

6.1

FAYETTE COUNTY LEGISLATIVE BODY
MARCH 27, 2012

BE IT REMEMBERED that the Fayette County Legislative Board met in regular session at the Bill G. Kelley Criminal Justice Complex in Somerville, Tennessee on the 27th day of March, 2012. Present and presiding was Chairman Rhea Taylor. Also present were the following: Sue W. Culver, County Clerk, James R. "Bobby" Riles, Sheriff, and the following County Commissioners: Ed Allen, Joann Allen, Steve Anderson, Charles Brewer, Odis Cox, Lee "Sissy" Dowdle, Willie German, Ronald Harris, Reggie Howard, Judy Karcher, Bill Kelley, Terry Leggett, David Lillard, Sylvester Logan, Claude Oglesby, Steve Reeves, Ray Seals, Myles Wilson, and Larry Watkins.

A quorum was declared with nineteen Commissioners present.

The floor was opened to the public for comments on non-agenda items. With no one coming forth the floor was closed.

Commissioner Seals moved to approve the minutes from the February 28, 2012 meeting. The motion was seconded by Commissioner Wilson and passed unanimously.

John Pitner, Director of Planning and Development, introduced a rezoning request from Jerry Pentz at 605 Joyner's Campground Road in Somerville for a piece of property from R-1 (Rural Residential) to SA(Special Activity-Agri-business) in order to grow grapes to make wine and sell on site. Mr Pitner stated that the recommendation from the Planning Commission was favorable for the rezoning.

The floor was opened for a public hearing on the matter. With no one coming forth to speak "for" or "against" the rezoning the public hearing was closed.

Commissioner Harris then moved that the rezoning be allowed. The motion was seconded by Commissioner Brewer and passed unanimously.

RESOLUTION

A RESOLUTION TO AMEND THE FAYETTE COUNTY ZONING MAP TO REZONE FROM R-1 RURAL RESIDENTIAL TO SA-A SPECIAL ACTIVITY AGRIBUSINESS A CERTAIN TRACT OF LAND LOCATED ON THE NORTH SIDE OF JOYNER'S CAMPGROUND DRIVE IN CIVIL DISTRICT NUMBER 4

WHEREAS, pursuant to Tennessee Code Annotated Sections 13-7-101 and 13-7-102 the Fayette County Board of Commissioners has adopted a Zoning Resolution and Zoning Map for Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Sections 13-7-105 the Fayette County Board of Commissioners is empowered to amend the number, shape, boundary, area or any regulation of or within any district or districts or any other provision of the zoning resolution following submission of the amendment to the regional planning commission for its approval, disapproval or suggestions and following a public hearing at least fifteen (15) days notice of the time and place of which is given by one (1) publication in a newspaper of general circulation in the county; and

WHEREAS, pursuant to Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendment by the Fayette County Regional Planning Commission on March 5, 2012, the time and place of which was published with at least five (5) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 and Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendment by the Fayette County Board of Commissioners on March 27, 2012, the time and place of which was published with at least fifteen (15) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS, IN REGULAR SESSION ASSEMBLED THIS 27th DAY OF MARCH, 2012:

SECTION 1. That the following described tract of land of 34.11 acres owned by Jerry F. Pentz,

Jr., (Deed Book 615, Page 487, in the Office of the Fayette County Register) on the north side of Joyners Campground Drive identified as Parcel 8.07 on Tax Map 24 be rezoned from R-1 **RURAL RESIDENTIAL TO SA-A SPECIAL ACTIVITY AGRIBUSINESS:**

Beginning at a spike set in the centerline of Joyners Campground Drive 2882.28 feet east of the centerline of Yum Yum Road, from said Point of Beginning North 02 degrees 11 minutes 44 seconds East 2249.75 to a T-bar found on a north line of the Crook property as recorded in Book 457, Page 224, in the Office of the Fayette County Register; thence South 88 degrees 19 minutes 04 seconds East along said Crook north line 659.42 feet to an iron pin set; thence South 02 degrees 11 minutes 44 seconds West 2257.04 feet to a spike set in the centerline of Joyners Campground Drive; thence North 87 degrees 41 minutes 05 seconds West along the centerline of Joyners Campground Drive 659.41 feet to the Point of Beginning and containing 34.11 acres.

BE IT FURTHER RESOLVED, that this Amendment shall become effective immediately upon its passage, **THE PUBLIC WELFARE REQUIRING IT.**

Mr. Pitner also introduced the following resolution amending the County Zoning resolution to increase the maximum buildable area in the R-1, R-2, R-3 districts and to allow a larger maximum lot size in the RPED District in certain prescribed circumstances.

The floor was opened for a public hearing regarding this matter. With no one speaking "for" or "against" the resolution, the public hearing was closed.

Commissioner Anderson moved that the resolution be adopted. The motion was seconded by Commissioner Reeves, and passed unanimously as follows:

8.2

RESOLUTION

A RESOLUTION TO AMEND THE FAYETTE COUNTY ZONING RESOLUTION TO INCREASE THE MAXIMUM BUILDABLE AREA IN THE R-1, R-2 AND R-3 DISTRICTS AND TO ALLOW A LARGER MAXIMUM LOT SIZE IN THE RPED DISTRICT IN CERTAIN PRESCRIBED CIRCUMSTANCES

WHEREAS, pursuant to Tennessee Code Annotated Sections 13-7-101 and 13-7-102 the Fayette County Board of Commissioners has adopted a Zoning Resolution and Zoning Map for Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 the Fayette County Board of Commissioners is empowered to amend the number, shape, boundary, area, or any regulation of or within any district or districts or any other provision of the zoning resolution; and

WHEREAS, pursuant to Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendment by the Fayette County Regional Planning Commission on March 5, 2012, the time and place of which was published with at least five (5) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 and Article IV of the Fayette County Zoning Resolution a public hearing was held before the Fayette County Board of Commissioners on March 27, 2012, the time and place of which was published with at least fifteen (15) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS, IN REGULAR SESSION ASSEMBLED THIS 27TH DAY OF MARCH, 2012:

SECTION 1. That there be revised Section 2.1.2.5 of "Article VII – Provisions For Land Use Districts," which reads: "Maximum Buildable Area – On any lot of record the total ground coverage of all buildings shall not exceed twelve (12) percent of the total lot of record area"; to read: "Maximum Buildable Area – On any lot of record the total ground coverage of all buildings shall not exceed fourteen (14) percent of the total lot of record area."

and

SECTION 2. That there be revised Section 3.1.2.5 of "Article VII – Provisions For Land Use Districts," which reads: "Maximum Buildable Area – On any lot of record the total ground coverage of all buildings shall not exceed twelve (12) percent of the total lot of record area"; to read: "Maximum Buildable Area – On any lot of record the total ground coverage of all buildings shall not exceed fourteen (14) percent of the total lot of record area."

and

SECTION 3. That there be revised Section 3.2.2.5 of "Article VII – Provisions For Land Use Districts," which reads: "Maximum Buildable Area – On any lot of record the total ground coverage of all buildings shall not exceed twelve (12) percent of the total lot of record area"; to read: "Maximum Buildable Area – On any lot of record the total ground coverage of all buildings shall not exceed fourteen (14) percent of the total lot of record area."

and

SECTION 4. That there be revised Section 3.6.3.2 of "Article VII – Provisions For Land Use Districts," which reads: "Maximum Lot Size – Two-and-one-half (2½) acres"; to read: "Maximum Lot Size – Two-and one-half (2½) acres, or more if necessary to accommodate both a dwelling and its subsurface

sewage disposal system and reserve area on the same lot."

and

SECTION 5. That this Resolution shall become effective the day following its adoption, THE PUBLIC WELFARE REQUIRING IT.

Commissioner Seals moved that the following be appointed as notaries Public: Mike Bodiford, Thomas W. Cannon, Brenda Dunn, Reneta K. Hammerschmidt, Sharon Howard, Frank Jay Kemper, Beatrice A. Long, and Betty Thompson. The motion was seconded by Commissioner Reeves and passed unanimously.

In accordance with TCA 38-7-104, a medical convention was held in the courthouse in Somerville on March 23, 2012, for the purpose of selecting nominees to the County Mayor for the position of Medical Examiner. Two local physicians were in attendance, Dr. William Burch and Dr. William Heymoore Schettler, both of Oakland. Both doctors names were placed in nomination, as the maximum number of nominees the convention

could recommend is two. The Mayor appointed Dr. William Burch as Medical Examiner to serve a five-year term, subject to approval by the Board. Commissioner German moved that Dr. Burch be approved as Medical Examiner. The motion was seconded by Commissioner Leggett and approved unanimously.

38-7-104. County medical examiner.

