was called for from the Personnel Committee, but none presented.

Presented with the recommendation of the Development Committee, motion was made by Commissioner Kelley, seconded by Commissioner Morris, and unanimously carried by the Board setting a fee of \$150.00 for residential building permits that are inspected by the county building inspector including all cities that wish to participate.

Addressing item 9.2.6.3 **Resolution to Apply for a Grant for Infrastructure**, Chairman Voss referred to Item 9.2.6.3.1, a service contract for \$150,000.00. This is a service contract for service which will be rendered if we receive a grant for infrastructure improvements for the industry we discussed in March. Also, the proposed cost under 9.2.6.3.2. is the projected cost. All these costs and other fees will be approved by the granting agency and the cost will be nothing to the county. Any matching will be done by the person who owns the property, or person who owns the building.

This comes with the recommendation of the Development Committee and the Budget Committee. Motion was then made by Commissioner Sullivan, seconded by Commissioner Arnett, and unanimously carried by the Board, approving the two items as presented. Same being as follows:

A/E DESIGNERS.CONSULTANTS, INC.
2969 Elmore Park Road
Bartlett, Tennessee 38134

#9.2.6.3.1

DATE: April 20, 1999

SERVICE CONTRACT

A/E Designers.Consultants, Inc. hereby contracts to provide A/E Services to the Contracting Party, Fayette County, Tennessee, upon the following terms and conditions for Somerville-Fayette County Industrial Park:

SCOPE OF WORK

A/E Designers.Consultants, Inc. agrees to provide: Planning, Design, Engineering and Construction Inspection for Water Line from existing Somerville Water, Sanitary Sewer from Jones Creek to Site and Industrial Access Road from Highway 64 to Site.

TERMS OF PAYMENT

The Contracting Party agrees for:

Planning and Location Surveys.....	\$ 30,000.00
Engineering Design.....	\$ 80,000.00
Construction Inspection.....	\$ 40,000.00
	<u>\$150,000.00</u>

SPECIAL NOTE

This Contract will become effective upon approval of funding by TN. E.C.D.

GENERAL CONDITIONS:

The situs of this Contract shall for all purposes be Bartlett, Shelby County, Tennessee.

Any controversy or claim arising out of or relating to this Agreement shall be resolved according to the Construction Industry Arbitration Rules of the American Arbitration Association.

In the event of breach or non-payment, the Contracting Party agrees to pay the reasonable expenses of enforcement including attorney fees and costs.

Interest in the amount of 1.5% per month on the outstanding balance (18% per annum) will be assessed the Contracting Party on any outstanding balance of 60 days or more.

SOMERVILLE - FAYETTE COUNTY #9.2.6.3.2
 INDUSTRIAL PARK
 SOMERVILLE, TENNESSEE

ACME INFRASTRUCTURE COST

PROJECT BUDGET:

ACCESS ROAD CONSTRUCTION COST	\$379,170
ON-SITE WATER	\$114,000
ON- SITE SEWER	\$187,420
TEMPORARY WATER	\$ 53,250
TEMPORARY SEWER TREATMENT	<u>\$ 52,000</u>
TOTAL ESTIMATED CONSTRUCTION	\$ 785,840
CONTINGENCIES	<u>114,160</u>
TOTAL CONSTRUCTION	\$ 900,000
DESIGN SURVEY & CONSTRUCTION STAKING	\$ 30,000
ENGINEERING	\$ 80,000
INSPECTION	\$ 40,000
LAND COST	<u>\$ 192,000</u>
TOTAL PROJECT COST	\$1,242,000

PROJECT FUNDING:

INDUSTRIAL CDBG	\$420,000
TIPS	\$630,000
LAND DONATION	<u>\$192,000</u>

TOTAL PROJECT COST 141 \$1,242,000

As recommended by the Health & Welfare Committee and the Budget Committee, motion was made by Commissioner Tomlin, seconded by Commissioner Moore, and unanimously carried by the Board approving the following Loan Resolution applying for a loan/grant on open/closure of the landfill. Same being as follows:

Position 5

SP-1
Form RD 1942-47
Rev. 12-97)

LOAN RESOLUTION
(Public Bodies)

FORM APPROVED
OMB NO. 0575-0015

A RESOLUTION OF THE _____

OF THE _____
AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the _____
(Public Body)

herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of _____

in pursuance to the provisions of _____; and

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.

Position 5
LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE _____
OF THE _____
AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING
A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS
FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the _____
(Public Body)
(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of _____
pursuant to the provisions of _____; and

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.
11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.

