

**FAYETTE COUNTY
BOARD OF COUNTY COMMISSIONERS
Tuesday, August 23, 2016 – 7:00 p.m.**

**AGENDA
Order of Business**

1. **CALL TO ORDER** Chairman
2. **ROLL CALL** Clerk
3. **INVOCATION** Comm. Ed Allen
4. **PLEDGE OF ALLEGIANCE**
5. **COMMENTS ON NON - AGENDA ITEMS (10 MINUTE MAXIMUM)**
6. **APPROVAL OF MINUTES**
 - 6.1 July 26, 2016
7. **RESOLUTIONS OF MEMORIALS, SYMPATHY AND COMMENDATIONS**
8. **PUBLIC HEARINGS**
9. **ELECTIONS, APPOINTMENTS AND CONFIRMATIONS**
 - 9.1 Election of Notaries Public
 - 9.2 Election of Committees – Elizabeth “Betsy” Rice
 - 9.3 Mark Ward, property Assessor – Bond
 - 9.4 Public Works Board – Bonds
 - 9.4.1 Andrew Avery
 - 9.4.2 Hank Franck
 - 9.4.3 Jimmy Jordan
 - 9.4.4 Wesley Parks Jr.
 - 9.4.5 Jerry Russell Wicker
10. **UNFINISHED BUSINESS**
 - 10.1 **Financial Reports**
 - 10.2 **Reports of Departments and Agencies**
 - 10.2.1 County Mayor’s Office Rhea Taylor
 - 10.2.2 Sheriff’s Department Sheriff Riles
 - 10.2.3 Board of Education Dr. Marlon King
 - 10.2.4 Juvenile Court Dana Howcroft
 - 10.2.5 Board of Public Works Jim Smith
 - 10.2.6 Trustee Barbra Parker
 - 10.2.7 Planning & Development John Pitner
 - 10.3 **Reports of Standing Committees**
 - 10.3.1 Development Committee
 - 10.3.1.1 Minutes – August 8, 2016
 - 10.3.1.2 Grass Ordinance – “Blight Provision” removal

- 10.3.2 Health and Welfare Committee
 - 10.3.2.1 Minutes – August 8, 2016
- 10.3.3 Personnel Committee
(Did not meet)
- 10.3.4 Education Committee
(Did not meet)
- 10.3.5 Criminal Justice and Public Safety Committee
 - 10.3.5.1 Minutes – August 9, 2016
- 10.3.6 Budget Committee
 - 10.3.6.1 Minutes – August 9, 2016
 - 10.3.6.2 Budget Amendment – 101 – Prior Year Insurance Recovery
 - 10.3.6.3 Budget Amendment – 101 – Circuit Drug Court Contract Budget Clean-up
 - 10.3.6.4 Firehouse Software – Cloud based software contract 5yr
 - 10.3.6.5 Sheriff’s Auction Request

10.4 Reports of Special Committees

- 10.4.1 Health Care Presentation
 - 10.4.1.1 PowerPoint Presentation – August 10, 2016

11. NEW BUSINESS

- 11.1 Arlington Lagoon CDBG Grant – Award recommendation (provided at meeting)
- 11.2 Commissioner Reggie Howard’s Resignation – Discussion/Action – Tabled July 26, 2016

12. ANNOUNCEMENTS

13. ADJOURNMENT

14. INFORMATION ONLY

- 14.1 Sales Tax Distribution – July 2016
- 14.2 Sales Tax Revenue by Month – July 2016
- 14.3 Department of Revenue – July 2016
- 14.4 Building Permit Report – July 2016
- 14.5 Adequate Facilities Tax – July 2016

FAYETTE COUNTY LEGISLATIVE BODY

JULY 27, 2016

BE IT REMEMBERED that the Fayette County Legislative Body met on the 26th day of July at the Bill G. Kelley Criminal Justice Complex in Somerville, Tennessee. Present and presiding was Mayor Rhea “Skip” Taylor. Also present were Sue W. Culver, County Clerk, and James R. “Bobby” Riles, Sheriff, along with the following County Commissioners: Walter Brewer, Homer S. Bunker, Odis Cox, Charles E. Dacus, Jr. Ben Farley, Willie German, Jr., Tim Goodroe, Bill Kelley, Terry Leggett, Sylvester Logan, Claude Oglesby, Steve Reeves, Ray Seals, Bill Walker, Larry Watkins, and Myles Wilson.

Commissioners Ed Allen and David Lillard were absent. A quorum was declared with sixteen (16) Commissioners present.

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

Commissioner Walker moved to approve the minutes from the June 28, 2016 meeting. The motion was seconded by Commissioner Dacus and passed on majority vote.

Commissioner Logan moved to approve the following as Notaries Public: Emma Eliza BeBee, Odis Cox, Nancy S. Johnson, Nina Jane Manley, and Leslie A. Miller. The motion was seconded by Commissioner Watkins and passed unanimously.

Commissioner Bunker moved to re-appoint Shane Grinder to the Zoning Appeals Board. The motion was seconded by Commissioner Leggett and passed unanimously.

Commissioner Leggett moved to accept all of the nominees and that they be elected by acclamation for the reappointment for two year terms of the Public Works Board as follows:

Civil Districts 1/2/3	Hank Franck
Civil Districts 4/5/6	Wesley Parks, Jr.
Civil Districts 7/8/9	Andrew Avery
Civil Districts 10/11/12	Russell Wicker
Civil Districts 13/14/15	Jimmy Jordan

The motion was seconded by Commissioner Oglesby and passed unanimously.

Chairman Taylor reminded Commissioners that Financial Reports are in their packets and any questions should be directed to the appropriate official.

Chairman Taylor reported for the County Mayor’s Office stating that Governor Haslam was in town today to present a check for the UT Martin, Somerville Campus at

the Former Methodist Hospital building. The Somerville Campus has officially been entered as part of the University of Tennessee system and classes should begin there next fall. Right now they are being held at the Career Center. Also, Commissioners should let me know tonight before leaving if you are interested in receiving your Commission packets via iPad so I will know how many to order. If you still wish to receive the paper packet it will still be available. Commissioner Lillard is not yet at home and it will be a couple of weeks before he is. Until then his son says he should not have visitors. Tomorrow at 8 A.M. the Buddy Tatum Bridge dedication will be held at the Bennett Creek Bridge. Be sure to be present for that if you can.

No reports were given for the Sheriff's Department, Board of Education, Juvenile Court, Board of Public Works, Trustee's Office, or Planning and Development.

Commissioner Wilson reported for the Development Committee which met on July 11, 2016, and discussed airport lighting and the zoning appeal nomination.

Commissioner Reeves reported for the Health and Welfare Committee which met on July 11, 2016, and discussed ambulance reports, reviewed the runs and financial reports. The Committee discussed blighted properties, solid waste land purchase, the air ambulance proposal, which was determined would require a request for proposals, and a solid waste equipment auction.

Commissioner Oglesby reported for the Personnel Committee which met on July 11, 2016. The Audit Committee has reviewed a portion of Tennessee law (TCA 50-1-304) that made it a crime to coerce an employee to remain quiet about illegal activities or to terminate an employee for revealing those activities. The Audit Committee recommended that the County Commission add to its personnel policy the pertinent references to its policy to follow this portion of Tennessee law. The Committee voted to include TCA 50-1-304 into the County Personnel Policy, and Commissioner Oglesby moved to include it into the Personnel Policy. The motion was seconded by

Commissioner Wilson and passed unanimously.

10.3.3.2

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Tenn. Code Ann. § 50-1-304

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*** Current through the 2015 Regular Session ***

Title 50 Employer And Employee
Chapter 1 Employment Relationship And Practices
Part 3 Working Conditions Generally

Tenn. Code Ann. § 50-1-304 (2016)

50-1-304. Discharge for refusal to participate in or remain silent about illegal activities, or for legal use of agricultural product -- Damages -- Frivolous lawsuits.

(a) As used in this section:

(1) "Employee" includes, but is not limited to:

(A) A person employed by the state or any municipality, county, department, board, commission, agency, instrumentality, political subdivision or any other entity of the state;

(B) A person employed by a private employer; or

(C) A person who receives compensation from the federal government for services performed for the federal government, notwithstanding that the person is not a full-time employee of the federal government;

(2) "Employer" includes, but is not limited to:

(A) The state or any municipality, county, department, board, commission, agency, instrumentality, political subdivision or any other entity of the state;

(B) A private employer; or

(C) The federal government as to an employee who receives compensation from the federal government for services performed for the federal government, notwithstanding that the person is not a full-time federal employee; and

(3) "Illegal activities" means activities that are in violation of the criminal or civil code of this state or the United States or any regulation intended to protect the public health, safety or welfare.

(b) No employee shall be discharged or terminated solely for refusing to participate in, or for refusing to remain silent about, illegal activities.

(c) (1) Any employee terminated in violation of subsection (b) shall have a cause of action against the employer for retaliatory discharge and any other damages to which the employee may be entitled, subject to the

Commissioner Bunker reported that the Education Committee did not meet.

Commissioner Kelley reported for Criminal Justice and Public Safety Committee which met on July 12, 2016 and discussed the Circuit Court Drug Court Contract with The Grove Primary Care Clinic, LLC. The Committee approved the contract and

forwarded it to Budget. The Committee also discussed a Sheriff's Auction, which will be brought back at a later date.

Commissioner German reported for the Budget Committee which met on July 12, 2016. He moved to approve the following updated employee retirement resolutions 401K and 457B which were previously approved. The motion was seconded by

Commissioner Reeves and passed unanimously.

RESOLUTION

WHEREAS, the _____, Tennessee (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a 401(a) or 401(k) defined contribution plan, funded by employee deferrals and, if elected pursuant to Section N, Q, or III of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 401(a)/401(k) defined contribution plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the State of Tennessee Deferred Compensation Plan II Adoption Agreement for a Section 401(k) Cash or Deferred Arrangement for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective January 1, 2010, as amended December 21, 2010, and as amended by Amendment Number Two dated January 4, 2012, as well as the Section 401(k) Cash or Deferred Arrangement for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XX of the Plan Document;

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

WHEREAS, the _____ ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.
2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.

3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of those hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employees' salary. In no instance shall the total combined employer contributions to all defined contributions plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section N, Q, or HH of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.
8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.

9. Subject to the provisions of Section 20.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:

- a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
- b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
- c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
- d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
- e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.

10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.

11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and subject to the vesting provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and

contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By:

Signature

Printed Name

Title

Attest: _____

Date: _____

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]



STATE OF TENNESSEE
 DEFERRED COMPENSATION PLAN II - 401(k)
 PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: _____

NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.

(1) GOVERNING AUTHORITY

Name: _____

Address: _____

Phone: _____

Person Authorized to receive Official Notices from the Plan or Administrator:

(2) PARTICIPATING EMPLOYER TAX ID NUMBER: _____

(3) DISCLOSURE OF DEFERRED COMPENSATION OR RETIREMENT PLAN(S)
 [INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE CONSOLIDATED
 RETIREMENT SYSTEM ("TCRS")]

This Participating Employer does or does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

B. TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 401(a), as applicable to a governmental qualified defined contribution plan. By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Sections 401(a) and 414(d).

This Agreement is for the following purpose: *(Check and complete box 1 OR box 2 OR box 3.)*

1. This is a new defined contribution plan adopted by the Participating Employer for its Employees effective _____ (insert effective date of this Agreement).

2. This is an amendment to be effective as of _____ to the current Agreement previously adopted by the Participating Employer, which was originally effective _____ as follows (please specify type below):

a. This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.

b. Other (must specify elective provisions in this Agreement that are being changed):

3. This is an amendment and restatement of another defined contribution plan of the Participating Employer, the effective date of which shall be _____ (insert effective date of this Agreement). This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on _____ (insert original effective date of preexisting plan). The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

C. **PLAN YEAR.** Plan Year shall mean the calendar year.

D. **CUSTODY OF ASSETS.** Code § 401(a) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions of Article VIII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

E. ELIGIBLE EMPLOYEES.

1. "Employee" shall mean, for purposes of making **Elective Deferrals or Mandatory Employee Salary Reduction Contributions**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan. An Employee is required to make mandatory salary reduction contributions if and as specified in Section 2.e. or f., below. An Employee's Entry Date, unless otherwise specified in Article IV of the Plan, shall be for purposes of any Matching Contributions as described in Section N, any Non-Matching Contributions as described in Section Q, and Mandatory Employee Salary Reduction Contributions as described in Section II:

- a. the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant types of contributions
- b. the January 1 and July 1 following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions
- c. the first payroll following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions

2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section N** of this Agreement: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H below
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H below
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:

who meets the definition in Section E. 1 above.

b. Each Employee will be eligible to participate in this Plan for purposes of receiving **Matching Contributions** as described in Section N of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i. Employees who have not attained the age of ____ (not to exceed 21).
- ii. Employees who have not completed ____ Years of Service during the Vesting Computation Period as defined in Section X below.
- iii. Employees who do not satisfy the following eligibility requirements:

c. "Employee" shall mean for purposes of **Non-Matching Contributions** as described in Section Q of this Agreement: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i. any full-time employee, which is an employee who renders ____ or more Hours of Service per week, as defined in Section H below.
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders ____ or more Hours of Service per week, as defined in Section H. below.
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:

vi. any employee listed or otherwise described in Schedule I attached to this Agreement who meets the definition in Section E.1 above.



d. Each Employee will be eligible to participate in this Plan for purposes of receiving **Non-Matching Contributions as described in Section Q** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

i. Employees who have not attained the age of _____ (not to exceed 21).

ii. Employees who have not completed _____ Years of Service during the Vesting Computation Period as defined in Section X below.

iii. Employees who do not satisfy the following eligibility requirements:

e. "Employee" shall mean for purposes of **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

i. any full-time employee, which is an employee who renders _____ or more Hours of service per week, as defined in Section H below

ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H below

iii. any seasonal, temporary or similar part-time employee

iv. any elected or appointed official

v. any employee in the following class(es) of employees:

who meets the definition in Section E. 1 above.

f. Each Employee will be eligible to participate in this Plan for purposes of making **Mandatory Employee Salary Reduction Contributions** as described in Section II of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

i. Employees who have not attained the age of _____ (not to exceed 21).

ii. Employees who do not satisfy the following eligibility requirements:

F. **AUTOMATIC ENROLLMENT.** *(Check and complete box 1 OR box 2.) [NOTE: THIS SECTION F ONLY APPLIES TO ELECTIVE DEFERRALS, NOT TO MANDATORY EMPLOYEE SALARY REDUCTION CONTRIBUTIONS.]*

1. The Participating Employer DOES NOT elect automatic enrollment.

2. The Participating Employer DOES elect automatic enrollment, which will be effective on and after _____ as follows:

a. Employees covered under the automatic enrollment are: *(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)*

i. All Employees

ii. All Employees who become Employees on or after the date set forth in F.2. above and who do not have an affirmative election in effect.

b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the

Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited regardless of the vesting percentage in the Matching Contributions. [NOTE: If HH.2, "FICA Replacement ("3121") Plan", is elected and F.2 is elected, the Employee may not make an election to withdraw his or her automatic enrollment contribution.]

- c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: *(Check one option below.)*
- i. will be treated as a new Employee, or
 - ii. will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in F.2.b above.

G. SERVICE WITH PREDECESSOR EMPLOYER. *(If Vesting or Eligibility requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, check and complete box 1 OR box 2 OR box 3.)* "Predecessor employer" means a governmental employer that served the same functions as the current employer or has employees whose jobs were merged into the current employer.

- 1. This section is N/A because there are no predecessor employers.
- 2. Service with any predecessor employers will not be counted for any purposes under the Plan.
- 3. Service with (insert name of predecessor employer(s)):

will be counted under the Plan for eligibility and vesting.

II. HOURS OF SERVICE. Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

I. YEAR OF SERVICE FOR ELIGIBILITY AND VESTING. If Eligibility or Vesting requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, Year of Service shall mean the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.

Years of Service for Vesting shall include any Years of Service with a participating employer.

J. COMPENSATION DEFINITION. Compensation shall mean Code § 415 compensation as defined in Section 2.06 of the Plan.

K. COMPENSATION COMPUTATION PERIOD. Compensation shall be determined on the basis of the calendar year.

L. FIRST YEAR COMPENSATION. If Matching or Non-Matching Contributions will be made, for purposes of determining the Compensation on the basis of which such contributions will be allocated for a Participant's first year of participation, the Participant's Compensation shall be the Participant's Compensation for the period commencing as of the first day the Employee became a Participant.

M. EMPLOYMENT COMMENCEMENT DATE. An Employee's Employment Commencement Date means the Employee's date of hire or rehire, as applicable, with respect to which an Employee is first credited with an Hour of Service.

N. MATCHING CONTRIBUTIONS. *(Complete 1 and 2 below.)*

1. Matching Contributions on Elective Deferrals. *(Check and complete box a OR box b OR box c OR box d.)* The Participating Employer shall:

- a. NOT make Matching Contributions on Elective Deferrals.
- b. match ____% of Participant elective deferrals of up to ____% of Compensation.
- c. match ____% of the first \$____ of Participant elective deferrals.
- d. match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section V below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

2. **Matching Contributions on Mandatory Salary Reduction Contributions under Section II of this Agreement.** (Check and complete box a OR box b OR box c OR box d.) The Participating Employer shall:

- a. NOT make Matching Contributions on Mandatory Salary Reduction Contributions.
- b. match ____% of Mandatory Salary Reduction Contributions for the Participant up to ____% of Compensation.
- c. match ____% of the first \$_____ of Mandatory Salary Reduction Contributions for the Participant.
- d. match the percentage of Mandatory Salary Reduction Contributions for the Participant that the Employer determines in its discretion for the respective Plan Year.

