

FAYETTE COUNTY LEGISLATIVE BODY

MARCH 25, 2014

BE IT REMEMBERED that the Fayette County Legislative Body met in regular session at the Bill G. Kelley Criminal Justice Complex in Somerville, Tennessee, on the 25th day of March, 2014. 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, Charles “Chuck” Dacus, Lee “Sissy” Dowdle, Willie German, Jr., Reggie Howard, Judy Karcher, Bill Kelley, Terry Leggett, David Lillard, Sylvester Logan, Claude Oglesby, Steve Reeves, Ray Seals, Larry Watkins, and Myles Wilson.

A quorum was declared with 19 Commissioners present.

The floor was opened to the public for comments on non-agenda items. Addressing the Board with concerns about equal opportunity and fair housing was Hattie Williams of 1130 Leach.Dr., Somerville, Tn. 38068.

Commissioner Wilson moved that the minutes from February 25, 2014 be approved. The motion was seconded by Commissioner Seals and passed unanimously.

John Pitner, Director of Planning and Development, introduced two requests for rezoning. The first was for a property owned by Connie Wright which is now zoned R-1 (Rural Residential), and the request was to rezone that property to R-6 (Urban Services Residential). The recommendation from the Planning Commission is favorable for this rezoning. The floor was opened for public hearing, and with no one speaking “for” or “against” the rezoning, the floor was closed. Commissioner Wilson then moved that the request be approved. The motion was seconded by Commissioner Dowdle and passed unanimously as follows:

RESOLUTION

A RESOLUTION TO AMEND THE FAYETTE COUNTY ZONING MAP TO REZONE FROM R-1 RURAL RESIDENTIAL TO R-6 URBAN SERVICES RESIDENTIAL A CERTAIN TRACT OF LAND LOCATED AT THE SOUTHWEST CORNER OF ROUTE 195 AND CLARK ROAD IN CIVIL DISTRICT NUMBER 1

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 6, 2014, 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 25, 2014, 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 25th DAY OF MARCH, 2014:

SECTION 1. That the following described tract of land of 1.12 acres owned by Connie Wright (Instrument Number 13003073 in the Office of the Fayette County Register) at the southwest corner of Route 195 and Clark Road identified as Parcel 28.00 on Tax Map 97 be rezoned from **R-1 RURAL RESIDENTIAL TO R-6 URBAN SERVICES RESIDENTIAL:**

Description of the Connie Wright and Annie Wright property recorded in Instrument No. 13003073 in the First Civil District, Fayette County, Tennessee:
Beginning at a set cotton picker spindle at the intersection of the west margin of Rhea Drive (State Highway No. 195)(60' Wide) and the south line of the Bernadine H. Humphrey property recorded in Book 263, Page 684; thence southwardly with the west margin of said Rhea Drive (State Highway No. 195) the following calls: south 19 degrees 28 minutes 25 seconds west, 22.45 feet; south 16 degrees 41 minutes 37 seconds west, 50.02 feet; south

13 degrees 58 minutes 43 seconds west, 38.11 feet; south 11 degrees 30 minutes 31 seconds west, 42.10 feet to a found 0.5" iron pipe in the north line of the Classic Hall, LLC property recorded in Instrument No. 07010906, "First Description"; thence north 84 degrees 10 minutes 34 seconds west with the north line of said property recorded in Instrument No. 07010906, "First Description", 337.11 feet to a found wood fence corner in the east line of said property recorded in Instrument No. 07010906, "Second Description"; thence north 07 degrees 33 minutes 11 seconds west with the east line of said property recorded in Instrument No. 07010906, "Second Description", 122.16 feet to a found 1" iron pipe in the south line of said property recorded in Book 263, Page 684; thence south 88 degrees 49 minutes 40 seconds east with the south line of said property recorded in Book 263, Page 684, 390.96 feet to the point of beginning and containing 1.117 acres of land.

SECTION 2. That this Resolution shall become effective the day following its adoption, THE PUBLIC WELFARE REQUIRING IT.

Mr. Pitner also introduced a request to rezone a piece of property owned by New Beginnings Community Church from R-1 Residential to SA-C (Special Activity-Cemetery). The Planning Commission also gave this rezoning a favorable recommendation. The floor was opened for a public hearing on the rezoning, and with no one speaking "For" or "Against" the rezoning, the public hearing was closed. Commissioner Wilson moved to approve the rezoning. The motion was

seconded by Commissioner Brewer, and passed unanimously by the Board as follows:

RESOLUTION

A RESOLUTION TO AMEND THE FAYETTE COUNTY ZONING MAP TO REZONE FROM R-1 RURAL RESIDENTIAL TO SA-C SPECIAL ACTIVITY CEMETERY A CERTAIN TRACT OF LAND LOCATED ON OLD FIFTY-NINE 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 6, 2014, 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 25, 2014, 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 25th DAY OF MARCH, 2014:

SECTION 1. That the following described tract of land of 2.63 acres owned by New Beginning Community Church (Instrument Number 13006665 in the Office of the Fayette County Register) on the west side of Old Fifty-Nine Drive identified as Parcel 48.01 on Tax Map 22 be rezoned from **R-1 RURAL RESIDENTIAL TO SA-C SPECIAL ACTIVITY CEMETERY**:

Beginning at a cotton picker spindle found in the centerline intersection of Old Fifty-Nine Drive and Basswood Drive; thence with new severance line through Albert Lee (Instrument No. 09007831) and generally following the center of a ditch South 69 degrees 51 minutes 42 seconds West 74.38 feet to a point; thence South 84 degrees 21 minutes 28 seconds West 281.42 feet to a point in the east boundary line of Virgie Durham (Deed Book 441, Page 831); thence with the east boundary line of Durham North 03 degrees 35 minutes 47 seconds West 717.99 feet to a cotton picker spindle found in the center of Old Fifty-Nine Drive; thence with centerline of Old Fifty-Nine Drive South 20 degrees 25 minutes 04 seconds East 72.67 feet to a

P.K. nail found; thence South 24 degrees 49 minutes 50 seconds East 81.07 feet to a P.K. nail found; thence South 27 degrees 30 minutes 45 seconds East 57.36 feet to a point; thence South 29 degrees 45 minutes 43 seconds East 190.86 feet to a point; thence South 32 degrees 08 minutes 32 seconds East 101.84 feet to a P.K. nail found; thence South 34 degrees 34 minutes 18 seconds East 104.86 feet to a P.K. nail found; thence South 37 degrees 12 minutes 43 seconds East 166.36 feet to the Point of Beginning and containing 2.63 acres as surveyed by Superior Land Surveying, Inc., "RLS 2148."

SECTION 2. That this Resolution shall become effective the day following its adoption, THE PUBLIC WELFARE REQUIRING IT.

Commissioner Seals moved that the following be approved as Notaries Public: Shannon J. Bing, Ruby L. Brown, Cynthia Hardin, Vickie Howard, Angela L. Jenkins, Linda Jones-Long, Danielle Renee' Redfearn, Belinda N. Webb, and William E. Wright. The motion was seconded by Commissioner Dowdle and passed unanimously.

Commissioner Leggett moved to approve J. Payson Matthews as the Delinquent Tax Attorney to assist in the collection of delinquent property tax and that his fee remain at 10% of the base amount he collects. The motion was seconded by Commissioner Oglesby and passed unanimously by the Board.

The Mayor stated that financial reports are in Commissioner packets and any questions regarding those reports should be directed to the appropriate official.

Chairman Taylor reported for the County Mayors Office stating that there was a Work Force Investment workshop at the Career Center today-I was hoping for a better turn out since we have a 10% unemployment rate in the County. It was published in the paper. We will have to look at better ways to get the work out on these work shops.

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

Commissioner Wilson reported for the Development Committee which met on March 10, 2014. Commissioner Wilson moved that the following Road List from the Board of Public Works be approved. The motion was seconded by Commissioner Brewer and passed unanimously.

10-3-1-2

FAYETTE COUNTY PUBLIC WORKS DEPARTMENT

117 HIAWATHA STREET
P.O. BOX 579
SOMERVILLE, TENNESSEE 38068

901-465-5222
FAX 901-465-9105

HANK FRANCK, Chairman
ANDREW AVERY, Secretary
JIMMY JORDAN

WESLEY PARKS
RUSSELL WICKER
JIM SMITH, Superintendent

Date: March 5, 2014

To: Mayor Taylor, County Commission

From: Jim Smith, Superintendent 

Subject: 2014 County Public Road List

Per T.C.A. 54-10-103 the attached 2014 Fayette County Public Road List and List Changes is submitted for approval.

The 2014 List did not require a revision of the previous year list (2013).

The Public Works Board reviewed the 2014 List at their 03/05/2014 meeting and recommends approval.

FAYETTE COUNTY
 2014 OFFICIAL PUBLIC ROAD LIST
 APPROVED BY COUNTY COMMISSION:

ROAD NAME	LENGTH (MILE)	MAP INDEX
ABBOTT HALL CT.	0.20	B2
AINSLEY MANOR DR.	0.80	B2
AIRPORT RD.	1.08	C4
AKIN RD.	2.50	A4
ALAMO CV.	0.10	E2
ALEXANDER DR.	1.37	B5
ALISHA DR.	0.83	D2
ALLEN RD.	1.92	C4
ALLENBY DR.	0.46	B1
ALVIN DR.	0.18	C4 (INSET 1)
AMES DR.	1.07	D6
AMHERST DR.	0.65	B2
AMESBURY CV.	0.09	C1
ANDERSON RD.	0.75	E3
ANDREW RD.	0.93	A3
ANNISTON CT.	0.09	B2
ANTLER CV.	0.07	C2 (INSET 3)
ARENA RD.	0.66	D3
ARLINGTON CT.	0.29	B2
ARMORY RD.	1.45	B4
ARMOUR DR.	7.55	C5,C6
ASBURY DR.	2.64	C5
ASH CV.	0.04	C2
ASHLEY CV.	0.10	C2 (INSET 3)
ASHLEY DOWNS CT.	0.18	B2
ASTON BROOK CV.	0.26	C1(INSET 5)
ASTON CROSS DR.	0.99	C1(INSET 5)
ASTON HALL DR.	0.29	C1(INSET 5)
ASTON LAKE DR.	0.08	C1(INSET 5)
ASTON MANOR DR.	0.13	C1(INSET 5)
ASTON PARK CV.	0.15	C1(INSET 5)
ASTON PARK DR.	0.41	C1(INSET 5)
ASTOR COURT	0.11	B2
ATTERBURY CV.	0.05	C1,C2
ATTERBURY LN.	0.09	C1,C2
AVEBURY CV.	0.12	C1
BAILEY MEADOW DR.	0.10	B1
BAILEY MORRISON DR.	3.96	B6
BAINBRIDGE CV.	0.09	B1
BALMORAL CT.	0.11	C1 (INSET 5)
BASSWOOD DR.	1.15	A3,A4
BATEMAN RD.	3.55	E4
BEACON LIGHT DR.	1.24	C2
BEASLEY DR.	4.22	E5,E6

ROAD NAME	LENGTH (MILE)	MAP INDEX
BEAVER CREEK DR.	2.79	A1,A2
BEECH LOOP	0.89	C5
BELLE FARMS RD.	0.29	D3
BELL GROVE RD.	2.48	B2,C2
BELL MEADE CV.	0.07	C1
BELL MEADE DR.	1.11	C1
BELMONT RD.	1.49	A3
BEN RD.	0.12	C4 (INSET 1)
BENEFIELD DR.	0.22	D4
BENT CREEK CV.	0.07	C1 (INSET 5)
BENT CREEK DR.	0.21	C1 (INSET 5)
BERNARD DR.	1.45	A3
BETHLEHEM RD.	2.06	E3
BEVERLY CV.	0.11	C1
BIG BELL CV.	0.10	C1
BIG BELL LOOP	1.51	C1
BISHOP DR.	1.09	C6
BLACK OAK CV.	0.11	A1 (INSET 4)
BLACKBERRY DR.	0.40	C1 (INSET 5)
BLAIN RD.	0.65	D2
BLALOCK DR.	3.83	A5,A6
BLUEBERRY CV.	0.03	C1 (INSET 5)
BLUEBERRY RD.	0.15	C1 (INSET 5)
BOB WHITE RD.	0.61	C2,C3 (INSET 3)
BOBBITT RD.	7.34	D3,E3,E4
BONNE TERRE CR.	0.36	C1
BONNE TERRE CV.	0.12	C1
BONNE TERRE DR.	0.34	C1
BONNIE DR.	0.66	C2
BOOTHE RD.	4.75	A5,B5
BOWERS RD.	0.06	C2
BRADEN RD.	5.10	A2,B1,B2
BRADMEADOW LANE	0.53	C3
BRAGG DR.	1.27	C1 (INSET 5)
BRANSTON CV.	0.13	C1 (INSET 5)
BREEZY MEADOWS CV.	0.27	C1
BREWER RD.	1.27	A3,B3
BRIANWOOD LANE	0.27	C3
BRIGHTON CT.	0.11	C1 (INSET 5)
BRITTAN RD.	0.40	B5
BROCKFORD DR.	0.27	C1 (INSET 5)
BROOKLINE CV.	0.10	C6
BUCKINGHAM CT.	0.06	C1 (INSET 5)
BUFORD ELLINGTON RD.	4.49	D6,E6
BURCH DR.	1.43	D3
BURNETT RD.	2.36	C3,D3,D4
BURROW CEMETERY DR.	1.85	A1 (INSET 4)
BURROWTOWN RD.	1.77	A1
CATTLIN DRIVE	0.40	C3

ROAD NAME	LENGTH (MILE)	MAP INDEX
CALDWELL DR.	0.56	A5
CALEB RD.	0.25	C3
CAMDEN CV.	0.06	B1
CANADAVILLE LOOP	4.83	C1,C2,D1,D2
CANDY OWENS RD.	1.85	E4,F4
CANOMERO CV.	0.16	D3
CANONBURY CV.	0.10	C1,C2
CANTEBURY RD.	0.08	D1
CANTERBURY LANE	0.25	C1,C2
CARNEAL RD.	0.51	D4
CAROL DR.	0.13	B1 (INSET 2)
CARRIAGE CV.	0.12	C1(INSET 5)
CARRYBACK CV.	0.26	D3
CASEY DR.	0.90	D2
CASEY JORDAN RD.	0.11	C3
CATALPA DR.	0.70	C1 (INSET 5)
CEDAR DR.	0.13	D1
CEDAR TRACE DR.	0.41	B1
CENTERPOINT DR.	0.76	B1,B2
CENTRAL DR.	0.39	C4 (INSET 1)
CHAPEL RD.	0.88	E3
CHARLOTTE DR.	0.72	C2
CHERRY RD.	1.93	C1 (INSET 5)
CHESHIRE CV.	0.04	C1(INSET 5)
CHESTER RD.	1.45	B5
CHRIS JOE RD.	0.26	C3
CHRISTOPHER RD.	0.21	C3
CHURCHILL DOWNS LOOP	0.91	D3
CIMARRON RD.	0.17	E2
CITATION CV.	0.15	D3
CLARA CV.	0.12	C1
CLARA DR.	1.48	C1
CLARENDON COVE	0.13	C1 (INSET 5)
CLARK RD.	0.46	C4 (INSET 1)
CLAY POND DR.	3.48	C2
CLEAVES LOOP	0.42	C2
CLEMENT CV.	0.21	D3
CLEMENT DR.	1.16	D2,D3
CLOVER LEAF DR.	0.18	B1
COACH TRAIL	0.36	C1 (INSET 5)
COFFEE GAP RD.	1.65	A6
CONEY RD.	0.90	D1
CORBITT RD.	0.57	E5
COTTONWOOD DR.	0.48	C2
COUNTRY CLUB CV.	0.28	C5
COUNTRY CLUB RD.	5.43	C5
COVENTRY CV.	0.04	E1
COWAN LOOP	8.36	C1(INSET 5)
COX RD.	0.50	D5,E4,E5