(a) A county medical examiner shall be appointed by the county mayor, subject to confirmation by the county legislative body, based on a recommendation from a convention of physicians resident in the county. A county medical examiner shall be a physician who is either a graduate of an accredited medical school authorized to confer upon graduates the degree of doctor of medicine (M.D.) and who is duly licensed in Tennessee, or is a graduate of a recognized osteopathic college authorized to confer the degree of doctor of osteopathy (D.O.) and who is licensed to practice osteopathic medicine in Tennessee, and shall be elected from a list of a maximum of two (2) doctors of medicine or osteopathy nominated by convention of the physicians, medical or osteopathic, resident in the county, the convention to be called for this purpose by the county mayor.

(b) If it is not possible to obtain an acceptance as a county medical examiner from a physician in a county, authority is given for the election of a county medical examiner from an adjacent or another county. A county medical examiner, when temporarily unable to perform the duties of the office, shall have the authority to deputize any other physician in the area to act as county medical examiner during the absence. If the county legislative body fails to certify a county medical examiner for a county or if the county medical examiner resigns or is unable to fulfill the duties of the office during the interim between county legislative body sessions and a deputy has not been appointed by the county medical examiner, the chief medical examiner shall have the authority to appoint a county medical examiner to serve until the next session of the county legislative body.

(c) A county medical examiner shall serve a five-year term, and shall be eligible for reappointment by the county mayor with confirmation by the county legislative body.

(d) Whenever any county medical examiner shall be called as a witness in any proceedings before the grand jury or in any criminal case, the county medical examiner shall receive from the county as compensation for services as witness a fee as shall be determined by the court before which the proceedings are conducted, unless the fees are paid under provisions of § 38-7-111 [repealed].

(e) The county medical examiner may be suspended by the county mayor for good cause, which shall include, but not be limited to, malfeasance in the performance of the duties of a county medical examiner, criminal conduct, or behavior that is unethical in nature or that is in violation of a relevant code of professional medical responsibility. The suspension shall be for a period of ninety (90) days. At the end of the ninety (90) day period, the suspension shall terminate, unless the county mayor has recommended to the county legislative body in writing that they remove the county medical examiner from office. If the county mayor recommends removal of the county medical examiner, then the county legislative body shall vote on whether to remove the county medical examiner from office within ninety (90) days of the date of the written recommendation. A majority vote shall be required in order to remove the county medical examiner from office. If a majority of the

county legislative body does not vote for removal of the county medical examiner from office, then the suspension of the county medical examiner shall terminate immediately.

(f) (1) A medical investigator shall be a licensed emergency medical technician (EMT), paramedic, registered nurse, physician's assistant or a person registered by or a diplomat of the American Board of Medicolegal Death Investigators and approved by the county medical examiner as qualified to serve as medical investigator.

(2) If the county has an elected coroner, the coroner shall serve as the medical investigator for the county; provided, that such coroner meets the qualifications for a medical investigator set out in subdivision (f)(1). If the coroner is not qualified to serve as medical investigator, then the county legislative body shall, by resolution, either authorize the county medical examiner to appoint a medical investigator subject to confirmation by the county legislative body, or provide for this function through a contract for service approved by the county medical examiner and the county legislative body; provided, however, that, if the county has an elected coroner who has served in that capacity for ten (10) years or more, such coroner shall serve as the medical investigator for the county, regardless of whether the coroner meets the qualifications set out in subdivision (f)(1).

(3) The county medical investigator may conduct investigations when a death is reported, as provided in § 38-7-108, under the supervision of the county medical examiner. The county medical investigator may make pronouncements of death and may recommend to the county medical examiner that an autopsy be ordered. However, the county medical investigator shall not be empowered to sign a death certificate. The county medical examiner may delegate to the county medical investigator the authority to order an autopsy.

(g) County medical examiners and medical investigators shall be required to receive initial training and regular continuing education through the chief medical examiner and to operate according to the death investigation guidelines adopted by the department of health.

HISTORY: Acts 1961, ch. 174, § 4; 1967, ch. 399, § 1; 1969, ch. 21, § 1; 1971, ch. 246, § 1; 1977, ch. 141, § 1; impl. am. Acts 1978, ch. 934, §§ 7, 36; T.C.A., § 38-704; Acts 1983, ch. 12, § 1; 1994, ch. 775, § 3; 2003, ch. 90, § 2; 2004, ch. 651, §§ 1, 2; 2005, ch. 472, § 1; 2008, ch. 969, §§ 5-10.

Commissioner Anderson moved that Antoine Logan's appointment to the Planning Commission be affirmed. The motion was seconded by Commissioner Oglesby and passed with no opposition. Commissioner Logan passed citing a conflict of interest.

Chairman Taylor stated that the financial reports are in the packets, and any questions should be directed to the proper official.

The next item on the agenda was the County Mayor's report. Chairman Taylor stated that the County has gone through another rating and the latest rating remains the same, Aa3, which is very good.

**MOODY'S ASSIGNS Aa3 RATING AND NEGATIVE OUTLOOK TO FAYETTE COUNTY'S (TN)
\$7.25 MILLION GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A**

**RATING APPLIES TO APPROXIMATELY \$22.52 MILLION IN OUTSTANDING DEBT, INCLUDING
CURRENT ISSUE**

Moody's Investors Service has assigned a Aa3 rating and negative outlook to Fayette County's (TN) \$7.25 million General Obligation Refunding Bonds, Series 2012A.

RATING RATIONALE SUMMARY

The current issue is secured by the county's unlimited tax pledge. The Aa3 rating reflects the county's weakened financial position due to recent declines in reserves, moderately-sized agricultural tax base, and low debt burden. Proceeds from the current issue will be used to refund the Series 20044 bonds for an estimated net present value savings of \$806,571 or 11.1% of the refunded principal with no extension of maturity.

The negative outlook reflects Moody's belief that the county's financial position will continue to be challenged given weakened reserve levels and increasing fixed expenditures that limit financial flexibility. Over the near-term, Moody's will monitor the county's ability to stabilize its currently narrow financial position, return to structural balance and replenish its reserves to historically more adequate levels. In addition, while the county is not legally required to maintain a centralized accounting system, integration of such a system has been recommended to improve county's financial accountability. Moody's will continue to monitor the county's progress towards implementation of this recommended practice.

STRENGTHS:

- Moderately-sized and diverse tax base
- Low debt burden

CHALLENGES:

- Ability to return to structural balance
- Maintaining financial flexibility with weakened reserve levels

DETAILED CREDIT DISCUSSION

AGRICULTURAL TAX BASE EXPERIENCES GROWTH, DEMOGRAPHIC CHANGE

Although the county remains predominantly agricultural, its location adjacent to Shelby County (G.O. rated Aa1), within commuting distance to Memphis (G.O. rated Aa2/stable outlook), has led to residential and commercial development that has driven economic growth. Taxable values have increased an average of 9.5% over the past five years, including 22.4% increase due to a reassessment in fiscal 2009, while full valuation growth averaged 9.0% annually over the same period, reaching \$3.7 billion in 2011. Population growth has also been strong, increasing 33.4% between 2000 and 2010. The economy is diverse, with the top 10 taxpayers representing only 5.2% of the base. While growth has slowed in recent years, county officials believe that the construction of a new \$105 million Intermodal Facility on Norfolk Southern's (rated Baa1/stable) Crescent Corridor expected to be completed in 2012, and various capital improvement aimed at increasing the county's access to major state highways, additional growth will occur. Income levels approximate state medians, although they have grown greatly since 1990, when they were well below state levels. Similarly, poverty levels, at 14.3% in 2000, are substantially lower than in the 1990s when the percentage of the population living below the poverty level was 24.1%. These changing demographics reflect the movement of portions of the county from rural farming communities to bedroom communities of Memphis. Full value per capita has also improved, reaching an above average \$95,712 in 2011.

WEAKENED FINANCIAL POSITION LIMITS FINANCIAL FLEXIBILITY

The county's financial position has continued to weaken, with operating deficits in four of the past five years, resulting in a significant decline in reserve levels. These operating deficits were mainly the result of

increased debt service expenditures associated with the construction of a \$17 million Criminal Justice Complex and various school improvement projects and the weakening of economically sensitive revenues. In addition to the \$8.2 million Series 2004 and \$5 million Series 2006 bonds issued to fund the Criminal Justice Complex, the county also issued an additional \$3 million in capital notes during fiscal 2008. At the same time, the county's debt service costs continued to grow with the issuance of a \$1 million Bond Anticipation Note in fiscal 2005 and a \$1.1 million Capital Note in fiscal 2008 to fund various school improvements. Overall, the short-term payment schedules of these notes, which were retired between fiscal 2008 and fiscal 2010, were the main driver in the depletion of the county's reserve levels. During this time, debt service as a percentage of operating expenditures increased from 5.6% in fiscal 2008 to 10.3% in fiscal 2010. As a result of these debt service payments, the county's General Fund balance decreased from a high of \$4.4 million (41.7% of General Fund revenues) in fiscal 2006 to a low of \$1.3 million (9.8% of General Fund revenues) in fiscal 2010.