This agreement entered into between **BARKER BROTHERS WASTE, INC.** (hereinafter "Contractor"), and **REPUBLIC INDUSTRIES, INC.** (hereinafter "Republic") and **FAYETTE COUNTY, TENNESSEE** (hereinafter "County"),

WHEREAS, County is required by the Solid Waste Management Act of 1991 (TCA 68-211-851 (a)) to enter into contracts whereby county-wide solid waste collection is assured to the residents of the County not otherwise having access to governmentally-provided or assured solid waste collection services; and,

WHEREAS, the Contractor is willing to provide such services on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants made below, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **SCOPE OF WORK; TERM:** The scope of work to be done consists of furnishing all labor, tools, equipment and materials, supplies and services necessary to satisfactorily provide mailbox collection once per week of solid waste from residences within the service area. Contractor shall transport said solid waste to the designated disposal location and perform all work and services incident to this Contract in strict accordance with the laws and regulations of the State of Tennessee and in accord with the provisions of this Contract. This Contract is for a term of five years beginning at date of contract signing and ending June 30, 2004. Additionally, the parties may by mutual consent in writing extend the terms of this agreement for an additional five-year period thereafter provided said writing is executed at least one hundred eighty (180) days prior to the expiration of the initial term of this agreement.

2. **DEFINITIONS:** The following terms shall have these definitions in this Contract:

CUSTOMER:	Each residential unit with a separate electric service meter.
MAILBOX COLLECTION:	Collection of residential/small commercial solid waste customers placed at edge of the public roadway.
SERVICE AREA:	Fayette County, Tennessee excluding the corporate limits of any municipality providing solid waste collection services either directly or by private contractual arrangement.

**SOLID
WASTE:**

Waste which has characteristics such as those of the material ordinarily collected and disposed of as part of ordinary municipal garbage collection, including paper, cardboard, plastics, food refuse, and household trash, and specifically excluding ash, sludge, tires, bulk waste, construction and demolition waste, industrial waste, radioactive waste, liquid waste, infectious medical waste, or hazardous or special waste as defined by any applicable state, federal or local law or regulation, or wastes which are otherwise prohibited by any applicable regulations or policies of federal, state or local entities.

EQUIPMENT:

All machinery, equipment, supplies, materials, and containers used by the Contractor.

3. INITIAL RATE; RATE ADJUSTMENTS; COLLECTIONS:

A. INITIAL RATE -- The initial rate for services described in this Contract shall be Fifteen (\$15.00) Dollars per month for residential as herein defined. This rate shall be subject to change as follows:

RESIDENTIAL RATES

RATES FOR	JAN. 1, 1999	TO	DEC. 31, 1999	\$15.00
	JAN. 1, 2000	TO	DEC. 31, 2000	15.75
	JAN. 1, 2001	TO	DEC. 31, 2001	16.55
	JAN. 1, 2002	TO	DEC. 31, 2002	17.40
	JAN. 1, 2003	TO	DEC. 31, 2003	18.30

95 GALLON CARTS WILL BE AVAILABLE ON OUR RENTAL PLAN FOR \$3.00 PER MONTH

B. COLLECTIONS: -- Contractor shall bill its customers directly according to its usual practices. The parties understand that the County in no way is a guarantor of the payment of these individual accounts.

4. GUARANTY OF PERFORMANCE: Republic Industries, Inc. ("Republic") is the parent corporation of Contractor. Republic joins in the execution of this Contract for the purpose of guaranteeing and insuring the full and faithful compliance of Contractor with the terms hereof. In the event of the breach of this Contract by Contractor, County shall have every remedy against Republic that is has by the express provisions hereof against Contractor.

5. DELAYS, DAMAGES: If Contractor fails or refuses to perform this Contract for any reason whatsoever and such failure or refusal shall continue for seven (7) days after written notice is given by the County to the Contractor and the surety, the County may terminate this Contract at its election by written notice delivered to Contractor at P. O. Box 317, Troy, Tennessee, provided, however, that Contractor shall have the right to refuse service to any customer who fails to make timely payment for services rendered or otherwise fails to follow the reasonable procedures implemented by Contractor.

6. INSURANCE: The Contractor shall carry insurance in the coverages and amounts set forth below at all times during the term of this contract, plus any renewals. County shall be entitled to reasonable proof from time to time of the existence and continuation in full force of the various coverages. These coverages are:

Coverages	Limits of Liability	
Worker's Compensation	Statutory	
Employer's Liability	\$500,000	
Bodily Injury Liability Except Automobile	\$500,000	each occurrence
Property Damage Liability Except Automobile	\$1,000,000	each occurrence
Automobile Bodily Injury Liability	\$500,000	each occurrence
Automobile Property Damage Liability	\$1,000,000	each occurrence
Excess Umbrella Liability	\$500,000	each occurrence
	\$1,000,000	each occurrence

7. CONDUCT OF OPERATION: The Contractor shall conduct its operation so as to interfere as little as possible with the public use of roads, walks and entrances to structures, and shall do everything reasonably possible to make sure that at least one (1) lane of traffic is left open. All operations of the Contractor upon the premises of the County shall be confined to areas authorized by the County. No unauthorized or unwarranted entry, passage through or storage or disposal of materials shall be made upon public or privately-owned premises. The Contractor shall hold and save the County free and harmless from liability of any nature or kind arising from any use, trespass or damage caused by its operations on premises of third persons. In the event the County finds it necessary to defend itself in Court from claims brought alleging the negligence, intentional acts, or nonperformance of the Contractor, its employees or agents, the Contractor shall reimburse the Generator for all reasonable attorney's fees, deposition costs, court costs, travel, lodging, meals and other out-of-pocket expenses incurred as a result of having to defend such suits. Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees arising out of the award of this Contract or a willful or negligent act or omission of the County or its agents, servants or employees.