ROAD NAME	LENGTH (MILE)	MAP INDEX
CRANGLE RD.	0.49	B2
CROOKED CREEK CV.	0.11	C1 (INSET 5)
CROOKED CREEK DR.	0.82	E1
CROSS OAK LANE	0.23	C2
CRYSTAL SPRINGS DR.	1.48	C2
CYPRESS RD.	1.39	C2
DALTON CV.	0.05	C1 (INSET 5)
DANCY RD.	0.92	A3
DAY RD.	0.53	A5
DEE RD.	0.21	B5
DEER CV.	0.11	B4
DELANA DR.	0.14	C2 (INSET 3)
DEMEKA DR.	0.38	C4
DEVONSHIRE CV.	0.07	B1
DEWITT RD.	0.31	E2
DIFFEE RD.	0.92	D4
DILLIARD RD.	0.37	E3
DINK RD.	1.33	B6
DOGWOOD RD.	0.97	C3
DONELSON DR.	4.87	C1,C2 (INSET 5)
DOUGLAS DR.	0.24	D1
DOVE RD.	0.28	E4
DOWDY RD.	3.59	A5,B5
DRIVERS RD.	0.64	A1
DUSCOE RD.	1.50	D4
DUTCH LANE	0.12	D2
EAGLE CV.	0.07	C2
EASTSIDE DR.	3.82	B5,B6
EBENEZER LOOP	6.52	C4,C5,D4,D5
ECOLOGY LOOP	1.43	C2
EDENBERG DR.	0.25	D1
ELLIOTT DR.	0.54	D6
ELM RD.	0.30	C5
EMILY RD.	0.69	C2
EMMA RD.	0.50	C3
EMMA CLAIRE RD.	0.28	C3
ENTERPRISE DR.	0.27	B4
ESTATE DR.	1.20	C1 (INSET 5)
EULA DR.	0.32	E4,E5
EVELYN RD.	0.15	C3
EVENING SHADE CV.	0.19	C1 (INSET 5)
EVERGREEN DR.	0.60	D4
EWELL RD.	2.05	E5
FAIR MEADOW CV.	0.16	C1 (INSET 5)
FAIR MEADOW LN.	0.22	C1 (INSET 5)
FALSTAFF CV.	0.06	B1
FAWN DR.	1.00	C2 (INSET 3)
FAYETTE CORNER DR.	7.35	A5,A6
FEATHERS CHAPEL DR.	11.20	B2,B3,B4,C4

ROAD NAME	LENGTH (MILE)	MAP INDEX
FENDALL DR.	0.30	B4
FERGE DR.	2.19	A5,B5,B6
FERN RD.	0.53	B4
FERTILE VALLEY RD.	1.81	B4
FIELDS DR.	2.37	B1,B2
FINNIE CV.	0.14	C5
FINNIE DR.	1.16	C5
FIRE TOWER RD.	1.60	B5
FISHERVILLE RD.	3.70	D1
FLETA DR.	0.21	B1
FORE DR.	0.14	C2
FOREST DR.	0.33	B2
FOREST EDGE DR.	0.19	C2
FOREST GLADE CV.	0.29	C1
FORTUNE RD.	2.30	D4
FORTY FIVE RD.	0.20	E5
FOWLER DR.	2.77	B3,B4
FRANCIS DR.	1.27	A6
FRANKLIN RD.	2.04	E4,F4
FRAZIER RD.	3.15	E2,F2
FREDONIA RD.	0.42	A3
FREEDOM FARM DR.	0.95	A3
FREELAND RD.	0.72	A6
FRENCHMANS CV.	0.06	C1 (INSET 5)
GALLAWAY DR.	0.43	B1
GARNETT RD.	3.01	A4,B4
GARRET COVE	0.08	C3
GARY CV.	0.51	D5
GATELY RD.	3.85	C5,C6
GATLIN DR.	0.94	E6
GERTRUDE RD.	0.21	E5
GLADE SPRINGS DR.	1.41	B4
GLASTONBURY CV.	0.07	C1
GLENN DR.	0.24	C2
GOOD SPRINGS LOOP	4.10	D3
GOODWYN LOOP	0.48	E4
GORDON DR.	0.29	C3
GRAND BRANCHES DR.	0.29	C2
GRANDBERRY RD.	0.33	D2
GRANT RD.	0.09	C4 (INSET 1)
GREAT OAKS DR.	0.80	C1
GREEN DR.	1.12	C5
GREEN MEADOW CV.	0.11	C3
GREENBRIER RD.	0.84	C1 (INSET 5)
GRIMES DR.	0.62	B1
GROVE RD.	0.34	D1
HABITAT CV.	0.20	E2
HALL DR.	2.79	A4
HAMPTON CV.	0.03	B1

ROAD NAME	LENGTH (MILE)	MAP INDEX
HANCOCK CV.	0.10	C1
HANOVER CV.	0.06	B2
HANOVER DR.	0.23	B2
HARELL DR.	3.93	B1,C1
HARVEY DR.	0.76	D6
HAYS RD.	1.16	E3
HAYSLETT RD.	0.73	D2
HEATHER RD.	0.23	B1 (INSET 2)
HEAVEN HILL DR.	0.99	C6
HEBRON DR.	3.29	A4
HELENE DR.	1.11	B1, B2
HENDRICK RD.	2.20	A2
HENRY DR.	0.32	C4
HERMAN RD.	0.19	C4
HERRON DR.	2.66	B6,C6
HEWLETT DR.	1.65	D2,D3
HICKORY GROVE CV.	0.09	C3
HICKORY GROVE LOOP	1.62	C3
HICKORY LAKE RD.	0.63	C1 (INSET 5)
HICKORY SPRINGS DR.	0.13	C1 (INSET 5)
HICKORY WITHE RD.	0.96	B1
HICKORY WOODS LANE	0.67	C1 (INSET 5)
HICKS RD.	0.58	B2
HIDDEN GROVE COURT	0.20	B1
HIGGS DR.	0.33	D4
HIGH PLAINS CV.	0.12	C1 (INSET 5)
HILL DR.	0.34	B4
HILLARD RD.	1.15	B2
HOLDEN DR.	1.29	C5
HOLLAND DR.	0.53	B4
HOLLY HILL RD.	0.43	C6
HONEYSUCKLE RD.	0.75	E4,F4
HOUSTON RD.	0.42	E5
HOWARD DR.	0.50	D4
HUNTLEIGH DR.	0.14	B1
HUTTON DRIVE	0.08	D3
INA RD.	6.50	A6,B6
IRIS RD.	0.24	B4
IRONWOOD DR.	0.05	C2
ISAAC DR.	0.28	E4
IVY DR.	3.87	B2,C2
JAMESON DR.	0.46	D1,D2
JANICE RD.	0.11	B1 (INSET 2)
JANIS MARIE CV.	0.27	C3
JEFFERSON DR.	0.21	B4
JENKINS DR.	3.95	D2
JERNIGAN DR.	10.12	C4,C5,C6
JOANN RD.	1.25	C3
JOHNSON DR.	6.05	D2,D3,E2,F3

ROAD NAME	LENGTH (MILE)	MAP INDEX
JONES CHAPEL DR.	2.41	D4
JOYNER'S CAMPGROUND DR.	3.00	A4,A5
JULIE CV.	0.27	B1
JUNE DR.	0.59	C4,D4
KARCHER RD.	1.16	B3,C3,C4
KAREN CV.	0.11	C1
KAY CV.	0.19	C2 (INSET 3)
KENSINGTON CV.	0.04	C1 (INSET 5)
KENT LANE	0.08	C2
KEY RD.	0.54	D1
KING DR.	0.70	E4
KINGS MANOR CV.	0.04	C1
KINGSBURY CV.	0.09	C1
KINGSTON CV.	0.03	C1 (INSET 5)
KNIGHTS BRIDGE LN.	0.65	C1
KNOX RD.	2.88	E2,F2
KYLE RD.	0.51	C2
KYLIE GAYLE RD.	0.46	C3
LACONIA RD.	5.00	B5,B6,C6
LAGOSHEN DR.	0.50	E3
LAGRANGE RD.	13.64	C4,C5,D5,D6,E6
LAKEVIEW DR.	1.96	D1
LAMBERT DR.	12.00	B2,B3,B4
LANCASTER DR.	0.14	B1
LARRY ANDERSON LN.	0.30	B1
LAURIE DR.	0.15	B1 (INSET 2)
LAVERNE DAVIS RD.	1.10	C6
LAZENBY DR.	0.88	B3
LEACH DR.	1.40	B4
LEATHERWOOD RD.	1.47	E5
LESTER RD.	0.37	C5
LIBERTY RD.	3.65	E4
LILLARD RD.	0.51	D3
LINCOLN DR.	0.20	D1
LINDI DR.	0.51	D1
LINWOOD DR.	1.11	F2,F3
LONDONDERRY DR.	1.14	C6
LONE OAK CV.	0.07	C2
LONE OAK DR.	0.66	C2
LONESOME DOVE CV.	0.07	C1 (INSET 5)
LONGTOWN RD.	2.10	A2,B2
LOOKOUT POINT CV.	0.10	B1 (INSET 2)
LYNCH CV.	0.23	C1
LYNN RD.	0.30	C1
MACON CEMETERY RD.	2.41	C3,D3
MACON RIDGE CV.	0.08	D3
MAGNOLIA DR.	0.13	E4
MAPLEWOOD CV.	0.15	B2, C2
MARIE DR.	0.30	C1 (INSET 5)

ROAD NAME	LENGTH (MILE)	MAP INDEX
OAK MEADOW CV.	0.07	C3
OAKWOOD RD.	0.43	A1 (INSET 4)
ODUS DR.	0.16	B2
OLD BROWNSVILLE RD.	8.73	A5,B4,B5
OLD FIFTY NINE DR.	6.96	A3,A4,B4
OLD JACKSON RD.	14.34	A6,B4,B5,B6,C4
OLD SOLOMON MILL RD.	2.92	B3
OLD STATE LINE DR.	1.60	E3
ORR RD.	2.51	B1
PARKS DR.	0.95	C6
PARSON DR.	0.85	C4,C5
PATTYE RD.	0.07	B1
PAYNE RD.	1.60	C2,D2
PECAN CV.	0.24	B2
PERRY RD.	1.94	A6
PERSON RD.	1.47	C3
PERYGIN DR.	0.30	D4
PHOEBE RD.	0.51	B1
PIN OAK CV.	0.07	A1 (INSET 4)
PINETREE RD.	0.45	E4
PITTMAN RD.	3.61	C6
PLANTATION DR.	0.36	C1 (INSET 5)
PLEASANT GROVE RD.	4.35	E3,F3
POINDEXTER CV.	0.35	A2
POINDEXTER RD.	1.85	A2
POOLE RD.	3.32	E4
POPLAR SPRINGS LOOP	1.44	A1
PORTER RD.	4.52	A2,B2
POST OAK CV.	0.05	C2
PRESTBURY PKWY.	0.38	C1,C2
PRICE RD.	5.03	D4
FRUIT RD.	0.61	C2,D2
PULLIAM RD.	0.89	D3
QUAIL CALL RD.	0.99	E4,E5
RAILROAD DR.	1.91	B5,B6
RAIN RD.	0.17	C2
RALEIGH LAGRANGE DR.	6.99	D1,D2
RANDY RD.	0.37	C2
RASPBERRY CV.	0.17	C1 (INSET 5)
RAWLINGS RD.	0.34	A5
REBA RD.	0.35	B6
RED OAK CV.	0.07	A1 (INSET 4)
REGENT DR.	0.23	B1
REHOBOTH RD.	3.48	C5
RICH RD.	1.44	B3
RIDGE RD.	0.24	B2
RIDGECREST DR.	0.55	B1
RIVERSEDGE CV. NORTH	0.05	B1
RIVERSEDGE CV. SOUTH	0.13	B1

ROAD NAME	LENGTH (MILE)	MAP INDEX
RIVEREDGE DR.	0.16	B1
ROBIN CV.	0.06	C3
RODEO RD.	0.40	E2
ROGERS DR.	1.56	A5
ROLLING ACRES DR.	0.52	C2
ROLLING BROOK CV.	0.06	C6
ROLLING BROOK DR.	0.92	C6
ROLLING MEADOWS RD.	0.42	C3
ROSE RD.	1.00	B5
ROSSER DR.	0.29	E2
ROUND HILL CV.	0.09	C6
RUBE SCOTT DR.	2.07	D6
RUSSELL RD.	0.24	A6
SAGE FIELD DR.	0.15	B1
SALISBURY CV.	0.09	C1
SAIN DR.	0.16	D4
SALES DR.	0.76	D3
SAMMONS DR.	1.38	C1
SARDIS DR.	6.01	C5,C6,D6
SCHAEFFER CV.	0.05	E4
SCHAEFFER LOOP	1.08	C2
SCOTT DR.	0.33	C2
SEAY DR.	1.26	A2
SELLERS DR.	3.33	C2,C3
SETTLERS DR.	0.93	E3
SEWARD DR.	3.41	C1
SHADY GROVE RD.	2.80	C4,D4
SHADY OAKS CR.	0.27	C2
SHADY OAKS CV.	0.06	C2
SHADY OAKS DR.	0.38	C2
SHEFFIELD DR.	0.24	D1
SHINAULT RD.	1.14	C5
SHIRE CV.	0.24	D3
SHIRLEY DR.	0.17	B1 (INSET 2)
SHORE RD.	0.45	B1 (INSET 2)
SIDES DR.	1.76	D4,E4
SIMPSON DR.	0.50	C2
SINAI DR.	5.81	A2,A3
SKELTON DR.	0.20	E3
SLAYDEN RD.	4.09	E3,F3
SMITH DR.	1.71	E6
SMYRNA RD.	1.37	A6
SNOW DR.	0.64	E6
SOMERSET CV.	0.06	B2
SPARKMAN DR.	1.01	B4
SPRINGER RD.	1.80	B3
ST. GEORGE DR.	0.41	B1
STAFFORD DR.	1.92	B3
STAGG RD.	1.58	C2 (INSET 3)

ROAD NAME	LENGTH (MILE)	MAP INDEX
STEVENS DR.	1.35	B2,B3
STEWART RD.	0.82	C1 (INSET 5)
STINSON DR.	2.94	E2
STROUP RD.	0.50	B4
STUART LOOP	0.37	C4 (INSET 1)
SUGAR HILL DR.	1.51	F3
SUNSET RIDGE RD.	0.40	E2
SWEET RD.	0.22	F5
TALFORD CV.	0.14	C1 (INSET 5)
TALL OAK CV.	0.07	A1 (INSET 4)
TANASI DR.	0.46	D2
TAYLOR DR.	0.36	C4 (INSET 1)
TEAGUE STORE RD.	2.88	C3,C4
TERRY RD.	1.38	B3,C3
THISTLE DR.	0.16	B1
THOMAS RD.	0.70	C1
THOMPSON DR.	0.18	E4
THORPE DR.	7.66	A2,A3,A4
TIMBERLANE RD.	0.36	A1 (INSET 4)
TOMLIN RD.	3.58	B3,C3
TRAINER DR.	1.94	B6
TRAVELERS REST RD.	0.21	B3
TRIPP RD.	2.92	A5
TURNER RD.	2.56	E6
UMBARGER DR.	0.73	D5
UNION DR.	2.81	B5
VALE RD.	0.39	C3
VALERIE COVE	0.19	C3
VALLEY DR.	0.35	E4
VESTER RD.	0.14	B4
WADE DR.	4.06	D2,D3
WAGON WHEEL DR.	3.15	A3,B3
WALKER DR.	1.29	A6
WALLS RD.	0.64	B5
WALNUT BEND CV.	0.07	A1 (INSET 4)
WALNUT BEND RD.	1.35	A1 (INSET 4)
WARE DR.	0.21	C4 (INSET 1)
WARR RD.	0.44	E2
WARREN RD.	7.11	B3,C3,D3
WATER OAK CR.	0.30	C2
WATERFORD CV.	0.17	C1 (INSET 5)
WATKINS DR.	3.59	D4
WEST DR.	0.93	C2
WESTBURY LANE	0.68	C1,C2
WESTMINSTER RD.	0.37	C6
WHITE OAK DR.	0.41	C1 (INSET 5)
WHITEHALL CT.	0.90	E4
WILBOURNE RD.	2.29	C3
WILDER RD.	0.36	B3