Fiscal 2010 ended with a \$692,000 operating deficit decreasing General Fund balance to \$1.3 million or 9.8% of General Fund revenues, slightly below the county's policy of maintaining at least 10% of General Fund balance. As detailed above, the deficit was attributable to an increase in debt service expenditures related to the Criminal Justice Complex and other school improvements. This increase in expenditures also resulted in a decrease in the debt service fund of \$1.7M to \$2.2 million between fiscal 2009 and fiscal 2010. These reserve declines resulted in an overall decrease in available reserves of \$1.9 million to \$3.5 million or 26.9% of General Fund revenues in fiscal 2010. Local taxes account for approximately 56.4% of the County's General Fund revenues, followed by state aid at 15.4% and county fees at 10% in fiscal 2010.

Fiscal 2011 resulted in a \$28,000 operating surplus, which increased General Fund balance to \$1.3 million or 9.9% of General Fund revenues. This operating surplus was driven by an increase in local taxes, as well as continued expenditure savings realized as a result of no cost of living increase for employees. The debt service fund ended fiscal 2011 with \$1.5 million, decreasing available fund balance to \$2.4 million or 18.3% of General Fund revenues. The fiscal 2012 budget includes a modest cost of living increase for employees (1% beginning January 1, 2012) as well as a newly-implemented wheels tax beginning in October 2011, which is expected to generate \$760,000 in additional revenue. The county anticipates using this additional revenue source to support debt service. Future rating reviews will consider the county's ability to return to structural balance and increase reserves to more historical levels that are compliant with established fiscal policies, as further declines in reserves may lead to additional negative pressure.

MANAGEABLE DEBT POSITION

Moody's expects the county to maintain its manageable debt position, given a low debt burden (0.6% of full valuation) and limited amount of near-term debt issuance. The county's debt is amortized at a below-average rate with 62.1% to be retired within 10 years. The county plans to issue an additional \$10 million for school projects before the end of the year, which will increase the debt burden slightly to 0.9% of full valuation. To address this anticipated increase in debt service, the county extended the maturities of the 2011 refunding issue and also implemented a wheels tax, which will be used to support debt service costs. Currently, debt service accounts for approximately 5.9% of fiscal 2011 expenditures. The county does not have any variable rate debt and is not party to any derivative agreements.

WHAT COULD MAKE THE RATING GO UP (REMOVAL OF NEGATIVE OUTLOOK):

- Return to structurally balanced operations
- Increased reserve levels reflective of historical levels
- Significant increase in tax base and wealth levels
- Establishment of a centralized accounting system that follows Generally Accepted Accounting Principles

WHAT COULD MAKE THE RATING GO DOWN:

- Continued draw on reserves further limiting financial flexibility
- Increased debt burden

KEY STATISTICS:

2010 population: 38,413 (33.4% increase since 2000)

2010 full valuation: \$3.7 billion

Full value per capita: \$95,712

1999 per capita income (as % of TN and US): \$17,969 (92.7% and 83.2%)

1999 median family income (as % of TN and US): \$46,283 (106.4% and 92.5%)

FY10 General Fund balance: \$1.3 million (9.8% of General Fund revenues)

FY11 General Fund balance: \$1.3 million (9.9% of General Fund revenues)

Debt burden: 0.6%

Payout of principal (10 years): 62.1%

Post-sale parity debt outstanding: \$22.52 million

Also a meeting was held with Dr Cedrick Gray, Superintendent of Schools, Mr. Brian O'Brien, president of the School Board, and Tom Minor, Attorney for the School Board, along with Commissioner Ray Seals and Jim Smith of Public Works in attendance, to try to move forward on the transfer of property negotiated in the mediation. The matter will be put on the agenda for the School Board meeting which will take place on April 5, 2012. He further stated that he does not foresee any problems with the transfer.

There were no reports from the Sheriff's Department, Board of Education, Juvenile Court, the Board of Public Works, the Trustee's Office, or Planning and Development.

Commissioner Wilson reported for the Development Committee which met on March 12, 2012. The Committee discussed the rezoning amendments passed earlier in this meeting. Also discussed were railroad property easements. The City of Oakland is planning a greenbelt walkway in the future and is interested in the properties the county still holds to be used as the walkway. The Committee discussed an energy grant for improvements at the courthouse. The grant would be a 50/50 match and the maximum available would be \$250,000. The Committee sent the matter to Budget with a recommendation to approve. The Planning Commission nominee was also discussed, as well as a Public Works Budget amendment which was sent to Budget with a recommendation to Approve.

Commissioner German reported for the Health and Welfare Committee, which met on March 12, 2012. The discussion included activity at the Ambulance Service for the past month regarding revenues and collections, as well as expenditures. The heart monitors were purchased for a lesser cost than originally anticipated, and the revenue is up for the service. The position of medical examiner was also discussed and Mayor Taylor explained the procedure for selection of same. Charles Traylor, Solid Waste Director, brought a budget amendment to the committee for consideration regarding the lack of revenue for his department. He requested that \$75,000 of the TVA funds be diverted to Solid Waste to finish this year. The Committee discussed the matter and passed it on to Budget with recommendation for approval.

The Personnel and Education Committees did not meet this month.

Commissioner Harris moved that Payson Matthews be approved as the back tax assessor at the Trustee's recommendation, and that his fee remain at 10 per cent of base of delinquent property taxes collected by him. The motion was seconded by Commissioner Anderson and passed unanimously.

Commissioner Harris moved that the following General Fund Budget Amendment be approved regarding library funds. The motion was seconded

by Commissioner Brewer and passed unanimously.

10.3.6.3

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 27th day of March, 2012, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center 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 11/12
March, 2012**

<u>Adjustment to Reserve Accounts:</u>	INCREASE	DECREASE
35130 <u>Designated for Purpose 3</u> <u>(Library Reserve Account)</u>		<u>\$ 1,000.00</u>
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNT:		\$ 1,000.00
<u>Adjustment to Revenue Account:</u>	INCREASE	DECREASE
43360 <u>Library Fees</u>	<u>\$ 1,000.00</u>	<u>\$ 1,000.00</u>
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNT:	\$ 1,000.00	\$ 1,000.00
<u>Adjustment to Expenditure Account:</u>	INCREASE	DECREASE
56500 <u>Libraries</u> 599 <u>Other Charges</u>	<u>\$ 1,000.00</u>	
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNT:	\$ 1,000.00 *	
Change in Fund Balance this Amendment		\$ 00.00

* This amount is local match for a grant from Tennessee State Library & Archives for Library Computers.

Commissioner Harris moved that the General Fund Amendment to the sheriff's budget be approved. The motion was seconded by Commissioner Dowdle and passed unanimously as follows:

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 27th day of March, 2012, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center 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 11/12 March, 2012

<u>Adjustment to Revenue Accounts:</u>	INCREASE	DECREASE
43102 Other Employee Benefit Charges	\$122,600.00	
44120 Lease/Rentals	\$ 24,000.00	
48140 Contracted Services		\$146,600.00
48610 Donations	_____	<u>\$ 10,000.00</u>
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNT:	\$146,600.00	\$156,600.00
 <u>Adjustment to Expenditure Accounts:</u>	 INCREASE	 DECREASE
<u>54110 Sheriff's Department</u>		
196 In Service Training	<u>\$ 5,000.00</u>	
Subtotal-54110	\$ 5,000.00	
 <u>54210 Jail</u>		
355 Travel	<u>\$ 5,000.00</u>	
Subtotal-54210	\$ 5,000.00	
 <u>55130 Ambulance Service</u>		
413 Drugs & Medical Supplies	<u>\$29,511.00</u>	
Subtotal-55130	\$29,511.00	
 TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	 \$39,511.00	

Prior Estimated Expenditures	\$13,177,219.00
Total Estimated Expenditures this Amendment	\$13,206,730.00
Projected Fund Balance before Amendment	\$ 1,320,687.54
Change in Fund Balance this Amendment	\$ 29,511.00
Estimated Ending Fund Balance as of June 30, 2012	\$ 1,291,176.54

Commissioner Harris moved that the following amendment to the General Fund Budget be approved. The motion was seconded by Commissioner Anderson and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 27th day of March, 2012, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center 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 11/12
March, 2012**