8. INDEMNIFICATION BY CONTRACTOR: The Contractor hereby agrees to protect, indemnify and save harmless the County from and against any and all loss, expense, damage, charges, and costs (including court costs and reasonable attorneys fees of defense) for injury to or death of persons and injury to or destruction of property

suffered or alleged to have been suffered as a result of any negligence or intentional act on the part of the Contractor, its agents, servants or employees or any person who is engaged in the performance of the work in carrying out this Contract.

9. LATE COLLECTIONS; PENALTIES; HANDICAPPED AND ELDERLY ACCOUNTS:

It is agreed and recognized by the parties that the prompt and efficient collection of solid waste is of the essence under this Contract, and to this end it is further agreed that a missed pickup (not picked up on day scheduled) reported to the Contractor before 3:00 p.m. will be picked up by 10:00 a.m. the next succeeding day. It is further agreed that in the event the Contractor fails to carry out these provisions concerning missed pickups, the Contractor will pay a penalty of \$2.50 for each missed pickup by means of crediting the account of the customer in question. Handicapped or elderly customers unable to carry their garbage to the road will have it picked up by Contractor at the front door of any such residence at no extra charge.

10. SUBCONTRACTING AND ASSIGNMENT: The Contractor shall not

enter into any subcontracts, agreements, or assignments of this Contract, in whole or in part, without the County's approval, which shall not be unreasonably withheld. In the event the County shall consent to any such subcontract, agreement, or assignment, the ultimate liability of Contractor shall not be removed thereby.

11. INDUSTRIAL AND LARGER COMMERCIAL CUSTOMERS:

Industrial and commercial customers, other than those defined above as small commercial customers, are not covered by this Contract. Contractor may, within its discretion, choose to service or not service any such industrial and larger commercial accounts, which matters shall be purely a matter of private negotiation between Contractor and such potential customers. By the same token, Contractor is not granted any exclusive right to service such accounts, nor does Contractor guarantee that it will provide such service.

12. EXCLUSIVITY; ENFORCEMENT; FAILURE OF PURPOSE: In

consideration of the covenants made herein by the Contractor, County does hereby grant to Contractor, for the term of this agreement and any renewals thereof and according to the conditions hereof, the priority right to provide solid waste collection services to residential and small business accounts within the service area, except as modified in the remainder of this article.

Notwithstanding any other provision of this article relating to the priority rights, the County (Fayette) reserves the right to "grandfather in" protection to the following companies currently doing business in Fayette County, their successors who are members of their immediate families, or descendants: 1.) Mayfield Trucking Company, Horn Lake, MS. 2.) Community Garbage Service, Rossville, TN. Fayette County will not be a party to any lawsuit regarding the above mentioned companies.

Fayette County further reserves the right to start waste collection on their own at any point that the level of service or complaints (from citizens) becomes numerous on either of the following 2 issues: 1.) Failure to collect waste by Contractor after properly being notified. 2.) Rate increases that exceed the rates as mentioned in Section 3 of this Contract.

It is further understood that the Contractor will unload all waste collected in Fayette County at the Fayette County transfer station. The initial tipping fee will be \$45.00 per ton and the following rates will be increased as follows: January 1, 2001 - rate \$46.00 January 2, 2003 - rate \$47.00.

If those persons and agencies charged with the enforcement of the Tennessee Solid Waste Management Act of 1991, as it may be amended, shall at any time determine that this Contract is not a contract constituting compliance by the County with the terms of said Act, then the County may, at its option, within sixty (60) days following such determination, give notice to the Contractor of such determination and declare this Contract to be of no further force and effect, without further liability of the County to the Contractor. In such event, the parties each promise to the other that they will use their best efforts in good faith to negotiate a substitute arrangement which will be deemed as compliance by the appropriate regulatory agency.

13. AMENDMENT AND MODIFICATION: This agreement may not be amended or modified except by written instrument signed by both parties. Whereas, this Master Contract will need to be renewed on or before July 1 of each four (4) years. Therefore, all terms and conditions shall remain the same as agreed to by this Master Contract.