ROAD NAME	LENGTH (MILE)	MAP INDEX
WILDFLOWER DR.	0.75	C4,D4
WILDWOOD RD.	0.95	C1
WILLIAMS DR.	2.04	A2,B2
WILLOW BEND DR.	0.36	B1
WILLOW GLYN CV.	0.05	C2
WILLOW OAK DR.	0.28	A1 (INSET 4)
WILSON RD.	1.76	B3
WINDSOR CT.	0.46	C1 (INSET 5)
WINFREY RD.	1.41	B4
WIRT RD.	2.72	B2,C2
WITHERINGTON RD.	1.70	A1
WOODBURY CV.	0.04	B2,C2
WOODMIRE RD.	0.30	B1 (INSET 2)
WOODMONT DR.	0.37	C1 (INSET 5)
WOODS DR.	0.83	A6
WOODSEGE CV.	0.25	C2
WOODSEGE DR.	1.34	C2
WOODWIND CV.	0.21	C1 (INSET 5)
YAGER DR.	14.28	E3,E4,E5,E6,F5
YANCEY RD.	2.01	C2,D2
YUM-YUM RD.	7.96	A4,B4
TOTAL MILES	713.79	

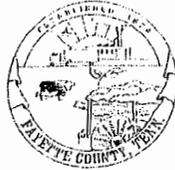
ROAD NAME	LENGTH (MILE)	MAP INDEX
OAK MEADOW CV.	0.07	C3
OAKWOOD RD.	0.43	A1 (INSET 4)
ODUS DR.	0.16	B2
OLD BROWNSVILLE RD.	8.73	A5,B4,B5
OLD FIFTY NINE DR.	6.96	A3,A4,B4
OLD JACKSON RD.	14.34	A6,B4,B5,B6,C4
OLD SOLOMON MILL RD.	2.92	B3
OLD STATE LINE DR.	1.60	E3
ORR RD.	2.51	B1
PARKS DR.	0.95	C6
PARSON DR.	0.85	C4,C5
PATTYE RD.	0.07	B1
PAYNE RD.	1.60	C2,D2
PECAN CV.	0.24	B2
PERRY RD.	1.94	A6
PERSON RD.	1.47	C3
PERYGIN DR.	0.30	D4
PHOEBE RD.	0.51	B1
PIN OAK CV.	0.07	A1 (INSET 4)
PINETREE RD.	0.45	E4
PITTMAN RD.	3.61	C6
PLANTATION DR.	0.36	C1 (INSET 5)
PLEASANT GROVE RD.	4.35	E3,F3
POINDEXTER CV.	0.35	A2
POINDEXTER RD.	1.85	A2
POOLE RD.	3.32	E4
POPLAR SPRINGS LOOP	1.44	A1
PORTER RD.	4.52	A2,B2
POST OAK CV.	0.05	C2
PRESTBURY PKWY.	0.38	C1,C2
PRICE RD.	5.03	D4
FRUITT RD.	0.61	C2,D2
PULLIAM RD.	0.89	D3
QUAIL CALL RD.	0.99	E4,E5
RAILROAD DR.	1.91	B5,B6
RAIN RD.	0.17	C2
RALEIGH LAGRANGE DR.	6.99	D1,D2
RANDY RD.	0.37	C2
RASPBERRY CV.	0.17	C1 (INSET 5)
RAWLINGS RD.	0.34	A5
REBA RD.	0.35	B6
RED OAK CV.	0.07	A1 (INSET 4)
REGENT DR.	0.23	B1
REHOBOTH RD.	3.48	C5
RICH RD.	1.44	B3
RIDGE RD.	0.24	B2
RIDGECREST DR.	0.55	B1
RIVERSEDGE CV. NORTH	0.05	B1
RIVERSEDGE CV. SOUTH	0.13	B1

The Committee also discussed the possibility of getting a 95/5 grant to build some T-hangars at the airport.

Commissioner Leggett reported for the Health and Welfare Committee, stating that the first order of business for the Committee at their March 10, 2014 was to elect a

vice chairman. Commissioner Reeves was elected. The Committee discussed the ambulance report with Sam McKnight, ambulance service director, as well as the need to submit an RFP for billing services. There were discussions regarding the Moscow Food Pantry acquiring the use of the old Adult Disabilities Building on YumYum Road. This would enable Moscow Food Pantry to offer food distribution to the northern half of the county from the site. A proposal was drawn up and sent to the state for the County to rent the building for \$100 per year and see that the building would be kept up. Then the County would sub-rent the building to Moscow Food Pantry for them to do the actual up-keep. This has to be reviewed and approved by the Division of Intellectual Disabilities and the State Building Commission. The Mayor expects a counter-offer. The Committee approved the matter and sent it to Budget, and for the Mayor to negotiate up to \$200 per year for the facility. Also discussed was a budget amendment for the health department. The Health Department received a grant for educating students about tobacco use, the first portion has been received and must be budgeted. This was approved to send to Budget. The Mayor also presented a proposal for Bad Debt Collection which was solicited through a RFP for the ambulance billing. One bid was withdrawn but Arco Collections submitted a bid for 35% of the collected revenue if no legal action is required, 40% if legal action is required and attorney fees are added to the bill of the debtor.

Commissioner Lillard reported for the Education Committee, which met on March 11, 2014. Commissioner Howard moved to approve the following Resolution regarding Common Core curriculum in the schools. Commissioner Leggett seconded the motion and the resolution was passed unanimously.



RESOLUTION TO REQUEST THAT GOVERNOR BILL HASLAM AND THE TENNESSEE GENERAL ASSEMBLY SUPPORT HB 2332 AND SB 2405 THAT SEEK TO AMEND TITLE 49 OF THE TENNESSEE CODE RELATIVE TO EDUCATION TO REPEAL THE IMPLEMENTATION OF COMMON CORE STANDARDS IN TENNESSEE SCHOOL SYSTEMS

WHEREAS, the decision to adopt Common Core State Standards in Tennessee was made by the Governor and the State Board of Education on July 30, 2010; and

WHEREAS, the Tennessee legislature and local education agencies and local boards of education, including Fayette County, committed to the implementation of Common Core Standards through the Race to the Top Application and Grant Award; and

WHEREAS, the Fayette County Commission values the quality of education for every Fayette County student and recognizes the importance of teaching certain values to all Fayette County students; and

WHEREAS, the transition to Common Core is being implemented in school year 2013-2014 for all students in Fayette County, Tennessee; and

WHEREAS, the Fayette County Commission is opposed to the implementation of Common Core Standards in Fayette County Schools for the following reasons: an increased and unwanted federal involvement in education, the unknown cost (the Fordham Institute estimates between \$1 billion and \$8.3 billion for implementation, while the Pioneer Institute estimates \$16 billion), the increased emphasis on standardized testing, concerns regarding the moral teachings included in the curriculum, concern that private companies can potentially access student data and personal information standardized under the Common Core, and concern that the funding provided by wealthy non-profits amounts to lobbying.

NOW, THEREFORE, BE IT RESOLVED by the Fayette County Legislative Body, meeting in regular session, on this 25th day of March, 2014, that the Fayette County Commission requests that Governor Bill Haslam and the Tennessee General Assembly support HB 2332 and SB 2405 that seek to amend Title 49 of the Tennessee Code relative to Education to Repeal the implementation of Common Core Standards in Tennessee school systems, including Fayette County Schools.

Chairman, Board of Commissioners

ATTESTED:

County Court Clerk

Commissioner Anderson reported that the Criminal Justice and Public Safety Committee did not meet.

Commissioner German reported for the Budget Committee which met on March 11, 2014. Commissioner German moved that the Moscow Food Pantry and the State of

Tennessee building proposal be sent to the state for approval or a counter-offer. The Mayor would be allowed to negotiate up to \$200 per year for the facility, and the Food Pantry would be responsible for maintenance on the building. The motion was seconded by Commissioner Lillard and passed unanimously by the Board.

Commissioner German moved that the Mayor be able to send out RFPs to solicit bids for ambulance billing services and that the Mayor should be given the authority to accept the bids and sign contracts. AMB was awarded the contract but the County Attorney advised that since the amount may be over the \$10,000 limit required to go out to bid that a Request for Proposals should be sent out. The motion was seconded by Commissioner Dowdle and passed unanimously.

Commissioner German moved that the following “Request for Proposal For Review and Billing of Delinquent Billed Ambulance Accounts” be approved. The motion was seconded by Commissioner Leggett and passed unanimously.

**REQUEST FOR PROPOSAL FOR REVIEW AND BILLING OF DELINQUENT BILLED
AMBULANCE ACCOUNTS**

Fayette County Ambulance Service is requesting proposals to reviewed previously billed accounts that have been deemed uncollectible by Emergency Medical Service Billing Company (EMS), Fayette County's past ambulance billing company. The proposal will require rebilling where able and to give an analysis of remaining bills. The following are conditions and requirements of any submitted proposal:

1. Any submittal must show adequate expertise with medical billing with a resume, documents, and program summary; or be under contract with the county for medical billing services
2. Please provide references for past work in the field
3. Must provide a monthly report and analysis that can be given to a delinquent debt collector, and at the conclusion of the contract a summary report for all work done under the contract.
4. Would provide work on any billing prior to October 1, 2013, that has been deemed uncollectible by any previous billing service.
5. Must provide a proposal for compensation based on a percentage of the billing collected
6. This will not overlap with the current billing company
7. The term of this contract will be one year, and may be subject to renewal
8. Contingent on approval by the Fayette County Commission
9. Any proposal accepted will be reduced to writing acceptable to the Fayette County Commission

The proposal will be advertised once in a paper of local circulation. This Request for Proposals (RFP) will be due in the County Mayor's office by Noon on March 28, 2014.



May 9, 2013

RFP Ambulance Collections
c/o Fayette County Mayor Rhea "Skip" Taylor
P.O. Box 218
Somerville, TN 38068

Re: Collection Services

Dear Mr. Taylor,

Thank you for your interest in ARCO Collections. During these tough economic times past due accounts receivables are at all-time highs and many firms are struggling. ARCO Collections is a full service collection agency that has the knowledge and experience to provide you with excellent recovery, as well as, excellent service on all of your delinquent accounts.

ARCO's account representatives use the very latest technology to help locate and collect the greatest number of accounts previously deemed uncollectible. Our strategy of persistent contacts and follow-ups help ensure the greatest return for our clients. Unlike our competitors, ARCO has in-house attorneys who are well-known and experienced in collections and bankruptcy work. These services are provided to you as part of our service. The best part about ARCO Collections for your firm is that we work on a contingency fee basis, meaning, we don't get paid until you get paid. Our collection fee is 35% contingency and 40% if an account goes legal. Also, a one-third collection/attorney fee will be added to all accounts referred for collection.

I look forward to discussing with you further about the advantages of ARCO being a part of your collection team and welcome you to look over our website at www.arcocollections.com. This newly upgraded website can provide you with detailed information about the many advantages of ARCO Collections. I can be reached personally at (901) 575-3386. Talk to you soon.

Very truly yours,

A handwritten signature in black ink, appearing to read "Hugh B. Jamieson", written over a horizontal line.

Hugh B. Jamieson
General Manager

5705 Stage Rd Ste 246 Bartlett, TN 38134

ARCO COLLECTION CONTRACT

This agreement entered into on this the 9TH day of MAY, 2013 by and between RFP – AMBULANCE COLLECTIONS, party of the first (1st) part, and TRACECO, Inc., a Tennessee Corporation d/b/a ARCO Collection Services, party of the second (2nd) part; that based on mutual agreement, the parties agree as follows:

1. That the party of the first (1st) part will assign to the party of the second (2nd) part certain accounts for collection. The rate of compensation will be thirty-five percent (35%) of the net balance for voluntary collection. If you have a signed contract that allows for collection/attorney fees, then one-third (1/3) of the balance place for collection will be added to the account. If the account requires legal action the rate of compensation will be forty percent (40%) of the net balance owed to party of the first (1st) part. The party of the second (2nd) part will pay in advance all court costs on all legal accounts and bill the party of the first (1st) part the amount advanced and will collect the same back by adding the cost to the account and collect first the costs and expenses of that account and then the net balances.
2. The party of the second (2nd) part will at all times adhere to all State and Federal laws and regulations pertaining to the Fair Debt Collection Practices Act and will strictly adhere to said laws and regulations with the party of the first (1st) part.
3. That the party of the second (2nd) part will at all times hold harmless the party of the first (1st) part from any all judgments, damages, costs, attorney fees and claims by virtue of the party of the second (2nd) part 's negligence and/or malfeasance in collection activity on behalf of the party of the first (1st) part of its accounts; likewise, the party of the first (1st) part will only turnover accounts with true names and balances to the party of the second (2nd) part and hold harmless the party of the second (2nd) part from all judgments, damages, claims, costs and attorney fees as a result of incorrect information; name, balance on accounts, or other incorrect information turned over for collection to the party of the second (2nd) part.

4. That the party of the second (2nd) part is a licensed and bonded collection agency organized under the laws of the State of Tennessee and operating as a collection corporation under the laws of the State of Tennessee.

5. That the party of the second (2nd) part will at all times faithfully and accurately collect and remit to the party of the first (1st) part all net monies collected by the end of the following month and give a full and accurate report of the collection activities and status reports on a timely basis and/or as requested by the party of the first (1st) part.

6. That the party of the first (1st) part covenants and agrees that any direct payment to it; (that is, payments that are received by the party of the first (1st) part on accounts turned over to the party of the second (2nd) part) will be accurately and timely reported as said payments are made in a written form to the party of the second (2nd) part and the party of the first (1st) part will mail, fax or email, notifying of any payments made as soon as practical to the party of the second (2nd) part, thereby giving proper credit on any account being collected by the party of the second (2nd) part. It is understood and agreed that many accounts will pay directly to the party of the first (1st) part where they are more accustomed and there will be a fee charged on all direct payments made to the party of the first (1st) part on any account turned over to the party of the second (2nd) part.

7. It is contemplated and agreed that on occasion the party of the first (1st) part will be called upon to verify and explain certain accounts in contested or questioned accounts and that the party of the first (1st) part will provide said information and records on a timely basis and, if called on, will present a qualified and knowledgeable witness/employee to go to court on any contested matter or questioned account where the attorney for the party of the second (2nd) part deems necessary in order to collect said account.

8. That the party of the second (2nd) part's attorney will provide legal assistance in General Sessions, Circuit Court, Bankruptcy Court, Probate Court, and Federal Court on lawsuits

on a prompt time frame and will also represent the party of the first (1st) part in Wage Earner and Bankruptcy Court without additional fees to the party of the first (1st) part, in an effort to collect accounts assigned to the party of the second (2nd) part.

9. Party of the second (2nd) part will add to the net account balance, prejudgment interest and post judgment interest, along with reasonable attorney fees and costs per any contract or statute allowing these additional charges.

10. Termination of this contract may be made by either party for just and legal reasons provided 90 days written notice is given. Upon termination the party of the second (2nd) part will retain right to continue collection efforts on all paying, legal, and bankruptcy accounts.

11. That this contract is in its entirety shall not be amended unless in writing and signed by both parties and both parties agree to be bound by said terms of contract and bound also to their executors, assigns, heirs, the respective corporations and any successor to said corporation.

PARTY OF THE FIRST PART

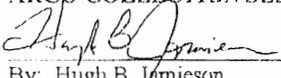
RFP – AMBULANCE COLLECTIONS

By: _____
Fayette County Mayor Rhea Skip Taylor

Title: _____

PARTY OF THE SECOND PART

**TRACECO, INC., d/b/a
ARCO COLLECTION SERVICE**


By: Hugh B. Jamieson
Corporate Officer

Title: Vice President/General Manager

Commissioner German moved to authorize the debt to replace three (3) Fire tankers at an estimated \$179,000 per tanker or a total of \$537,000 for all three. The motion was seconded by Commissioner Brewer and passed unanimously by the Board as follows:

10-3-15

**BID PROPOSAL PACKAGE FOR:
Fayette County Fire Department
Fayette County, Tennessee
Fire Tankers/Tenders**

CONTENTS:

- INFORMATION TO BIDDERS
- BID PROPOSAL FORM
- SPECIFICATIONS

BID PROPOSAL OPENING:

DATE: TBD

TIME: TBD

PLACE: **Receipt of bids:**
Office of Mayor, Fayette County
P.O. Box 218
13095 N. Main St.
Somerville, Tennessee 38068

Location of opening:
Fayette County Fire Department
315 E. Market St.
Somerville, Tennessee 38068

Lump sum bid proposal price shall include all freight, delivery fees, to the BUYER's location.