<u>Adjustment to Fund Balance:</u>	INCREASE	DECREASE
Fund 171 <u>General Capital Projects</u>		\$39,219.53
Fund 172 <u>Community Development</u>		\$36,932.20
Fund 175 <u>HUD Grant Projects</u>		<u>\$ 2,085.00</u>
TOTAL INCREASE/DECREASE TO FUND BALANCES:		\$78,236.73
 <u>Adjustment to General Fund Balance:</u>		
39000 Unassigned Fund Balance	<u>\$78,236.73</u>	
TOTAL INCREASE/DECREASE TO FUND BALANCE:	\$78,236.73	
Projected Fund Balance before Amendment		\$ 1,320,687.54
Change in Fund Balance this Amendment		\$ 78,236.73
Estimated Ending Fund Balance as of June 30, 2012		\$ 1,398,924.27

Commissioner Harris moved to approve the Public Works Budget Amendment as presented. The motion was seconded by Commissioner Oglesby and passed as follows:

10.3.6.5

FAYETTE COUNTY PUBLIC WORKS DEPARTMENT

117 HIAWATHA STREET
P.O. BOX 579
SOMERVILLE, TENNESSEE 38868

901-465-5222
FAX 901-465-5214

HANK FRANCK, Chairman
ANDREW AVERY, Secretary
JIMMY JORDAN

WESLEY PARKS
RUSSELL WICKER
JIM SMITH, Superintendent

BUDGET AMENDMENT NO.2

2011-2012 PUBLIC WORKS FUND 131

<u>REVENUES</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED TOTAL</u>
47230 Disaster Relief	\$ 157,257.00		\$ 157,257.00
Net Total Revenues:	\$ 157,257.00		\$ 4,961,932.00
<u>EXPENDITURES</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED TOTAL</u>
<u>61000 Administration</u>			
317 Data Processing		\$ (1,000.00)	\$ 8,000.00
599 Other Charges	\$ 2,000.00		\$ 14,000.00
Net Change 61000:	\$ 1,000.00		\$ 185,967.00
 <u>62000 Highway & Bridge Maint.</u>			
186 Longevity Pay		\$ (4,300.00)	\$ 34,500.00
327 Freight Expense	\$ 220,000.00		320,000.00
405 Asphalt-Liquid		\$ (10,000.00)	38,000.00
443 Road Signs		\$ (5,000.00)	20,000.00
Net Changes 62000:	\$ 200,700.00		\$ 1,851,349.00

<u>EXPENDITURES</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED TOTAL</u>
<u>63100 Oper. & Maint. Equip.</u>			
412 Diesel Fuel	\$ 111,000.00		\$ 245,000.00
425 Gasoline	5,000.00		59,000.00
450 Tire & Tubes	12,000.00		30,000.00
499 Other Supplies	2,000.00		7,000.00
Net Changes 63100:	\$ 130,000.00		\$ 614,000.00
<u>66000 Employee Benefits</u>			
205 Employee Insurance	\$ 6,000.00		\$ 259,000.00
Net Change 66000:	\$ 6,000.00		\$ 639,600.00
<u>68000 Capital Outlay</u>			
714 Highway Equip.	\$ 41,000.00		\$ 241,000.00
791 Other Construction		\$ (200,000.00)	\$ 800,000.00
Net Change 68000:		\$ (159,000.00)	\$ 1,801,000.00
Net Total Expenditures:	\$ 178,700.00		\$ 5,519,334.00
Excess of Est. Revenues: Over (Under) Est. Expenditures			\$ (557,402.00)
Est. Beginning FB, July 1			\$ 1,839,248.00
Est. Ending FB, June 30			\$ 1,281,846.00

2 of 2

Commissioner Harris moved to approve the Budget Amendment for Solid Waste as follows. The motion was seconded by Commissioner Reeves and passed unanimously.

10.3.6.4

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 27th day of March, 2012, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center 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 11/12
March, 2012**

<u>Adjustment to Revenue Accounts:</u>	INCREASE	DECREASE
<u>46851 State Revenue Sharing-TVA</u>		<u>\$75,000.00</u>
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNT:		\$75,000.00

**FUND 116
COUNTY SOLID WASTE FUND
F/Y 11/12**

<u>Adjustment to Revenue Accounts:</u>	INCREASE	DECREASE
<u>46851 State Revenue Sharing-TVA</u>	<u>\$75,000.00</u>	
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$75,000.00	

1.)

Tipping Fee :

8 mos. 170,000	21,250x(12)	255,000
	May, June add'l 10,000	20,000
		275,000
	add'l fees generated due to	5,000
	min. wt. fee 2.00 up to 5.00	280,000
	June charges collected in	<u>8,000</u>
	July - credited for 2011/12	288,000

Original Budget: 322,980

-288,000

Possible ShortFall: 34,980

2.) Investment

Income Average 5,000 @ mo x(12) 60,000

Budgeted: 110,000

-80,000

Possible ShortFall: 50,000

3.) Recycle Sales:

		130,000
Bookings / ROA		15,000
(8 mos. Average)	217,500	
145/8=18.125	<u>-18125</u>	

June's Rcy.Sls not paid
till end of July - so we do not book
them as we do trash income

Projected Recycle Sales

Income for Budget 2011-12 199375

Projected : 199000

Budgeted: 175,000

24,000

*

We should generate an additional 20,000 (+) in Recycle Sales

If prices remain as they are now and generation remains the same or increases-we should be OK

These commodities fluctuate monthly up and down.

Commissioner Lillard moved that the following resolution regarding the consultant for Edulog software be approved. The motion was seconded by Commissioner Oglesby. After some discussion, Commissioner Joann Allen moved that the matter be tabled for more information. The motion was seconded by Commissioner Karcher and passed unanimously.

**RESOLUTION OF THE FAYETTE COUNTY BOARD OF COMMISSIONERS
EDULOG SOFTWARE FOR CONSULTANT**

Whereas, this Commission from time to time hires consultants including attorneys to perform or assist on projects; and

Whereas, said consultants and attorneys retain files and information after the completion of projects in order to provide future assistance to this Commission; and

Whereas, this Commission has used the consulting services of Dana Pittman over the last three years to analyze school data using the Edulog software; and

Whereas, this Commission has a memorandum of understanding with the Fayette County Board of Education (hereinafter "the Board") regarding the use of the Edulog software wherein this Commission, through its technical agents (consultants), retains "the right to run the Edulog software on a stand-alone computer independent of and not connected to the hardware server" currently in use by the Board and "shall have direct access to Edulog support services"; and

Whereas, the projects assigned to Dana Pittman have been completed but future projects for this Commission or the Board may arise;

NOW, THEREFORE, BE IT RESOLVED, THAT:

This Commission respectfully requests that Dana Pittman retain the Edulog software and data utilized in her analyses on her computer so that she may be able to assist this Commission and/or the Board with any future projects which may arise.

Adopted this 27th day of March, 2012, the public welfare requiring it.

Chairman, Board of Commissioners

ATTESTED:

County Court Clerk

Date

Commissioner Harris moved to allow the Mayor to apply for a \$250,000 energy grant which requires a fifty per cent match. The grant would renovate windows and heat and air in the courthouse offices. The motion was seconded by Commissioner Seals and passed unanimously.

Commissioner Anderson moved that the following "Resolution to Establish a Process of Lien Removal For The Health And Safety Standards Of Residential And Nonresidential Properties Ordinance" be approved. The motion was seconded by Commissioner Howard, and passed unanimously. During discussion Commissioner Anderson asked that the resolution be corrected to read that the lien be "released" rather than "removed".

WHEREAS, Fayette County adopted Regulations Governing The Health and Safety Standards of Residential and Non-residential properties Resolution in April, 2009 and subsequently amended in May, 2009; and

WHEREAS, the resolution allows liens to be placed upon property to collect expenses of the county; and

WHEREAS, The County Attorney has requested a process to allow expedient release of the lien once it is satisfied;

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Fayette County that liens placed on property as a result of the County's "RESOLUTION ADOPTING REGULATIONS GOVERNING THE HEALTH AND SAFETY STANDARDS OF RESIDENTIAL AND NON-RESIDENTIAL PROPERTIES" shall be released by the County Mayor once the County Attorney has given his recommendation to do so.

Adopted this 27th day of March, 2012.