O. **ALLOCATION OF MATCHING CONTRIBUTIONS.** If Matching Contributions will be made, allocations will be made to each Participant who satisfies the applicable requirements of Section E of this Participating Employer Agreement.

P. **VESTING SCHEDULE – MATCHING CONTRIBUTIONS.** (If Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.) The vested interest of each Participant in his or her Matching Contribution Account shall be determined on the basis of the following schedule:

- 1. 100% vesting immediately.
- 2. 100% vesting after 3 Years of Service.
- 3. 20% after one Year of Service.
40% after two Years of Service.
60% after three Years of Service.
80% after four Years of Service.
100% after five Years of Service.

Q. NON-MATCHING CONTRIBUTIONS. *(Check box 1 OR box 2.)*

1. The Participating Employer shall NOT make Non-Matching Contributions.
2. The Participating Employer shall contribute: *(Check and complete one box.)*
 - a. an amount fixed by appropriate action of the Employer.
 - b. ____% of Compensation of Participants for the Plan Year.
 - c. \$ ____ per Participant.
 - d. an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.c above.
 - e. a contribution matching the Participant's contribution to the Employer's § 457(b) plan as follows: *(Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)*

R. ALLOCATION OF NON-MATCHING CONTRIBUTIONS. If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.c and E.2.d of this Participating Employer Agreement.

S. VESTING SCHEDULE – NON-MATCHING CONTRIBUTIONS. *(If Non-Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.)* The vested interest of each Participant in his or her Non-Matching Contribution Account shall be determined on the basis of the following schedule:

1. 100% vesting immediately.
2. 100% vesting after 3 Years of Service.
3. 20% after one Year of Service.
40% after two Years of Service.
60% after three Years of Service.
80% after four Years of Service.
100% after five Years of Service.

T. ROTH CONTRIBUTIONS. Participant Roth Contributions SHALL BE allowed.

U. AFTER-TAX CONTRIBUTIONS. Participant After-tax Contributions SHALL NOT BE allowed.

V. FORFEITURES. (If Non-Matching or Matching Contributions will be made, check box 1 OR box 2. Otherwise, do not complete.)

1. N/A because all contributions are 100% vested immediately.
2. Forfeitures will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.

W. RETIREMENT AGES AND DISABILITY DEFINITION.

1. Normal Retirement Age shall mean age 60.
2. Early Retirement shall mean age 59 ½.
3. Disability shall mean a determination of disability by the Social Security Administration or, if the Participant is a member of the Tennessee Consolidated Retirement System, a determination of disability by the Tennessee Consolidated Retirement System.

X. VESTING COMPUTATION PERIOD. A Participant's Years of Service shall be computed by reference to the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.

Y. ROLLOVERS. Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b), and eligible rollover contributions of designated Roth contributions made from an applicable retirement plan described in Code § 402A(e)(1) SHALL BE allowed.

Z. TRANSFERS. Transfers from plans qualified under Code § 401(a) SHALL BE allowed.

AA. HARDSHIP WITHDRAWALS. The Administrator SHALL allow hardship withdrawals in accordance with Section 10.04 of the Plan. If Section HH (FICA Replacement Plan) is elected, hardship distributions are not permitted.

BB. PARTICIPANT LOANS. The Administrator SHALL direct the Trustee to make Participant loans in accordance with Article XIII of the Plan. Loans payments must be made by payroll deduction. If a Participant severs employment with the Participating Employer and is immediately hired by another Participating Employer, the loan will be carried forward and any missed loan repayment caused by a change in payroll processing can be made up by personal check in a single lump payment. If a Participant severs employment and is not hired by another Participating Employer, loan repayments may continue to be made by personal check. If Section HH (FICA Replacement Plan) is elected, loans are not permitted.

CC. QUALIFIED DOMESTIC RELATIONS ORDERS. The Plan shall NOT accept qualified domestic relations orders as provided in Section 15.02 of the Plan.

DD. PAYMENT OPTIONS. The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment

payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.

EE. DEEMED TRADITIONAL IRA. The deemed traditional IRA provisions of Article XVI of the Plan SHALL NOT apply.

FF. DEEMED ROTH IRA. The deemed Roth IRA provisions of Article XVII of the Plan SHALL NOT apply.

GG. DISTRIBUTIONS. A Participant may request distributions as follows:

1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.
2. A Participant may request a distribution prior to Severance of Employment after reaching age 59½ or, if earlier, upon death. A Participant may also request a distribution prior to Severance of Employment upon incurring a hardship; however, the distribution will be limited to the Participant's Elective Deferral Account and transfer Elective Deferral Account, if any.
3. A Participant may request a distribution from a Rollover Contribution Account at any time.
4. If Section HH (FICA Replacement Plan) is elected, in-service distributions for hardship, loans, and attainment of age 59½ are not permitted.
5. Distributions taken before the Participant reaches age 59½ may be subject to a federal early withdrawal tax.

III. FICA REPLACEMENT PLAN ("3121" PLAN). (Check box 1 OR box 2.) This Participating Employer Agreement as adopted:

- 1. IS NOT (if checked continue to II below), or
- 2. IS

intended to provide FICA replacement benefits pursuant to regulations under Code Section 3121(b)(7)(F).

a. Eligible Employee means: (If this Section III (FICA Replacement Plan) is elected, check each box that applies. Otherwise, do not complete):

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H above,
- ii. any part-time employee, which is an employee who is not a full time employee and who renders _____ or more Hours of Service per week, as defined in Section H above.
- iii. Any employee who is not covered by Social Security.

b. Contributions: (If this Section III (FICA Replacement Plan) is elected, check and complete each box that applies. Otherwise, do not complete):

- i. The Employer shall make an annual contribution to each Participant's account equal to _____ percent of such Participant's Compensation.
- ii. Each Participant is required to make an annual contribution of _____ percent of Compensation.

(NOTE: The total percentage of b.i and b ii must equal at least 7.5%.)

In the event that this Plan is a retirement system providing FICA replacement retirement benefits as described above, all references in the Plan Document to in-service distributions for hardship withdrawals, loans, and age 59½ shall be null and void. In addition, any part-time employee included under III.2.a. shall be fully vested at all times. In the event F.2 "Automatic Enrollment" is selected, a Participant may not change his or her deferral election to an amount less than the Participant required annual contribution, if any, in III.2.b above.

II. MANDATORY SALARY REDUCTION CONTRIBUTIONS. (Check box 1 OR box 2.)

This Participating Employer Agreement as adopted:

1. does not provide for Mandatory Salary Reduction Contributions. (If checked continue to JJ below.)
2. provides "Mandatory Salary Reduction Contributions" to be paid by the Employer through a reduction of the Participant's salary for services rendered, in accordance with Code § 414(h). These contributions are required as a condition of employment. Mandatory Salary Reduction Contributions are treated as Employer Contributions for federal income tax purposes, but are considered "wages" for purposes of FICA and FUTA. Such contributions shall be made as of each payroll period and allocated to the Mandatory Employee Contribution Account of the Participant on whose behalf they were made and shall be 100% vested at all times.

By the adoption of this Participating Employer Agreement, the Employer specifies that the mandatory employee salary reduction contributions, although designated as employee contributions, are being paid via salary reduction by the Employer as provided in Code § 414(h)(2) and Revenue Ruling 2006-43 or subsequent guidance. For this purpose, the adoption of this Participating Employer Agreement constitutes formal action to provide that the contributions on behalf of a specific class of Employees as defined in Section E, although designated as employee contributions, will be paid by the employing unit in lieu of employee contributions.

- a. The Participant shall make Mandatory Salary Reduction Contributions to the Plan equal to _____ % (must be a fixed percentage and expressed only in whole and tenths of a percent) of the Participant's Compensation.

The contribution percentage above may be revised no more frequently than annually by the Employer, the new rate to become effective on the January 1 following the execution of an amendment to this Participating Employer Agreement. An amendment that changes the contribution percentage, at the Employer's election: (Complete box i or ii below):

- i. shall apply only to Employees who become Participants on or after the effective date;
- ii. shall apply to all Employees.

- b. Mandatory Salary Reduction Contributions: (Complete box i or ii below):

- i. are
- ii. are not

counted as Compensation for all Contribution purposes. However, Mandatory Salary Reduction Contributions are counted as for determining Annual Additions under Plan Section 6.06.

JJ. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.
- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.
- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

PARTICIPATING EMPLOYER'S AUTHORIZED SIGNATORIES:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE STATE OF TENNESSEE DEFERRED COMPENSATION PLAN II BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.

By: _____

Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System

Date: _____



SCHEDULE 1
STATE OF TENNESSEE
DEFERRED COMPENSATION PLAN II - 401(k)
PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: _____

<u>Classes of Eligible Employees</u>	<u>Contribution Amount</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**TENNESSEE STATE
EMPLOYEES DEFERRED COMPENSATION
PLAN AND TRUST
- 457(b) –
RESOLUTION AND
PARTICIPATING EMPLOYER AGREEMENT**

[Participating Employer]

**Administered by: Treasurer, State of
Tennessee
502 Deaderick Street, 13th Floor
Andrew Jackson State Office Building
Nashville, Tennessee 37243
Telephone: 615-532-2347**

RESOLUTION

WHEREAS, _____, Tennessee (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a governmental 457(b) deferred compensation plan, funded by employee deferrals and, if elected pursuant to Section I and/or K of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 457(b) deferred compensation plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the Tennessee State Employees Deferred Compensation Plan and Trust Adoption Agreement for a Section 457(b) Eligible Deferred Compensation Plan for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective December 22, 2010, and as amended by Amendment Number One signed December 22, 2010, and Amendment Number Two signed February 8, 2012, as well as the Section 457(b) Eligible Deferred Compensation Plan for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XVII of the Plan Document;

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

WHEREAS, the _____ ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.

2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.
3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of the hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employee's salary. In no instance shall the total combined employer contributions to all defined contribution plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section I and/or K of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained, a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.

8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.
9. Subject to the provisions of Section 17.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
- a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
 - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
 - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
 - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
 - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees

participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By: _____
Signature

Printed Name

Title

Attest: _____

Date: _____

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]



TENNESSEE STATE
EMPLOYEES DEFERRED COMPENSATION PLAN AND TRUST - 457(b)
PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: _____

NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.

(1) GOVERNING AUTHORITY

Name: _____

Address: _____

Phone: _____

Person Authorized to receive Official Notices from the Plan or Administrator:

(2) PARTICIPATING EMPLOYER TAX ID NUMBER: _____

(3) DISCLOSURE OF RETIREMENT PLAN(S) (INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM ("TCRS"))

This Participating Employer does or does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

B. TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 457(b), as applicable to a governmental plan. By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Section 457(b).

This Agreement is for the following purpose: *(Check and complete box 1 OR box 2 OR box 3.)*

1. This is a new 457(b) deferred compensation plan adopted by the Participating Employer for its Employees effective _____, _____ (insert effective date of this Agreement).
2. This is an amendment to be effective as of _____, _____, to the current Agreement previously adopted by the Participating Employer, which was originally effective _____, _____, as follows (please specify type below):
 - a. This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.
 - b. Other (must specify elective provisions in this Agreement that are being changed):

3. This is an amendment and restatement of another 457(b) deferred compensation plan of the Participating Employer, the effective date of which shall be _____, _____ (insert effective date of this Agreement). This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on _____, _____ (insert original effective date of preexisting plan). The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

C. PLAN YEAR. Plan Year shall mean the calendar year.

D. CUSTODY OF ASSETS. Code § 457(g) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions of Article VII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

E. ELIGIBLE EMPLOYEES.

1. "Employee" shall mean, for purposes of making **Elective Deferrals**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan.

2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section I of this Agreement: (Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)**
 - i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section G below

 - ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section G below

 - iii. any seasonal, temporary or similar part-time employee

 - iv. any elected or appointed official

 - v. any employee in the following class(es) of employees:

who meets the definition in Section E.1 above, regardless of the Employee's age or the number of years of service the Employee has rendered to the Employer. All Matching Contributions made on behalf of such Employees are 100% vested immediately, except as provided in Section F.2.b below.

- b. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section K of this Agreement: (Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)**

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section G below

- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section G below
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:

vi. any employee listed or otherwise described in Schedule 1 attached to this Agreement who meets the definition in Section E.1 above, regardless of the employee's age or the number of years of service the Employee has rendered to the Employer. All Non-Matching Contributions made on behalf of such Employees are 100% vested immediately.

F. AUTOMATIC ENROLLMENT. (Check and complete box 1 OR box 2.)

- 1. The Participating Employer DOES NOT elect automatic enrollment.
- 2. The Participating Employer DOES elect automatic enrollment, which will be effective for Plan Years beginning on and after January 1, _____ as follows:

a. Employees covered under the automatic enrollment are: *(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)*

- i. All Employees.
- ii. All Employees who become Employees on or after the date set forth in Section F.2. above and who do not have an affirmative election in effect.

b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited and used for the purposes set forth in Section O below.

- c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is then rehired by the Participating Employer after a 12-continuous-month absence: *(Check one option below.)*

- i. will be treated as a new Employee, or
ii. will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in Section F.2.b above.

- G. **HOURS OF SERVICE.** Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.
- H. **COMPENSATION DEFINITION.** Compensation means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Code §§ 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer compensation under Article III of the Plan). If elected below and to the extent permitted by the Treasury regulations or other similar guidance (including, without limitation, the requirements contained in Treasury Regulations §§ 1.457-4(d)(1) and 1.415-2(e)(3)(i)), "compensation" also means accrued bona fide sick, vacation or other leave payable after severance from employment so long as the Participant would have been able to use the leave if employment had continued and it is paid within the longer of two and one-half (2½) months after the Participant severs employment with the Employer or the end of the calendar year in which the Participant severs employment with the Employer.

The Participating Employer:

1. SHALL allow the deferral of leave provision described above.
2. SHALL NOT allow the deferral of leave provision described above.

I. MATCHING CONTRIBUTIONS. (Check and complete box 1 OR box 2 OR box 3 OR box 4.) [NOTE: Any Matching Contribution will reduce, dollar for dollar, the amount a Participant can contribute.]

The Participating Employer shall:

1. NOT make Matching Contributions.
2. match ___% of Participant elective deferrals of up to ___% of Compensation.
3. match ___% of the first \$___ of Participant elective deferrals.
4. match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section O below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

J. ALLOCATION OF MATCHING CONTRIBUTIONS. If Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.a. of this Participating Employer Agreement.

K. NON-MATCHING CONTRIBUTIONS. *(If non-matching contributions will be made, check box 1 OR box 2.)* [NOTE: Any Non-Matching Contribution will reduce, dollar for dollar, the amount a Participant can contribute.]

1. The Participating Employer shall NOT make Non-Matching Contributions.
2. The Participating Employer shall contribute: (Check and complete one box.)
 - a. an amount fixed by appropriate action of the Employer.
 - b. _____% of Compensation of Participants for the Plan Year.
 - c. \$_____ per Participant.
 - d. an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.b above.
 - e. a contribution matching the Participant's contribution to the Employer's § 457(b) plan as follows: (Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)

L. ALLOCATION OF NON-MATCHING CONTRIBUTIONS. If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.b of this Participating Employer Agreement.

M. ROTH CONTRIBUTIONS. Participant Roth Contributions SHALL NOT BE allowed.

N. AFTER-TAX CONTRIBUTIONS. Participant After-tax Contributions are not permitted in a 457(b) Plan and, accordingly, SHALL NOT BE allowed.

O. FORFEITURES. Forfeitures of Matching Contributions, as provided in Section F.2.b, will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.

P. NORMAL RETIREMENT AGE. Normal Retirement Age shall mean age 70½.

Q. ROLLOVERS. Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b) SHALL BE allowed pursuant to Section 6.01 of the Plan. However, a direct rollover from an eligible plan under Code § 457(b), 401(k) or 403(b) shall exclude any portion of a designated Roth account. A rollover contribution that is a Participant rollover from an eligible plan under Code Section 457(b), 401(k), or 403(b) shall exclude distributions of a designated Roth account.

R. TRANSFERS. Transfers from other 457(b) plans SHALL BE allowed. If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code § 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section R may be made before the Participant has had a Severance from Employment as defined in Section W below.

A transfer may be made under this Section if the transfer is either for the purchase of permissive service credit (as defined in Code § 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code § 415 does not apply by reason of Code § 415(k)(3) or as otherwise allowed by the IRS

S. UNFORESEEABLE EMERGENCY WITHDRAWALS. In the case of an unforeseeable emergency, the Administrator SHALL allow distributions in accordance with Section 5.05 of the Plan. An unforeseeable emergency is a severe financial hardship resulting from a sudden illness, disability or accidental property loss, subject to strict IRS guidelines.

T. PARTICIPANT LOANS. The Administrator has directed the Trustee NOT to make Participant loans in accordance with Article IV of the Plan.

U. QUALIFIED DOMESTIC RELATIONS ORDERS. The Plan shall NOT accept qualified domestic relations orders as provided in Section 13.02 of the Plan.