Motion was made by Commissioner Kelley, seconded by Commissioner Taylor, and unanimously carried by the Board to increase the annual budget item from \$50,000.00 to \$60,000.00 to cover additional funds for purchase of five new fire trucks - the balance to be covered by grant funds.

Having been reviewed by the Development Committee and the Budget Committee and presented with their recommendation for passage, motion was made by Commissioner Arnett, seconded by Commissioner Taylor, and unanimously carried by the Board adopting the following Resolution amending the Public Works Budget #131 as follows:

R E S O L U T I O N

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular session on this 25th day of May, 1999, it being the fourth Tuesday of the month and the regular monthly meeting date of the County Legislative Body in the Courthouse in Somerville, Tennessee.

That the Public Works #131 Budget Amendment for the fiscal year ending June 30, 1999, be amended in the following words and figures, to-wit:

**PROPOSED BUDGET AMENDMENT #1
1998-99 HIGHWAY FUND 131**

<u>Revenues</u>		<u>Amendment</u>	<u>Amended Total</u>
44520 Insurance Recovery	+	\$ 28,220.55	\$ 28,220.55
44530 Sale of Equipment	+	8,288.00	18,288.00
44580 Perf. Bond Forfeit.	-	48,000.00	0
48120 Paving & Maint. (Cities)	+	27,535.00	33,535.00
Total Estimated Revenues:		\$ 16,043.55	\$4,421,548.55
<u>Expenditures</u>			
61000 Administration			
101 County Official	+	\$ 930	\$ 52,930
435 Office Supplies	-	500	3,400
457 In Service/Staff Dev.	-	1,000	2,000
599 Other Charges	+	3,000	5,000
Total 61000	+	2,430	\$ 121,439
62000 Hwy. & Br. Maint.			
103 Assistant	-	\$ 2,430	\$ 47,895
141 Foreman	-	4,000	92,432
143 Equip. Oper.	-	14,000	321,629
147 Truck Drivers	-	22,000	312,393
149 Laborers	-	14,000	211,345
Total 62000:	-	\$ 56,430	\$1,379,047

			<u>Amendment</u>	<u>Amended Total</u>
3100	Oper. & Maint. of Equip.			
336	Maint. & Repair Services	+	\$ 15,795.83	\$ 39,795.83
412	Diesel Fuel	-	24,000.00	60,000.00
418	Equip. & Machinery	+	13,247.72	178,247.72
425	Gasoline	-	6,000.00	18,000.00
499	Other Supplies & Mat'l.	+	6,000.00	9,000.00
	Total 63100:	+	\$ 5,043.55	\$ 540,445.55
6000	Employee Benefits			
201	Social Security	-	\$ 4,000	\$ 108,350
204	State Retirement	-	2,000	46,300
205	Employee Insurance	-	4,000	106,000
210	Unemployment Comp.	+	4,000	8,000
	Total 66000:	-	6,000	\$ 382,150
8000	Capitol Outlay			
714	Highway Equip.	-	\$ 23,000	\$ 177,000
791	Other Construction	+	142,000	507,000
	Total 68000:	+	\$ 119,000	\$2,040,000
0000	Capitol Projects			
1200	Highway & Street Capitol Proj.			
599	Other Charges	-	\$ 50,000	\$ 28,000
	Total 91200:	-	\$ 50,000	\$ 68,000
	Total Estimated Expenditures:	+	\$ 14,043.55	\$4,651,081.55
	Estimated Revenues Over (Under) Expenditures:	-	\$ 2,000	\$ (229,533)
	Total Estimated Fund Balance Reserve (6/30/99).	+	\$ 2,000	\$ 276,787.46

Having been reviewed by the Health and Welfare Committee and the Budget Committee and presented with their recommendation for passage, motion was made by Commissioner Burnette, seconded by Commissioner German, and unanimously carried by the Board approving the following Budget Amendment under #116 Solid Waste. Same being as follows:

R E S O L U T I O N

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular session on this 25th day of May, 1999, it being the fourth Tuesday of the month and the regular monthly meeting date of the County Legislative Body in the Courthouse in Somerville, Tennessee.

That the Solid Waste Budget Amendment #116 be amended in the following words and figures, to-wit:

**BUDGET AMENDMENT
MAY, 1999**

116 -- SOLID WASTE/SANITATION

<u>Adjustment to Expenditure Account:</u>	INCREASE	DECREASE
55732 Convenience Centers		
314 Contract Services	\$20,000.00	
733 Solid Waste Equipment	\$10,000.00	
55754 Landfill Operation and Maintenance		
204 State Retirement		\$ 400.00
210 Unemployment Compensation		\$ 1,000.00
304 Architects		\$ 2,000.00
307 Communication	\$ 500.00	
308 Consultants		\$ 500.00
322 Evaluation & Testing		\$ 2,000.00
336 Maintenance & Repair-Equipment	\$ 2,000.00	
340 Medical & Dental Services		\$ 500.00
412 Diesel Fuel		\$ 1,000.00
418 Equipment & Machinery Parts	\$ 1,000.00	
433 Lubricants		\$ 1,000.00
724 Site Development		\$35,600.00
733 Solid Waste Equipment	<u>\$10,500.00</u>	
Total Increase/Decrease this amendment	\$44,000.00	\$44,000.00
Prior Estimated Expenditures		\$630,630.00
Total Estimated Expenditures This Amendment		\$630,630.00
Estimated Ending Fund Balance as of June 30th, 1999		\$273,456.97
Change in Fund Balance this amendment		\$ 00.00