The Fayette County Fire Department is a County Government entity and possesses a sales tax exemption from the State of Tennessee. Bidder shall include in the lump sum bid proposal any and all applicable Federal, State, or local taxes, fees, or licenses (other than local vehicle licensing).

A schedule of payments or payment terms will be submitted with proposal documents. Any applicable discounts for early or pre-payment shall also be submitted with proposal.

Any financing options by BIDDER shall be enclosed with bid proposal.

NOTE: Because of uniformity of equipment, no substitutions for MSA shall be allowed.

Each Bidder may submit drawing(s) with the bid proposal, of sufficient detail and size, to assist the BUYER in determining the style and general layout of the proposed apparatus. Additional drawings shall be made available within a reasonable time upon request for clarification of points of the Bid.

Upon Contract execution, sufficient conferences shall be performed to establish contract and appropriate construction drawings – as a minimum listed below:

- Purchase contract drawings
- Final construction drawings
- Final "As-built" drawings

The drawings shall depict the apparatus's appearance from all elevations (left, right, front, rear, and top) and shall include, but is not limited to, the chassis, emergency lights, horns, sirens, pump panels, pre-connects, hose bed, and storage compartmentation, (including individual *dimensions* and total square footage), overall length, height, and width.

No work shall proceed without appropriately approved drawings by the Buyer representative.

5. RESPONSIBILITY OF THE BUYER:

The BUYER reserves the right to reject any and all bids. The BUYER may not negotiate with any one Bidder to reduce or alter the stated bid. The BUYER will award the contract to the lowest and most responsive bidder. Should deductive alternatives be necessary to receive bids within available funds, the BUYER will notify all responsive bidders and allow submittal of adjusted bids which include the stated deductions.

The BUYER agrees to provide written NOTICE OF AWARD OF BID within 30 calendar days of the date of the bid opening.

FORM TO BE INCLUDED IN BID PROPOSAL
 BID PROPOSAL FOR FIRE TANKER/TENDERS
 2012 TANKER PROJECT

BIDDER: _____

ADDRESS: _____

PHONE: _____

Having examined the BUYER'S specifications for a FIRE TANKER/TENDER, the
 BIDDER submits a TOTAL BID PROPOSAL PRICE OF-

_____ DOLLARS AND
 _____ CENTS (\$ _____)
 for the following apparatus and equipment.

	Vehicle I	Vehicle II	Vehicle III
CHASSIS MAKE/MODEL/YEAR	_____	_____	_____
VEHICLE IDENTIFICATION NUMBER	_____	_____	_____
CURRENT ODOMETER READING	_____	_____	_____

GVW AND F/R AXLE WEIGHTS: _____

DELIVERY (CALANDER DAYS): _____

ALTERNATE NO. 1 - ADD/DEDUCT _____

ALTERNATE NO. 2 - ADD/DEDUCT _____

ALTERNATE NO. 3 - ADD/DEDUCT _____

BIDDER understands that the bid proposal shall not be withdrawn for a period of 30
 calendar days following the date of the bid proposal opening. BIDDER understands that
 the BUYER may reject any and all bids and may not negotiate with any one BIDDER to
 reduce or alter the bid proposal.

Respectfully Submitted:

Signature _____ Title _____

SPECIFICATIONS FOR FIRE TANKER/TENDERS:

The Fayette County Fire Department anticipates purchasing **Three (3) Fire Tanker/Tenders**. The vehicles must meet the following requirements at a minimum. Vehicles must be identical in make, model and all applicable specifications and each must include all of the equipment listed below. Complete specifications for the vehicles and equipment must be included IN DUPLICATE in the bid proposal package.

1. New/unused 2014 or current year model, commercial chassis and cab.
2. Minimum 380 HP Diesel Engine w/automatic transmission, power steering and power air brakes.
3. Front and rear axle weight limits appropriate for GW of vehicle; single rear axle (no tandem). Load data to be submitted with bid proposal.
4. Vehicle shall be built as a fire tanker with tank, pump, pre-connects and storage spaces integrated onto chassis. No "flat-bed" with tank arrangement allowed.
5. Poly tank, 2000 gallon capacity with baffles as required by NFPA.
6. Minimum 48 inch roof mount LED light bar, LED clearance and warning lights, siren(s) and warning markings as required by NFPA. LED lighting shall be used in all possible locations.
7. Lettering allowance -Eighty (80) - 3 inch tall Mylar letters for identification markings.
8. LED water level gauge on driver side mounted in pump panel.
9. Tank shall have three (3) - 10" newton type quick dump valves, w/chutes, one on each side and one at rear. All chutes to extend to allow full dump into adjacent dump tank. Valves shall be operable from cab of vehicle without necessity for driver to exit vehicle to operate any of the dump valves. Switches to be protected to prevent unintended activation. Provide two (2) pilot indicator lights at cab switches to indicate "valve open" or "valve closed" with appropriate labeling.
10. Tank shall have appropriately sized vents.
11. Chassis mounted mid-ship PTO pump- "pump & roll" capable.
 - a. 500 GPM w/side mount electronic controls (driver side)
 - b. Two (2)- 2-1/2" valved intakes (one on each side of vehicle) w/ caps and chains.
 - c. Two (2)- 2-1/2" valved discharges (one on each side of vehicle) w/caps and chains.
 - d. Two (2) -1-1/2" valved pre-connects with two trays for 200' of 1-3/4" hose each.
 - e. Panel mounted electronic pump controls with required gauges and lighting.
12. Two (2)-2-1/2" tank fill ports at rear of vehicle fill ports at rear of vehicle, each with 1/4 turn ball valves w/ caps and chains.

13. Appropriately sized aluminum frame dump tank with drop down storage rack on passenger side of vehicle capable of quick release and storage.
14. Two (2) - 10' sections of 4-1/2 in. (or larger as appropriate) diameter light weight hard suction hose mounted on driver side with appropriate brackets and fasteners.
15. Minimum 20 cubic ft. of enclosed weather-resistant compartmentation as NFPA required for storage of equipment with compartment lights. All weather-resistant compartments shall have compartment lights.
16. Minimum hose storage area of 6 cubic ft. for 2-1/2 in. or larger fire hose. Pre-connect storage trays shall be minimum 3.5 cubic ft. each.
17. Pre-connect trays shall have 16 oz. heavy duty crisscrossed reinforced nylon, fire resistant detachable cover.
18. Mounting space and storage space for SCBA's and wheel well space for spare bottles as described in alternate No. 1.
19. The vehicle shall have the following equipment provided by vendor, all mounted to apparatus by appropriate bracket(s);
 - a. One (1) – 6 lb. Pick head ax
 - b. One (1) - 6 ft. pike pole
 - c. Two (2) - portable hand lights with chargers
 - d. One (1) – minimum 80BC dry chemical fire extinguisher
 - e. One (1) – 2-1/2 gallon or larger water extinguisher
 - f. One (1) – hydrant wrench
 - g. One (1) – 2-1/2 in. double female adapter
 - h. One (1) – 2-1/2 in. double male adapter
 - i. One (1) – 2 lb. "dead blow" hammer
 - j. 400 ft. – 1-3/4 in. double jacketed fire hose
 - k. 200 ft. – 2-1/2 in. double jacketed fire hose
 - l. Two (2) – 1-1/2 in. combination spray nozzles, 95 gpm with pistol grip.
 - m. One (1) – set of aluminum wheel chocks with holders mounted underneath chassis on driver side of vehicle.
20. Any steps, ladders, and hand-rails for access to areas not limited to the pre-connect bed, the equipment mounts, and all areas of the apparatus including the top of the tank.
21. Vendor's warranty statement required.

Alternate No. 1- Provide and mount onto apparatus-

Two (2) – MSA Complete SCBA, aluminum bottle, 2216 psi, Fire-hawk, mask with heads-up display, compliant with current NFPA requirements, and two (2) spare aluminum 2216 psi bottles in appropriate storage area (wheel well) . **NO SUBSTITUTIONS**

Alternate No. 2- Reference item 11(a) - Pump capacity to be 750 gpm in lieu of 500 gpm

Alternate No. 3- Provide and install back-up camera system with display in cab, in view of driver, activated when vehicle is engaged in reverse mode.

Commissioner German moved that Mayor Taylor be authorized to apply for a grant to be used to renovate the old jail to house the EMA facility, and to receive estimates as to the costs involved. The original plan was to demolish the old jail and construct on that site. However the old jail is on the historic registry, and funds cannot be

used to demolish the facility. The grant is approximately \$1 million, with no matching funds. Commissioner Oglesby seconded the motion which passed unanimously.

10.3.6.6.



State of Tennessee
Department of Economic and Community Development

Office of Federal Programs
William R. Snodgrass Tennessee Tower, 26th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243-1102
FAX: 615-253-1870

February 12, 2014

The Honorable Rhea Taylor
Fayette County Mayor
P.O. Box 218
Somerville, TN 38068

Re: 12D Fayette County

Dear Mayor Taylor:

ECD approves for Fayette County to explore options to rehabilitate the former jail for their emergency operations center according to the guidance from the State Historic Preservation Office. We too are disappointed that a new facility could not be built at that location, but we hope that the current facility can be adapted and will prove to be useful for your community.

Please plan to update us monthly on the progress of the project and let us know as soon as possible if the project will not work out and alternative projects need to be considered.

If you have any questions, please feel free to contact me at brooxie.carlton@tn.gov or 615-741-8806 or your project representative Diane Blumel at diane.blumel@tn.gov or 615-253-1896.

Sincerely,

A handwritten signature in black ink, appearing to read "Brooxie Carlton".

Brooxie Carlton
Director

BC: lg

CC: Diane Blumel Lynn Manning Ed Hargraves

**2008 CDBG Disaster Project
(Funded in 2012)**

**Project Name: Fayette County CDBG Disaster Recovery
Project-February 2008**

Activities to be completed:

Fayette County proposes to construct a new, 2-level, 6,000 square foot Community Center facility. The Center will be located on land owned by Fayette County that includes an existing detention facility that will be demolished. The basement will be storm resistant per FEMA 361 and will be utilized to house the Emergency Management Agency (EMA) with dispatch. It will also be constructed to the latest seismic codes to ensure it will be serviceable in the event of a natural disaster

Eligibility/How it relates to the disaster:

The Fayette County CDBG 2008 Disaster Recovery Project will allow the County to address the long term recovery needs of the Somerville residents of Fayette County. Under the State of Tennessee Action Plan, the proposed project is described as a community center. The Community Center will be utilized as a storm shelter featuring a safe room and Fayette County EMA (Emergency Management Agency) offices and command center in the basement. The upper floor will be for public use, i.e. food pantry, community and public events and services, storage, and additional shelter space. The proposed CDBG Disaster Recover project will allow Fayette County to address long term recovery needs and mitigate the occurrence of infrastructure and facility failures during natural disasters or emergencies.

During the February 2008 storms, and the most recent major storm event in May 2010, the citizens of Somerville were without any public means of a storm shelter. Due to the unprecedented rainfall, tornados, and flooding, the residents had to depend on their own ways and means of finding a safe shelter. The residents in this area called upon the County to assist them and help them. The County is equipped with a communication system that has the capabilities of dialing up residents as storms are approaching the area. This service provides advance notice of severe weather although there is not a designated safe facility in the area.

The County's Emergency Management Agency (EMA) will have space designated in the basement to assist those that have needs during weather related incidents and other emergencies and disasters. Currently, the facility that houses the EMA is unable to deliver reliable communications and services during extreme weather conditions. The facility is inadequate and cannot provide the needed protection from the elements during weather related conditions. Delivering safe and reliable communications was a major weakness during the February 2008 and May 2010 storm events.

National Objective: The Fayette County CDBG Disaster Recovery Project is justified under the national objective of benefit to low and moderate income persons. A survey of the project area found that total of 3,770 persons would benefit from the proposed project. Of this total, 3,016 persons, or 80%, are low and moderate income. Minorities make up 45.7% of the project beneficiaries.

Economic Revitalization/Failure to Function:

The proposed project will provide the residents of Somerville and the surrounding area with a safe, storm resistant facility which they do not have at the present. Citizens had no recourse or outlet to go for shelter during the 2008 storms and had to rely on family and friends who were also without adequate, safe accommodations.

Fayette County has implemented several programs improving storm safety for their community but without a safe, reliable facility the citizens cannot fully benefit from these programs. Below are a few of the ongoing programs offered to the citizens of Fayette County:

- Developing Community Emergency Response Team (CERT). CERT educates people about disaster preparedness for hazards that may impact their area and trains them in basic disaster response skills.
- Fayette County also has available a technical rescue team which provides technical rescue capabilities to the citizens.
- The County is equipped with a communication system that has the capabilities of dialing up residents as storms are approaching the area. This service provides advance notice which will allow persons to go to the proposed safe area and take shelter.

Somerville is 80% LMI where homes are poorly constructed. The unemployment rate is over ten percent. The majority of the housing stock cannot provide adequate shelter during natural disasters such as those that Fayette County experienced in 2008 and again in 2010. The proposed facility will be utilized for other activities and will be opened to the public as a community center. A new

community center facility will mitigate response concerns in the future by providing a facility that addresses the need for public safety and quick and reliable response to any future disaster. There are no other facilities in the project area adequate for use as a shelter, command center, or staging area.

Fayette County has limited resources and funding ability. Several industries and home owned businesses have closed in the area over the past years although the demand for emergency services is on the rise. The overall livability and safety of Fayette County is vital to attracting residents and industry to the county.

Commissioner German moved that the following General Fund amendment be approved. The motion was seconded by Commissioner Wilson 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 25th day of March, 2014, 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 13/14
March, 2014**

<u>Adjustment to Expenditure Accounts:</u>	INCREASE	DECREASE
<u>53400 Chancery Court</u>		
355 Travel		\$ <u>500.00</u>
435 Office Supplies	\$ <u>500.00</u>	
Subtotal-53400	\$ 500.00	\$ 500.00
<u>55110 Local Health Center</u>		
335 Maintenance & Repair	\$ <u>12,000.00</u>	
Subtotal-54110	\$ 12,000.00	
<u>55390 Appropriation to State</u>		
309 Contracts with Government Agencies		\$ <u>12,000.00</u>
Subtotal-55390		\$ 12,000.00
<u>58300 Veterans' Services</u>		
355 Travel		\$ <u>500.00</u>
719 Office Equipment	\$ <u>500.00</u>	
Subtotal-58300	\$ 500.00	\$ 500.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ 13,000.00	\$ 13,000.00

Prior Estimated Expenditures	\$ 2,674,557.50
Total Estimated Expenditures this Amendment	\$ 2,674,557.50
Projected Fund Balance before Amendment	\$ 2,668,216.50
Change in Fund Balance this Amendment	\$ 00.00
Estimated Ending Fund Balance as of June 30, 2014	\$ 2,668,216.50

Commissioner German also moved that the following General Fund Amendment for the Tobacco grant received by the Health Department be approved. The motion was seconded by Commissioner Brewer 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 25th day of March, 2014, 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 13/14
March, 2014**

<u>Adjustment to Revenue Accounts:</u>	INCREASE	DECREASE
46390 Other Health & Welfare Grants		<u>\$ 24,448.00</u>
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 24,448.00
<u>Adjustment to Expenditure Accounts:</u>	INCREASE	DECREASE
<u>55110 Local Health Center</u>		
169 Part-time Personnel	\$9,684.00	
201 Social Security	651.00	
212 Medicare	153.00	
599 Other Charges	<u>\$ 13,960.00</u>	
Subtotal-54110	\$ 24,448.00	
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ 24,448.00	
Prior Estimated Expenditures		\$ 2,674,557.50
Total Estimated Expenditures this Amendment		\$ 2,674,557.50
Projected Fund Balance before Amendment		\$ 2,668,216.50
Change in Fund Balance this Amendment		\$ 00.00
Estimated Ending Fund Balance as of June 30, 2014		\$ 2,668,216.50

Chairman Taylor introduced the new Fayette County Sheriff's Office Personnel/ Human Resources Policy to the Board. He stated no action is necessary on our part, the Sheriff just needs this policy read into the minutes.