V. PAYMENT OPTIONS. The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.

W. DISTRIBUTIONS. A Participant may request distributions as follows:

1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.
2. A Participant may request a distribution prior to Severance from Employment during the calendar year in which he or she reaches age 70½ or, thereafter, or, if earlier, upon death.

A Participant may also request a distribution prior to Severance from Employment upon incurring an approved Unforeseeable Emergency.

3. A Participant may request a distribution from a Rollover Contribution Account at any time.

X. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.
- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.
- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any

appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

PARTICIPATING EMPLOYER'S AUTHORIZED SIGNATORIES:

By: _____ By: _____
Title: _____ Title: _____
Date: _____ Date: _____

ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE TENNESSEE STATE DEFERRED COMPENSATION PLAN AND TRUST BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.

By: _____
Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System
Date: _____



SCHEDULE 1
TENNESSEE STATE
DEFERRED COMPENSATION PLAN AND TRUST- 457(b)
PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: _____

Classes of Eligible Employees	Contribution Amount
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Commissioner German stated that the Committee discussed the Airport Lighting- a proposal for replacing current runway lights, and possibly T-hangar lights with new LED units may be made in the near future. The money could be recouped in about a two year period, but this was discussion only at this point.

Commissioner German moved to set an upper limit of forty (40) thousand to allow the Mayor to negotiate on property next to the landfill that the owners are interested in selling. The motion was seconded by Commissioner Leggett and passed unanimously.

Commissioner German moved to issue requests for proposals on air ambulance service for Fayette County. The motion was seconded by Commissioner Farley and passed unanimously.

Commissioner German moved to approve the following contract with The Grove Primary Care Clinic, LLC. The motion was seconded by Commissioner Leggett and

passed unanimously.

10.3.6.5

**SERVICES AGREEMENT ("Agreement") effective dated the 1st day of July, 2016,
BETWEEN**

Fayette County Government (25th Judicial District: Drug Court Reserve & Drug & Alcohol Treatment Reserve) P.O. Box 218, 13095 North Main Street, Somerville, TN ("Customer")

-AND-

The Grove Primary Care Clinic, LLC. , Jackson, TN ("Vendor")

The Customer is of the opinion that the Vendor has the necessary qualification, experience and abilities to provide services to the Customer. The Vendor is agreeable to providing such services to the Customer on the Terms and Conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Vendor (individually "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. Location for Services

- a. The location ("Location") for Services are the premises of the 25th Judicial District Recovery Court, operated by The Grove Primary Care Clinic, LLC.

2. Services Provided

- a. The Customer hereby agree to engage the Vendor to provide the Customer with X services ("Services") consisting of but not limited to:
 - i. All facets necessary for operating the State of Tennessee certified Recovery Court program in the 25th Judicial District.
 - ii. Maintaining compliance with the State of Tennessee Department of Mental Health and Substance Abuse Services Certified Recovery Court grant.
- b. Services are to be provided to the satisfaction of the Fayette County Government.

3. Vendor Responsibilities

- a. The Vendor is in the business of providing X Services and the Customer is depending on the Vendor's expertise to perform the Services professionally, competently, completely, and to comply with all requirements of the TN Department of Mental Health and Substance Abuse Services guidelines ("MHSAS") for a certified Recovery Court Program.
- b. The Vendor is to become acquainted with the site and conditions under which Services are to be provided.
- c. All supplies and materials will be the Vendor's responsibility.
- d. The Vendor will invoice the Customer once per month for Services performed.

Page 1 of 5

4. Term of Agreement

- a. The term of this Agreement ("Term") will begin on the date this Agreement is effective and will remain in full force and effect, until June 30, 2017, subject to termination as provided in this Agreement.
- b. This Agreement will end if notice is given in writing by one Party to the other Party prior to the 1st day of the month at the end of which Services will end.

5. Currency

- a. All monetary amounts referred to in this Agreement are in USD (US Dollars).

6. Compensation

- a. For Services rendered by the Vendor as required by this Agreement, the Customer will provide compensation ("Compensation") to the Vendor in the amount of \$1,000 (One-Thousand Dollars) per month upon presentation of an acceptable Invoice.
- b. Compensation will be made with the next batch of warrants, but no later than one month from the date the Invoice is received at the County Mayor's Office.
- c. The Customer will not reimburse the Vendor for any expense incurred by the Vendor in connection with providing the Services of this Agreement other than the Compensation listed above.

7. Capacity

- a. In providing Services under this Agreement, it is expressly agreed that the Vendor is acting as an independent contractor and not as an employee.
- b. The Vendor and Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for services.

8. Notice

- a. All notices, requests, demands or other communications required or permitted by the terms of this Agreement shall be given in writing and delivered to the Parties of this Agreement by registered or certified mail to the following addresses:
 - i. Fayette County Government – Mayor's Office
P.O. Box 218
13095 North Main Street
Somerville, TN 38068
Fax: 901-465-5229
Email: rtaylor@fayette.tn.us
 - ii. The Grove Primary Care Clinic, LLC.
109 E. Lafayette Street
Jackson, TN 38301
Phone: 731-300-4232
Fax: 731-300-4642
Email: sgriffin@thegroveclinic.com

9. Indemnification

- a. The Vendor will indemnify and hold harmless the Customer, as permitted by law, from and against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever to the extent that any of the foregoing is proximately caused either by the negligent or willful acts or omission of the indemnifying Party or its agents or representative and that are incurred or paid after the date of this Agreement and which result from or arise out of the Vendor's participation in this Agreement.
- b. This indemnification will survive the termination of this Agreement.

10. Insurance / Licensing

- a. The Vendor shall maintain General Liability Insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the contractor based on the risk associated with characteristics of the Agreement and only to the extent permitted by law, but at not less than \$1,000,000.
- b. Fayette County Government shall be named as an additional insured and loss payee, and evidence provided to the Customer of such coverage.
- c. The Vendor shall maintain Worker's Compensation Insurance, and provide the Customer with evidence of such.
- d. All insurance policies will remain materially unchanged for the duration of this Agreement.
- e. The Vendor shall comply with all licensing requirements and will provide the Customer with a copy of the Vendor's Business License.

11. Costs and Legal Expenses

- a. In the event that legal action is brought to enforce or interpret any term of this Agreement, the Customer will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

12. Modification of Agreement

- a. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by an authorized representative of each Party.

13. Assignment

- a. The Vendor will not voluntarily or by operation of law assign or otherwise transfer its obligation under this Agreement without the prior written consent of the Customer.
- b. The Customer will not be responsible for any costs associated with an assignment which the Customer has not approved in writing.

14. Entire Agreement

- a. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

15. Nondiscrimination

- a. The Parties hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Parties on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law.

16. Drug-Free Workplace

- a. The Parties recognize that alcohol and drug abuse in the work place has become a major concern, and in recognition of that agree that:
 - i. The use, possession, sale, transfer, or being under the influence of intoxicating liquor, illegal drugs or other intoxicants by employees anytime on Customer premises or while performing Services under this Agreement is prohibited.
 - ii. There shall be No Smoking in any enclosed building at any Location of the Customer.
 - iii. The use of Smokeless Tobacco is prohibited in any enclosed building at any Location of the Customer.

17. Enurement

- a. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successor and permitted assigns.

18. Titles / Headings

- a. Heading are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement

19. Gender

- a. Words in the singular mean and include the plural and vice versa.
- b. Words in the masculine mean and include the feminine and vice versa.

20. Governing Law

- a. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceeding under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Tennessee, without regard to the jurisdiction in which any action or special proceeding may be instituted.
- b. Any legal proceedings dealing with this Agreement shall be filed in the appropriate court in Fayette County, Tennessee.
- c. The Parties further agree that the proper venue is in Fayette County, Tennessee.

21. Severability

- a. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

22. Waiver

- a. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

23. Authority to Sign Contracts

- a. The undersigned certify that they have the legal authority to sign contracts on behalf of their respective Party.

IN WITNESS WHEREOF THE Parties have duly affixed their signatures under hand on this _____ day of _____, _____.

Customer
Fayette County Government

Vendor
The Grove Primary Care Clinic, LLC.

Rhea Taylor, County Mayor

Scott Griffin, Director
25th Judicial District Recovery Court

Commissioner German presented the Blighted Properties discussion stating that the Budget Committee did so without recommendation. Commissioner Goodroe moved that the blighted property ordinances be implemented and that \$50,000 be appropriated to fund it. Commissioner Leggett seconded the motion. After a great deal of discussion the

motion failed on the following Roll Call Vote:

Blighted Properties

10.3.6.6

ROLL CALL
FAYETTE COUNTY BOARD OF COMMISSIONERS ~~AA~~

	YES	NO	PASS	
ED ALLEN	ABSENT			
WALTER BREWER		✓		
BUNKER, HOMER S.		✓		
COX, ODIS		✓		
DACUS, CHARLES E. JR.		✓		
FARLEY, BEN		✓		
GERMAN, WILLIE, JR		✓		
GOODROE, TIM	✓			
HOWARD, REGGIE	RESIGNED			
KELLEY, BILL	✓			
LEGGETT, TERRY	✓			
LILLARD, DAVID SR.	ABSENT			
LOGAN, SYLVESTER		✓		
OGLESBY, CLAUDE		✓		
REEVES, STEVE	✓			
SEALS, RAY		✓		
WALKER, BILL		✓		
WATKINS, LARRY		✓		
WILSON, MYLES		✓		
TOTAL	4	12		

Commissioner Leggett asked that a copy of the Blighted Properties Ordinance be again sent to each Commissioner before the next meeting.

Commissioner German moved to allow Charles Traylor, Solid Waste Director to have an equipment auction to sell some old pieces of equipment. The motion was seconded by Commissioner Leggett and passed unanimously.

10.3.6.7

Memorandum

To: Fayette County Mayor's Office
CC: Mayor Taylor
From: Charles Traylor FCSW
Date: 7/6/2016
Re: Request to sell equipment

Mayor Taylor,

The Solid Waste Department is seeking to sell the following items:

2003 GMC BOX VAN- Serial/VIN # 1GDHG3U431900976

Mitsubishi For Lift- Model: FGC25N , SERIAL /VIN # AF82F00709

CTW

CONFIDENTIAL

1

Commissioner Leggett moved to approve the following contract with Rutherford County Juvenile Detention Center. Commissioner Goodroe provided a second, and the

motion was approved unanimously by the Board.

11.1

CONTRACT
BY AND BETWEEN
RUTHERFORD COUNTY JUVENILE DETENTION CENTER
AND

Fayette County

This CONTRACT made and entered into on the day and date last written by and between Rutherford County Juvenile Detention Center, hereinafter called CENTER, and Fayette County, hereinafter called COUNTY.

WITNESSETH

I

The Center shall provide detention care services for any juvenile ordered into its custody by the Juvenile Court of the COUNTY, provided there is sufficient space available. Detention care services shall consist of detaining the juvenile in the CENTER and providing said juvenile with food, shelter, and supervision. The juvenile will be permitted to participate in any educational, recreational, or other programs which may be offered by the CENTER, unless the safety and/or security of the CENTER requires otherwise.

II

The COUNTY shall, at its own expense, transport the juvenile to and from the CENTER. The COUNTY agrees that it will reimburse the CENTER for any medical expenses, beyond those for normal detention care services and enumerated in Article I of this CONTRACT, incurred on behalf of said juvenile during his/her detention at the CENTER. In the event prolonged medical care is anticipated, the CENTER will notify the COUNTY of such conditions and the COUNTY shall assume responsibility for and make arrangements for such care.

III

The COUNTY shall pay the CENTER at the rate of \$175.00 (One Hundred and Seventy Five Dollars) per day for each juvenile detained. A day shall be considered twenty-four (24) hours or any portion thereof beginning when the juvenile enters the premises of the CENTER.

IV

The COUNTY shall pay the CENTER all sums set out in Article II and III of this contract within thirty (30) days after receiving a bill for same from the CENTER; otherwise this CONTRACT shall become null and void at the option of the CENTER.

V

The COUNTY shall indemnify and hold the CENTER and Rutherford County and all of their officers, agents, employees, and servants harmless from any liability they might incur as a result of any actions, causes of action, or other matters asserted against them as result of performing under this CONTRACT. This Hold Harmless includes, but is not limited to, defending the CENTER and Rutherford County and all their officers, agents, employees, and servants in any actions brought as a result of performing under this CONTRACT and indemnifying them for any damages and expenses incurred as a result thereof.

VI

The COUNTY shall, upon notification by the CENTER, remove any juvenile placed by the COUNTY in the CENTER, if said juvenile becomes unruly or poses a threat to any employees or other juveniles at the CENTER.

VII

This CONTRACT shall take effect the day and date last written. This CONTRACT expresses the entire agreement between the parties and shall remain in effect until terminated at the request of either or both parties.

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be executed on this _____ day of _____, 20_____.

Rutherford County
Juvenile Detention Center

By: _____
County Executive/County Mayor

Attest:

County Clerk

_____ County

By: _____
County Executive/County Mayor

Attest:

County Clerk

**AMENDMENT TO CONTRACT BY AND BETWEEN
RUTHERFORD COUNTY JUVENILE DETENTION CENTER
AND**

WHEREAS, the Rutherford County Juvenile Detention Center ("Center") and _____ ("County") entered a Contract by and between them dated the _____ day of _____, _____ (the "Contract"); and

WHEREAS, the Contract provides for the Center to provide detention care services for juveniles of the County based upon specified conditions and terms; and

WHEREAS, recently enacted regulations require the inclusion of certain language in contracts for the confinement of residents in any new contract or contract renewal; and

WHEREAS, the parties intent is to make sure the Contract complies with all applicable rules and regulations, but to otherwise not change or alter the Contract between them in any manner.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the Contract shall be and hereby is amended to add a new paragraph VIII as follows:

VIII.

The Center shall comply with the Prison Rape Elimination Act of 2003 (42 U.S.C. §15601 *et seq.*) ("PREA") and with all applicable PREA standards and DCS policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse in facilities owned, operated, or sub-contracted by the Center. Center acknowledges that, in addition to self-monitoring requirements, DCS will conduct announced and unannounced on-site compliance monitoring. Failure to comply with PREA, PREA standards, or relevant DCS policies may result in termination of the Contract.

All other terms and conditions of the Contract shall remain in full force and effect and unchanged.

WITNESS OUR hands as of the _____ day of _____, 20_____.

RUTHERFORD COUNTY JUVENILE
DETENTION CENTER

By: _____

Title: _____

_____ COUNTY

By: _____

Title: _____

Commissioner Oglesby moved to approve the following Resolution making Appropriations For The Various Funds, Departments, Institutions, Offices, and Agencies of Fayette County, Tennessee, for The Year Beginning July 1, 2016 and Ending June 30, 2017. The motion was seconded by Commissioner Logan and passed unanimously.