Having been reviewed by the Budget Committee and presented with their recommendation for passage, motion was made by Commissioner Morman, seconded by Commissioner Arnett, and unanimously carried by the Board approving the following amendments to the Board of Education funds. Same being as follows:

R E S O L U T I O N

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular session on the 25th day of May, 1999, it being the fourth Tuesday of the month and the regular monthly meeting date of the County Legislative Body in the Courthouse in Somerville, Tennessee.

That amendments to the following school fund accounts be made in the following words and figures, to-wit:

FAYETTE COUNTY BOARD OF EDUCATION
GENERAL PURPOSE FUND
FUND 141
MAY, 1999

		INCREASE	DECREASE
71000	INSTRUCTION		
71100	REGULAR INSTRUCTION PROGRAM		
71100 195	Substitute Teachers	\$14,000.00	
71100 499 ERATE	Other Supplies and Materials	\$10,000.00	
71100 722 ERATE	Regular Instruction Equipment	\$32,849.64	
71100 116 TRP	Other Supplies and Materials		\$3,020.00
71100 163 TRP	Aides	\$600.00	
71100 201 TRP	Social Security		\$149.91
71100 204 TRP	State Retirement		\$135.91
71100 212 TRP	Medicare		\$35.54
71100 336 TRP	Maintenance and Repair Services - Eq.	\$1,517.62	
71100 399 TRP	Other Contracted Services	\$408.00	
71100 429 TRP	Instructional Supplies and Materials	\$147.60	
71100 725 TRP	Regular Instruction Equipment	\$1,100.00	
	TOTAL:	\$60,622.86	\$3,341.36
71200	SPECIAL EDUCATION PROGRAM		
71200 128	Homebound Teachers	\$4,860.00	
71200 195	Substitute Teachers		\$4,860.00
71200 312	Contracts w/Private Agencies	\$15,000.00	
71200 725	Special Education Equipment		\$15,000.00
	TOTAL:	\$19,860.00	\$19,860.00
71300	VOCATIONAL EDUCATION PROGRAM		
71300 399	Other Contracted Services	\$34.68	
71300 116 SY1	Teachers	\$8,128.00	
71300 201 SY1	Social Security	\$503.32	
71300 204 SY1	State Retirement	\$271.53	
71300 212 SY1	Medicare	\$116.72	
71300 429 SY1	Instructional Supplies and Materials	\$7,739.56	
	TOTAL:	\$16,793.81	\$0.00
2000	SUPPORT SERVICES		
2110	ATTENDANCE SERVICES		
72110 355	Travel		\$296.40
72110 499	Other Supplies and Materials	\$296.40	
	TOTAL:	\$296.40	\$296.40

72230	VOCATIONAL EDUCATION PROGRAM		
72230 307	Communications		\$34.68
72230 189 SY1	Other Salaries and Wages	\$19,165.12	
72230 201 SY1	Social Security	\$1,186.77	
72230 204 SY1	State Retirement	\$1,079.65	
72230 212 SY1	Medicare	\$277.11	
72230 307 SY1	Communications	\$414.00	
72230 355 SY1	Travel	\$1,090.66	
72230 499 SY1	Other Supplies and Materials	\$11,933.00	
72230 599 SY1	Other Charges	\$7,300.00	
	TOTAL:	\$42,446.31	\$34.68

72260	ADULT EDUCATION PROGRAM		
72260 355 FRC	Travel		\$396.00
72260 599 FRC	Other Charges	\$396.00	
72260 355 PIC	Travel		\$2,500.00
72260 399 PIC	Other Contracted Services		\$1,100.00
72260 599 PIC	Other Charges	\$3,600.00	
	TOTAL:	\$3,996.00	\$3,996.00

72610	OPERATION OF PLANT		
72610 166	Custodial Personnel	\$7,400.00	
72610 201	Social Security	\$459.00	
72610 204	State Retirement		\$566.00
72610 212	Medicare	\$107.00	
72610 410	Custodian Supplies	\$15,000.00	
72610 499	Other Supplies and Materials		\$7,972.00
	TOTAL:	\$22,966.00	\$8,538.00