FAYETTE COUNTY
SHERIFF'S OFFICE
SHERIFF BOBBY RILES

11.1

PERSONNEL / HUMAN RESOURCES POLICY

Effective Date: April 1, 2014	Number of Pages: 18
<input checked="" type="checkbox"/> New <input type="checkbox"/> Rescinds <input type="checkbox"/> Amended	Revised Dates:

I. EMPLOYMENT INFORMATION

A. Employment At Will

1. No policy, benefit, or procedure contained herein creates an employment contract for any period of time. All employees will be considered employment-at-will. Employees may be terminated for failure to satisfactorily perform their duties or simply at the will of the employer, but they shall not be terminated for a discriminatory or illegal purpose.
2. There will be a probation period for each employee that shall last at least six months. During this time employees will be closely supervised in order to be become familiar with duties and responsibilities. This probation period may be extended at the discretion of the Sheriff.
3. All new hires shall have a 5% reduction in their agreed upon pay during their probationary period. After the probationary period has ended, the new hire shall be eligible for any cost-of-living adjustments adopted during the probationary period, at the discretion of the Sheriff.

B. Personnel Files

1. An individualized personnel file will be maintained on each employee. It is the responsibility of each employee to provide accurate information to the employer. Employees are also responsible for reporting to the employer any changes in the information, which they have previously provided.

C. Immigration Papers

1. Upon initial employment, all employees are required to attest that they are lawfully eligible to work in the United States. Employees are further required to provide the employer copies of documents proving this eligibility.

D. Fair Labor Standards Act

1. Communications officers, detention officers, office staff, maintenance staff , and other non-law enforcement personnel will be paid on an hourly basis which covers all hours worked up to forty (40) during each workweek. The workweek will begin at 12:00 a.m. on Monday and end at 11:59 p.m. on Sunday. These employees will receive overtime compensation (in the form of overtime pay or compensatory time) for any hours worked over forty (40) in a workweek. No overtime will be earned until the employee has worked on the job over forty (40) hours for his/her workweek (vacation leave, sick leave, holiday hours, or any other form of paid leave shall not count towards the overtime threshold). An employee who works overtime will receive compensation at a rate of time and one-half. The Sheriff shall, at his discretion, choose whether compensation will be in the form of overtime pay or compensatory time in lieu of overtime pay. All employees shall have the understanding prior to performing work that compensatory time may be given in lieu of overtime pay. The employee's regular hourly pay rate will be multiplied by one and one half to determine the overtime rate of pay which will be paid for all hours actually worked over forty (40). Compensatory time will be calculated at a rate of time and one-half for all hours actually worked over forty (40) in a workweek. No additional overtime compensation will be given for hours worked under forty (40).
2. All law-enforcement employees will be paid on a 28-day pay period according to Fair Labor Standards Act law enforcement (7k) exemptions. A workweek will begin at 12:00 a.m. on Monday and end at 11:59 p.m. on Sunday. These employees will receive overtime compensation (in the form of overtime pay or compensatory time) for any hours worked over one hundred seventy one (171) in a 28 day work period (vacation leave, sick leave, holiday hours, or any other form of paid leave shall not count towards the overtime threshold). The Sheriff shall, at his discretion, choose whether compensation will be in the form of overtime pay or compensatory time in lieu of overtime pay. All employees shall have the understanding prior to performing work that compensatory time may be given in lieu of overtime pay. An employee who works overtime will receive compensation at a rate of time and one-half. The employee's regular hourly pay rate will be multiplied by one and one half to determine the overtime rate of pay which will be paid for all hours actually worked over one hundred seventy one (171) in a twenty eight day period. Compensatory time will be calculated at a rate of time and one-half for all hours actually worked over one hundred seventy one (171) in a twenty eight day period. No additional overtime compensation will be given for hours worked under one hundred seventy one (171).
3. Employees designated as salaried employees shall be paid a monthly salary which covers all hours worked up to (40) in each workweek for non-law enforcement employees or 171 hours in a 28 day work period for law enforcement (7k exempt) employees. The workweek will begin at 12:00 a.m. on Monday and end at 11:59 p.m. on Sunday. Salaried employees will receive overtime compensation (in the form of overtime pay or compensatory time) for any hours worked over forty (40) in a workweek or one hundred seventy one (171) in a 28 day work period for 7k exempt law enforcement employees. The Sheriff shall, at his discretion, choose whether compensation will be in the form of overtime pay or compensatory time in lieu of overtime pay. All employees shall have the understanding prior to performing work that compensatory time may be given in lieu of overtime pay. An employee who works overtime will receive compensation at a rate of time and one-half. Salaried employees will not receive overtime compensation if their job description meets the tests set forth in the Fair

Labor Standards Act overtime exemption requirements. To be overtime exempt an employee must (a) be paid at least \$23,600 per year (\$455 per week), and (b) be paid on a salary basis, and also (c) perform exempt job duties which require that the employee regularly supervises two or more other employees, AND has management as the primary duty of the position AND has some genuine input into the job status of other employees such as hiring, firing, promotions, or assignments.

4. No employee can accrue more than forty (40) hours of compensatory time unless approved by the Sheriff. The use of compensatory time is subject to the approval by the employer. Such approval will not be denied unless undue disruption to the office or department will occur.

E. Holidays

1. Employees of the Fayette County Sheriff's Office will be eligible to receive thirteen (13) paid holidays per year. Generally, the following holidays will be declared official holidays and all employees will automatically receive 8 hours of regular paid compensation for these holidays during the month in which they occur:

New Years Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving (observed in lieu of Columbus Day)	4 th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Years Eve	December 31

(See # 5 below for holiday observance policy if holiday falls on weekend.)

2. All full-time employees shall automatically receive 8 hours of holiday pay compensation paid at the employee's regular rate for each of the observed holidays. These hours shall be reported on the employee's timesheet under the holiday hours column. This 8 hours of compensation will be paid regardless of whether the employee is on his or her regular day off, on paid vacation leave, or on administrative paid leave (including suspension with pay). Holiday hours will not be paid to any employee who is on disciplinary suspension without pay. Holiday hours will not be paid to any employee who uses sick leave on the last scheduled work day prior to the holiday, on the actual day of the holiday, or on the first scheduled work day following the holiday. Holiday hours shall not count as on the job hours when calculating overtime.

3. Office staff, maintenance staff, salaried employees, and any other staff designated by the Sheriff as non-essential shall be excused from reporting to work on designated holidays (see #4 and #5 below). The employee's timesheet shall reflect zero (0) regular hours for that date and 8 holiday hours in the appropriate columns. In the event that one of these excused employees is required to report for duty on a holiday, he/she shall be compensated at his/her regular rate of pay for all hours worked on the holiday which will be reported in the regular hours column of the employee's timesheet. This compensation shall be in addition to the automatic 8 holiday hours the employee receives.
4. Law Enforcement, Communications Officers, Detention Officers, and any other essential positions may be required to work on holidays as per their regular schedule. If an essential employee is scheduled to work on a holiday, he/she shall be compensated at his/her regular rate of pay, which will be reported in the hours worked column of the employee's timesheet. This compensation shall be in addition to the automatic 8 holiday hours the employee receives which shall be reported under the holiday hours column.
5. Holiday hours will be paid on the corresponding days according to the yearly holiday schedule published by the Sheriff. These holidays are generally observed on the day of the holiday, except when a holiday falls on a weekend, in which case the holiday schedule may reflect the holiday being observed on an alternate date Monday-Friday.
6. To be eligible to receive holiday pay, an employee must be active full-time on the payroll during the month in which the holiday(s) occur. If an employee is out on paid leave and has exhausted all forms of paid leave (ex. sick or vacation) during a pay period and will not be receiving any form of paid compensation for that month, that employee will not be eligible to receive paid holidays for that pay period. Holiday pay will not be prorated, and an employee terminating employment will not be eligible to receive holiday pay for holidays occurring during months which the employee was not actively on the payroll.

II. EMPLOYEE LEAVE

A. Sick Leave Accrual

1. In order for Fayette County Sheriff's Office to maintain and provide the highest level of service to the community, your attendance is absolutely necessary. In case of an illness or injury that would prevent you from reporting to work at your scheduled time, you are required to notify your immediate supervisor at least two hours prior to the start of your shift. The time you call is important in preparing - the workload.
2. Sick leave shall be considered a benefit and privilege and not a right. Full time employees will receive full pay during incapacity caused by illness if sick leave is taken.
3. Sick leave is earned at the rate of 8 hours per month.
4. There is no maximum accumulation of sick leave credits. Sick leave has no cash value. In the event of retirement, all unused sick leave will be credited toward time of service and used to calculate retirement benefits.
5. If an employee is in a paid status for one-half of the month or more, he/she will be credited with 8 hours sick leave for the month. Otherwise, he/she will not accrue any time for the month.

B. Use of Sick Leave

1. An employee may utilize sick leave allowances for absences due to his/her own illness or injury.
2. Sick leave may be used during an illness of mother, father, wife, husband, or children.
3. Sick leave may also be used for appointments with a licensed doctor, dentist, or recognized practitioners.
4. When appropriate, a partial sick day may be used rather than a full day.
5. Employees who become ill during the period of their vacation may request that their vacation be temporarily terminated and the time be changed to sick leave. Such request, however, must be justified by means of a doctor's statement upon return to work.
6. No employee may give or loan sick leave to another employee. Employees are strongly encouraged to use sick leave benefits sparingly as well as to explore the short-term and long-term disability insurance products offered through payroll deduction.
7. Any non-emergency surgery will be discussed with the employer before the surgery is scheduled.
8. The Sheriff reserves the right to verify that employees are at home during the use of sick leave. In the event that an employee is attending a doctor visit during a sick leave / home check verification, it shall be the responsibility of the employee to provide proof of such.
9. Employees shall not be permitted to work any other form of outside employment during the use of sick leave unless expressly permitted to do so by the Sheriff.
10. Evidence of abuse of sick leave benefit will result in the leave being unpaid and shall be grounds for dismissal or disciplinary action.

C. Documentation of Sick Leave

1. Employees are required to notify the employer as early as possible on the first day of their sick leave absence.
2. An employee must take part of a day as sick leave when doctor, dental, or optical appointments are required for the employee or his/her children.
3. Sick leave may be taken in multiples of not less than one-half days.
4. An employee who claims three consecutive days or more of sick leave shall furnish a doctor's statement upon the employee's next shift that they return to work. The doctor's statement should provide that the employee has been incapacitated for work for the period of his/her absence, and that he/she is again physically AND mentally able to perform his/her duties.

5. An employee may be required to furnish a doctor's statement for the use of any sick leave, even if such leave is does not fall consecutively as per #4 above, if there is suspicion that the employee is abusing the sick leave benefit. Grounds for suspicion of abuse of the sick leave benefit shall include but not be limited to:
 - a. Employee takes the day off sick before, on, or after a holiday
 - b. Employee calls in sick on the same days each year
 - c. Employee has a vacation request denied and calls in sick on those days
 - d. Employee has an unusual number of sick days occurring on days consecutive to the employee's regular days off
 - e. Employee otherwise creates suspicion or shows an unusual pattern of sick leave use

D. Exhaustion of Sick leave

1. Employees who have used all of their accumulated sick leave will not receive financial compensation for additional days needed due to illness or injury.
2. For additional time needed, the employee will be considered as on a leave without pay status unless the employee has any accumulated vacation time or compensatory time remaining.
3. The employee may request that additional sick leave be credited against the remaining vacation or compensatory time.
4. Employees who have exhausted all available sick leave, vacation time, and compensatory time and do not immediately return to duty will be subject to termination for failure to report for duty.
5. Accumulated sick leave shall not be used for worker's compensation benefits.

E. Family Medical Leave Act

1. Family Medical Leave time will be taken due to employee or eligible family member's illness or eligible condition. Sick leave will be used simultaneously until exhausted when Family Medical Leave is authorized.
2. Eligible employees are those who have been employed for at least twelve months, who have provided at least 1250 hours of service during twelve months before leave is requested, and who at a work site where at least fifty employees are on the payroll (either at that site or within a seventy-five mile radius).
3. Parent is defined as a mother or father of an employee, or an adult who had day to day responsibility for caring for the employee during his or her childhood years in place of the natural parents.
4. Son or daughter or child is defined as the biological, adopted, or foster child, a stepchild, legal ward, or child of a person standing in the position of parents, who are under the age of 18 years. Children who are 18 years or older qualify, if they are incapable of self-care because of mental or physical disability.
5. Serious health condition is defined as an illness, injury, impairment, or physical or mental condition involving either in-patient care or continuing treatment by a health care provider. Examples of serious health conditions include but are not

- limited to heart attacks, heart conditions requiring heart bypass or valve operations, most cancers, back operations requiring extensive therapy or surgical procedures, strokes, respiratory conditions, spinal injuries, severe arthritis, etc.
6. An eligible employee may take up to twelve weeks of unpaid leave in a twelve month period for the birth of a child or the placement of a child for adoption or foster care. Under the Tennessee Maternity Leave act, a female may take additional four weeks of unpaid leave if the three month advance notice is in compliance. Leave may also be taken to care for a child, spouse, or parents who have a serious health condition.
 7. The right to take leave applies equally to male and female employees who are eligible.
 8. Unpaid leave for the purposes of care for a newborn child or a newly adopted or foster care child must be taken before the end of the first twelve months following the date of birth or placement.
 9. An expectant mother may take unpaid medical leave upon the birth of the child, or prior to the birth of her child for necessary medical care and if her condition renders her unable to work. Similarly, for adoption or foster care, leave may be taken upon the placement if absence from work is required for the placement to proceed.
 10. An employee may take unpaid leave to care for a parent or spouse of any age who, because of serious mental or physical condition, is in the hospital or other health care facility. An employee may also take leave to care for a spouse or parent of any age who is unable to care for his or her own basic hygiene, nutritional needs, or safety. Examples include a parent or spouse whose daily living activities are impaired by such conditions as Alzheimer's disease, stroke, who is recovering from major surgery, or who is in the final stages of terminal illness.
 11. Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
 12. Eligible employees may take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.
 13. Eligible employees, who are unable to perform the functions of the position held because of a serious health condition, may request up to twelve weeks unpaid leave. The term serious health condition is intended to cover conditions or illnesses that affect an employee's health to the extent that he or she may be absent from work on reoccurring bases or for more than a few days with treatment or recovery.

14. Employees requesting medical leave due to their own illness or injury must simultaneously exhaust any sick leave, annual leave, personal days, or vacation days. The combination of sick leave, annual leave, floating holidays, and unpaid leave may not exceed twelve weeks. An employee who fails to return at the end of an approved leave of absence shall be considered to have resigned at the end of the leave of absence, but may be eligible for rehire in the full and complete discretion of the Sheriff.
15. During periods of unpaid leave, an employee will not accrue any additional seniority or similar employment benefits during the leave.
16. If spouses are employed by the same employer and wish to take leave for the care of a new child or a sick parent their aggregate leave is limited to twelve weeks. For example, if the person takes eight weeks of leave to care for the child, the mother will be entitled to four weeks leave, for a total of twelve weeks of leave.
17. An eligible employee must provide the employer at least thirty days advance notice of the need for leave for birth, adoption, or planned medical treatment, when the need for leave is foreseeable. This thirty day advance notice is not required in cases of medical emergency or other unforeseeable events, such as premature birth, or sudden changes in a patient's condition that require a change in scheduled medical treatment.
18. Parents who are awaiting the adoption of a child and are given little notice of the availability of a child may also be exempt from this thirty day notice.
19. The employer reserves the right to verify an employee's request for family medical leave.
20. If an employee requests leave because of a serious health condition or to care for a family member with a serious health condition, the employer requires that the request be supported by certification issued by the health care provider of the eligible employee or the family member as appropriate. If the employer has reason to question the original certification, the employer may, at the employer's expense, require a second opinion from a different health care provider chose by the employer. The employer on a regular basis may not employ that health care provider. If a resolution of the conflict cannot be obtained by a second opinion, a third opinion may be obtained from another provider and that opinion will be final and binding.
21. The certification must contain the date on which the serious health condition began, its probable direction, and appropriate medical facts regarding the condition. The certification must also state the employee's need to care for the son, daughter, spouse, or parent and must include an estimate of the amount of time the employee is needed to care for the family member.
22. Medical certification shall be treated as confidential and privileged information.
23. An employee will be required to report periodically to the employer of the status and the intention of the employee to return to work.
24. Employees who have taken unpaid leave under this policy must furnish the employer with a medical certification from the employee's health care provider that the employee is able to resume work before return is granted.
25. The employer shall maintain health insurance benefits, paid by the employer for the employee during periods of unpaid leave without interruption. The employee must pay any payment for family coverage premiums, or other payroll deductibles for insurance policies or the benefits may not be continued.