Commissioner Anderson moved that the following "Resolution Authorizing The Sale By The County Mayor and Providing The Details Of Not To Exceed \$855,000 General Obligation Capital Outlay Notes And Providing For The Levy Of Ad Valorem Taxes In Outlay Notes And Providing For The Levy Of Ad Valorem Taxes In Connection Therewith" be approved. The interest rate will be 1.72 per cent from the Bank of Fayette County. The motion was seconded by Commissioner Kelley and passed on a roll call vote as follows:

Voting "YES" Commissioners: Ed Allen, Joann Allen; Anderson, Brewer, Cox, Dowdle, German, Harris, Howard, Karcher, Kelley, Leggett, Lillard, Logan, Oglesby, Wilson, and Watkins (17)

Commissioner Reeves abstained, citing that he is an employee of the Bank of Fayette County. Commissioner Seals abstained, citing that he is an employee of the Board of Public Works.

RESOLUTION AUTHORIZING THE SALE BY THE COUNTY MAYOR AND PROVIDING
THE DETAILS OF NOT TO EXCEED \$855,000 GENERAL OBLIGATION CAPITAL
OUTLAY NOTES AND PROVIDING FOR THE LEVY OF AD VALOREM TAXES IN
CONNECTION THEREWITH.

WHEREAS, the Board of County Commissioners (the "Governing Body") of Fayette County, Tennessee (the "Issuer") has determined that it is necessary to make certain capital expenditures in connection with public works projects as described in Section 9-21-105 of the Tennessee Code Annotated, as amended, including but not limited to the acquisition of equipment for the highway department and the construction of a new bridge on Belle Meade Drive over a branch of Cypress Creek, including the acquisition of all real and personal property in connection therewith (the "Project"); and

WHEREAS, the Issuer is authorized by Sections 9-21-101 *et seq.* of the Tennessee Code Annotated to issue capital outlay notes for such purposes; and

WHEREAS, the Issuer proposes to issue not to exceed \$855,000 General Obligation Capital Outlay Notes, Series 2012 (the "Notes") pursuant to authority of Sections 9-21-101 *et seq.* of the Tennessee Code Annotated, as amended, to provide financing for the Project; and

WHEREAS, it is appropriate for this Board to provide the details of the Notes and the pledge of revenues thereto at this time.

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

SECTION 1. In order to provide financing for capital expenditures in connection with public works projects as described in Section 9-21-105 of the Tennessee Code Annotated, as amended, including but not limited to the acquisition of equipment for the highway department and the construction of a new bridge on Belle Meade Drive over a branch of Cypress Creek, including the acquisition of all real and personal property in connection therewith (the "Project"),

the Issuer shall borrow a sum not exceeding \$855,000, and General Obligation Capital Outlay Notes, Series 2012 of the Issuer in the principal amount borrowed shall be issued pursuant to Sections 9-21-101 et seq., inclusive, of the Tennessee Code Annotated as amended. It is hereby found and determined by the Governing Body that (a) the Project is necessary and in the best interests of the Citizens of the Issuer, (b) the issuance of the Notes as soon as practicable is in the best interests of the Issuer, and (c) the Issuer will be able to amortize the Notes and all other indebtedness now outstanding and any indebtedness anticipated to be issued by the Issuer.

SECTION 2. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

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

(b) "Governing Body" shall mean the Board of County Commissioners of the Issuer;

(c) "Issuer" shall mean Fayette County, Tennessee;

(d) "Mayor" or "County Mayor" shall mean the duly elected County Mayor of the Issuer from time to time.

(e) "Note Registrar" shall mean the County Clerk.

(f) "Notes" shall mean the General Obligation Capital Outlay Notes, Series 2012, of the Issuer, in an aggregate amount not to exceed the principal amount specified in Section 1, to be dated as of their date of issuance or as otherwise permitted pursuant to Section 8, authorized to be issued by this resolution;

(j) "Project" shall mean (i) capital expenditures in connection with public works projects as described in Section 9-21-105 of the Tennessee Code Annotated, as amended, including but not limited to the acquisition of equipment for the highway department and the

construction of a new bridge on Belle Meade Drive over a branch of Cypress Creek, including the acquisition of all real and personal property in connection therewith; and (ii) the payment of legal, fiscal, engineering and administrative costs incident to the foregoing and to the issuance of the Notes.

SECTION 3. The Mayor is hereby authorized and directed to determine the principal amount of the Notes not to exceed the principal amount specified in Section 1 to be actually issued (which may be in one or more emissions) and to effect adjustments in the date of maturity and optional redemption provisions set forth herein as authorized in Section 8. The determinations made by the Mayor, as described above, and the finalization of the details of the Notes and sale of the Notes to the purchaser by the Mayor shall be binding on the Issuer and no further action by the Governing Body with respect thereto shall be required.

Prior to the sale of the Notes, the Issuer shall submit a copy of this resolution authorizing the Notes to the Office of State and Local Finance for approval together with any additional information required. In its request for approval, the Issuer shall state and demonstrate that the proposed sale is feasible, is in the best interests of the Issuer and is in compliance with the County's debt management policy, and that the Issuer should be able to amortize the Notes and all other indebtedness now outstanding and any indebtedness anticipated to be issued.

SECTION 4. The Mayor is hereby authorized and directed to contact at least three (3) financial institutions located in the State of Tennessee, as determined by the Mayor, and ask them to provide a rate or rates of interest for the term or terms of the Notes, and the Mayor is further authorized and directed to finalize a sale of the Notes by private negotiated sale to the financial institution that he believes in his discretion has provided the most favorable proposal as to such rate or rates.

SECTION 5. The Mayor is hereby authorized and directed to provide appropriate financial information to the proposed note purchasers, provided, however, that no official statement shall be required in connection with the sale of the Notes to one or more banks or financial institutions that execute appropriate investment letters in connection with such purchase.

SECTION 6. The Mayor is hereby authorized and directed to sell General Obligation Capital Outlay Notes, Series 2012, to determine the principal amounts of the Notes not to exceed the amounts specified in Section 1 to be actually issued (which may be in one or more emissions), to effect adjustments in the maturity schedules and optional redemption provisions set forth herein as authorized in Section 8, and to sell the Notes at not less than ninety-nine percent (99%) of the par value. The determinations by the Mayor, as described above, and the sale of the Notes by the Mayor shall be binding on the Issuer and no further action by the Governing Body with respect thereto shall be required.

After the issuance and sale of the Notes and for each year that any of the Notes are outstanding, the Issuer shall submit its annual budget to the Office of State and Local Finance for approval immediately upon the Issuer's adoption of the budget.

SECTION 7. Subject to the adjustments permitted pursuant to Section 6, the Notes shall be designated "General Obligation Capital Outlay Notes, Series 2012," shall be dated as of their date of issuance, shall be numbered from 1 upward and shall be of any denomination, including but not limited to a single note with principal retirement provisions or notes which mature in accordance with the following principal retirement schedule or as otherwise determined by the Mayor:

<u>Year</u>	<u>Principal Amount</u>
2013	\$ 95,000.00
2014	95,000.00
2015	665,000.00
TOTAL	\$855,000.00

SECTION 8. The Notes shall bear interest, payable not less than annually, as determined by the Mayor, at the rates per annum approved by the Mayor, not to exceed five percent (5.0%) per annum, shall mature not later than three (3) years from the date of issuance, and shall be repaid in substantially equal installments of principal, as determined by the Mayor based upon a nine (9) year amortization with a payment of the balance of all outstanding principal plus accrued interest or on before three (3) years from the date of issuance.

The Notes shall be subject to option of prior redemption at par at any time, provided that the Mayor may make changes in the maturity date and optional redemption provisions as he deems advantageous to the Issuer.

The term of the Notes will not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be at least twelve (12) years.

SECTION 9. The County Clerk shall be the initial note registrar (the "Note Registrar") with respect to the Notes and shall maintain Note registration records with respect to the Notes, to authenticate and deliver the Notes as provided herein, either at original issuance or upon transfer, to effect transfers of the Notes, and to cancel and destroy Notes which have been paid at maturity or upon earlier redemption or submitted for exchange, transfer or cancellation and to furnish the Issuer with a certificate of destruction. The Note Registrar shall maintain registration books for the registration and registration of transfer of the Notes, which books shall be kept in a

manner that complies with the requirements of Section 149 of the Internal Revenue Code of 1986, as amended, and Regulations thereunder (or under corresponding provisions of prior law, if applicable) for recordkeeping relating to "registration-required bonds" and in accordance with the Tennessee Public Obligations Registration Act (T.C.A. §9-19-101 et seq., as amended).

SECTION 10. The Notes shall be payable, both principal and interest, in lawful money of the United States of America at a financial institution designated by the Noteholder in the State of Tennessee. Payment of principal of and premium, if any, and interest on the Notes shall be made upon presentation and surrender of such Notes to the Note Registrar at maturity or upon earlier redemption.