72710	TRANSPORTATION		
72710 146 TRP	Bus Drivers		\$413.00
72710 201 TRP	Social Security		\$25.00
72710 204 TRP	State Retirement	\$12.62	
72710 212 TRP	Medicare		\$6.48
72710 338	Maintenance & Repair Services-Vehicles	\$18,858.74	
	TOTAL:	\$18,871.36	\$444.48

76000	CAPITAL OUTLAY		
76100	REGULAR CAPITAL OUTLAY		
76100 707	Building Improvements	\$41,360.00	
76100 799	Other Capital Outlay		\$55,788.00
	TOTAL:	\$41,360.00	\$55,788.00

GRAND TOTAL: \$227,212.74 \$92,298.92

Total Increase: \$134,913.82

Revenue:	44170 ERATE Refunds	\$42,849.64
	44520 Insurance Recovery	\$18,858.74
	47210 SY1 Job Training Partnership	\$59,205.44
	Total:	\$120,913.82

Reserve: 39000 Undesignated Fund Balance (\$14,000.00)

Revenue:	Prior Total Available Funds	\$19,628,434.70
	Audit Adjustment	\$105.27
	Total Increase This Amendment	\$120,913.82
	Total Available Funds This Amendment	\$19,749,453.79

Expenditure:	Prior Total Estimated Expenditures	\$18,006,909.77
	Total Increase This Amendment	\$134,913.82
	Total Estimated Expenditures This Amen	\$18,141,822.59

FAYETTE COUNTY BOARD OF EDUCATION
 FEDERAL PROJECTS FUND
 FUND 142
 SUBFUND 971 - TITLE I
 MAY, 1999

		INCREASE	DECREASE
71000	INSTRUCTION		
71100	REGULAR INSTRUCTION PROGRAM		
71100 429	Instructional Supplies and Materials		\$6,400.00
71100 722	Regular Instruction Equipment	\$6,400.00	
	TOTAL:	\$6,400.00	\$6,400.00
72000	SUPPORT		
72200	REGULAR INSTRUCTION PROGRAM		
72210 138	Instructional Computer Personnel	\$100.00	
72210 201	Social Security	\$7.00	
72210 204	State Retirement	\$7.00	
72210 212	Medicare	\$2.00	
72210 513	Workers' Compensation Insurance	\$1.00	
	TOTAL:	\$117.00	\$0.00
99000	OTHER USES		
99100	OPERATING TRANSFERS		
99100 590	Transfers to Other Funds		\$192.26
	TOTAL:	\$0.00	\$192.26
	GRAND TOTAL:	\$6,517.00	\$6,592.26
Total Decrease: (\$75.26)			
Revenue:	47141 ESEA Title I		(\$75.26)
Revenue:	Prior Total Available Funds	\$1,938,853.16	
	Total Decrease This Amendment		(\$75.26)
	Total Available Funds This Amendment	\$1,938,777.90	
Expenditures:	Prior Total Estimated Expenditures	\$1,938,853.16	
	Total Decrease This Amendment		(\$75.26)
	Total Estimated Expenditures This Amendment	\$1,938,777.90	

FAYETTE COUNTY BOARD OF EDUCATION
 FEDERAL PROJECTS FUND
 FUND 142
 SUBFUND 976 - TITLE VI
 MAY, 1999

		INCREASE	DECREASE
1000	INSTRUCTION		
1100	REGULAR INSTRUCTION PROGRAM		
1100 429 ES1	Instructional Supplies and Materials	\$492.54	
	TOTAL:	\$492.54	\$0.00
2000	SUPPORT		
2200	REGULAR INSTRUCTION PROGRAM		
2210 355 ES1	Travel		\$492.54
	TOTAL:	\$0.00	\$492.54
	GRAND TOTAL:	\$492.54	\$492.54

This transfer is needed to move funds from travel where it is not needed to instructional supplies. The funds will be used to purchase supplies for elementary teachers.

FAYETTE COUNTY BOARD OF EDUCATION
 FEDERAL PROJECTS FUND
 FUND 142
 SUBFUND 980 - TITLE II
 MAY, 1999

		INCREASE	DECREASE
71000	INSTRUCTION		
71100	REGULAR INSTRUCTION PROGRAM		
71100 195 PUB	Substitute Teachers		2320.00
71100 201 PUB	Social Security		\$144.64
71100 212 PUB	Medicare		\$34.44
71100 429 ROA	Instructional Supplies and Materials	\$314.08	
	TOTAL:	\$314.08	\$2,499.08
72000	SUPPORT		
72200	REGULAR INSTRUCTION PROGRAM		
72210 457 PUB	In-Service/Staff Development	\$2,499.08	
72210 355 ROA	Travel		\$214.08
72210 457 ROA	In-Service/Staff Development		\$100.00
	TOTAL:	\$2,499.08	\$314.08
	GRAND TOTAL:	\$2,813.16	\$2,813.16

This transfer is needed to move funds from line items where they are needed to inservice/staff development and instructional supplies.