26. The employer has the right to recover from the employee all health insurance premiums paid during the unpaid leave if the employee fails to return to work after leave. Employees who fail to return to work because they are unable to perform the functions of their job because of their own serious health condition or because of the continued necessity of caring for a seriously ill family member may be exempt from the recapture provision.
27. Leave taken under this policy does not constitute a qualifying event that entitles an employee to COBRA insurance coverage. However, the qualifying event triggering COBRA coverage may occur when it becomes clearly known that an employee will not be returning to work, and therefore ceases to be entitled to leave under this policy.
28. Leave taken under this policy can be taken intermittently or on a reduced leave schedule when medically necessary as certified by the health care provider. Intermittent leave or reduced leave schedules for routine care of a new child may be taken only with the approval of the employer. The employee and the employer must mutually agree upon the schedule.
29. The employer may temporarily transfer employees on intermittent or reduced leave schedules to an equivalent alternative position that may better accommodate the intermittent or reduced leave schedule.
30. Intermittent or reduced leave may be spread over a period of time longer than twelve weeks total leave in one twelve month period.
31. Employees who are granted leave under this policy shall be reinstated to an equivalent or the same position held prior to the commencement of their leave.
32. Certain highly compensated employees, who are salaried and among the ten percent highest paid employees may be denied restoration. Restoration may be denied if (a) the employer shows that such a denial is necessary to prevent substantial and grievous injury to the employer's operations, (b) the employer notifies the employee that it intends to deny restoration on such basis at the time the employer determines that such injury would occur, and (c) in any case which the leave has commenced, the employee elects not to return to work within a reasonable period of time after receiving such notice.
33. The twelve month period during which an employee is entitled to twelve weeks of Family Medical Leave is measured forward beginning January 1 of each year.

F. Maternity Leave (Tennessee Code Annotated 4-21-408)

1. Employees who have been employed for at least twelve (12) consecutive months as full-time employees, as determined at the job site or location, may be absent from such employment for a period not to exceed four (4) months for adoption, pregnancy, childbirth and nursing an infant, where applicable, referred to as "leave" in this section. With regard to adoption, the four-month period shall begin at the time an employee receives custody of the child (such period to be hereinafter referred to as "maternity leave".)
2. Employees who give at least three (3) months' advance notice of their anticipated date of departure for such leave, their length of leave, and their intention to return to full-time employment after leave, shall be restored to their previous or similar positions with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave.

3. Employees who are prevented from giving three (3) months' advance notice because of a medical emergency that necessitates that leave begin earlier than originally anticipated shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) months' advance notice. Employees who are prevented from giving three (3) months' advance notice because the notice of adoption was received less than three (3) months in advance shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) month's advance notice.
4. An employee may utilize accrued but unused sick leave, vacation leave, or compensatory time to remain on a paid status during maternity leave. Any leave taken after those accrued days have expired shall be without pay. Maternity leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, or programs for which she was eligible for at the date of her leave, any other benefits or rights of her employment incident to her employment position; provided, however, that the employer need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless such employer so provides for all employees on leave of absence.
5. The employer need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless such employer so provides for all employees on leave of absence.
6. If an employee's job position is so unique that the employer cannot, after reasonable efforts, fill that position temporarily, then the employer shall not be liable under this part for failure to reinstate the employee at the end of her maternity leave period.
7. The purpose of this section is to provide leave time to employees for adoption, pregnancy, childbirth and nursing the infant, where applicable; therefore, if an employer finds that the employee has utilized the period of leave to actively pursue other employment opportunities or if the employer finds that the employee has worked part time or full time for another employer during the period of leave, then the employer shall not be liable under this section for failure to reinstate the employee at the end of the leave.
8. Whenever the employer shall determine that the employee will not be reinstated at the end of the leave because the employee's position cannot be filled temporarily or because the employee has used the leave to pursue employment opportunities or to work for another employer, the employer shall so notify the employee.

G. Bereavement Leave

1. In the case of death in the employee's immediate family (father, mother, husband, wife, child, or grandchild) the employee will be given two working days of paid leave which will not be charged to vacation leave. If the employee has accumulated sick leave, the employee may take an additional three days of sick leave to extend bereavement leave for an immediate family member.
2. The employee shall be given one working day paid leave which will not be charged to vacation leave in the case of death of a stepchild, brother, sister, mother-in-law, father-in-law, or grandparent of the employee. If the employee has accumulated sick leave, they may take an additional two days of their sick leave.
3. For any other blood relative or close friend, the employee may take one day of accumulated sick leave if available.

H. Jury and Court Duty

1. It is desirous for all employees to fulfill to serve as members of juries or to testify when called in both federal and state courts. Therefore, the following procedures shall regulate when an employee is called for jury duty or subpoenaed to court.
2. The employee will be granted a leave of absence when the employee is subpoenaed or directed by property authority to appear in federal or state court as a witness or juror.
3. The employee will receive his regular compensation during the time he/she is serving as a juror.
4. The employee must refund to his employer all compensation of fees that he receives for serving as a juror during normal working hours.
5. If the employee is relieved from court or jury duty during working hours, the employee must report back to his/her employer.
6. The above provisions concerning compensation for time in court do not apply if the employee is involved in private litigation. On these occasions the employee must take vacation leave or leave without pay.

I. In the Line of Duty Injury Leave

1. Any employee sustaining an injury or an illness during the course and scope of his employment which is determined to be compensable under the provisions of the Worker's Compensation Law shall be entitled to receive in the line of duty injury leave. This leave shall not be counted against any accrued sick leave that the employee has accumulated. The provisions of the Worker's Compensation Law will determine benefits that are receivable by the employee.

J. Military Leave

1. Full-time employees who are members of any military reserve component will be granted military leave for such time as they are in the military service on field training or active duty for periods not to exceed twenty working days per calendar year. This time may not be used for weekend drills. Such requested leave shall be supported with copies of the armed forces orders.
2. Full-time employees who are members of a military reserve unit who have completed their military-training duty for the calendar year and are reactivated for additional training, will be allowed an additional twenty days military leave if the additional military training occurs during the calendar year and fulfills the employee's military training obligation for the subsequent calendar year.
3. During such time that the employee is on military training leave, he/she shall receive full pay and benefits to which he/she would otherwise be entitled.

K. Extended Leave – Law Enforcement Powers

1. Law Enforcement employees who are on extended leave are considered to be on a non-enforcement status and are relieved of all law enforcement powers and authority until they return to duty. Any law enforcement officer on non-enforcement status shall not wear Sheriff's Office uniform or display their badge or identification.

L. Vacation Leave Accrual

1. Vacation time will be accrued by regular full-time members of the department calculated on the basis of 8 hours per month (for vacation purposes one week is defined as five work days.)
2. Any vacation time in excess of 120 hours at the end of a calendar year shall be automatically credited to the sick time the employee has accumulated to be applied towards retirement.
3. No employees may give or loan vacation to another employee, unless used for a serious sickness or serious injury.

M. Request for Vacation Leave

1. A vacation calendar will be posted in each division. Members may sign up for up to 10 days of vacation leave during this time if they wish to reserve a particular time period.
2. Employees may not sign up for vacation leave prior to sixty days (90) before the dates of the actual leave being requested unless authorized to do so by the Sheriff.
2. Vacation leave will be granted on a first come first served basis. Should conflict arise involving more than the allotted number of personnel requesting vacation leave for the same dates, approval will be granted on the basis of seniority.
3. No more than one member per shift of the Uniformed Patrol Division will be allowed vacation leave during the same time. In all other divisions, only one member of that division will be allowed vacation leave during a given time. Only one supervisor in each division will be allowed vacation leave during a given time. Command Staff excluded from this restriction with approval of the Sheriff.
4. Vacation time shall only be taken at the rate of one week per request unless otherwise approved by the Sheriff. Only one vacation request (one week) will be allowed per one month period unless approved by the Sheriff.
6. Vacation Request Forms must be submitted 30 days in advance of the proposed date of leave and shall be submitted to the member's division commander. The division commander shall conduct a manpower assessment and approve or disapprove the request. Requests not approved shall state the reason for disapproval.
7. Vacation leave requests submitted later than 30 days prior to the proposed date of leave may be summarily disapproved and no reason for disapproval shall be required.
8. After review of Vacation Leave Request Forms, the division commander shall forward the request to the Chief Deputy for final review by the Sheriff. A copy of the approved or denied request will be sent to the employee, his/her supervisor and the division commander.

N. Applicability of Vacation Leave

1. All vacation leave is subject to the guidelines set forth by the Sheriff.

O. Cancellation of Vacation Leave

1. Every member taking authorized vacation leave shall be subject to be ordered to report for duty at any time.
2. Scheduled vacation leave shall be subject to cancellation by the Sheriff or division commander at any time if manpower requirements dictate such necessity.

P. Disposition of Accrued Vacation Leave Upon Termination

1. Except as otherwise provided and subject to the limitation stated in this section, upon termination of the employment, the employee shall be paid for all accrued but unused vacation time he or she may have as of his or her last working day. Also, each terminating employee shall be paid a prorated portion of unaccrued vacation leave. Payment shall be, at the option of the employer either by terminal leave or by lump sum payment. In either event, or whether termination is voluntary or involuntary, the discretion to determine the employee's last working day is reserved to the Sheriff.
2. Terminal leave is that period during which an employee remains on the payroll beyond his or her last working day until all of his or her accrued annual leave has been exhausted.
3. If an employee is paid for his or her accrued but unused annual leave by terminal leave, the date on which his or her annual leave is exhausted shall be the official day of termination.
4. During a period of terminal leave, an employee shall not earn additional annual or sick leave and shall not be eligible for use of sick leave, and shall not be eligible for any salary increase. However, an employee shall receive credit for any official holidays occurring during a period of terminal leave.
5. If a terminating employee elects to be paid for his or her accrued but unused annual leave by lump sum payment, the employee's last working day shall be the official date of termination.
6. Payment for accrued annual leave under this section shall not be limited to the maximum accumulation amount which may be carried forward from one calendar year to the next if the last working day occurs prior to January 1 (even if the terminal leave period extends beyond January 1.)
7. An employee who is dismissed for gross misconduct or who resigns to avoid dismissal for gross misconduct shall not be entitled to any compensation for accrued but unused vacation leave at the time of dismissal.
8. All personnel entitled to accrue vacation leave may request use of vacation leave at the specified time by application to the discretion of the Sheriff, who is responsible for planning the work under his or her control, and should be approved only at such times as the employee can best be spared.

Q. Part-Time Employees Not Included / Leave Benefits

1. A part-time / temporary employee designation will be used for those employees whose regular assigned work schedule includes no more than thirty two hours per week. The sick/vacation/bereavement leave benefits set out in this policy are intended to apply only to full-time employees (unless otherwise specifically noted). These rules and regulations are not intended to establish paid leave of any kind for part-time/temporary employees.

III. DRUG / ALCOHOL FREE WORKPLACE POLICY

- A. The Fayette County Sheriff's Office is a drug and alcohol free workplace. Fayette County recognizes that alcohol and drug abuse in the workplace has become a major concern. We believe that by reducing drug and alcohol use we will improve the safety, health, and productivity of the employees. The object of the county's alcohol and drug policy is to provide a safe and healthy work place for all employees, to comply with federal and state health and safety regulations, and to prevent accidents.
- B. All employees are subject to pre-employment drug / alcohol testing requirements as well as random drug / alcohol screens as per the Fayette County Drug and Alcohol Free Workplace Policy.
- C. A copy of this policy is maintained in its entirety by the Sheriff's Office and shall be available for review by employees.
- D. Each employee is responsible for becoming familiar with this policy. All employees shall sign an acknowledgement that they are familiar with the drug and alcohol free workplace policy and will follow the guidelines set forth in this policy.

IV. HARASSMENT (SEXUAL, ETHNIC, RACIAL, OR RELIGIOUS)

- A. In order to maintain a quality working environment for all employees or potential employees of this Department so that they may work free from intimidation, humiliation, insult, or be subject to offensive, physical or verbal abuse or actions of a sexual, ethnic, racial or religious nature, the Fayette County Sheriff's Office adopts this policy against sexual, ethnic, racial or religious harassment or otherwise defined as unwanted conduct.
- B. Sexual, ethnic, racial or religious harassment is an offense, first against this Sheriff's Office, and second, an offense against any specific employee or group of employees. Offenses refer to physical or verbal actions that have the purpose or effect of creating a hostile, offensive, or intimidating working environment that have sexual, ethnic, racial or religious basis. Examples would include, but are not limited to physical contact of a sexual nature; sexual, ethnic, racial or religious related jokes, comments, insults, cartoons, innuendo, or personal contact or mannerisms that could be construed as intentionally offensive in these described areas.
- C. It is this Department's position to take affirmative action to prevent such unwarranted and unwanted conduct from occurring and to deal with all such reported incidents in a fair, impartial and expeditious manner. All complaints or incidents will be investigated on a case-by-case basis. In those instances where a violation has been shown to occur, immediate action will be taken to remedy the situation and to prevent its recurrence.
- D. All persons who violate this policy will be subjected to disciplinary procedures up to and including discharge.

- E. It is each employee's responsibility to help to eliminate all forms of prohibited harassment and unwanted conduct. It will be every supervisor's responsibility to prevent such behavior from occurring within his work jurisdiction.
- F. Employees filing a complaint under this policy shall be free to do so without fear of reprisal, retaliation, or further harassment.
- G. Procedur  Concerning Harassment Complaints
 - 1. A member of the Sheriff's Office should clearly tell the offending party to stop the offensive conduct because it is perceived to be in violation of this order. The rationale behind this is to ensure that the potential offender realizes the conduct is being perceived as offensive and not just as harmless activity.
 - 2. If the unwanted conduct continues, the offended employee should contact his/her supervisor.
 - 3. Employees are free to contact their supervisor directly, without notifying the offending party.
 - 4. Due to the nature of harassment complaints and the possibility that a supervisor may be involved, member wishing to make a harassment complaint may make direct contact with the divisional commander of the party involved or the Sheriff.
 - 5. In the event that complaint shall be made against the Sheriff, the complaint shall be filed with County Mayor for investigation.
 - 6. All complaints shall be filed in writing and signed by the individual filing the complaint.
 - 7. The supervisor or individual conducting the investigation shall file a written report detailing the investigation, the findings of the investigation, and the corrective action taken against the offending party if the complaint is founded.

V. DEPARTMENTAL VEHICLE POLICY

- A. Each Sheriff's Office employee who has been assigned a take home vehicle must strictly adhere to the following rules of conduct:
 - 1. With the exception of de minimis personal use, Sheriff's Office vehicles will be used for official Sheriff's Office business only.
 - 2. Sheriff's Office employees are subject to be called to duty during times of emergency or manpower shortages. Both law enforcement and non-law enforcement employees assigned a take home vehicle shall be required to commute to and from work in their Sheriff's Office vehicle due to this always "on-call" status.
 - 3. Employees are responsible for the security of the vehicle and its contents while on and off-duty.
 - 4. Unattended vehicles will be locked at all times. When vehicles are not in use, keys must be removed and vehicles locked.
 - 5. Unauthorized individuals are not to operate any Sheriff's Office vehicle at any time.