**A RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS,
DEPARTMENTS, INSTITUTIONS, OFFICES AND AGENCIES OF
FAYETTE COUNTY, TENNESSEE, FOR THE
YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017**

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Fayette County, Tennessee, assembled in regular session on the 25th day of June, 2016, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various fund, departments, institutions, offices and agencies of Fayette County, Tennessee, for the capital outlay, and for meeting the payment of principal and interest on the County's debt maturing during the year beginning July 1, 2016 and ending June 30, 2017, according to the following schedule:

GENERAL FUND

51100	County Commission	\$	76,026
51220	Beer Board		700
51300	County Executive		112,195
51310	Personnel Office		76,780
51400	County Attorney		59,918
51500	Election Commission (Including Voter Registration)		323,367
51600	Register of Deeds		186,109
51710	Development		228,805
51730	Building		105,079
51800	County Buildings		257,094
51810	Other Facilities		7,760
51900	Other General Administration		59,123
51910	Preservation of Records		200
52100	Accounting and Budgeting		148,022
52300	Property Assessor's Office		281,371
52310	Reappraisal Program		47,500
52400	County Trustee's Office		222,652
52500	County Clerk's Office		319,057
53100	Circuit Court		172,788
53300	General Sessions Court		163,836
53310	General Sessions Judge		218,487
53320	General Sessions Court Clerk		70,429
53330	Drug Court		70,000
53400	Chancery Court		203,482
53500	Juvenile Court		57,297
53900	Other Administration of Justice		36,206
54110	Sheriff's Department		2,833,791
54150	Drug Enforcement		193,459
54210	Jail		3,373,972
54310	Fire Prevention and Control		773,613
54410	Civil Defense		154,681
54420	Rescue Squad		6,618
54490	Other Emergency Management		7,000
54610	County Coroner/Medical Examiner		36,400
54900	Other Public Safety		145,955
55110	Local Health Center		85,610
55120	Rabies and Animal Control		89,773
55130	Ambulance/Emergency Medical Services		2,085,689
55160	Dental Health Program		292,500
55170	Alcohol & Drug Programs		8,864
55180	Crippled Children Services		2,216
55190	Other Local Health Services		1,534
55390	Appropriation to State		25,761
55520	Aid to Dependent Children		2,750
55590	Other Local Welfare Services		7,500
55720	Sanitation Education/Information		62,719
56300	Senior Citizens Assistance		11,925
56500	Libraries		212,212
57100	Agriculture Extension Service		135,163
57500	Soil Conservation		68,297
58120	Industrial Development		11,730
58220	Airport		263,468
58300	Veteran's Services		17,675
58400	Other Charges		406,000
58500	Contributions to Other Agencies		103,062
58600	Employee Benefits		1,913,887
58900	Miscellaneous		1,000
	Total General Fund	\$	<u>16,839,047</u>

SOLID WASTE/SANITATION FUND

55732	Convenience Centers	\$	290,000
55754	Landfill Operation and Maintenance		617,654
	Total Solid Waste/Sanitation Fund	\$	<u>907,654</u>

DRUG CONTROL FUND

54150 Drug Enforcement	\$	105,500
Total Drug Control Fund	\$	105,500

ADEQUATE FACILITIES TAX FUND

58400 Other Charges		10,000
99100 Transfers Out	\$	445,000
Total Adequate Facilities Tax Fund	\$	455,000

HIGHWAY/PUBLIC WORKS FUND

61000 Administration	\$	207,292
62000 Highway and Bridge Maintenance		1,685,282
63100 Operation and Maintenance of Equipment		657,000
65000 Other Charges		222,000
66000 Employee Benefits		709,500
68000 Capital Outlay		2,000,659
82120 Highway & Street		23,499
Total Highway/Public Works Fund	\$	5,505,232

GENERAL PURPOSE SCHOOL FUND

71100 Regular Instruction Program	\$	11,504,675
71200 Special Education Program		2,107,825
71300 Vocational Education Program		719,595
72110 Attendance		145,288
72120 Health Services		330,082
72130 Other Student Support		583,505
72210 Regular Instruction Program		731,300
72220 Special Education Program		200,208
72230 Vocational Education Program		138,140
72260 Adult Programs		383,755
72310 Board of Education		910,140
72320 Director of Schools		551,652
72410 Office of the Principal		1,356,017
72510 Fiscal Services		212,932
72520 Human Resources		133,018
72610 Operation of Plant		1,695,852
72620 Maintenance of Plant		713,678
72710 Transportation		2,313,780
72810 Central and Other		234,010
73300 Community Services		183,500
73400 Early Childhood VOL		843,782
76100 Regular Capital Outlay		700,000
82130 Principal - Education		210,000
82230 Interest - Education		168,887
Total General Purpose School Fund	\$	27,071,621

SCHOOL FEDERAL PROJECTS FUND

71100 Regular Instruction Program	\$	811,649
71200 Special Education Program		549,938
71300 Vocational Education Program		51,321
72120 Health Services		113,373
72130 Other Student Support		123,925
72210 Regular Instruction Program		374,145
72220 Special Education Program		83,233
72230 Vocational Education Program		6,000
72710 Transportation		162,490
99100 Transfers Out		24,334
Total School Federal Projects Fund	\$	2,300,408

CENTRAL CAFETERIA FUND

73100 Food Service	\$	2,171,310
99100 Transfers Out		155,525
Total Central Cafeteria Fund	\$	2,326,835

GENERAL DEBT SERVICE FUND

82110	Principal – General Government	884,405
82130	Principal – Education	845,000
82210	Interest – General Government	284,363
82230	Interest - Education	611,540
82310	Other Debt Service - General Government	26,900
82330	Other Debt Service - Education	2,100
	Total General Debt Service Fund	\$ 2,654,308

EDUCATIONAL CAPITAL PROJECTS FUND

91300	Educational Capital Projects	\$ 363,317
	Total Educational Capital Projects Fund	\$ 363,317

SECTION 2. BE IT RESOLVED, that there are also hereby appropriated certain portions of the commissions and fees for collecting taxes and licenses and for administering other funds which the trustee, county clerk, circuit court clerk, clerk and master, register and the sheriff and their officially authorized deputies and assistants may be entitled to receive under State laws heretofore or hereafter enacted. Expenditures out of commissions, and/or fees collected by the trustee, county clerk, circuit court clerk, clerk and master, register and the sheriff may be made for such purposes and in such amounts as may be authorized by existing law or by valid order of any court having power to make such appropriations. Any excess commissions and/or fees collected over and above the expenditures duly and conclusively authorized shall be paid over to the trustee and converted into the General Fund as provided by the law.

BE IT FURTHER RESOLVED, that if any fee officials, as enumerated in Section 8-22-101, Tennessee Code Annotated, operate under provisions of Section 8-22-104, Tennessee Code Annotated, provisions of the preceding paragraph shall not apply to those particular officials.

SECTION 3. BE IT FURTHER RESOLVED, that any amendment to the budget, except for amendments to the budget for funds under supervision of the director of schools, shall be approved as provided in Section 5-9-407, Tennessee Code Annotated. The director of schools must receive approval of the Board of Education for transfers within each major category of the budget, and approval of both the Board of Education and Board of County Commissioners for transfers between major categories as required by law.

This copy of each amendment shall be filed with the County Clerk, one copy with the chairman of the Budget Committee, and one copy with each divisional or departmental head concerned. The reason(s) for each transfer shall be clearly stated; however, this section shall in no case whatsoever be construed as authorizing transfer from one fund to another, but shall apply solely to transfers within a certain fund.

SECTION 4. BE IT FURTHER RESOLVED, that any appropriations made by this resolution, which cover the same purpose for which a specific appropriation is made by statute, is made in lieu of but not in addition to said statutory appropriation. The salary, wages, or remuneration of each officer, employee, or agent of the County shall not be in excess of the amounts authorized by existing law or as set forth in the estimate of expenditures which accompanies the resolution. Provided, however, that appropriations for such salaries, wages, or other remuneration hereby authorized shall in no case be construed as permitting expenditures for an office, agency, institution, division or department of the County in excess of the appropriation made herein for such office, agency, institution, division or department of the County. Such appropriation shall constitute the limit to the expenditures of any office, agency, institution, division or department for the year ending June 30, 2017. The aggregate expenditures for any item of appropriation shall in no instance be more than the amount herein appropriated for such item.

SECTION 5. BE IT FURTHER RESOLVED that any resolution, which may hereafter be presented to the Board of County Commissioners providing for appropriations in addition to those made by this Budget Appropriation Resolution, shall specifically provide sufficient revenue or other funds, actually to be provided during the year in which the expenditure is to be made, to meet such additional appropriation. Said appropriating resolution shall be submitted to and approved by the State Director of Local Finance after its adoption as provided by Section 9-21-403, TCA.

SECTION 6. BE IT FURTHER RESOLVED, that the county mayor and county clerk are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the state director of Local Finance, to pay for the expenses herein authorized until the taxes and other revenue for the year 2016-2017 have been collected. The proceeds of loans for each individual fund shall not exceed 60% of the appropriations of each fund and shall be used only to pay the expenses and other requirements of the fund for which the loan is made. The loan shall be paid out of revenue from the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the applicable sections of Title 9, Chapter 21, Tennessee Code Annotated. Said notes shall be signed by the county mayor and countersigned by the county clerk and shall mature and be paid in full without renewal no later than June 30, 2017.

SECTION 7. BE IT FURTHER RESOLVED, that the delinquent county property taxes for the year ending 2015 and prior years and the interest and penalty thereon collected during the year ending June 30, 2017, shall be apportioned to the various county funds according to the subdivision of the tax levy for the year 2016. The clerk and master and the trustee are hereby authorized and directed to make such apportionment accordingly.

SECTION 8. BE IT FURTHER RESOLVED, that all unencumbered balances of appropriations remaining at the end of the year shall lapse and be of no further effect at the end of the year at June 30, 2017.

SECTION 9. BE IT FURTHER RESOLVED that any resolution or part of a resolution which has heretofore been passed by the Board of County Commissioners which is in conflict with any provision in this resolution be and the same is hereby repealed.

SECTION 10. BE IT FURTHER RESOLVED, that this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2016. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed this 28th day of June, 2016

ATTESTED:
(SEAL)

COUNTY CLERK

COUNTY MAYOR

Commissioner Leggett moved to accept Commissioner Howard's resignation, declare his seat vacant and move forward in appointing a replacement who will serve until the next general election. The motion was seconded by Commissioner Goodroe. After a great deal of discussion Commissioner Walker moved to table the motion. The motion to table was seconded by Commissioner Watkins and was approved unanimously.

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

Rhea Taylor, County Mayor

ATTEST:

Sue Culver, County Clerk

NOTARY LIST

August 23, 2014

SHANA BURCH

BRANDI DELEE

JILL FISHER *

PAMELA A JOHNSON

DONNA SUE KEITH

JENNIFER L. KING

TOWANDA M. MACLIN-BROWN

G. ARTEMUS NELSON

JOSEPH CREIG RICHARDSON

LAQUINTA M. SAIN-HUDSON*

PAMELA S. SHIELDS *

CARMEN R. SIMMONS

*DENOTES NEW NOTARY

TENNESSEE NOTARY PUBLIC APPLICATION

FAYETTE COUNTY, TENNESSEE

This application must be signed under oath in the presence of a notary public and submitted to the County Clerk at least five days prior to the meeting of the County Legislative Body at which it is to be considered. Once elected, you must then be commissioned by the Governor. If elected, you will be required to post a bond in the amount of Ten Thousand Dollars (\$10,000.00) The bond must be filed in the Office of the County Clerk, who will accept the required fees and administer the oath of office. You are not authorized to act as a notary public until you have received your commission from the Governor, filed your bond, and taken the oath of office. If you move your residence or your principal place of business out of this county, you are required by law to notify the County Clerk of the change of address.

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application August 5, 2010

Full Name (as it will appear on your notary commission): Sherna Burch

Residence Address: 155 Elm Road Somerville TN 38008

Name of Employer: Fayette County Clerk's Office

Principal Business Address: Courthouse Sq Room 101 Somerville TN 38008

Telephone: (residence) 901-609-9131 (business) 901-405-5213

Date of Birth: 9/26/1980

For RENEWAL applications, give the expiration date of your current commission:

9/4/2010

PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO:

- 1. Have you ever been convicted of offering or giving a bribe, larceny, or any other offense declared infamous by law? NO
- 2. If the answer to question 1 was Yes, has your citizenship been Restored? _____
- 3. Is there any unpaid judgment against you for money received in an official capacity and due to the United States, to Tennessee, or any Tennessee County, or are you a defaulter to the Treasury? NO
- 4. Are you a soldier, seaman, marine, or airman in the regular army, Navy or Air Force of the United States, a member of the United States Congress, or a person holding any office of profit of trust under any Foreign power, other state of the United States? NO
- 5. Have you ever been removed from office as a Notary Public for office misconduct? NO
- 6. Have you ever had a Notarial Commission revoked or suspended by this or any other state? NO
- 7. Have you ever been found by a court of this state or any other state to have engaged in the unauthorized practice of law? NO
- 8. Is there any other reason that you are legally disqualified from holding the office of a Notary Public? NO
- 9. Are you a United States citizen or Legal permanent resident? YES

I DO SWEAR OR AFFIRM UNDER PENALTIES OF PERJURY THAT THE STATEMENTS ABOVE ARE TRUE AND CORRECT?

Steve Birch
Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, Steve Birch, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purpose therein contained.

Witness my hand, and office, the 19th day of August, 2016.

My Commission expires:

05/29/2018



Steve Birch
NOTARY PUBLIC

TENNESSEE NOTARY PUBLIC APPLICATION

FAYETTE COUNTY, TENNESSEE

This application must be signed under oath in the presence of a notary public and submitted to the County Clerk at least five days prior to the meeting of the County Legislative Body at which it is to be considered. Once elected, you must then be commissioned by the Governor. If elected, you will be required to post a bond in the amount of Ten Thousand Dollars (\$10,000.00) The bond must be filed in the Office of the County Clerk, who will accept the required fees and administer the oath of office. You are not authorized to act as a notary public until you have received your commission from the Governor, filed your bond, and taken the oath of office. If you move your residence or your principal place of business out of this county, you are required by law to notify the County Clerk of the change of address.

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application 8/11/16

Full Name (as it will appear on your notary commission):

Brandi Delee
FIRST MIDDLE LAST

Residence Address: 450 Highway 193
STREET ADDRESS

Collierville TN 38017
CITY STATE ZIP

Name of Employer: Regal Auto Credit, Inc.

Principal Business Address: 400 Hwy 72
STREET ADDRESS

Collierville TN 38017
CITY STATE ZIP

Telephone: (residence) 901-334-8885 (business) 901-854-0300

Date of Birth: 8/26/85

For RENEWAL applications, give the expiration date of your current commission:

Sept. 4, 2016

PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO:

1. Have you ever been convicted of offering or giving a bribe, larceny, or any other offense declared infamous by law? NO
2. If the answer to question 1 was Yes, has your citizenship been Restored? N/A
3. Is there any unpaid judgment against you for money received in an official capacity and due to the United States, to Tennessee, or any Tennessee County, or are you a defaulter to the Treasury? NO
4. Are you a soldier, seaman, marine, or airman in the regular army, Navy or Air Force of the United States, a member of the United States Congress, or a person holding any office of profit or trust under any Foreign power, other state of the United States? NO
5. Have you ever been removed from office as a Notary Public for office misconduct? NO
6. Have you ever had a Notarial Commission revoked or suspended by this or any other state? NO
7. Have you ever been found by a court of this state or any other state to have engaged in the unauthorized practice of law? NO
8. Is there any other reason that you are legally disqualified from holding the office of a Notary Public? NO
9. Are you a United States citizen or Legal permanent resident? yes

I DO SWEAR OR AFFIRM UNDER PENALTIES OF PERJURY THAT THE STATEMENTS ABOVE ARE TRUE AND CORRECT?

Brandi DeLee
Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, Brandi DeLee, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purpose therein contained.

Witness my hand and office, the 11 day of August, 2016.

My Commission expires: 8/30/2018



Stark Burch
NOTARY PUBLIC Deputy Clerk

TENNESSEE NOTARY PUBLIC APPLICATION

FAYETTE COUNTY, TENNESSEE

This application must be signed under oath in the presence of a notary public and submitted to the County Clerk at least five days prior to the meeting of the County Legislative Body at which it is to be considered. Once elected, you must then be commissioned by the Governor. If elected, you will be required to post a bond in the amount of Ten Thousand Dollars (\$10,000.00) The bond must be filed in the Office of the County Clerk, who will accept the required fees and administer the oath of office. You are not authorized to act as a notary public until you have received your commission from the Governor, filed your bond, and taken the oath of office. If you move your residence or your principal place of business out of this county, you are required by law to notify the County Clerk of the change of address.

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application August 9, 2016

Full Name (as it will appear on your notary commission):

Jill Marie Fisher
FIRST MIDDLE LAST

Residence Address: 16010 Hwy 196
STREET ADDRESS
Eads TN 38028
CITY STATE ZIP

Name of Employer: Painting + Home Repair

Principal Business Address: 16010 Hwy 196 Eads TN 38028
STREET ADDRESS

CITY STATE ZIP

Telephone: (residence) 901-208-1405 (business)

Date of Birth: August 13, 1978

For RENEWAL applications, give the expiration date of your current commission:

PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO:

1. Have you ever been convicted of offering or giving a bribe, larceny, or any other offense declared infamous by law? no
2. If the answer to question 1 was Yes, has your citizenship been Restored? _____
3. Is there any unpaid judgment against you for money received in an official capacity and due to the United States, to Tennessee, or any Tennessee County, or are you a defaulter to the Treasury? no
4. Are you a soldier, seaman, marine, or airman in the regular army, Navy or Air Force of the United States, a member of the United States Congress, or a person holding any office of profit of trust under any Foreign power, other state of the United States? no
5. Have you ever been removed from office as a Notary Public for office misconduct? no
6. Have you ever had a Notarial Commission revoked or suspended by this or any other state? no
7. Have you ever been found by a court of this state or any other state to have engaged in the unauthorized practice of law? no
8. Is there any other reason that you are legally disqualified from holding the office of a Notary Public? no
9. Are you a United States citizen or Legal permanent resident? yes

I DO SWEAR OR AFFIRM UNDER PENALTIES OF PERJURY THAT THE STATEMENTS ABOVE ARE TRUE AND CORRECT?

Jill Fisher
Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, Jill Fisher, with whom I am personally acquainted and who acknowledged that he/she executed the within instrument for the purpose therein contained.

Witness my hand and office, the 9 day of August, 2016.

My Commission expires:



Donna P. Allan
NOTARY PUBLIC Deputy Clerk

TENNESSEE NOTARY PUBLIC APPLICATION

FAYETTE COUNTY, TENNESSEE

This application must be signed under oath in the presence of a notary public and submitted to the County Clerk at least five days prior to the meeting of the County Legislative Body at which it is to be considered. Once elected, you must then be commissioned by the Governor. If elected, you will be required to post a bond in the amount of Ten Thousand Dollars (\$10,000.00) The bond must be filed in the Office of the County Clerk, who will accept the required fees and administer the oath of office. You are not authorized to act as a notary public until you have received your commission from the Governor, filed your bond, and taken the oath of office. If you move your residence or your principal place of business out of this county, you are required by law to notify the County Clerk of the change of address.