FAYETTE COUNTY BOARD OF EDUCATION
 FEDERAL PROJECTS FUND
 FUND 142
 SUBFUND 985 - DRUG FREE SCHOOLS
 MAY, 1999

		INCREASE	DECREASE
000	SUPPORT		
130	OTHER STUDENT SUPPORT		
130 355 PUB	Travel	\$3,000.00	
130 399 PUB	Other Contracted Services		\$3,000.00
130 355 FAA	Travel	\$1,000.00	
130 399 FAA	Other Contracted Services		\$1,000.00
	TOTAL:	\$4,000.00	\$4,000.00

Total Increase/Decrease: \$0.00

FAYETTE COUNTY BOARD OF EDUCATION
 CENTRAL CAFETERIA FUND
 FUND 143
 MAY, 1999

		INCREASE	DECREASE
0000	OPERATION OF NON-INSTRUCTION SERVICES		
0100	FOOD SERVICE		
0100 105	Supervisor/Director	\$178.00	
0100 189	Other Salaries and Wages	\$177.00	
0100 201	Social Security	\$25.00	
0100 204	State Retirement	\$20.00	
0100 210	Unemployment Compensation	\$1,196.00	
0100 212	Medicare	\$24.00	
0100 307	Communications		\$500.00
0100 336	Maintenance and Repair Services - Eq.		\$1,550.00
0100 399	Other Contracted Services	\$3,415.00	
0100 422	Food Supplies		\$72,000.00
0100 499	Other Supplies and Materials		\$9,000.00
0100 513	Workers' Compensation Insurance	\$1,288.00	
0100 710	Food Service Equipment		\$3,396.00
	TOTAL:	\$6,323.00	\$86,446.00

Total Decrease: (\$80,123.00)

Revenue:	43522	Lunch Payments-Adults	\$5,800.00
	43523	Income From Breakfast	(\$3,500.00)
	43524	Milk Sales	\$100.00
	43990	Other Charges	(\$1,000.00)
	44110	Interest Earned	\$5,900.00
	46520	Regular Education Funds	(\$2,270.00)
	46990	Other State Revenues	\$103,000.00
	47111	Section 4 Lunch	\$808,224.00
	47112	Section 11 Lunch	(\$890,000.00)
	47113	Breakfast	(\$34,000.00)
	47114	U.S.D.A. Other	(\$72,000.00)

Revenue:	Prior Total Available Funds	\$2,202,889.01
	Total Decrease This Amendment	(\$80,746.00)
	Total Available Funds This Amendment	\$2,122,143.01
Expenditures:	Prior Total Estimated Expenditures	\$1,796,500.00
	Total Decrease This Amendment	(\$80,123.00)
	Total Estimated Expenditures This Amendment	\$1,716,377.00

Having been reviewed by the Budget Committee and received their recommendation for passage, motion was made by Commissioner Tomlin, seconded by Commissioner German, and unanimously carried by the Board adopting the following Resolution amending the General Fund Budget. Same being as follows:

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular session on this 25th day of May, 1999, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Courthouse in Somerville, Tennessee.

That the General Fund #101 Budget Amendment be amended in the following words and figures, to-wit:

**COUNTY GENERAL FUND
BUDGET AMENDMENT
F/Y 98/99
May, 1999**

<u>Adjustment to Revenue Accounts:</u>	INCREASE	DECREASE
46310 <u>Health Department Programs</u>	<u>\$11,100.00</u>	
Total Increase/Decrease This Amendment	\$11,100.00	
<u>Adjustment to Expenditure Accounts:</u>	INCREASE	DECREASE
51100 <u>County Commission</u>		
414 <u>Duplicating Supplies</u>	\$ 150.00	
425 <u>Gasoline</u>		<u>\$ 150.00</u>
Subtotal-51100	\$ 150.00	\$ 150.00