6. No vehicle shall be driven while consuming alcohol nor may any alcoholic beverages be transported in the vehicle except that which is seized as evidence.
 7. All accidents (on or off the road), whether at fault or not at fault, shall be reported to the Sheriff or his designee as soon as possible. Accidents shall be immediately reported to the proper jurisdictional law enforcement agency.
 8. Employees will follow all traffic laws while operating his/her assigned vehicle except when responding to an emergency call and then following T.C.A. 55-8-108.
 9. Seat belts shall be used while the vehicle is in motion except when officer safety dictates otherwise.
 10. Unauthorized bumper stickers or window stickers are not permitted.
 11. Vehicles are subject to random inspection and or searches at any time without notice.
 12. All Sheriff's Office vehicles shall be kept clean and in orderly condition.
 13. All Sheriff's Office vehicles shall be maintained in good mechanical order.
 14. Employees will use the most direct route while travelling to and from home.
- B. Employees who are assigned a Sheriff's Office vehicle and are required to drive them to and from work are permitted to carry as passengers members of their households and those non-members of their households listed below, to the following destinations when the employee has no other reasonable convenient means of transporting those people. Such use shall be considered de minimis use:
1. Members of the employee's household may be transported:
 - a. To and from school and work, using the most direct route to those destinations, when the employee himself or herself is driving to and from work or carrying out legitimate and necessary Sheriff's Office business.
 - b. To and from babysitters, childcare centers, residences and businesses of family members, friends and neighbors; or any other reasonable destination where safety, security, comfort, and well-being of the officer's household members will be secured or promoted when the officer is required to respond to a call to perform legitimate and necessary Sheriff's Office business.
- C. The Sheriff may authorize the personal use of unmarked police vehicles under the following circumstances:
1. Personal use must be incident to use for law-enforcement purposes; i.e., no vacation use.
 2. The vehicle must be used by a full-time law enforcement officer; i.e. officer authorized to carry firearms, execute warrants, and make arrests. The officer must regularly carry firearms, except when it is not possible to do so because of the requirements of undercover work.

- D. The use of marked and unmarked vehicles by law enforcement officers, including the use to commute to and from home and duty station, shall be considered qualified non-personal use and therefore a working condition benefit which will be excluded from the employee's wages as a fringe benefit for tax computation purposes.
- E. Take home vehicles provided to non-law enforcement members shall use the I.R.S. Commuting Valuation Rule whereby the employee shall report fringe benefit use of the vehicle in the value of \$1.50 for each one way commute between home and duty station and/or duty station to home.

VI. NO SMOKING POLICY

- A. There shall be no smoking in any enclosed building over which Fayette County Government has control. Each supervisor / elected official shall adhere to this policy and shall make every effort to enforce this regulation over the general public and their employees.
- B. Any employee who violates this provision shall receive an initial reprimand from their supervisor / elected official, which shall be placed in their personnel file. A second violation shall result in forfeiture of one day's pay, and a report placed in their personnel file. A third violation will result in termination from employment.
- C. All supervisors and elected officials are required to enforce this provision. Any elected official found violating this policy, either personally or by allowing the general public or their employees to violate this policy, waives any protection from the county and accepts personal responsibility of the fines the state law imposes.

VII. NO TEXTING WHILE DRIVING

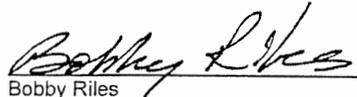
- A. Text messaging is prohibited while driving company vehicles or while driving on company business.
- B. As used in this policy driving means operating a motor vehicle on an active roadway, including while temporarily stationary because of traffic, a traffic light, stop sign or otherwise.
- C. Driving does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.
- D. Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information or engaging in any other form of electronic data retrieval or electronic data communication.
- E. Text messaging does not include glancing at or listening to a navigational device provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

VIII. TITLE VI COMPLIANCE

- A. Title VI covers all agencies receiving federal funds.
- B. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under the direction of the Fayette County Sheriff's Office.
- C. Anyone who believes that the Fayette County Sheriff's Office has discriminated against someone on the basis of race, color, or national origin has a right to file a complaint within 180 days of the alleged discrimination.
- D. Title VI complaints may be filed with the Title VI coordinator, in writing, within 180 days of the alleged discrimination. Complaint forms may be obtained by contacting the Title VI coordinator.
- E. The Fayette County Sheriff's Office shall remain in compliance with all laws, rules, and regulations with regard to Title VI discrimination.

IV. REVIEW OF PROCESS

- A. The Sheriff's Command Staff shall conduct a periodic review of this policy to determine if it should be revised, cancelled or continued in its present form.
- B. This policy shall remain in effect until revoked or superseded by competent authority.


 Bobby Riles
 Sheriff

3/20/14
 Date

Reviewed by County Attorney:

Signature 

Date 3-20-14

This policy was read into the minutes of the Fayette County Commission on _____.

Chairman Taylor also introduced the following requirements for the "ThreeStar" program, and asked that they be read into the minutes also.



Fayette County Government

Rhea Taylor / County Mayor

Fiscal Strength and Efficient Government Fiscal Confirmation Letter ThreeStar Program requirements

This document confirms that Fayette County has taken the following actions in accordance with the requirements of the ThreeStar Program:

- The county mayor has reviewed with the county commission at an official meeting the county's debt management policy that is currently on file with the Comptroller of the Treasury Office. The purpose of this requirement is to ensure that local elected officials are aware and knowledgeable of the county's debt management policy.
- The county mayor and county commission acknowledge that an annual cash flow forecast must be prepared and submitted to the Comptroller prior to issuance of debt. The purpose of this requirement is to ensure elected officials are aware that prior to the issuance of debt the county must go through the process of assessing the county's cash flow. This is done to evaluate the county's finances and confirm that sufficient revenues are available to cover additional debt service associated with the proposed issuance of debt.

Debt Management Policy

This is an acknowledgement that the Debt Management Policy of Fayette County is on file with the Office of the Comptroller of the Treasury and was reviewed with the members of the Fayette County Commission present at the meeting held on the 25th day of March 2014.

___ Minutes of this meeting have been included as documentation of this agenda item.

Annual Cash Flow Forecast

This is an acknowledgement that prior to the issuance of debt an annual cash flow forecast was prepared for the appropriate fund and submitted to the Comptroller's office and was reviewed with the members of the Fayette County Commission present at the meeting held on the 25th day of March 2014.

___ Minutes of this meeting have been included as documentation of this agenda item.

Acknowledged this 26th day of March, 2014.

County Mayor/Executive Name

Signature

P.O. Box 218, 13095 North Main, Somerville, Tennessee 38068 • Phone (901) 465-5202 • Fax (901) 465-5229

RESOLUTION

TO ADOPT A DEBT MANAGEMENT POLICY FOR FAYETTE COUNTY

WHEREAS, *Tennessee Code Annotated*, Section 9-21-151(b)(1), authorizes the State Funding Board to develop model financial transaction policies for local governments and local government instrumentalities;

WHEREAS, the State Funding Board had adopted a statement on debt management and directed local governments and government entities that borrow money to draft their own debt management policies with certain mandatory provisions; and

WHEREAS, the Fayette County Legislative Body has prepared a debt management policy that includes the mandatory provisions relative to transparency, professionals and conflicts.

NOW, THEREFORE, BE IT RESOLVED by the Fayette County Legislative Body meeting in regular session at Somerville, Tennessee, on this 25th day of October, 2011, that:

SECTION 1. The debt management policy attached as Exhibit A to this resolution, incorporated by reference, is hereby adopted.

SECTION 2. This resolution shall take effect upon passage, the public welfare requiring it.

ADOPTED this 25th day of October, 2011.

APPROVED:



Rhea Taylor, County Mayor

ATTEST:



Sue Culver, County Clerk

Exhibit A attached



**FAYETTE COUNTY
TENNESSEE**

Debt Management Policy

Formally Adopted: October 25, 2011

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INTRODUCTION

This Debt Management Policy (the "Debt Policy") is a written guideline with parameters that affect the amount and type of debt that can be issued by Fayette County, Tennessee (the "County"), the issuance process and the management of the County's debt. The purpose of this Debt Policy is to improve the quality of management and legislative decisions and to provide justification for the structure of debt issuances consistent with the Debt Policy's goals while demonstrating a commitment to long-term capital planning. It is also the intent of the County that this Debt Policy will signal to credit rating agencies, investors and the capital markets that the County is well managed and will always be prepared to meet its obligations in a timely manner. This Debt Policy fulfills the requirements of the State of Tennessee regarding the adoption of a formal debt management policy on or before January 1, 2012.

This Debt Policy provides guidelines for the County to manage its debt and related annual costs within both current and projected available resources while promoting understanding and transparency for our citizens, taxpayers, rate payers, businesses, investors and other interested parties.

The County may, from time to time, review this Debt Policy and make revisions and updates, if warranted.

Fayette County, Tennessee
DEBT MANAGEMENT POLICY

I. INTRODUCTORY STATEMENT

In managing its Debt (defined herein as tax-exempt or taxable bonds, capital outlay notes, other notes, capital leases, interfund loans or notes and loan agreements); it is the County's policy to:

- Achieve the lowest cost of capital within acceptable risk parameters
- Maintain or improve credit ratings
- Assure reasonable cost access to the capital markets
- Preserve financial and management flexibility
- Manage interest rate risk exposure within acceptable risk parameters

II. GOALS AND OBJECTIVES

Debt policies and procedures are tools that ensure that financial resources are adequate to meet the County's long-term capital planning objectives. In addition, the Debt management policy (the "Debt Policy") helps to ensure that financings undertaken by the County have certain clear, objective standards which allow the County to protect its financial resources in order to meet its long-term capital needs.

The Debt Policy formally establishes parameters for issuing debt and managing a debt portfolio which considers the County's specific capital improvement needs; ability to repay financial obligations; and, existing legal, economic, and financial market conditions. Specifically, the policies outlined in this document are intended to assist in the following:

- To guide the County in policy and debt issuance decisions
- To maintain appropriate capital assets for present and future needs
- To promote sound financial management
- To protect the County's credit rating
- To ensure the County's debt is issued legally under applicable state and federal laws
- To promote cooperation and coordination with other parties in the financing
- To evaluate debt issuance options

III. PROCEDURES FOR ISSUANCE OF DEBT

1) Authority

- a) The County will only issue Debt by utilizing the statutory authorities provided by *Tennessee Code Annotated* as supplemented and revised ("TCA") and the Internal Revenue Code (the "Code").
- b) The County will adhere to any lawfully promulgated rules and regulations of the State and those promulgated under the Code.
- c) All Debt must be formally authorized by resolution of the County's Legislative Body.

2) Transparency

- a) It is recognized that the issuance of Debt must have various approvals and on occasion, written reports provided by the State of Tennessee Comptroller's office either prior to adoption of resolutions authorizing such Debt, prior to issuance and/or following issuance. The County, in conjunction with any professionals (including, but not limited to, financial advisors, underwriters, bond counsel, etc. which may individually or collectively be referred to herein as "Financial Professionals") will ensure compliance with TCA, the Code and all federal and State rules and regulations. Such State compliance will include, but not be limited to, compliance with all legal requirements regarding adequate public notice of all meetings of the County related to consideration and approval of Debt. Additionally, the County shall provide the Tennessee Comptroller's office sufficient information on the Debt to not only allow for transparency regarding the issuance, but also assuring that the Comptroller's office has sufficient information to adequately report or approve any formal action related to the sale and issuance of Debt. The County will also make this information available to its legislative body, citizens and other interested parties.
- b) The County will file its Audited Financial Statements and any Continuing Disclosure document prepared by the County or its Dissemination Agent. To promote transparency and understanding, these documents should be furnished to members of the Legislative Body and made available electronically or by other usual and customary means to its citizens, taxpayers, rate payers, businesses, investors and other interested parties by posting such information on-line or in other prominent places.

IV. CREDIT QUALITY AND CREDIT ENHANCEMENT

The County's Debt management activities will be conducted in order to maintain or receive the highest possible credit ratings. The Mayor and Finance Director in conjunction with any Financial Professionals that the County may chose to engage will be responsible for maintaining relationships and communicating with one or more rating agencies.

The County will consider the use of credit enhancements on a case-by-case basis, evaluating the economic benefit versus cost for each case. Only when clearly demonstrable savings can be shown shall an enhancement be considered. The County will consider each of the following enhancements as alternatives by evaluating the cost and benefit of such enhancements:

1) Insurance

The County may purchase bond insurance when such purchase is deemed prudent and advantageous. The predominant determination shall be based on such insurance being less costly than the present value of the difference in the interest on insured bonds versus uninsured bonds.

2) Letters of Credit

The County may enter into a letter-of-credit ("LOC") agreement when such an agreement is deemed prudent and advantageous. The County or its Financial Professionals, if any, may seek proposals from qualified banks or other qualified financial institutions pursuant to terms and conditions that are acceptable to the County.

V. AFFORDABILITY

The County shall consider the ability to repay Debt as it relates to the total budget resources, the wealth and income of the community and its property tax base and other revenues available to service the Debt. The County may consider debt ratios and other benchmarks compared to its peers when analyzing its Debt including materials published by the nationally recognized credit rating agencies.

VI. DEBT STRUCTURE

The County shall establish all terms and conditions relating to the issuance of Debt and will invest all bond proceeds pursuant to the terms of its investment policy, if any. Unless otherwise authorized by the County, the following shall serve as the Debt Policy for determining structure:

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1) Term

All capital improvements financed through the issuance of Debt will be financed for a period not to exceed the useful economic life of the improvements and in consideration of the ability of the County to absorb such additional debt service expense. The term of Debt shall be determined by, but not limited to, the economic life of the assets financed, conditions in the capital markets, the availability of adequate revenue streams to service the Debt and the existing pattern of Debt payable from such identifiable fund or enterprise activity, but in no event will the term of such Debt exceed forty (40) years, as outlined in TCA.

2) Capitalized Interest

From time to time, certain financings may require the use of capitalized interest from the date of issuance until the County is able to realize beneficial use and/or occupancy of the financed project. Interest may be capitalized through a period permitted by federal law and TCA if it is determined that doing so is beneficial to the financing by the Legislative Body and is appropriately memorialized in the legislative action authorizing the sale and issuance of the Debt.

3) Debt Service Structure

General Obligation debt issuance shall be planned to achieve relatively net level debt service or level principal amortization considering the County's outstanding debt obligations, while matching debt service to the useful economic life of facilities. Absent events or circumstances determined by its Legislative Body, the County shall avoid the use of bullet or balloon maturities (with the exception of sinking fund requirements required by term bonds) except in those instances where such maturities serve to make existing overall debt service level or match specific income streams. Debt which is supported by project revenues and is intended to be self-supporting should be structured to achieve level proportional coverage to expected available revenues.

4) Call Provisions

In general, the County's Debt should include a call feature no later than ten (10) years from the date of delivery of the bonds. The County will avoid the sale of long-term debt which carries longer redemption features unless a careful evaluation has been conducted by the Mayor and Finance Director and/or Financial Professionals, if any, with respect to the value of the call option.

5) Original Issuance Discount/Premium

Debt with original issuance discount/premium will be permitted.

6) Deep Discount Bonds

Deep discount debt may provide a lower cost of borrowing in certain capital markets. The Mayor and Finance Director and/or Financial Professionals, if any, should carefully consider their value and effect on any future refinancing as a result of the lower-than-market coupon.

VII. **DEBT TYPES**

When the County determines that Debt is appropriate, the following criteria will be utilized to evaluate the type of debt to be issued.

1) Security Structure

a) **General Obligation Bonds**

The County may issue Debt supported by its full faith, credit and unlimited ad valorem taxing power ("General Obligation Debt"). General Obligation Debt shall be used to finance capital projects that do not have significant independent creditworthiness or significant on-going revenue streams or as additional credit support for revenue-supported Debt, if such support improves the economics of the Debt and is used in accordance with these guidelines.

b) **Revenue Debt**

The County may issue Debt supported exclusively with revenues generated by a project or enterprise fund ("Revenue Debt"), where repayment of the debt service obligations on such Revenue Debt will be made through revenues generated from specifically designated sources. Typically, Revenue Debt will be issued for capital projects which can be supported from project or enterprise-related revenues.

c) **Capital Leases**

The County may use capital leases to finance projects assuming the Mayor and Finance Director and/or Financial Professionals, if any, determine that such an instrument is economically feasible.