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application August 3, 2016

Full Name (as it will appear on your notary commission):

Pamela A. Johnson
FIRST MIDDLE LAST

Residence Address: 8287 Ansley Park Cove
STREET ADDRESS

Southaven MS 38672
CITY STATE ZIP

Name of Employer: Madden Phillips Construction, Inc

Principal Business Address: 305 MANN DR
STREET ADDRESS

Piperston TN 38017
CITY STATE ZIP

Telephone: (residence) 901-277-2058 (business) 901-854-0029

Date of Birth: 11/12/1967

For RENEWAL applications, give the expiration date of your current commission:

September 4, 2016

PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO:

- 1. Have you ever been convicted of offering or giving a bribe, larceny, or any other offense declared infamous by law? No
- 2. If the answer to question 1 was Yes, has your citizenship been Restored? N/A
- 3. Is there any unpaid judgment against you for money received in an official capacity and due to the United States, to Tennessee, or any Tennessee County, or are you a defaulter to the Treasury? No
- 4. Are you a soldier, seaman, marine, or airman in the regular army, Navy or Air Force of the United States, a member of the United States Congress, or a person holding any office of profit or trust under any Foreign power, other state of the United States? No
- 5. Have you ever been removed from office as a Notary Public for office misconduct? No
- 6. Have you ever had a Notarial Commission revoked or suspended by this or any other state? No
- 7. Have you ever been found by a court of this state or any other state to have engaged in the unauthorized practice of law? No
- 8. Is there any other reason that you are legally disqualified from holding the office of a Notary Public? NO
- 9. Are you a United States citizen or Legal permanent resident? yes

I DO SWEAR OR AFFIRM UNDER PENALTIES OF PERJURY THAT THE STATEMENTS ABOVE ARE TRUE AND CORRECT?

[Signature]
Signature of Applicant

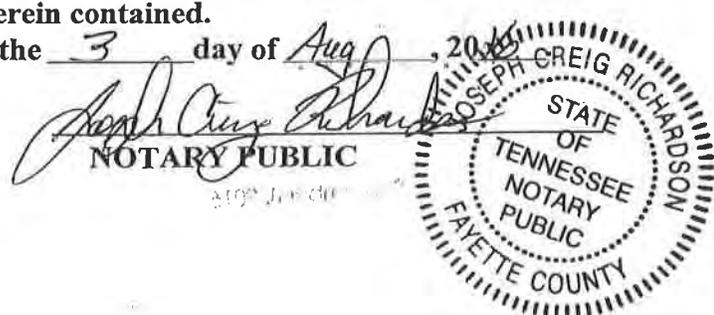
State of Tennessee
County of Fayette

Personally appeared before me, Pamela Johnson, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purpose therein contained.

Witness my hand, and office, the 3 day of Aug, 2016

My Commission expires:

September 4, 2016



TENNESSEE NOTARY PUBLIC APPLICATION

FAYETTE COUNTY, TENNESSEE

This application must be signed under oath in the presence of a notary public and submitted to the County Clerk at least five days prior to the meeting of the County Legislative Body at which it is to be considered. Once elected, you must then be commissioned by the Governor. If elected, you will be required to post a bond in the amount of Ten Thousand Dollars (\$10,000.00) The bond must be filed in the Office of the County Clerk, who will accept the required fees and administer the oath of office. You are not authorized to act as a notary public until you have received your commission from the Governor, filed your bond, and taken the oath of office. If you move your residence or your principal place of business out of this county, you are required by law to notify the County Clerk of the change of address.

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application 8/4/16

Full Name (as it will appear on your notary commission):

Donna Sue Keith
FIRST MIDDLE LAST

Residence Address: 55 Mellon Rd
STREET ADDRESS

Arlington TN 38002
CITY STATE ZIP

Name of Employer: Bowman's Works Inc.

Principal Business Address: 445 Bowers Rd Suite 1
STREET ADDRESS

Oakland TN 38060
CITY STATE ZIP

Telephone: (residence) 901.867.3235 (business) 901.465.5797

Date of Birth: 10/25/1954

For RENEWAL applications, give the expiration date of your current commission:

Sept 4, 2016

PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO:

1. Have you ever been convicted of offering or giving a bribe, larceny, or any other offense declared infamous by law? no
2. If the answer to question 1 was Yes, has your citizenship been Restored? _____
3. Is there any unpaid judgment against you for money received in an official capacity and due to the United States, to Tennessee, or any Tennessee County, or are you a defaulter to the Treasury? no
4. Are you a soldier, seaman, marine, or airman in the regular army, Navy or Air Force of the United States, a member of the United States Congress, or a person holding any office of profit or trust under any Foreign power, other state of the United States? no
5. Have you ever been removed from office as a Notary Public for office misconduct? no
6. Have you ever had a Notarial Commission revoked or suspended by this or any other state? no
7. Have you ever been found by a court of this state or any other state to have engaged in the unauthorized practice of law? no
8. Is there any other reason that you are legally disqualified from holding the office of a Notary Public? no
9. Are you a United States citizen or Legal permanent resident? yes

I DO SWEAR OR AFFIRM UNDER PENALTIES OF PERJURY THAT THE STATEMENTS ABOVE ARE TRUE AND CORRECT?

Donna Sue Keith
Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, Donna Sue Keith, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purpose therein contained.

Witness my hand, and office, the 4th day of August, 2016.

My Commission expires:

My Commission Expires
May 29, 2018

Michael V Peeney
NOTARY PUBLIC



TENNESSEE NOTARY PUBLIC APPLICATION

FAYETTE COUNTY, TENNESSEE

This application must be signed under oath in the presence of a notary public and submitted to the County Clerk at least five days prior to the meeting of the County Legislative Body at which it is to be considered. Once elected, you must then be commissioned by the Governor. If elected, you will be required to post a bond in the amount of Ten Thousand Dollars (\$10,000.00) The bond must be filed in the Office of the County Clerk, who will accept the required fees and administer the oath of office. You are not authorized to act as a notary public until you have received your commission from the Governor, filed your bond, and taken the oath of office. If you move your residence or your principal place of business out of this county, you are required by law to notify the County Clerk of the change of address.

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application 7/18/16

Full Name (as it will appear on your notary commission):

Jennifer L. King
FIRST MIDDLE LAST

Residence Address: 5620 Feathers Chapel Dr.

Somerville TN 38068
CITY STATE ZIP

Name of Employer: Trustmark

Principal Business Address: 16790 Hwy 64

Somerville TN 38068
CITY STATE ZIP

Telephone: (residence) 901-849-0790 (business) 901-466-3443

Date of Birth: 1/26/1978

For RENEWAL applications, give the expiration date of your current commission:

9-4-2016

TENNESSEE NOTARY PUBLIC APPLICATION

FAYETTE COUNTY, TENNESSEE

This application must be signed under oath in the presence of a notary public and submitted to the County Clerk at least five days prior to the meeting of the County Legislative Body at which it is to be considered. Once elected, you must then be commissioned by the Governor. If elected, you will be required to post a bond in the amount of Ten Thousand Dollars (\$10,000.00) The bond must be filed in the Office of the County Clerk, who will accept the required fees and administer the oath of office. You are not authorized to act as a notary public until you have received your commission from the Governor, filed your bond, and taken the oath of office. If you move your residence or your principal place of business out of this county, you are required by law to notify the County Clerk of the change of address.

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application _____

Full Name (as it will appear on your notary commission):

DR. TOWANDA M. MACLIN-BROWN
FIRST MIDDLE LAST

Residence Address: 115 TAYLOR DRIVE
STREET ADDRESS

SOMERVILLE TN 38068
CITY STATE ZIP

Name of Employer: FAYETTE COUNTY BOARD OF EDUCATION

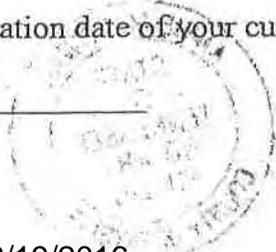
Principal Business Address: 126 MARKET ST. SOMERVILLE, TN 38068
STREET ADDRESS

Telephone: (residence) 901.465.8976 (business) _____
CITY STATE ZIP

Date of Birth: 11.19.67

For RENEWAL applications, give the expiration date of your current commission:

09.28.16



PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO:

- 1. Have you ever been convicted of offering or giving a bribe, larceny, or any other offense declared infamous by law? NO
- 2. If the answer to question 1 was Yes, has your citizenship been Restored? —
- 3. Is there any unpaid judgment against you for money received in an official capacity and due to the United States, to Tennessee, or any Tennessee County, or are you a defaulter to the Treasury? NO
- 4. Are you a soldier, seaman, marine, or airman in the regular army, Navy or Air Force of the United States, a member of the United States Congress, or a person holding any office of profit of trust under any Foreign power, other state of the United States? NO
- 5. Have you ever been removed from office as a Notary Public for office misconduct? NO
- 6. Have you ever had a Notarial Commission revoked or suspended by this or any other state? NO
- 7. Have you ever been found by a court of this state or any other state to have engaged in the unauthorized practice of law? NO
- 8. Is there any other reason that you are legally disqualified from holding the office of a Notary Public? NO
- 9. Are you a United States citizen or Legal permanent resident? YES

I DO SWEAR OR AFFIRM UNDER PENALTIES OF PERJURY THAT THE STATEMENTS ABOVE ARE TRUE AND CORRECT?

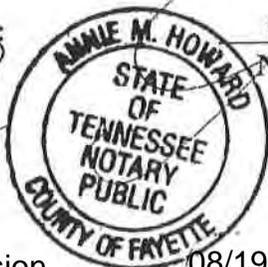
[Handwritten Signature]
Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, DR. Towanda M. Maclin-Brown, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purpose therein contained.

Witness my hand, and office, the 8 day of Aug., 2016.

My Commission expires: 08/21/2018



[Handwritten Signature]
NOTARY PUBLIC

TENNESSEE NOTARY PUBLIC APPLICATION

FAYETTE COUNTY, TENNESSEE

This application must be signed under oath in the presence of a notary public and submitted to the County Clerk at least five days prior to the meeting of the County Legislative Body at which it is to be considered. Once elected, you must then be commissioned by the Governor. If elected, you will be required to post a bond in the amount of Ten Thousand Dollars (\$10,000.00) The bond must be filed in the Office of the County Clerk, who will accept the required fees and administer the oath of office. You are not authorized to act as a notary public until you have received your commission from the Governor, filed your bond, and taken the oath of office. If you move your residence or your principal place of business out of this county, you are required by law to notify the County Clerk of the change of address.

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application 8/10/2016

Full Name (as it will appear on your notary commission):

G Artemus Nelson
FIRST MIDDLE LAST

Residence Address: 55 Northern Leaf
STREET ADDRESS
Oakland TN 38060
CITY STATE ZIP

Name of Employer: _____

Principal Business Address: 55 Northern Leaf
STREET ADDRESS
Oakland TN 38060
CITY STATE ZIP

Telephone: (residence) 901-246-6530 (business) 901-246-6530

Date of Birth: 7/18/1968

For RENEWAL applications, give the expiration date of your current commission:

September 4, 2016



PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO:

- 1. Have you ever been convicted of offering or giving a bribe, larceny, or any other offense declared infamous by law? NO
- 2. If the answer to question 1 was Yes, has your citizenship been Restored? _____
- 3. Is there any unpaid judgment against you for money received in an official capacity and due to the United States, to Tennessee, or any Tennessee County, or are you a defaulter to the Treasury? NO
- 4. Are you a soldier, seaman, marine, or airman in the regular army, Navy or Air Force of the United States, a member of the United States Congress, or a person holding any office of profit or trust under any Foreign power, other state of the United States? NO
- 5. Have you ever been removed from office as a Notary Public for office misconduct? NO
- 6. Have you ever had a Notarial Commission revoked or suspended by this or any other state? NO
- 7. Have you ever been found by a court of this state or any other state to have engaged in the unauthorized practice of law? NO
- 8. Is there any other reason that you are legally disqualified from holding the office of a Notary Public? NO
- 9. Are you a United States citizen or Legal permanent resident? Yes

I DO SWEAR OR AFFIRM UNDER PENALTIES OF PERJURY THAT THE STATEMENTS ABOVE ARE TRUE AND CORRECT?

[Signature]
Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, G Artemus Nelson, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purpose therein contained.

Witness my hand, and office, the 10 day of Aug, 2016.

My Commission expires:
05/01/2019

[Signature]
NOTARY PUBLIC



TENNESSEE NOTARY PUBLIC APPLICATION

FAYETTE COUNTY, TENNESSEE

This application must be signed under oath in the presence of a notary public and submitted to the County Clerk at least five days prior to the meeting of the County Legislative Body at which it is to be considered. Once elected, you must then be commissioned by the Governor. If elected, you will be required to post a bond in the amount of Ten Thousand Dollars (\$10,000.00) The bond must be filed in the Office of the County Clerk, who will accept the required fees and administer the oath of office. You are not authorized to act as a notary public until you have received your commission from the Governor, filed your bond, and taken the oath of office. If you move your residence or your principal place of business out of this county, you are required by law to notify the County Clerk of the change of address.

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application August 3, 2016

Full Name (as it will appear on your notary commission):

Joseph Craig Richardson
FIRST MIDDLE LAST

Residence Address: 3958 Wales Ave
STREET ADDRESS

Memphis TN 38108
CITY STATE ZIP

Name of Employer: Madden Phillips Construction, Inc

Principal Business Address: 305 Mann Drive
STREET ADDRESS

Piperston TN 38017
CITY STATE ZIP

Telephone: (residence) 901-377-3264 (business) 901-854-0028

Date of Birth: 02/09/1961

For RENEWAL applications, give the expiration date of your current commission:

September 4, 2016

PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO:

- 1. Have you ever been convicted of offering or giving a bribe, larceny, or any other offense declared infamous by law? No
- 2. If the answer to question 1 was Yes, has your citizenship been Restored? _____
- 3. Is there any unpaid judgment against you for money received in an official capacity and due to the United States, to Tennessee, or any Tennessee County, or are you a defaulter to the Treasury? No
- 4. Are you a soldier, seaman, marine, or airman in the regular army, Navy or Air Force of the United States, a member of the United States Congress, or a person holding any office of profit or trust under any Foreign power, other state of the United States? No
- 5. Have you ever been removed from office as a Notary Public for office misconduct? No
- 6. Have you ever had a Notarial Commission revoked or suspended by this or any other state? No
- 7. Have you ever been found by a court of this state or any other state to have engaged in the unauthorized practice of law? No
- 8. Is there any other reason that you are legally disqualified from holding the office of a Notary Public? No
- 9. Are you a United States citizen or Legal permanent resident? Yes

I DO SWEAR OR AFFIRM UNDER PENALTIES OF PERJURY THAT THE STATEMENTS ABOVE ARE TRUE AND CORRECT.

Joseph Craig Richardson
Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, Joseph Craig Richardson, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purpose therein contained.

Witness my hand, and office, the 3 day of Aug., 2014.

My Commission expires:

September 4, 2016

Pamela A. Johnson
NOTARY PUBLIC



TENNESSEE NOTARY PUBLIC APPLICATION

FAYETTE COUNTY, TENNESSEE

This application must be signed under oath in the presence of a notary public and submitted to the County Clerk at least five days prior to the meeting of the County Legislative Body at which it is to be considered. Once elected, you must then be commissioned by the Governor. If elected, you will be required to post a bond in the amount of Ten Thousand Dollars (\$10,000.00) The bond must be filed in the Office of the County Clerk, who will accept the required fees and administer the oath of office. You are not authorized to act as a notary public until you have received your commission from the Governor, filed your bond, and taken the oath of office. If you move your residence or your principal place of business out of this county, you are required by law to notify the County Clerk of the change of address.

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application 8-4-16

Full Name (as it will appear on your notary commission):
LaQuinta Mate Sain-Hudson
FIRST MIDDLE LAST

Residence Address: 595 Eagle Valley Dr.
STREET ADDRESS
Dakland TN 38060
CITY STATE ZIP

Name of Employer: Professional Care Services

Principal Business Address: 12615 S. Main St.
STREET ADDRESS
Somerville TN 38068
CITY STATE ZIP

Telephone: (residence) 731-609-2047 (business) N/A

Date of Birth: July 3, 1975

For RENEWAL applications, give the expiration date of your current commission:

PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO:

- 1. Have you ever been convicted of offering or giving a bribe, larceny, or any other offense declared infamous by law? NO
- 2. If the answer to question 1 was Yes, has your citizenship been Restored? NO
- 3. Is there any unpaid judgment against you for money received in an official capacity and due to the United States, to Tennessee, or any Tennessee County, or are you a defaulter to the Treasury? NO
- 4. Are you a soldier, seaman, marine, or airman in the regular army, Navy or Air Force of the United States, a member of the United States Congress, or a person holding any office of profit or trust under any Foreign power, other state of the United States? NO
- 5. Have you ever been removed from office as a Notary Public for office misconduct? NO
- 6. Have you ever had a Notarial Commission revoked or suspended by this or any other state? NO
- 7. Have you ever been found by a court of this state or any other state to have engaged in the unauthorized practice of law? NO
- 8. Is there any other reason that you are legally disqualified from holding the office of a Notary Public? NO
- 9. Are you a United States citizen or Legal permanent resident? Yes

I DO SWEAR OR AFFIRM UNDER PENALTIES OF PERJURY THAT THE STATEMENTS ABOVE ARE TRUE AND CORRECT?

LaQuinta M. Sein-Hudson
Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, LaQuinta M. Sein-Hudson with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purpose therein contained.

Witness my hand, and office, the 4 day of Aug, 2016.