The Notes are transferrable only by presentation to the Note Registrar by the registered owner, or his legal representative duly authorized in writing, of the registered Note(s) to be transferred with the form of assignment on the reverse side thereof (or attached thereto) completed in full and signed with the name of the registered owner as it appears upon the face of the Note(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Note(s) in such form and with such documentation, if any, the Note Registrar shall issue a new Note or Notes to the assignee(s) in such authorized denominations, as requested by the registered owner requesting transfer. No charge shall be made to any registered owner for the privilege of transferring any Note, provided that any transfer tax relating to such transaction shall be paid by the owner requesting transfer. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Issuer nor the Note Registrar shall be affected by any notice to the contrary, including, but not limited to, any previous transfer request not accompanied by acceptable documentation.

The Notes shall be signed by the County Mayor with his manual or facsimile signature, shall be attested by the County Clerk by his or her manual or facsimile signature, and shall have imprinted or impressed thereon the official seal of the Issuer (or a facsimile thereof).

The Note Registrar is hereby authorized to authenticate and deliver the Notes from time to time to the original purchasers thereof or as it or they may designate upon receipt by the Issuer of the proceeds of the sale thereof, together with any necessary documentation, and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Note(s) to be transferred in proper form with proper documentation as hereinabove described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of an officer thereof on the certificate set forth herein on the Note form.

In case any Note shall become mutilated, or be lost, stolen, or destroyed, the Issuer, in its discretion, shall issue, and the Note Registrar shall authenticate and deliver a new Note of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Note, or in lieu of and substitution for such lost, stolen or destroyed Note, or if any such Note shall have matured or shall be about to mature, instead of issuing a substituted Note the Issuer may pay or authorize payment of such Note without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Issuer and the Note Registrar of the destruction, theft or loss of such Note, and indemnity satisfactory to the Issuer and the Note Registrar, and the Issuer may charge the applicant for the issue of such new Note an amount sufficient to reimburse the Issuer for the expense incurred by it in the issue thereof.

No charge shall be made to any registered owner for the privilege of transferring any Note, provided that any transfer tax relating to such transaction shall be paid by the registered

owner requesting transfer. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Issuer nor the Note Registrar shall be affected by any notice to the contrary whether or not any payments due on the Notes shall be overdue. The Notes, upon surrender to the Note Registrar, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in any authorized denomination or denominations.

SECTION 11. The Notes shall be in substantially the following form with appropriate adjustments:

(Form of Note)

REGISTERED

REGISTERED

Number _____

\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE

FAYETTE COUNTY
GENERAL OBLIGATION CAPITAL OUTLAY NOTE, SERIES 2012

Interest Rate: _____ Maturity Date: _____ Date of Note: _____, 2012

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That Fayette County in the State of Tennessee (the "Issuer"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest [which may be computed on the basis of a 360-day year of twelve 30-day months] on said principal amount at the annual rate of interest

hereinabove set forth from the date hereof until said maturity date or redemption date, said principal and interest being payable on _____ and annually thereafter until this Note matures or is redeemed. The Issuer shall make principal payments as follows:

<u>Year</u>	<u>Principal Amount</u>
_____, 2013	\$ 95,000.00
_____, 2014	95,000.00
_____, 2015	665,000.00
TOTAL	\$855,000.00

This Note represents a straight line of credit in an authorized principal amount not-to-exceed \$855,000. Once the total amount has been advanced, the Issuer is not entitled to further loan advances. Advances under this Note shall be requested in writing by the Mayor and all such requests for advances shall be made on or before June 30, 2013. The unpaid balance owing on this Note may be evidenced by endorsements on this Note or by the Registered Owner's internal records, including daily computer printouts.

Both principal hereof and interest hereon are payable in lawful money of the United States of America. The Issuer shall make all principal and interest payments with respect to this Note directly to the registered owner hereof shown on the Note registration records maintained by the County Clerk, as Note Registrar (the "Note Registrar"), and at final payment or maturity upon presentation and surrender of this Note, and such payment shall discharge the obligations of the Issuer to the extent of the payments so made.

At the option of the Issuer, this Note may be prepaid and retired by the Issuer at any time with or without notice by paying the principal amount hereof and accrued interest to the date of such payment and without the payment of any premium, and upon such payment the Registered Owner shall surrender this Note for cancellation.

This Note is transferable by the registered owner hereof in person or by such owner's legal representative duly authorized in writing at the office of the Note Registrar, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Issuer nor the Note Registrar shall be affected by any notice to the contrary whether or not any payments due on the Note shall be overdue. Notes, upon surrender to the Note Registrar, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Note Registrar shall not be required to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor during a period following the receipt of instructions from the Issuer to call such Note for redemption.

This Note is one of a series of Notes, all of like date, tenor and effect, except as to number, rate of interest and date of maturity, in an aggregate principal amount of \$855,000 issued for the purpose of providing funds to finance (i) capital expenditures in connection with public works projects as described in Section 9-21-105 of the Tennessee Code Annotated, as amended, including but not limited to the acquisition of equipment for the highway department and the construction of a new bridge on Belle Meade Drive over a branch of Cypress Creek, including the acquisition of all real and personal property in connection therewith; and (ii) the payment of legal, fiscal, and administrative costs incident to the foregoing and to the issuance of

Notes, and is issued under and pursuant to and in full compliance with the Constitution and statutes of the State of Tennessee, including Tennessee Code Annotated, Sections 9-21-101 *et seq.*, inclusive, and pursuant to a Resolution duly adopted by the Board of County Commissioners of Fayette County, Tennessee, on March 27, 2012. It is hereby certified, recited and declared that all acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Note, in order to make the same a legal, valid and binding obligation of Fayette County, Tennessee, have happened, do exist and have been performed in regular and due time, form and manner as required by law; that due provision has been made for the levy and collection of a direct annual tax, as may be found necessary each year, upon all taxable property within Fayette County, Tennessee, sufficient to pay the principal hereof and interest hereon as the same become due and payable; that for the prompt payment of principal and interest on this Note, the full faith and credit of the Issuer are hereby irrevocably pledged and that this Note and the issue of which it forms a part, together with all other indebtedness of the Fayette County, Tennessee, do not exceed any applicable Constitutional or statutory debt limit.

This Note and the income herefrom are exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, transfer and estate taxes and except Tennessee franchise, excise and corporate privilege taxes applicable to certain holders.

If applicable, the following shall be included:

[This Note is a "qualified tax-exempt obligation" designated by the Issuer for purposes of Section 265(b) (3) (B) of the Internal Revenue Code of 1986, as amended.]

IN WITNESS WHEREOF, Fayette County, Tennessee, through its Board of County Commissioners, has caused this Note to be signed by its Mayor by his manual or facsimile signature and countersigned by the manual or facsimile signature of its County Clerk under the

impressed or imprinted seal (or a facsimile thereof) of the Issuer all as of the ____ day of _____, 2012.

COUNTERSIGNED: FAYETTE COUNTY, TENNESSEE

(SEAL)

County Clerk

County Mayor

Transferable at the office of
the Fayette County Clerk

Date of Registration: _____, 2012

This Note is one of the issue of Notes issued pursuant to the Resolution hereinabove described.

Sue Culver
Fayette County Clerk

(Form of Assignment)

For value received, the undersigned hereby sells, assigns and transfers unto _____ whose address is _____

[_____ (please insert social security number or tax identification number)], the within mentioned Note and hereby irrevocably constitutes and appoints the Fayette County Clerk, as Note Registrar, to transfer the same on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Registered Owner

Signature Guaranteed:

Notice: The signature must correspond with the name of the registered owner

as it appears on the face of the within note
in every particular, without alteration or
enlargement or any change whatsoever.

Notice: Signature(s) must be guaranteed
by a member firm of a Medallion Program
acceptable to the Note Registrar.

(No writing in this blank except by the Registrar)

Date of Registration	In Whose Name Registered	Signature of Registrar

SECTION 12. When the Notes hereby authorized are issued, the same shall be the absolute and general obligations of Fayette County, Tennessee, to the payment of which the full faith, credit and resources of Fayette County, Tennessee, are hereby irrevocably pledged, and in order to provide for the payment of the Notes and the interest thereon, there shall be and there is hereby directed to be levied and collected, at the same time and in the same manner as other taxes of Fayette County, Tennessee, are levied and collected, a direct, continuing annual tax

upon all taxable property within the boundaries of Fayette County, Tennessee, in such amount as may be found necessary each year to provide for the payment of the principal of the Notes and the interest thereon, as the same mature and become due.