51500	<u>Election Commission</u>		
349	Printing, Stationery & Forms		\$ 2,500.00
355	Travel		\$ 2,000.00
709	Data Processing Equipment	\$ 9,000.00	
719	Office Equipment		\$ 4,500.00
	Subtotal-51500	\$ 9,000.00	\$ 9,000.00
51600	<u>Register of Deeds</u>		
307	Communication		\$ 275.00
348	Postal Charges		\$ 275.00
355	Travel		\$ 250.00
719	Office Equipment	\$ 800.00	
	Subtotal-51600	\$ 800.00	\$ 800.00
51730	<u>Building</u>		
338	Maintenance & Repair-Vehicles	\$ 200.00	
425	Gasoline		\$ 200.00
	Subtotal-51730	\$ 200.00	\$ 200.00
51800	<u>County Buildings</u>		
799	Other Capital Outlay (Vanderheyden Cons.)	\$22,690.90	
	Auditor's Adjustment		\$22,690.90
799	Other Capital Outlay (Barge, Waggoner, Sumner)	\$ 3,608.00	
	Subtotal-51800	\$26,298.90	\$22,690.90
52310	<u>Reappraisal Program</u>		
709	Data Processing Equipment		\$ 4,581.00
718	Motor Vehicles	\$ 4,581.00	
	Subtotal-52310	\$ 4,581.00	\$ 4,581.00
52100	<u>Accounting & Budgeting</u>		
337	Maintenance & Repair-Equipment		\$ 350.00
414	Duplicating Supplies	\$ 350.00	
	Subtotal-52100	\$ 350.00	\$ 350.00
52300	<u>Property Assessor's Office</u>		
338	Maintenance & Repair-Vehicles	\$ 150.00	
355	Travel		\$ 150.00
	Subtotal-52300	\$ 150.00	\$ 150.00
52400	<u>Trustee</u>		
317	Data Processing Services		\$ 180.00
320	Dues and Memberships		\$ 15.00
332	Legal Notices, Recording & Court Costs		\$ 716.00
337	Maintenance & Repair-Office Equip.		\$ 917.00
349	Printing, Stationery & Forms	\$1,460.00	
351	Rentals	\$ 134.00	
355	Travel	\$ 486.00	
719	Office Equipment		\$ 252.00
	Subtotal-52400	\$2,080.00	\$2,080.00

53100	<u>Circuit Court</u>		
194	Jury & Witness Fees		\$ 2,009.00
307	Communication	\$ 218.00	
355	Travel	\$ 300.00	
435	Office Supplies	\$ 191.00	
719	Office Equipment	\$ 200.00	
53320	<u>General Sessions Court Clerk</u>		
349	Printing, Stationery & Forms	\$ 400.00	
435	Office Supplies	\$ 700.00	
719	Office Equipment	\$4,000.00	
53500	<u>Juvenile Court</u>		
309	Contract with Government Agencies		\$ 4,000.00
349	Printing, Stationery & Forms	\$ 90.00	
354	Transportation		\$ 90.00
	Subtotal-53100, 53320, 53500	\$6,099.00	\$ 6,099.00
55120	<u>Rabies and Animal Control</u>		
307	Communication	\$ 150.00	
338	Maintenance & Repair-Vehicles	\$ 75.00	
349	Printing, Stationery & Forms		\$ 500.00
401	Animal Food & Supplies	\$ 300.00	
425	Gasoline		\$ 825.00
451	Uniforms	\$ 800.00	
	Subtotal-55120	\$ 1,325.00	\$ 1,325.00
55160	<u>Dental Health Program</u>		
131	Medical Personnel	\$ 9,300.00	
201	Social Security	\$ 765.00	
204	State Retirement	\$ 500.00	
205	Employee & Dependent Insurance	\$ 400.00	
212	Employer Medicare	\$ 135.00	
	(Addition from Revenue 46310)		\$11,100.00
	Subtotal-55160	\$11,100.00	\$11,100.00
55720	<u>Sanitation Education/Information</u>		
351	Rentals		\$ 500.00
499	Other Supplies	\$ 500.00	
	Subtotal-55720	\$ 500.00	\$ 500.00
56500	<u>Libraries</u>		
452	Utilities		\$ 1,105.00
499	Other Supplies	\$ 705.00	
719	Office Equipment	\$ 400.00	
	Subtotal-56500	\$ 1,105.00	\$ 1,105.00
58220	<u>Airport</u>		
791	Other Construction	\$27,461.57	
	Auditor's Adjustment		\$24,461.57
	Designated Fund for Purpose I		\$ 3,000.00
	Subtotal-58220	\$27,461.57	\$27,461.57

58600 Employee Benefits		
210 Unemployment Compensation	\$ 6,000.00	
513 Worker's Compensation Insurance		<u>\$ 6,000.00</u>
Subtotal-58600	<u>\$ 6,000.00</u>	<u>\$ 6,000.00</u>
TOTAL	\$97,200.47	\$93,592.47
Prior Estimated Expenditures		\$6,592,269.00
Total Estimated Expenditures This Amendment		\$6,598,877.00
Estimated Ending Fund Balance as of June 30th, 1999		\$ 497,395.00
Change in Fund Balance This Amendment		\$ 6,608 .00

Commissioner Wilson questioned the previously scheduled appearance of Representatives Naifeh and Walley to address this Commission regarding schools.

Chairman Voss advised that they both were still in session.

Chairman Voss did advise that the Education Committee had requested the Board of Education to bring to that committee figures with regard to addition to personnel, addition to existing buildings, as well as new structure and any additional personnel that would be involved with them and operating cost of - in addition to - construction cost of various options. Commissioner Arnett agreed that current figures on items proposed had been requested, looking at three options.

Thereupon, said meeting adjourned.

JIM VOSS - Chairman
County Mayor

ATTEST:

Dell T. Graham, County Clerk