My Commission expires

8/31/2018



Shirley M. Howard
NOTARY PUBLIC

TENNESSEE NOTARY PUBLIC APPLICATION

FAYETTE COUNTY, TENNESSEE

This application must be signed under oath in the presence of a notary public and submitted to the County Clerk at least five days prior to the meeting of the County Legislative Body at which it is to be considered. Once elected, you must then be commissioned by the Governor. If elected, you will be required to post a bond in the amount of Ten Thousand Dollars (\$10,000.00) The bond must be filed in the Office of the County Clerk, who will accept the required fees and administer the oath of office. You are not authorized to act as a notary public until you have received your commission from the Governor, filed your bond, and taken the oath of office. If you move your residence or your principal place of business out of this county, you are required by law to notify the County Clerk of the change of address.

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application 08/11/16

Full Name (as it will appear on your notary commission):

Pamela S. Shields
FIRST MIDDLE LAST

Residence Address: 295 Windover Road
STREET ADDRESS
Piperton TN 38017
CITY STATE ZIP

Name of Employer: First Tennessee Bank

Principal Business Address: 4990 East Poplar Avenue
STREET ADDRESS
Memphis TN 38117
CITY STATE ZIP

Telephone: (residence) 901-861-2370 (business) 901-494-7268

Date of Birth: 06/20/66

For RENEWAL applications, give the expiration date of your current commission:

PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO:

1. Have you ever been convicted of offering or giving a bribe, larceny, or any other offense declared infamous by law? no
2. If the answer to question 1 was Yes, has your citizenship been Restored? —
3. Is there any unpaid judgment against you for money received in an official capacity and due to the United States, to Tennessee, or any Tennessee County, or are you a defaulter to the Treasury? no
4. Are you a soldier, seaman, marine, or ~~airman~~ in the regular army, Navy or Air Force of the United States, a member of the United States Congress, or a person holding any office of profit or trust under any Foreign power, other state of the United States? no
5. Have you ever been removed from office as a Notary Public for office misconduct? no
6. Have you ever had a Notarial Commission revoked or suspended by this or any other state? no
7. Have you ever been found by a court of this state or any other state to have engaged in the unauthorized practice of law? no
8. Is there any other reason that you are legally disqualified from holding the office of a Notary Public? no
9. Are you a United States citizen or Legal permanent resident? yes

I DO SWEAR OR AFFIRM UNDER PENALTIES OF PERJURY THAT THE STATEMENTS ABOVE ARE TRUE AND CORRECT?

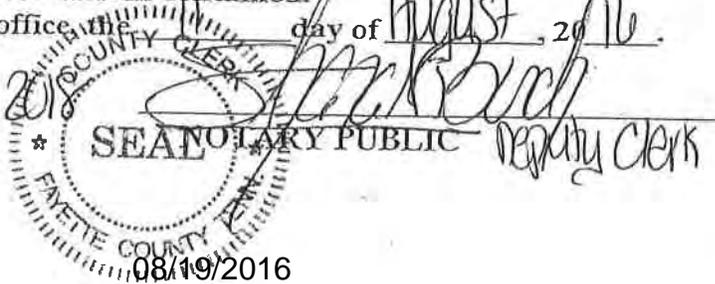
[Signature]
Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, Pamela S. Shields, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purpose therein contained.

Witness my hand, and office, the 11th day of August, 2016.

My Commission expires: 8/31/2018



TENNESSEE NOTARY PUBLIC APPLICATION

FAYETTE COUNTY, TENNESSEE

This application must be signed under oath in the presence of a notary public and submitted to the County Clerk at least five days prior to the meeting of the County Legislative Body at which it is to be considered. Once elected, you must then be commissioned by the Governor. If elected, you will be required to post a bond in the amount of Ten Thousand Dollars (\$10,000.00) The bond must be filed in the Office of the County Clerk, who will accept the required fees and administer the oath of office. You are not authorized to act as a notary public until you have received your commission from the Governor, filed your bond, and taken the oath of office. If you move your residence or your principal place of business out of this county, you are required by law to notify the County Clerk of the change of address.

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application 8-4-16

Full Name (as it will appear on your notary commission):

Carmen R. Simmons
FIRST MIDDLE LAST

Residence Address: 21430 Hwy 57
STREET ADDRESS

La Grange TN 38046
CITY STATE ZIP

Name of Employer: Pinecrest retreat Center

Principal Business Address: 21430 Hwy 57
STREET ADDRESS

La Grange TN 38046
CITY STATE ZIP

Telephone: (residence) 901-878-1247 (business) 901-878-1247

Date of Birth: 2-3-1953

For RENEWAL applications, give the expiration date of your current commission:

Sept 4, 2016

PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO:

1. Have you ever been convicted of offering or giving a bribe, larceny, or any other offense declared infamous by law? NO

2. If the answer to question 1 was Yes, has your citizenship been Restored? _____

3. Is there any unpaid judgment against you for money received in an official capacity and due to the United States, to Tennessee, or any Tennessee County, or are you a defaulter to the Treasury? NO

4. Are you a soldier, seaman, marine, or airman in the regular army, Navy or Air Force of the United States, a member of the United States Congress, or a person holding any office of profit of trust under any Foreign power, other state of the United States? NO

5. Have you ever been removed from office as a Notary Public for office misconduct? NO

6. Have you ever had a Notarial Commission revoked or suspended by this or any other state? NO

7. Have you ever been found by a court of this state or any other state to have engaged in the unauthorized practice of law? NO

8. Is there any other reason that you are legally disqualified from holding the office of a Notary Public? NO

9. Are you a United States citizen or Legal permanent resident? yes

I DO SWEAR OR AFFIRM UNDER PENALTIES OF PERJURY THAT THE STATEMENTS ABOVE ARE TRUE AND CORRECT?

Carmen R. Simmons
Signature of Applicant

State of Tennessee
County of Fayette shelby

Personally appeared before me, Nadeene Itani, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purpose therein contained.

Witness my hand, and office, the 8 day of August, 2016

My Commission expires:
June 26 2019

Nadeene Itani
NOTARY PUBLIC



County Commission Committees 2015-16

<u>Committee</u>	<u>Composition</u>	<u>Meeting Time</u>
Development 1. Bunker 2. Brewer 3. Howard 4. Logan 5. Walker 6. Wilson	No fewer than Five members nor more than Six	Monday prior to the first Tuesday of each month at 5:30 pm at the Bill Kelley Justice Complex
Health and Welfare 1. Dacus 2. Farley 3. German 4. Goodroe 5. Leggett 6. Reeves	No fewer than Five members nor more than Six	Monday prior to the first Tuesday of each month at 6:15 pm at the Bill Kelley Justice Complex
Personnel 1. Cox 2. Dacus 3. Farley 4. Oglesby 5. Walker	No fewer than Five members nor more than Six	Monday prior to the first Tuesday of each month at 7:00 pm at the Bill Kelley Justice Complex
Education 1. Allen 2. Bunker 3. Cox 4. Howard 5. Lillard 6. Watkins	No fewer than Five members nor more than Six	First Tuesday of each month at 5:30 pm at the Bill Kelley Justice Complex
Criminal Justice / Public Safety 1. Brewer 2. Goodroe 3. Kelley 4. Leggett 5. Seals 6. Watkins	No fewer than Five members nor more than Six	First Tuesday of each month at 6:15 pm at the Bill Kelley Justice Complex
Budget <i>(At large members and current chairmen)</i> 1. Allen <i>(At Large)</i> 2. German <i>(At Large)</i> 3. Logan <i>(At Large)</i> 4. Seals <i>(At Large)</i> 5. Development Chairman <i>(Wilson)</i> 6. Education Chairman <i>(Lillard)</i> 7. Health/Welfare Chairman <i>(Reeves)</i> 8. Personnel Chairman <i>(Oglesby)</i> 9. Public Safety/Criminal Justice Chairman <i>(Kelley)</i>	Members are the five committee chairman and four other commissioners	First Tuesday of each month at 7:00 pm at the Bill Kelley Justice Complex

Budget Committee – Each committee will be represented on Budget by the current chairman until the committees meet this year and vote on their chairmen.

Two Committee Maximum – Should a Commissioner find himself on more than the maximum of two committees, he must notify the Commission Chairman from which committee he will withdraw.

9.3



SURETY'S BOND NO. 60825662 STATE OF TENNESSEE
COUNTY OF Fayette
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Assessor of Property

KNOW ALL MEN BY THESE PRESENTS:

That Mark A. Ward
of Somerville (City or Town), County of Fayette
Tennessee, as Principal, and WESTERN SURETY COMPANY
as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of
Fifty Thousand and 00/100 Dollars (\$ 50,000.00)
lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives,
successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly _____ elected appointed to the office of Assessor of Property
of and for Fayette County for the 4 year term beginning on the 1st day of
September, 2016 and ending on the 31st day of August, 2020

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Mark A. Ward, Principal, shall:

1. Faithfully perform the duties of the office of Assessor of Property of Fayette County during such person's term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the successor all records and property which have come into such Principal's hands, then the condition shall be null and void; otherwise to remain in full force and effect.

WITNESS my hand and seal this 3rd day of May, 2016



COUNTERSIGNED BY:

NOT NEEDED

Tennessee Resident Agent

PRINCIPAL:

Mark A. Ward

SURETY: WESTERN SURETY COMPANY

by: Paul T. Bruflat

Paul T. Bruflat, Vice President

(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

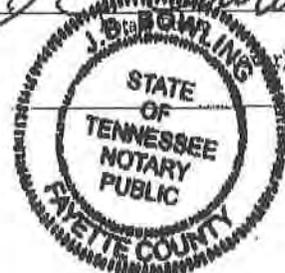
STATE OF TENNESSEE
COUNTY OF Fayette

Before me, a Notary Public, of the State and County aforesaid, personally appeared Mark A. Ward,
to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as
Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act and
deed.

WITNESS my hand and seal this 12th day of August, 2016

My Commission Expires: February 1, 2020

J. C. Bowling



9.4.1



SURETY'S BOND NO. 70467396 STATE OF TENNESSEE
COUNTY OF Shelby
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Public Works Board Member

KNOW ALL MEN BY THESE PRESENTS:

That Andrew S. Avery
of Eads (City or Town), County of Shelby
Tennessee, as Principal, and WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of
Ten thousand and 00/100 Dollars (\$10,000.00)
lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives,
successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly _____ elected X appointed to the office of Public Works Board Member
of and for Fayette County for the 2 year term beginning on the 1st day of
September, 2016 and ending on the 1st day of September, 2018

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Andrew S. Avery, Principal, shall:

1. Faithfully perform the duties of the office of Public Works Board Member of Fayette County during such person's term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

Witness our hands and seals this 11th day of May, 2016

WITNESS — ATTEST

Blenda A. Ward

PRINCIPAL:
Andrew S. Avery

SURETY: WESTERN SURETY COMPANY
by: Paul T. Bruffat
Paul T. Bruffat, Vice President

COUNTERSIGNED BY:
NOT NEEDED
Tennessee Resident Agent

(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF Fayette

Before me, a Notary Public, of the State and County aforesaid, personally appeared Andrew S. Avery
to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as
Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act and
deed.

WITNESS my hand and seal this 17 day of June, 2016
My Commission Expires: June 30th

Blenda A. Ward
Notary Public



(over)

9.4.2



SURETY'S BOND NO. 14619023 STATE OF TENNESSEE
COUNTY OF Fayette
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Public Works Board Member

KNOW ALL MEN BY THESE PRESENTS:

That Hank Franck
of Somerville (City or Town), County of Fayette
Tennessee, as Principal, and WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of
Ten Thousand and 00/100 Dollars (\$ 10,000.00)
lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives,
successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly _____ elected appointed to the office of Public Works Board Member
of and for Fayette County for the 2 year term beginning on the 1st day of
September, 2016 and ending on the 1st day of September, 2018.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Hank Franck, Principal, shall:
1. Faithfully perform the duties of the office of Public Works Board Member of Fayette
County during such person's term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such
Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and
safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or
removal from office, shall turn over to the successor all records and property which have come into such Principal's hands, then
this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 11th day of May, 2016.



WITNESS - ATTEST

Feathers

PRINCIPAL:

Hank Franck

SURETY: WESTERN SURETY COMPANY

by:

Paul T. Bruflat

Paul T. Bruflat, Vice President

COUNTERSIGNED BY:

NOT NEEDED

Tennessee Resident Agent

(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF Fayette

Before me, a Notary Public, of the State and County aforesaid, personally appeared Hank Franck
to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as
Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act and
deed.

WITNESS my hand and seal this 17 day of August, 2016.

My Commission Expires June 26th 2019

Glenda A. Ward



Notary Public

(over)

9.4.3



SURETY'S BOND NO. 24909391 STATE OF TENNESSEE COUNTY OF Fayette OFFICIAL STATUTORY BOND FOR COUNTY PUBLIC OFFICIALS OFFICE OF Public Works Bd Member

KNOW ALL MEN BY THESE PRESENTS:

That Jimmy Jordan of Somerville (City or Town), County of Fayette Tennessee, as Principal, and WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of Ten Thousand and 00/100 Dollars (\$10,000.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly elected X appointed to the office of Public Works Bd Member of and for Fayette County for the 2 year term beginning on the 1st day of September, 2016 and ending on the 1st day of September, 2018

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Jimmy Jordan, Principal, shall:

- 1. Faithfully perform the duties of the office of Public Works Bd Member of Fayette County during such person's term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the successor all records and property which have come into such Principal's hands, then that condition shall be null and void; otherwise to remain in full force and effect.

Witness my hand and seal this 11th day of May, 2016

WESTERN SURETY COMPANY
WITNESS - ATTEST
COUNTERSIGNED BY:

NOT NEEDED
Tennessee Resident Agent

PRINCIPAL: Jimmy Jordan
SURETY: WESTERN SURETY COMPANY
by: Paul T. Brufat, Vice President

(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF Fayette

Before me, a Notary Public, of the State and County aforesaid, personally appeared Jimmy Jordan to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act and deed.

WITNESSED my hand and seal this 17th day of August, 2016

STATE OF TENNESSEE
NOTARY PUBLIC
FAYETTE COUNTY

Glenda A. Ward
Notary Public

(over)

CT-0462

RDA 903

9.4.4



SURETY'S BOND NO. 15175141 STATE OF TENNESSEE COUNTY OF Fayette OFFICIAL STATUTORY BOND FOR COUNTY PUBLIC OFFICIALS OFFICE OF Public Wks Bd Member

KNOW ALL MEN BY THESE PRESENTS:

That Weasley P Parks, Jr of Somerville (City or Town), County of Fayette Tennessee, as Principal, and WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of Ten Thousand and 00/100 Dollars (\$10,000.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly elected X appointed to the office of Public Wks Bd Member of and for Fayette County for the 2 year term beginning on the 1st day of September, 2016 and ending on the 1st day of September, 2018.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Weasley P. Parks, Jr., Principal, shall:

- 1. Faithfully perform the duties of the office of Public Wks Bd Member of Fayette County during such person's term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS my hand and seal this 11th day of May, 2016.



Feathers

PRINCIPAL:

Weasley P. Parks, Jr.

SURETY:

WESTERN SURETY COMPANY

by:

Paul T. Bruflat

Paul T. Bruflat, Vice President

COUNTERSIGNED BY:

NOT NEEDED

Tennessee Resident Agent

(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

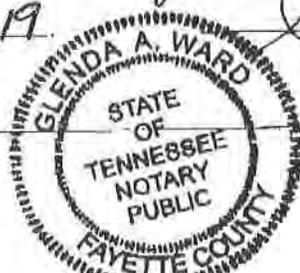
STATE OF TENNESSEE COUNTY OF Fayette

Before me, a Notary Public, of the State and County aforesaid, personally appeared Weasley P. Parks, Jr. to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act and deed.

WITNESS my hand and seal this 17 day of August, 2016. My Commission Expires June 16th, 2019.

Glenda A. Ward Notary Public

(over)



9.4.5



SURETY'S BOND NO. 24165275 STATE OF TENNESSEE COUNTY OF Fayette OFFICIAL STATUTORY BOND FOR COUNTY PUBLIC OFFICIALS OFFICE OF Public Works Board Member

KNOW ALL MEN BY THESE PRESENTS:

That Jerry Russell Wicker of Somerville (City or Town), County of Fayette Tennessee, as Principal, and WESTERN SURETY COMPANY as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of Ten Thousand and 00/100 Dollars (\$10,000.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly elected X appointed to the office of Public Works Board Member of and for Fayette County for the 2 year term beginning on the 1st day of September, 2016 and ending on the 1st day of September, 2018.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Jerry Russell Wicker, Principal, shall: 1. Faithfully perform the duties of the office of Public Works Board Member of Fayette County during such person's term of office or his continuance therein; and, 2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

Witness my hand and seal this 11th day of May, 2016.



Feathers

PRINCIPAL: Jerry Russell Wicker SURETY: WESTERN SURETY COMPANY by: Paul T. Bruflat, Vice President

COUNTERSIGNED BY: NOT NEEDED Tennessee Resident Agent

(Attach evidence of authority to execute bond)

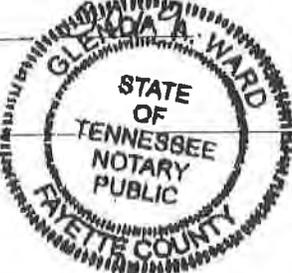
ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE COUNTY OF Fayette

Before me, a Notary Public, of the State and County aforesaid, personally appeared Jerry Russell Wicker to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act and deed.