It shall be the duty of the tax-levying and collecting authorities of Fayette County, Tennessee, in each year while any of the Notes issued hereunder shall remain outstanding and unpaid, without any further direction or authority to levy and collect the taxes herein provided for, and the rate of taxation to be levied in each year shall be sufficient, after making allowance for delinquencies in the payment of taxes and the cost of collection, to provide the sums required in each year for the payment of the principal and the interest on the Notes. Should there be a failure in any year to comply with the requirements of this Section, such failure shall not impair the right of the holders of any of the Notes in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Notes herein authorized to be issued, both as to principal and interest. Principal and interest falling due at any time when there are insufficient funds on hand shall be paid from the current funds of the Issuer and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of direct appropriations from the general funds of the Issuer to the payment of debt service on the Notes.

SECTION 13. Remedies of Noteholders. Except as herein expressly limited, the registered owners of the Notes shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Tennessee and of the United States of America for the enforcement of payment of such Notes and the interest thereon and of the pledge of the revenues made hereunder and of the covenants of the Issuer hereunder,

including all the benefits and rights granted by Sections 9-21-101 et seq. of the Tennessee Code Annotated.

SECTION 14. From the proceeds of the sale of the Notes, accrued interest (if any) shall be deposited to the Note Fund of the Issuer and used to pay interest on the Notes at maturity.

From the remaining proceeds, all costs of issuance and sale of the Notes, including necessary legal, accounting, fiscal, printing, and similar expenses shall be paid or provided for.

The balance of the proceeds from the sale of the Notes shall be deposited with the County Trustee and shall be kept separate and apart from all other funds of the Issuer in a special fund hereby designated as the "Fayette County, Tennessee, 2012 Capital Projects Fund," (the "Capital Projects Fund") which shall be applied exclusively to pay (i) capital expenditures in connection with public works projects as described in Section 9-21-105 of the Tennessee Code Annotated, as amended, including but not limited to the acquisition of equipment for the highway department and the construction of a new bridge on Belle Meade Drive over a branch of Cypress Creek, including the acquisition of all real and personal property in connection therewith; and (ii) legal, fiscal, and administrative costs incident to the foregoing; and it shall be used for no other purposes. Any Note funds not put to immediate use shall be deposited at interest by the County Trustee until needed. The interest arising therefrom shall be used only towards retiring the Notes or may be added to Note proceeds and used for the same purposes. Money in the Capital Projects Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in the Capital Projects Fund.

SECTION 15. The Issuer recognizes that the purchasers and holders of the Notes will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is exempt from federal income taxation under laws in force on the date of delivery of the Notes. In this connection, the Issuer agrees that it shall take no action which may render the interest on any of said Notes subject to federal income taxation and agrees to take all action as may be necessary to comply with the provisions of the Code and regulations thereunder in order to maintain or assure the tax exempt status of the Notes. It is the reasonable expectation of the Governing Body of the Issuer that the proceeds of the Notes will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code, including any lawful regulations promulgated or proposed thereunder (or under corresponding provisions of prior law, if applicable), and to this end the said proceeds of the Notes and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The County Mayor, County Clerk and County Trustee or any of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Notes as they shall deem appropriate, and such certifications shall constitute representations and certifications of the Issuer.

SECTION 16. If applicable, the Issuer authorizes the County Mayor to designate the Notes as "qualified tax-exempt obligations" for purposes of Section 265(b) (3) (B) of the Code and, if applicable, to covenant that the Notes do not constitute private activity bonds as defined in Section 141 of the Code, and that not more than \$10,000,000 aggregate principal of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income taxes (excluding, however, private activity bonds as defined in Section 141 of the Code and further excluding bonds issued to refund, other than to advance

refund, other bonds to the extent the amount of the refunding bonds do not exceed the outstanding amount of the refunded bonds), including the Notes, have been or are reasonably expected to be issued by the Issuer, including all subordinate entities of the Issuer, during the calendar year 2012.

SECTION 17. If the Issuer shall pay and discharge the indebtedness evidenced by any of the Notes in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the County Trustee, to pay the principal of and interest on such Notes as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or bank whose deposits are insured by the Federal Deposit Insurance Corporation and which has trust powers (as "Agent"), in trust, on or before the date of maturity or redemption, sufficient money or Obligations of the United States of America, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Notes and to pay premium, if any, and interest thereon when due until the maturity or redemption date (provided, if such Notes are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice) and if the Issuer shall, also pay or cause to be paid all other sums payable hereunder by the Issuer with respect to such Notes, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Noteholders for the payment of principal of and interest and redemption premiums, if any, on such Notes when due; or

(c) By delivering such Notes to the Note Registrar, for cancellation by it; then and in that case the indebtedness evidenced by such Notes shall be discharged and satisfied and all

covenants, agreements and obligations of the Issuer to the owners of such cease, terminate and become void.

If the Issuer shall pay and discharge the indebtedness evidenced by any of the Notes in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Obligations of the United States of America deposited as aforesaid.

Except as otherwise provided in this Section 17, neither the Obligations of the United States of America nor moneys deposited with the County Trustee or Agent pursuant to this Section nor principal or interest payments on any such Obligations of the United States of America shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and premium, if any, and interest on said Notes; provided, that any cash received from such principal or interest payments on such Obligations of the United States of America deposited with the County Trustee or Agent, (A) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Obligations of the United States of America maturing at times and in amounts sufficient to pay when due the principal and premiums, if any, and interest to become due on said Notes on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Issuer, as received by the County Trustee or Agent.

SECTION 18. This Resolution also establishes the official intent of the Issuer to finance costs of the Project by the issuance of the Notes and to reimburse the Issuer for capital expenditures made by the Issuer with respect to the Project from other sources prior to the

issuance of the Notes, including any such expenditures made up to sixty (60) days prior to the adoption of this Resolution.

SECTION 19. The provisions of this Resolution shall constitute a contract between the Issuer and the registered owners of the Notes, and after the issuance of the Notes, no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner until such time as the Notes and interest due thereon shall have been paid in full except such changes as shall be required to assure the validity and/or tax exempt status of the Notes.

SECTION 20. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall remain in full force and effect, it being expressly hereby found and declared that the remainder of the Resolution would have been adopted by this Governing Body despite the invalidity of such section, paragraph, clause or provision.

SECTION 21. All orders or resolutions in conflict herewith be and the same are hereby repealed insofar as such conflict exists.

SECTION 22. This resolution shall take effect from and after its approval, the general welfare of Fayette County requiring it.

Passed and approved March 27, 2012.

(SEAL)

County Mayor

ATTEST:

County Clerk

(Other Business)

Upon motion duly made and seconded, the Board adjourned.

(SEAL)

ATTEST:

County Mayor

County Clerk

STATE OF TENNESSEE

COUNTY OF FAYETTE

I, Sue Culver, hereby certify that I am the duly elected and qualified County Clerk of Fayette County, Tennessee, and as such official I further certify that attached hereto is a true and correct copy of excerpts to be included in the minutes of the meeting of the Board of County Commissioners of Fayette County held on March 27, 2012, insofar as same pertains to the proceedings in connection with the issuance of not to exceed \$855,000 General Obligation Capital Outlay Notes, Series 2012 of said County.

WITNESS my signature and official seal this the _____ day of March, 2012.

Sue Culver, County Clerk
Fayette County, Tennessee

(SEAL)

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:
 Name Fayette County, Tennessee
 Address 13095 North Main Street
Somerville, TN 38068

2. Debt Obligation:

<input type="checkbox"/>	a. Bond
<input checked="" type="checkbox"/>	b. CON
<input type="checkbox"/>	c. BAN
<input type="checkbox"/>	d. GAN
<input type="checkbox"/>	e. TRAN
<input type="checkbox"/>	f. CRAN
<input type="checkbox"/>	g. Capital Lease
<input type="checkbox"/>	h. Loan Agreement

Note: Enclose a copy of the excused NOTE FORM if applicable.