2) Duration

a) **Long-Term Debt**

The County may issue long-term Debt when it is deemed that capital improvements should not be financed from current revenues or short-term borrowings. Long-term Debt will not be used to finance current operations or normal maintenance. Long-

term Debt will be structured such that financial obligations do not exceed the expected useful economic life of the project(s) financed.

- i. *Serial and Term Debt.* Serial and Term Debt may be issued in either fixed or variable rate modes to finance capital infrastructure projects;
- ii. *Capital Outlay Notes ("CONs").* CONs may be issued to finance capital infrastructure projects with an expected life up to twelve years; or
- iii. *Capitalized Leases.* Capitalized Leases may be issued to finance infrastructure projects or equipment with an expected life not greater than its expected useful life.

b) Short-Term Debt

Short-term borrowing may be utilized for:

- i. Financing short economic life assets;
- ii. The construction period of long-term projects;
- iii. For interim financing; or
- iv. For the temporary funding of operational cash flow deficits or anticipated revenues subject to the following policies:
 1. *Bond Anticipation Notes ("BANs").* BANs, including commercial paper notes issued as BANs, may be issued instead of capitalizing interest to reduce the debt service during the construction period of a project or facility. The BANs shall not mature more than 2 years from the date of issuance. BANs can be rolled in accordance with federal and state law. BANs shall mature within 6 months after substantial completion of the financed facility.
 2. *Revenue Anticipation Notes ("RANs") and Tax Anticipation Notes ("TANs").* RANs and TANs shall be issued only to meet cash flow needs consistent with a finding by bond counsel that the sizing of the issue fully conforms to federal IRS and state requirements and limitations.
 3. *Lines of Credit.* Lines of Credit shall be considered as an alternative to other short-term borrowing options. A line of credit shall only be structured to federal and state requirements.
 4. *Interfund Loans.* Interfund Loans shall only be used to fund operational deficiencies among accounts or for capital projects to be paid from current fiscal year revenues. Such interfund loans shall be approved by the State

Comptroller's office and shall only be issued in compliance with state regulations and limitations.

5. *Other Short-Term Debt.* Other Short-Term Debt including commercial paper notes, BANS, Capitalized Leases and CONs may be used when it provides an interest rate advantage or as interim financing until market conditions are more favorable to issue debt in a fixed or variable rate mode. The County will determine and utilize the most advantageous method for short-term borrowing. The County may issue short-term Debt when there is a defined repayment source or amortization of principal.

3) Interest Rate Modes

a) **Fixed Rate Debt**

To maintain a predictable debt service schedule, the County may give preference to debt that carries a fixed interest rate.

b) **Variable Rate Debt**

The targeted percentage of net variable rate debt outstanding (excluding an amount of debt considered to be naturally hedged to short-term assets in the Unreserved General and/or Debt Service Fund Balance) shall not exceed 35% of the County's total outstanding debt and will take into consideration the amount and investment strategy of the County's operating cash.

The following circumstances may result in the consideration of issuing variable rate debt:

- i. *Asset-Liability Matching;*
- ii. *Construction Period Funding;*
- iii. *High Fixed Interest Rates.* Interest rates are above historic averages;
- iv. *Diversification of Debt Portfolio;*
- v. *Variable Revenue Stream.* The revenue stream for repayment is variable and is anticipated to move in the same direction as market-generated variable interest rates or the dedication of revenues allows capacity for variability; and
- vi. *Adequate Safeguard Against Risk.* Financing structure and budgetary safeguards are in place to prevent adverse impacts from interest rate shifts such structures could include, but are not limited to, interest rate caps and short-term cash investments in the County's General Fund.

reserve funds or remove unduly restrictive bond covenants or any other reason approved by the Legislative Body in its discretion.

3) Term of Refunding Issues

Normally, the County will refund Debt equal to or within its existing term. However, the Mayor and Finance Director may consider maturity extension, when necessary to achieve desired outcomes, provided that such extension is legally permissible and it is approved by the Legislative Body. The Mayor and Finance Director may also consider shortening the term of the originally issued debt to realize greater savings. The remaining useful economic life of the financed facility and the concept of inter-generational equity should guide these decisions.

4) Escrow Structuring

The County shall utilize the least costly securities available in structuring refunding escrows. In the case of open market securities, a certificate will be provided by a third party agent, who is not a broker-dealer stating that the securities were procured through an arms-length, competitive bid process, that such securities were more cost effective than State and Local Government Obligations (SLGS), and that the price paid for the securities was reasonable within Federal guidelines. In cases where taxable Debt is involved, the Mayor and Finance Director, with the approval of bond counsel, may make a direct purchase as long as such purchase is the most efficient and least costly. Under no circumstances shall an underwriter, agent or any Financial Professionals sell escrow securities involving tax-exempt Debt to the County from its own account.

5) Arbitrage

The County shall take all necessary steps to optimize escrows and to avoid negative arbitrage in its refunding. Any positive arbitrage will be rebated as necessary according to Federal guidelines.

IX. METHODS OF ISSUANCE

The Mayor and Finance Director may consult with a Financial Professional regarding the method of sale of Debt. Subject to approval by the Legislative Body, the Mayor and Finance Director will determine the method of issuance of Debt on a case-by-case basis consistent with the options provided by prevailing State law.

1) Competitive Sale

In a competitive sale, the County's Debt will be offered in a public sale to any and all eligible bidders. Unless bids are rejected, the Debt shall be awarded to the bidder providing the lowest true interest cost as long as the bid adheres to the requirements set forth in the official notice of sale.

In a competitive sale, a financial advisor may bid on an issue for which they are providing advisory services only if:

- a) Authorized by the rules and regulations of the Municipal Securities Rulemaking Board (the "MSRB"), including Rule G-23, as may be amended and modified;
- b) The Legislative Body or designated official grants in writing specific authority on a transaction by transaction basis;
- c) Such sale is properly carried out through a widely and publicly advertised sale, during normal bond sale hours, and through an industry standard, electronic bidding platform; and
- d) The financial advisory fee is separately disclosed and billed from the underwriting fee.

2) **Negotiated Sale**

The County recognizes that some securities are best sold through a negotiated sale with an underwriter or group of underwriters. The County shall assess the following circumstances in determining whether a negotiated sale is the best method of sale:

- a) State requirements on negotiated sales;
- b) Debt structure which may require a strong pre-marketing effort such as those associated with a complex transaction generally referred to as a "story" bond;
- c) Size or structure of the issue which may limit the number of potential bidders;
- d) Market conditions including volatility wherein the County would be better served by the flexibility afforded by careful timing and marketing such as is the case for Debt issued to refinance or refund existing Debt;
- e) Whether the Debt is to be issued as variable rate obligations or perhaps as Zero Coupon Debt;
- f) Whether an idea or financing structure is a proprietary product of a single firm;
- g) In a publicly offered or privately placed, negotiated sale, a financial advisor, if any, shall not be permitted to resign as the financial advisor in order to underwrite or privately place an issue for which they are or have been providing advisory services;
- h) The underwriter shall clearly identify itself in writing as an underwriter and not as a financial advisor from the earliest stages of its relationship with the County with

respect to the negotiated issue. The underwriter must clarify its primary role as a purchaser of securities in an arm's length commercial transaction and that it has financial and other interests that differ from those of the County. The underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the Legislative Body (or its designated official) in advance of the pricing of the debt.

3) Private Placement

From time to time, the County may elect to privately place its Debt. Such placement shall only be considered if this method is demonstrated to be advantageous to the County.

X. PROFESSIONALS

1) Financial Professionals

As needed, the County may select Financial Professionals to assist in its Debt issuance and administration processes. In selecting Financial Professionals, consideration should be given with respect to:

- a) relevant experience with municipal government issuers and the public sector;
- b) indication that the firm has a broadly based background and is therefore capable of balancing the County's overall needs for continuity and innovation in capital planning and Debt financing;
- c) experience and demonstrated success as indicated by its experience;
- d) the firm's professional reputation;
- e) professional qualifications and experience of principal employees; and
- f) the estimated costs, but price should not be the sole determining factor.

2) Miscellaneous

a) Written Agreements

- i. Any Financial Professionals engaged by the County shall enter into written agreements including, but not limited to, a description of services provided and fees and expenses to be charged for the engagement.
- ii. The County shall enter into an engagement letter agreement with each lawyer or law firm representing the County in a debt transaction. No engagement letter is required for any lawyer who is an employee of the County or lawyer

or law firm which is under a general appointment or contract to serve as counsel to the County. The County does not need an engagement letter with counsel not representing the County, such as underwriters' counsel.

- iii. The County shall require all Financial Professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both the County and the lender or conduit issuer, if any. This includes "soft" costs or compensations in lieu of direct payments.

b) Conflict of Interest

- i. Financial Professionals involved in a debt transaction hired or compensated by the County shall be required to disclose to the County existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisors, swap advisors, bond counsel, swap counsel, trustee, paying agent, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the County to appreciate the significance of the relationships.
- ii. Financial Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

XI. COMPLIANCE

1) Continuing Annual Disclosure

Normally at the time Debt is delivered, the County will execute a Continuing Disclosure Certificate in which it will covenant for the benefit of holders and beneficial owners of the publicly traded Debt to provide certain financial information relating to the County by not later than twelve months after each of the County's fiscal years, (the "Annual Report and provide notice of the occurrence of certain enumerated events. The Annual Report (and audited financial statements, if filed separately) will be filed with the MSRB through the operation of the Electronic Municipal Market Access system ("EMMA") and any State Information Depository established in the State of Tennessee (the "SID"). If the County is unable to provide the Annual Report to the MSRB and any SID by the date required, notice of each failure will be sent to the MSRB and any SID on or before such date. The notices of certain enumerated events will be filed by the County with the MSRB through EMMA and any SID. The specific nature of the information to be contained in the Annual Report or the notices of significant events is provided in each Continuing

Disclosure Certificate. These covenants are made in order to assist underwriters in complying with SEC Rule 15c2-12(b) (the "Rule").

2) Arbitrage Rebate

The County will also maintain a system of record keeping and reporting which complies with the arbitrage rebate compliance requirements of the Internal Revenue Code (the "Code").

3) Records

The County will also maintain records required by the Code including, but not limited to, all records related to the issuance of the debt including detailed receipts and expenditures for a period up to 6 years following the final maturity date of the Debt or as required by the Code.

XII. DEBT POLICY REVIEW

1) General Guidance

The guidelines outlined herein are only intended to provide general direction regarding the future issuance of Debt. The County maintains the right to modify this Debt Policy and may make exceptions to any of its guidelines at any time to the extent that the execution of such Debt achieves the goals of the County as long as such exceptions or changes are consistent with TCA and any rules and regulations promulgated by the State.

This Debt Policy should be reviewed from time to time as circumstances, rules and regulations warrant.

2) Designated Official

The Mayor and Finance Director are responsible for ensuring substantial compliance with this Debt Policy.

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Fayette County Budget 2014-15
 Cash Flow Analysis
 18-Mar-14

FY 2014-15												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
General Fund 101												
Bag Cash Balance	\$2,668,216.50	\$1,499,749.01	\$1,028,494.74	\$482,994.15	\$ (238,126.57)	\$ (309,076.29)	\$2,206,064.57	\$1,242,871.84	\$4,163,748.66	\$3,963,720.50	\$3,497,090.35	\$2,893,879.77
Cash Receipts	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Tax Anticipation Note	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Cash Inflows	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Available Cash	\$2,668,216.50	\$1,499,749.01	\$1,028,494.74	\$482,994.15	\$ (238,126.57)	\$ (309,076.29)	\$2,206,064.57	\$1,242,871.84	\$4,163,748.66	\$3,963,720.50	\$3,497,090.35	\$2,893,879.77
Cash Payments	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Tax Anticipation Note	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Cash Outflows	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
End Cash Balance	\$2,668,216.50	\$1,499,749.01	\$1,028,494.74	\$482,994.15	\$ (238,126.57)	\$ (309,076.29)	\$2,206,064.57	\$1,242,871.84	\$4,163,748.66	\$3,963,720.50	\$3,497,090.35	\$2,893,879.77
Estimated Revenue \$	14,047,071											
Current Appropriations \$	14,046,585											
Total Inflows \$	14,047,071											
Total Outflows \$	14,046,585											
Difference \$	486											

FY 2014-15												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Solid Waste 116												
Bag Cash Balance	\$35,871	153,116	\$51,241	\$3,413	\$1,650	\$7,833	\$1,369	\$89,341	\$42,066	\$40,451	\$66,161	\$52,619
Cash Receipts	\$42,871	\$54,725	\$64,999	\$42,195	\$143,175	\$38,478	\$112,887	\$30,964	\$33,778	\$92,732	\$13,716	\$82,356
Tax Anticipation Note	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Cash Inflows	\$42,871	\$54,725	\$64,999	\$42,195	\$143,175	\$38,478	\$112,887	\$30,964	\$33,778	\$92,732	\$13,716	\$82,356
Available Cash	\$78,742	\$207,841	\$126,240	\$84,385	\$286,325	\$146,853	\$259,271	\$167,305	\$167,556	\$285,464	\$277,482	\$235,175
Cash Payments	\$83,850	\$67,838	\$32,733	\$7,817	\$93,560	\$13,711	\$66,097	\$4,239	\$37,394	\$67,022	\$36,059	\$51,434
Tax Anticipation Note	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Cash Outflows	\$83,850	\$67,838	\$32,733	\$7,817	\$93,560	\$13,711	\$66,097	\$4,239	\$37,394	\$67,022	\$36,059	\$51,434
End Cash Balance	\$ (5,108)	\$140,003	\$93,507	\$76,568	\$192,765	\$133,142	\$153,174	\$163,066	\$130,162	\$218,442	\$141,423	\$183,741
Estimated Revenue \$	860,000											
Current Appropriations \$	802,150											
Total Inflows \$	860,000											
Total Outflows \$	802,150											
Difference \$	57,850											

FY 2014-15												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Dist Fund 151												
Bag Cash Balance	\$2,511,578	\$2,505,889	\$2,615,726	\$2,535,624	\$1,604,481	\$2,712,174	\$2,887,264	\$2,657,225	\$2,841,018	\$2,047,620	\$2,311,305	\$2,493,539
Cash Receipts	\$61,547	\$116,517	\$126,430	\$76,319	\$134,946	\$177,299	\$132,468	\$188,197	\$177,548	\$365,434	\$149,141	\$518,653
Tax Anticipation Note	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Cash Inflows	\$61,547	\$116,517	\$126,430	\$76,319	\$134,946	\$177,299	\$132,468	\$188,197	\$177,548	\$365,434	\$149,141	\$518,653
Available Cash	\$2,573,125	\$2,622,406	\$2,742,156	\$2,611,943	\$1,739,427	\$2,891,673	\$3,064,562	\$2,845,422	\$3,018,566	\$2,413,054	\$2,460,446	\$3,012,192
Cash Payments	\$112,136	\$2,280	\$705,082	\$8,862	\$21,255	\$2,210	\$362,509	\$2,401	\$940,946	\$1,749	\$3,5117	\$23,168
Tax Anticipation Note	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Cash Outflows	\$112,136	\$2,280	\$705,082	\$8,862	\$21,255	\$2,210	\$362,509	\$2,401	\$940,946	\$1,749	\$3,5117	\$23,168
End Cash Balance	\$2,500,989	\$2,615,726	\$2,535,624	\$2,622,406	\$1,739,427	\$2,891,673	\$3,064,562	\$2,845,422	\$3,018,566	\$2,413,054	\$2,460,446	\$3,012,192
Estimated Revenue \$	1,892,549											
Current Appropriations \$	1,743,715											
Total Inflows \$	1,892,549											
Total Outflows \$	1,743,715											
Difference \$	148,834											

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

Rhea Taylor, County Mayor

ATTEST:

Sue Culver, County Clerk