WITNESS my hand and seal this 17th day of August, 2016. My Commission Expires June 26th

Jerry Russell Wicker Glenda A. Ward Notary Public



(over)

DEVELOPMENT COMMITTEE**August 8, 2016****Minutes**Present

Wilson

Bunker

Walker

Brewer

Logan

1. Grass Ordinance
 - The committee reviewed the current Grass Ordinance.
 - After discussion, motion was made to remove dilapidated or blighted houses from the ordinance, by Bunker, seconded by Logan. Motion passed.
2. Arlington Lagoon Info
 - The CDBG grant that the County was awarded has bids that will be received prior to the County Commission meeting. The engineers will recommend a winner. The recommendation will be placed under "New Business" on the agenda.

Meeting adjourned.

PROVISIONS FOR THE HEALTH AND SAFETY
OF PRIVATELY-OWNED REAL PROPERTY

Section 1 – Enforcement and Review

- (a) Enforcement of these provisions shall be the duty of the Fayette County Building Commissioner and such personnel under his supervision as he may designate.
- (b) Appeal of the Building Commissioner's enforcement actions shall be reviewed by a Hearing Officer, who shall be selected by lot drawn by the appellant from among the members of the Fayette County Board of Zoning Appeals. If there is more than one appeal to be decided at a hearing the Hearing Officer for all the appeals shall be the appeals board member selected by the appellant whose appeal is the first submitted. For sitting as Hearing Officer an appeals board member shall receive the same compensation as for an appeals board meeting.

Section 2 – Property Standards

- (a) Definitions. Except as specifically defined herein all words used in these provisions shall have their customary dictionary definition where not inconsistent with the context of their use. Words used in the present tense shall include the future. The singular number shall include the plural and plural the singular.
 - (1) "Accumulation of debris, trash, litter, or garbage" means a state in which a significant quantity of solid waste products, decomposing matter, or personal property that has been discarded, damaged or which has little or no economic value or practical use is located on the property such that one or more of the following conditions results: the accumulation contributes to the infestation of the property by insects, rodents or other vermin; the accumulation creates an attractive nuisance or other danger to children; the debris, trash, litter or garbage spreads to adjacent properties by natural action of wind or water; the accumulation produces offensive odors that affect reasonable enjoyment of adjacent properties; the accumulation creates a risk to the health and safety of occupants of the property or other residents of the county; or the accumulation noticeably depresses the value of adjacent properties.
 - (2) "Agriculture," as defined in Tennessee Code Annotated Section 1-3-105(2)(A), means one or more of the following: the land, buildings and machinery used in the commercial production of farm products and nursery stock; the activity carried on in connection with the commercial production of farm products and nursery stock; recreational and educational activities on land used for the commercial production of farm products and nursery stock.
 - (3) "Dilapidated building or structure" means a structure that is unfit for human occupation or use due to conditions in or around such structure that are dangerous or injurious to the health or safety of the occupants of such structure, the occupants of neighboring structures or to the health or safety of other residents of the county, assuming ordinary sensibilities of a reasonable person; such conditions may include but are not limited to: defects within the structure increasing the hazard of fire, accidents or other calamities; disrepair; structural defects; and unsanitary conditions.
 - (4) "Owner" means the owner of record of the real property as identified in the records of the register of deeds or assessor of property,
 - (5) "Structure" means a building or construct intended for human occupation or use for residential, commercial, industrial, or storage purposes; the term includes, but is not

limited to, houses, garages, commercial and industrial buildings, shops, storage buildings, and sheds; the term does not include structures built solely for occupation by animals.

(b) Regulations.

- (1) It shall be a violation of this resolution for any owner of property to create, maintain or permit to be maintained on property the accumulation of debris, trash, litter, or garbage so as to endanger the health, safety or welfare of other persons.
- (2) It shall be a violation of this resolution for any owner of property to create, maintain or permit to be maintained on property a vacant dilapidated structure that endangers the health, safety or welfare of other persons.
- (3) Where two (2) occupied structures are located within 500 feet of one another, it shall be a violation of this resolution for any owner of property within 500 feet of either structure to permit grass to grow to an excessive height within 500 feet of either structure; grass not at least twelve (12) inches high shall not be considered to be of "excessive height."

Section 3 - Owner Responsibilities

It is the obligation of any owner of property to maintain such property so as not to endanger the health, safety or welfare of others and to comply with the terms of these regulations. If a tract does not comply with the above-stated regulations, the property owner is responsible and liable regardless whether such condition was caused by a tenant, leaseholder or other person.

Section 4 – Identification and Priority of Violations

- (a) Whenever the Building Commissioner can observe a violation from a county road, or whenever a petition is filed with the Building Commissioner by owners or tenants of at least three (3) occupied structures lying within 500 feet of the boundary of the property in question alleging that a violation of any of these regulations exist and the Building Commissioner has confirmed such violation, the Building Commissioner may undertake enforcement action.
- (b) In his enforcement of these regulations the building commissioner shall prioritize by the following criteria: 1 – hazards and dangerous nuisances on abandoned property, such as uncovered swimming pools and appliances without doors removed; 2 – repeat offenders; 3 – occurrences in violation of these regulations in subdivisions of at least five (5) lots that do not have covenants prohibiting the occurrence; 4 – occurrences in violation of these regulations in subdivisions of at least five (5) lots that do have covenants prohibiting the occurrence; 5 – none of the above.

Section 5 – Notice of Violation

- (a) The Building Commissioner shall provide notice of violation of these regulations by personal service upon the owner(s) or by United States Certified Mail, Return Receipt Requested, addressed to the last known address of the owner(s) of record. The notice of violation shall be written in plain language and shall include, but not be limited to, the following elements:
 - (1) A summary of the requirements of these regulations and a brief statement of the violation including the date the violation was noted;
 - (2) A statement of Tennessee Code Annotated Section 5-1-115 and an explanation of the consequences and penalty of failing to remedy the violation;
 - (3) A statement of the person, office, address, and telephone number of the authority giving

- notice;
- (4) A statement of deadline and the actions necessary to permanently remedy the violation together with a cost estimate for the work, which shall be in conformity with the standards of cost in the community; and
 - (5) A statement of where the property owner(s) may return a copy of the notice of violation indicating the desire for a hearing.
- (b) If the whereabouts of the owner(s) is unknown and cannot be determined by the Building Commissioner in the exercise of due diligence or if for any reason notice by Certified Mail, Return Receipt Requested, cannot be obtained, the Building Commissioner, after making affidavit to that effect, may then serve constructive notice of violation upon the owner(s) by an appropriate publication for two (2) weeks in one (1) newspaper of local circulation. A copy of the first published notice of violation promptly shall be posted in a conspicuous place on the subject property and photographed. The affidavit promptly then shall be filed for record in the county register's office, exhibiting both the personal service notice of violation and the photographed constructive notice, along with either the Building Commissioner's written declaration that personal service was unsuccessful or a copy of the return envelope, and such filing shall have the same force and effect as other lis pendens notices provided by law. If compliance does not occur within five (5) days after the recordation, then the second constructive notice of violation shall be published and, after ten (10) days of continued noncompliance, the Building Commissioner shall act in accordance with Section 7(a) to remedy the condition.

Section 6 – Compliance and Appeals

- (a) Upon receipt of the notice of violation, the property owner within ten (10) days shall either remedy the violation or request a hearing before the authority established in Section 1 of these regulations, provided that if the owner is a carrier engaged in the transportation of property or is a utility transmitting communications, electricity, steam, liquids, sewerage, gas, or other materials the owner shall have twenty (20) days to remedy the violation, excluding Saturdays, Sundays and legal holidays.
- (b) If the property owner timely requests a hearing as provided herein, the Hearing Officer shall, within a reasonable time, hold a hearing on the issue of the appropriateness and/or cost of the measures required to remedy the condition. The time period specified herein to remedy a violation shall be stayed pending review by the Hearing Officer. Failure to timely request a hearing shall, without exception, constitute a waiver of the right to a hearing.

The hearing shall be conducted as an initial hearing with the burden of proof being with the Building Commissioner, who must demonstrate that the violation exists by a preponderance of the evidence. At the conclusion of the hearing, the Hearing Officer may: 1) dismiss the notice of violation and such notice shall become ineffective; 2) affirm the notice of violation; 3) modify the notice of violation; or 4) grant a continuance at the request of either party if the Hearing Officer considers the continuance appropriate.

- (c) Concurrent with the request for a hearing the property owner shall pay a fee of two hundred dollars (\$200.00) to offset the cost of the hearing, provided this fee shall be fully refunded if the Hearing Officer's decision is to dismiss the violation.
- (d) Any person aggrieved by an act of the Hearing Officer under these regulations may seek judicial review under Tennessee Code Annotated, Title 27, Chapter 8, Part 1.

Section 7 – Remedies and Penalties

- (a) If the owner does not request a hearing within ten (10) days after receiving the notice of violation, the Building Commissioner whenever necessary to remedy the condition thereafter may cause such property to be repaired, altered or improved or be vacated and closed, removed or demolished without further notice. The Building Commissioner may contract with a private entity to perform the work or request such work be performed by a department or agency of the county. In contracting for such services from a private entity, the Building Commissioner shall comply with all applicable purchasing procedures of the county. All costs of such action, whether in administration of this Resolution or actual performance of the work, shall be in conformity with reasonable standards; and upon performance of the work, all costs of administration and actual performance shall, upon the filing of a notice with the office of the register of deeds, be a lien in favor of the county against the real property on which such cost was incurred, second only to liens of the state and county for taxes, any lien of the county for special assessments, and any valid lien, right or interest in such property duly recorded or duly perfected by filing prior to the filing of such notice. The notice of lien shall identify the owner(s) of record of the real property, contain the property address, describe the property sufficiently to identify it, and recite the amount of the obligation secured by the lien, which amount shall be collected by the county trustee at the same time and in the same manner as property taxes are collected. A copy of the recorded notice of lien shall be mailed to the last known address of the owner(s) of record.
- (b) In the instance of a repeat offense where a lien once has been filed against a particular parcel and owner and subsequently paid, it shall not thereafter be necessary to accomplish the constructive notice procedures of Section 5(b) above (i.e., newspaper publication and on-site posting) should it not be possible to document receipt of notice by certified mail. Instead, the Building Commissioner need only make affidavit of the unsuccessful effort to serve notice by Certified Mail, Return Receipt Requested, and file such affidavit in the county register's office with the same force and effect as other lis pendens notices provided by law.
- (c) Pursuant to Tennessee Code Annotated Section 5-1-121 any owner of property found to be in violation of these regulations shall be subject to a monetary penalty of \$200.00 for a first offense and \$500.00 dollars for each subsequent offense on the same property. In addition, the prosecuting authority may seek reimbursement of all documented enforcement costs, including, but not limited to, attorney's fees, mailings, travel, and \$25.00/hour staff time.
- (d) Pursuant to Tennessee Code Annotated Section 5-1-123 such penalty may be enforced by the General Sessions Court of Fayette County. Action to impose such penalties through the General Sessions Court may be prosecuted by the Building Commissioner or by the County Attorney or by the Chairman of the County Legislative Body.

Section 8 – Exceptions

- (a) The provisions of Section 7(a) above permitting Fayette County to remedy a violation of these regulations and place a lien for the costs thereof on the subject property shall not apply to any parcel upon which an owner-occupied residence is located. Enforcement of these regulations in the case of owner-occupied property shall be accomplished solely by civil penalty imposed in General Sessions Court.
- (b) The county shall remove motor vehicles only in accordance with the provisions of

Tennessee Code Annotated 55-16-101 and in accordance with the limitations of Tennessee Code Annotated 55-5-122.

- (c) These regulations shall not apply to any business operated pursuant to the Tennessee Solid Waste Disposal Act, Tennessee Code Annotated Section 68-211-101.
- (d) These regulations shall not apply to any agricultural building or agricultural enterprise.

Section 9 – Rules and Record Keeping

- (a) In addition to these regulations, the Building Commissioner may promulgate additional rules and procedures necessary for the administration of these regulations subject to approval by the County Legislative Body.
- (b) The Hearing Officer shall make a written record of his deliberations and decisions under Section 6(b) above and the Building Commissioner shall maintain it as a public record. The Building Commissioner also shall keep a public record of the following:
 - (1) all petitions filed with his office;
 - (2) the mileage driven in performing investigations;
 - (3) the address of any property cited for violation of these regulations;
 - (4) a copy of all notices to property owners cited for violation of these regulations and the expenses associated therewith;
 - (5) all requests for hearing received;
 - (6) all waivers of hearing and agreements to remedy violations;
 - (7) copies of all requests for judicial review and final decision of the judicial review.

Section 10 – Effective Date

This Resolution shall become effective the day following its adoption, the public welfare requiring it.

Section 11 – Severability and Conflict with Other Resolutions

- (a) If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to that end, the provisions of this Resolution are declared to be severable.
- (b) All resolutions of the Board of County Commissioners of Fayette County, Tennessee, which conflict with this Resolution, if any, are hereby repealed.

HEALTH & WELFARE COMMITTEE**Minutes****August 8, 2016****Present**

Dacus

Farley

Reeves

Leggett

Goodroe

German

1) Ambulance Reports

- The committee reviewed the Run and Collections reports
- After discussion with Ambulance Director Sam McKnight, the committee passed a motion that all bills that the billing company has released and which have been inactive for 60 or more days will be sent to collections. Motion by Farley, seconded by Leggett.

2) Ambulance Personnel Pay Scale

- Sam McKnight told the committee that he was having problems with hiring new employees because of the pay scale.
- After discussion, Mayor Taylor will see that the pay rates are in surrounding ambulance services.

Meeting adjourned.

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE

10.3.5.1

Minutes

August 9, 2016

Present

Kelley Brewer Goodroe Leggett Watkins

1. Firehouse Software
 - Fayette County Fire Department presented a proposal to commit to a five year agreement for their records software. This will save money over the current year-to-year agreement they currently have. Also this software will allow them to enter in the information from different locations, since it is cloud based.
 - Motion by Leggett, seconded by Goodroe, to recommend the five-year agreement. Motion passed.
2. Sheriff's Auction
 - Sheriff Riles is asking to hold an auction for surplus and confiscated vehicles, and surplus equipment. Also Mayor Taylor told the committee that several departments had old computer and office equipment that needed to go to auction. Also the old gazebo needs to be placed in the auction
 - After discussion, motion by Leggett, seconded by Goodroe, to allow the auction on September 23rd. Motion passed.
3. Sheriff's Report
 - Sheriff Riles reviewed with the committee activities from the previous month.

Meeting Adjourned.

BUDGET COMMITTEE

10.3.6.1

Minutes

August 9, 2016

Present

German
Seals

Wilson
Logan

Reeves

Allen

Kelley

Logan

1. Budget Amendment – Fund 101 – Insurance Recovery
 - Received funds in last year’s budget and need to allocate those funds in this year’s budget.
 - Motion by Wilson, seconded by Oglesby, to recommend approval. Motion passed.
2. Budget Amendment – Circuit Court Drug Court Contract Cleanup
 - Judge McCraw is asking that funds be moved around so that he can contract with “The Grove” in Jackson to run his Drug Court program.
 - After discussion, motion by Wilson, seconded by Oglesby, to recommend approval. Motion passed.
3. Firehouse Software
 - Fayette County Fire Department presented a proposal to commit to a five year agreement for their records software. This will save money over the current year-to-year agreement they currently have. Also this software will allow them to enter in the information from different locations, since it is cloud based.
 - Motion by Kelley, seconded by Reeves, to recommend the five-year agreement. Motion passed.
4. Sheriff’s Auction
 - Sheriff Riles is asking to hold an auction for surplus and confiscated vehicles, and surplus equipment. Also Mayor Taylor told the committee that several departments had old computer and office equipment that needed to go to auction. Also the old gazebo needs to be placed in the auction
 - After discussion, motion by Kelley, seconded by Oglesby, to allow the auction on September 23rd. Motion passed.
5. Arlington Lagoon Info
 - The CDBG grant that the County was awarded has bids that will be received prior to the County Commission meeting. The engineers will recommend a winner. The recommendation will be placed under “New Business” on the agenda.