5. Face Amount of Debt Obligation: \$855,000
 Premium/Discount: _____

6. Type of Sale:

<input type="checkbox"/>	a. Competitive Public Sale
<input checked="" type="checkbox"/>	b. Informal Bid
<input type="checkbox"/>	c. Negotiated Sale
<input type="checkbox"/>	d. Loan Program

3. Security For Debt Obligation:

<input checked="" type="checkbox"/>	a. General Obligation
<input type="checkbox"/>	b. General Obligation+Revenue+Tax
<input type="checkbox"/>	c. Revenue
<input type="checkbox"/>	d. TIF
<input type="checkbox"/>	e. Annual Appropriations

7. Tax Status:

<input checked="" type="checkbox"/>	a. Tax Exempt
<input type="checkbox"/>	b. Tax Exempt - Bank Qualified
<input type="checkbox"/>	c. Taxable

8. Dated Date: _____

4. Purpose of Issue:

<input type="checkbox"/>	a. General Government	_____ %
<input type="checkbox"/>	b. Education	_____ %
<input checked="" type="checkbox"/>	c. Highways and Streets	<u>100</u> %
<input type="checkbox"/>	d. Public Safety	_____ %
<input type="checkbox"/>	e. Solid Waste Disposal	_____ %
<input type="checkbox"/>	f. Industrial Park	_____ %
<input type="checkbox"/>	g. Manufacturing Facilities	_____ %
<input type="checkbox"/>	h. Health Facilities	_____ %
<input type="checkbox"/>	i. Airports	_____ %
<input type="checkbox"/>	j. Utilities	_____ %
<input type="checkbox"/>	i. Water	_____ %
<input type="checkbox"/>	ii. Sewer	_____ %
<input type="checkbox"/>	iii. Electric	_____ %
<input type="checkbox"/>	iv. Gas	_____ %
<input type="checkbox"/>	k. Refunding or Renewal	_____ %
<input type="checkbox"/>	l. Other _____	_____ %

9. Issue Date (Closing Date): _____

10. Ratings:

a. Moody's	_____
b. Standard & Poor's	_____
c. Fitch	_____
d. Unrated	<u>X</u>

11. Interest Cost:
1.725 %

<input type="checkbox"/>	a. TIC
<input type="checkbox"/>	b. NIC
<input type="checkbox"/>	c. Variable: Index _____ plus _____ bps
<input checked="" type="checkbox"/>	d. Other _____

12. Recurring Costs:

a. Remarketing Agent (bps)	_____
b. Liquidity (bps)	_____
c. Credit Enhancements (bps)	_____

13. Maturity Dates, Amounts and Interest Rates

Year	Amount	Interest Rate
2013	\$ 95,000	1.725 %
2014	\$ 95,000	1.725 %
2015	\$665,000	1.725 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Year	Amount	Interest Rate
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

If additional space is needed, attach additional sheet.

14. Repayment Schedule

Year	This Issue		Total Debt Outstanding	
	Cum. Principal Redeemed	% Total	Cum. Principal Redeemed	% Total
1	\$95,000	11.1%		
5	\$760,000	88.9%		
10				
15				
20				
25				
30				

17. Description of Compliance with Written Debt Management Policy:
(Use additional pages if necessary)

Debt is authorized by resolution of Board of Commissioners

Term of Note does not exceed useful life of improvements.

Principal amortization based upon level principal amortization over nine years but with a final maturity three years from date of issuance. County expects to be able to retire the indebtedness within three years.

Debt is prepayable at any time without premium or penalty.

Interest rate is a fixed rate.

Debt was offered to local banks and negotiated with bank providing most favorable proposal.

18. (If any) Description of Derivative and Compliance with Written Derivative Management Policy:
(Use additional pages if necessary)

N/A

19.

Authorized Representative _____	Preparer _____
Title _____	Title _____
Date _____	Firm _____
Email _____	Date _____
	Email _____

20.
Submitted to Governing Body on _____ and presented at its public meeting held on 3/27/2012

COPY TO: Director - Office of State and Local Finance, 505 Deaderick Street, Suite 1600,
James K. Polk State Office Building, Nashville TN 37243-1402

Chairman Taylor introduced the following "Temporary Use Easement", an agreement between Dorothy Gervasi, Salvador Gervasi and Fayette County. This is basically an agreement to put everything back the way it was after the County used property owned by the Gervasis as public access to Bell Meade Drive when the flood washed out the culvert on December 5, 2011.

Commissioner Anderson moved for approval. The motion was seconded by Commissioner Leggett and passed unanimously.

TEMPORARY USE EASEMENT

PROJECT: Belle Meade Drive Temporary Emergency Road	COUNTY: FAYETTE	PROPERTY ASSESSOR MAP: 105 PARCEL: 116.02
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KNOW ALL MEN BY THESE PRESENTS, THAT I,

DOROTHY GERVASI
SALVADOR GERVASI

have bargained and agree by these presents to transfer and convey unto Fayette County the land rights under the terms described herein and more particularly described as follows:

A temporary road easement for use by the public while a crossing was constructed on Belle Meade Drive over Cypress Creek to replace the crossing which was extensively damaged on December 5, 2011 by flooding waters was given to Fayette County Public Works and is acknowledged by this agreement. This easement followed an existing driveway from the south end of the property to Belle Meade Drive. The permission for use of this easement for public crossing ended on January 19, 2012. This easement was used for public access to Belle Meade Drive.

The following agreements are made by owner, Dorothy Gervasi, Salvador Gervasi and Fayette County:

1. Any damage to the existing driveway, such as ruts, ditches, or holes that were caused by the traffic on the road during the use of the easement, or the construction of the road will be repaired to original, or better, condition.
2. Fayette County shall repair/replace damages to landowner's property that occurred during the construction of the temporary road or the use of the temporary easement by the public. Such damages include gates, fencing, barns, waterlines, electrical lines, equipment and other similar property. The owner shall email the County Mayor and Fayette County Public Works with notice of damage. Fayette County Public Works shall contact owner within 5 business days to coordinate the repair of damages. The landowner will be contacted by the designated County representative prior to the commencement of any repairs. Landowner will cooperate with the representative on timing of repairs and will be allowed to have input on individual repairs.
3. The contact person for Fayette County will be Fayette County Public Works Supervisor Terry Doyle. Mr. Doyle is an employee of Fayette County Public Works and can be contacted at the Fayette County Public Works main office. He will coordinate the work to be done with the Landowner and supervise its progress. In the event that Terry Doyle is not able for reasons of health or employment status to oversee this agreement, then Jim Smith, Fayette County Superintendent, shall oversee this and be the contact person.

4. FAYETTE COUNTY and its authorized agents are granted full access rights to said temporary easement for the duration of this agreement.
5. FAYETTE COUNTY agrees to hold harmless and indemnify the property owner(s) against any and all claims, lawsuits, or grievances that may arise out of the granting of this temporary easement, or are in anyway related to the activities conducted by Fayette County on the subject easement property.
6. PROPERTY OWNER agrees to recognize that the United States of America and the State of Tennessee are not a party to this agreement.
7. This instrument reflects the entire agreement between Dorothy Gervasi and Salvador Gervasi. The grantors and Fayette County, Tennessee, the grantee herein and no statement, promises or inducements made by Grantee or any agent of Grantee that are not contained herein should be valid or binding.

AGREEMENT UNDERSTOOD BY GRANTEE: Grantors have carefully read the foregoing temporary easement and hereby acknowledge that they know the contents thereof and that they have had the opportunity to consult with legal counsel.

The temporary easement shall inure to the benefit of Fayette County, Tennessee its citizens, agents and legal representatives. It shall bind Grantors, Dorothy Gervasi and Salvador Gervasi, their heirs, assigns and grantees and/or legal representatives.

Compensation: the total compensation for grantors under this temporary easement is set forth in writing in this instrument. This constitutes the total consideration due to Grantors who hereby acknowledge receipt of One (\$1.00) Dollar cash in hand paid plus other good and valuable consideration plus the mutual covenants set forth herein receipt of which is hereby acknowledged by Grantors.

THIS CONVEYANCE is made in good faith and by mutual agreement.

WITNESS MY/OUR HAND (S). THIS _____ DAY OF MARCH, 2012.

Dorothy Gervasi

STATE OF TENNESSEE
COUNTY OF FAYETTE

On this the _____ day of March, 2012, before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

THIS CONVEYANCE is made in good faith and by mutual agreement.

WITNESS MY/OUR HAND (S), THIS _____ DAY OF MARCH, 2012,

Salvador Gervasi

STATE OF TENNESSEE
COUNTY OF FAYETTE

On this the ____ day of March, 2012, before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

THIS CONVEYANCE is made in good faith and by mutual agreement.

WITNESS MY/OUR HAND (S), THIS _____ DAY OF MARCH, 2012,

Jim Smith
Fayette County Public Works Superintendent

Page 3 of 4

STATE OF TENNESSEE
COUNTY OF FAYETTE

On this the ____ day of March, 2012, before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that the executed the same as his free act and deed.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

THIS CONVEYANCE is made in good faith and by mutual agreement.

WITNESS MY/OUR HAND (S), THIS _____ DAY OF MARCH, 2012.

Rhea Taylor
Fayette County Mayor

STATE OF TENNESSEE
COUNTY OF FAYETTE

On this the ____ day of March, 2012, before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that the executed the same as his free act and deed.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

With no further business before the Board, the meeting was adjourned.

-
Rhea Taylor, Mayor

ATTEST;

Sue W. Culver, County Clerk