Meeting Adjournment

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 23rd day of August, 2016, 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 be amended in the following words and figures, to wit:

COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 16/17 August, 2016

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<u>54310 Fire Prevention and Control</u>		
599 Other Supplies & Materials		\$ 4,155.66
Subtotal-54310		\$ 4,155.66
<u>54900 Other Public Safety (Sheriff's Shop)</u>		
338 Maintenance & Repairs - Vehicles		\$ 12,347.64
Subtotal-54900		\$ 12,347.64
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 16,503.30
Prior Estimated Expenditures		\$ 16,839,047.00
Total Estimated Expenditures this Amendment		\$ 16,855,550.30
Projected Fund Balance before Amendment		\$ 4,279,917.00
Change in Fund Balance this Amendment		(\$ 16,503.30)
Estimated Ending Fund Balance as of June 30, 2017		\$ 4,263,413.70

10.6
10.3.6.3

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 23rd day of August, 2016, 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 be amended in the following words and figures, to wit:

**COUNTY GENERAL FUND
BUDGET AMENDMENT
F/Y 16/17
August, 2016**

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
34520 Restricted for Admin of Justice	\$ 3,136.00	
Subtotal-34520	\$ 3,136.00	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	\$ 3,136.00	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
55170 Alcohol & Drug Treatment Programs		
312 Contracts w/ Private Agencies		\$ 12,000.00
355 Travel	\$ 2,216.00	
413 Drugs & Medical Supplies	2,216.00	
432 Library Books/Media	2,216.00	
599 Other Supplies & Materials	<u>2,216.00</u>	
Subtotal-55170	\$ 8,864.00	\$ 12,000.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ 8,864.00	\$ 12,000.00
Prior Estimated Expenditures		\$ 16,839,047.00
Total Estimated Expenditures this Amendment		\$ 16,842,183.00
Projected Fund Balance before Amendment		\$ 4,279,917.00
Change in Fund Balance this Amendment		\$ 0.00
Estimated Ending Fund Balance as of June 30, 2017		\$ 4,279,917.00

10.3.6.4

Xerox Government Systems, LLC
 2900 100th St Suite 309
 Urbandale, Iowa 50322
 Phone: 888-866-9119
 Fax: (515) 493-4374
 E-Mail: roger@firehousesoftware.com



Estimate 68804

CUSTOMER NO. 332253

FH CLOUD 5 YEAR COST

BILL TO:
Fayette County Fire Dept(TN) VSL
 David Swalm PO Box 1090
 Somerville, TN 38068

SHIP TO:
Fayette County Fire Dept
 David Swalm
 PO Box 1090315 E. Market St
 Somerville, TN 38068
 Phone: 901-466-7130 Fax: 901-466-7131

REP P.O. NUMBER TERMS QUOTE DATE EXPIRATION DATE SHIP VIA

Roger DeDoncker Net 15 6/29/2016 7/29/2016

Part Number	Description	Qty	Each	Amount	
300002	FH Cloud Set-up Fee	1	\$750.00	\$750.00	
300002	FH Cloud Upgrade (annual fee) Annual fee based on a 5 year contract. Includes following licenses and modules: 3 concurrent licenses w/ NFIRS, EMS, Personnel/Training, Apparatus/Equipment/Inventory, Occupancy/Inspections, Hydrants and Accounts Receivables. The \$750 is a one time fee.	1	\$2,530.00	\$2,530.00	
SubTotal	*PRICING SUBJECT TO CHANGE Excludes pricing for Inspector, Medic, Mobile Response. Additional fees may apply if CAD Monitor requires a VPN. CAD Monitor requires files from CAD Vendor. Please contact your CAD Vendor for more information.			\$3,280.00	
				Sales Tax (0%) :	\$0.00
				Quotation Total:	\$3,280.00

Quotation Acceptance:

Signature :

Print Name:

Contract Term	Cost/Year with		Total Cost		Total Savings
	set-up fee	Cost/Year	over 3yrs	over 5yrs	
1 year contract	\$ 4,380.00	\$ 3,380.00	\$ 11,140.00	\$ 17,900.00	
3 year contract	\$ 3,720.00	\$ 2,870.00	\$ 9,460.00		\$ 1,680.00
5 year contract	\$ 3,280.00	\$ 2,530.00		\$ 13,400.00	\$ 4,500.00

10.3.6.5

Tentative Date 23rd of September

Tentative list from the County Mayor's office

Old telephone system – Desk Phones x8

Workstation Computers x5

Server Computer

Flat screen monitor x4

CRT monitor

Assorted computer peripherals (keyboards, mice, cords, etc.)

Old Gazebo from Courthouse

Tentative list for Sheriff

Sheriff's vehicles x7-15

Old Litter Control Truck

Miscellaneous Computers

Stove & Other items from Old Jail

Drug Seizure Vehicles x5

10.4.1.1

	<p>Fayette County, TN Recommendations</p> <p>Presented by: Randall W. Hanifen, Ph.D. Kramer & Associates</p>

	<p>MODULE 1</p>

	<p>Preface of the Study</p> <ul style="list-style-type: none"> ■ Impetus for the study originated when Methodist Hospital announced that it was closing its branch Hospital in Fayette County, both for in-patient and outpatient services. ■ Options limited to Urgent cares (outside of the county) and In-store clinics available at pharmacy and supermarkets listed in Table 1.1 and 1.2

	Primary Finding
	<ul style="list-style-type: none">Overall, the effects of the closing are not dire and no loss of life or serious patient degradation was found because of the closing.

	Legal Obligation
	<ul style="list-style-type: none">Review of county obligations to the community because of the closing<ul style="list-style-type: none">No legal obligation from Fayette County

	Best Practices
	<ul style="list-style-type: none">"Best practices" for the ambulance service to facilitate such facets as quicker turnaround times without compromising patient care<ul style="list-style-type: none">Based on Table 1.3 and Figure 1.2 and 1.3, extended scene times are the cause of the lengthening scene time withholding the 11.5 minutes mean difference in transport times throughout the county.Management practices to reduce times include<ul style="list-style-type: none">Tracking and examination of the various time segments of the callsDecentralize EMS supply restockingTable 1.4 explains the differences between call time segment goals and actual data from 2014 and 2015

	<p>Preparing for Affordable Care Act</p> <ul style="list-style-type: none"> ■ Many unknowns and variables until interim or final rules issued for Affordable Care Act-Must watch as these are released ■ Best practices through planning. Planning in a vacuum does not consider the needs of the community, its citizens, the members of the department, and the department itself. ■ Need cross-departmental collaboration to solve many of the issues ■ Utilization of a planning document, such as Figure 1.4 will increase accountability
--	---

	<p>Initiatives for a new emergency facility in western Fayette County</p> <ul style="list-style-type: none"> ■ The consultants make the recommendation of locating the facility in 1 of 2 locations, which are <ul style="list-style-type: none"> - Route 64, as close to Route 385 as possible - Route 196 at Interstate 40, if economic development proves to allow the addition of an interchange
--	---

	<p>Right-Sizing the EMS Department</p> <ul style="list-style-type: none"> ■ Director McKnight worked with the consultant to provide data for recent years, showing demand by unit, which is shown in Table 1.6. <ul style="list-style-type: none"> - However, this data, which was extracted from the patient care reporting system, was highly inaccurate. - The consultants recommend renaming them Medic 1, Medic 4, Medic 6, and Medic 10; based on the district station they are located. This number would not change regardless of ambulance parked in the station. ■ The addition of a fourth 24-hour transporting ambulance within the County EMS system has offset in large measure the closing of the branch hospital.
--	---

Right-Sizing the EMS Department

- Staffing levels and organizational structures vary widely among fire and EMS departments even in similar sized communities. Ideally, they represent a balance between community safety and fiscal responsibility.
 - No additional stations seem affordable at this time, and some guidance is given regarding reductions in service if economic conditions worsen.
- Approximately \$1,386,643 of the \$ 1,882, 733 Ambulance Service Budget or about 73.7% is used for payroll related expenses.
 - Hence any major increase or decrease in funding means more or fewer personnel available and this has a direct impact on availability of units in the field.

Right-Sizing the EMS Department

- Currently EMS Revenues from transport billings cover 62% of the budget. The county subsidizes the remaining 38%.
 - The financial picture is favorable overall when looking at operating expenses and revenues
- For now, fire department co-locations seem to preclude the need for constructing any new separate EMS facilities.
 - In the future, a new combined fire /EMS facility in Somerville would be a nice addition to the county.

9-1-1 Dispatch Operations

- The addition of the AVL thought the new digital radio upgrade would further enhance and allow verification of EMS unit movement and availability.
- Utilization of Emergency Medical Dispatching or EMD provides another enhancement to the overall emergency medical system.

	MODULE 2

	Demographics
	<ul style="list-style-type: none">■ The demographics of Fayette County will present an increase in call volume, but only marginally, as the population is not at an age where their health will demand utilization of emergency medical services frequently, and their increased education level.■ While there is currently only one urgent care center within Fayette County, the population growth towards the east from Memphis indicates that it will have increased medical services in the near future, as medical providers will want to follow the population shift.

	Demographics
	<ul style="list-style-type: none">■ From an EMS delivery perspective, assisted living and nursing homes can add a significant demand to EMS responses, especially if EMS administrators are not actively educating and auditing responses to ensure they are true emergencies and not a substitute for a private ambulance transport.

Response-Engines, Medics, Helicopters

- In reviewing the location and number of ambulances, the consultants felt they are in the best locations possible currently based on population and call demand within the given fire districts.
- Increasing efficiency and coordination with rotary wing services can occur using preplanned landing zones and training with the rotary wing services.
- At all times engines or fire response fire vehicles are used for Fayette County's response to medical emergencies, causing well-intentioned citizens to question whether this is a waste of resources. It is actually a cost savings measure.

Ambulance Volume and Placement

- Although call demand has increased and the ambulance transports now go to neighboring counties, an analysis of the demand by time of day indicates that adding a peak time ambulance from 12PM to 12AM will prevent the majority of times that an ambulance is not available for another call.
- When providing ambulance locations, we must think about 2 key concepts.
 - Providing ambulances where most of the call volume exists, which aligns with population density (Factor=Density)
 - Providing a response time that serves all county residents equally (Factor=Distance)
 - Table 2.4 lists the future ambulance locations in order of addition.

Ambulance Maintenance and Purchase

- Fayette County has kept up with replacement and maintenance of the current ambulance fleet.
- Based on increased call volume, it will become more important to ensure timely purchases of ambulances and the creation of a capital fund to ensure scheduled upgrades.
- As ambulances are added, methodical increases in fleet mentioned within should be adhered to prevent an ebb and flow purchasing style that can cost the county significantly in future years.

Ambulance Conditions and Safety Equipment

- The ambulances appeared in good cleanliness and the consultants observed a lengthy daily check sheet to ensure they remain serviceable.
- The addition of patient and attendant safety features are recommended as purchases of ambulances are made.

EMS Department Revenue Options

- It is **not recommended** that Fayette County enter into the private EMS service, as the resources needed outweigh the revenue, as noted by many private ambulance bankruptcies in the recent past.
- It is **recommended** that EMS administrators and county officials remain vigilant in ambulance billing revenue changes related to the Affordable Care Act, as currently only predictions on the true effects are available.

Merging Fire and EMS
MODULE 3

Pros and Cons

- The consultants have witnessed mergers and been involved in separations and in both cases there are advantages and disadvantages.
- Looking only at overall service to the community, mergers make sense and economies of scale are realized.
- A merger in Fayette County would be a bit different in that it would be two separate functions, Fire and EMS, rather than two similar organizations.
- In general, mergers serve the community well and result in a stronger organization than separate predecessors.

Operations

- Tremendous energy and enthusiasm in the existing 15 fire districts
- Found operating differences between them that would make a merger of the Fire and EMS function difficult.
- Too many different sizes and types of fire departments, some staffed and some volunteer, so that a merger would not be a homogenous endeavor.

Standards and Comparisons

- National Fire Protection Association (NFPA) Standard 1720
- ISO (Insurance Services Office)

Funding and Budgets

- Taxation and budgets in the departments are equal for all county fire department.
 - Cities within the county have different tax rates than the county
- It is recommended that the taxation rates be evened throughout the County.
- Both the capital and operating budgets in most of the departments are limited.
- In light of the fact that paid personnel usually consume a "lion's share" of a fire department budget, this is a real tribute to the value of a volunteer service.

Staffing

- The time-honored tradition of the volunteer fire service in Fayette County is threatened, as volunteers are becoming increasingly difficult to recruit and retain.
- Routine or mundane calls at times go unanswered by the closest of the Fayette County Fire Departments and have to be covered by the other.
- In many parts of Tennessee and throughout the United States, pure volunteer fire departments are disappearing.

Run Data

- Overall, it will be shown that there is usual availability in the volunteer agencies for initial response 24 hours a day, with greater depth in the evening and weekend hours when volunteers are more plentiful.
- Quicker response occurs where there is paid staff is on-duty.
- In the more remote areas of Fayette County, some of the response times, even with on-duty crews are lengthier than standards would prefer, but this is common everywhere as communities must balance safety with affordability.

	Public Perceptions
	<ul style="list-style-type: none">■ The primary beneficiaries of a merger would be the citizens in a larger district.■ Consultants found in their travels that the residents and business owners were positive and upbeat about their protection but many were rather indifferent and weren't sure of the location or type of organization providing their fire and EMS protection.■ Any new merger or cooperative venture should clearly be advertised and broadcast as a move taken for the greater good of the community.

	Training
	<ul style="list-style-type: none">■ Suggestions for training improvements include information both for basic firefighting operations, and leadership for officers.■ The report advocates low-cost high-quality programs such as National Fire Academy courses, and means by which local training can be more relevant and exciting.

	Fire Apparatus and Equipment
	<ul style="list-style-type: none">■ The complement of fire apparatus now serving Fayette County was analyzed and found to be satisfactory■ Impetus is given to the adapting of new technology in apparatus and to the removal of obsolete apparatus from fleet■ The recommended size of the fleet can be less in a combined department, even as the ISO rating is improved or maintained throughout the combined district.

Alternate Service Delivery Models

- Models presented will cover various possibilities:
 1. Status quo with Fayette County continuing to provide transport EMS and Paramedic service
 2. County-fire-based EMS transport for emergencies throughout County with private ambulances retaining non-emergency transports (e.g. Interfaculty)
 3. City or County based EMS system, performing transports for City and County; including private and non-emergency transports

Recommendation

- The consultants recommend model #2 for three primary reasons. Those are:
 1. Economy of Scale
 2. Depth of forces
 3. Best coordination of resources during an emergency

Facility Improvements

- We note that the Fayette County EMS operates four ambulances from fixed facilities, all of which are a bit outdated.
 - It is recommended that EMS units be placed in Fire Department facilities and where necessary, these facilities can be expanded to accommodate additional units.
 - These will facilitate the eventual cross-staffing of fire and medic units and in the interim will allow some good will and team building to occur between the fire and EMS units while they remain separate entities.
 - In departments with paid personnel, when the cost of a station is plotted next to the cost of the personnel who will staff that station over its lifetime, the investment of the building becomes relatively insignificant.

Vehicle and Equipment Improvements

- One third of the successful ambulance operation involves the vehicles and equipment. While fiscal responsibility is prudent, proper specification of vehicles, equipment, and safety features can actually reduce the overall cost.
 - Items such as powered cots and stair chairs provides assistance in lifting the weight of patients, thus reducing back and other bodily injury that occurs due to the inability to lift in ergonomically correct positions in a large portion of instances.
- The ambulance units do not have attendant restraints and equipment in the patient compartment is left unsecured or has makeshift securing devices.
 - Figure 4.1 explains statistics related to this issue and Photo 4.1 and 4.2 show suggested improvements.

Information Technology Improvements

- As the Consultants reviewed the Patient Care Reporting System, many improvements will increase the efficiency and validity of the data. These improvements include:
 - Create a Committee that includes 911/Dispatch, EMS, Fire, and Police to develop technology improvements that will meet the needs of all organizations simultaneously
 - Linking Dispatch Center to the Patient Care Reporting System
 - Linking Medical Devices such as Cardiac Monitors to the Patient Care Reporting System
 - Installing a Fax/Email Server to the Patient Care Reporting System to send reports to area hospitals
 - Monthly benchmarking and data analysis by EMS leadership

Revenue and Community Paramedicine

- One primary method of creating additional revenue that is used by most communities in America is EMS insurance billing, which Fayette County currently utilizes.
 - As the reimbursement changes over the next few years, it is imperative that the County meets with the EMS billing company at least annually to review changes and ensure they align with financial projections.
- There is a new wave of interest now, however, in a concept called "Community Paramedicine" which is involved more with eliminating emergencies and ambulance transports through in-home care.
 - It is expected that there will be revenues available for the provision of this type of service and hence many fire departments are getting involved, hoping to beat other agencies to the draw

	Questions

14.1

N0005001

7493672160804



TENNESSEE DEPARTMENT OF REVENUE

COUNTY EXECITVE/MAYOR
FAYETTE COUNTY
PO BOX 218
SOMERVILLE TN 38068-0218

August 7, 2016

Month of: JULY
Tot. Collections: \$641,735.84
Cost of Admin: \$7,219.52
Net Collections: \$634,516.32

The Department of Revenue has collected and allocated the above total during the month indicated from Local Option Sales Tax as follows:

COUNTY/CITY NAME	TOTAL COLLECTIONS	LESS ADMIN. COSTS	NET COLLECTIONS
FAYETTE COUNTY	\$80,792.44	\$908.91	\$79,883.53
SOMERVILLE	\$93,249.68	\$1,049.06	\$92,200.62
LAGRANGE	\$308.08	\$3.47	\$304.61
MOSCOW	\$11,475.63	\$129.10	\$11,346.53
OAKLAND	\$250,767.90	\$2,821.14	\$247,946.76
ROSSVILLE	\$15,504.39	\$174.42	\$15,329.97
GALLAWAY	\$47,121.27	\$530.11	\$46,591.16
BRADEN	\$2,654.05	\$29.86	\$2,624.19
WILLISTON	\$1,553.21	\$17.47	\$1,535.74
PIPERTON	\$137,477.29	\$1,546.62	\$135,930.67
GRAND JUNCTION	\$831.90	\$9.36	\$822.54

Note that we have deducted 1.125% state cost of administration leaving the net collections. The Department of Finance and Administration has been notified to issue a payment to the Trustee of your county in the amount of the net collections.

Please be aware that normal Local Option Sales Tax collections may fluctuate. This could be due to additional collections on assessments or reductions as a result of taxpayer refunds or returned checks. Should your collection amount increase significantly, it might be the result of an audit assessment.

For additional information regarding the allocation you may call the Division of Fiscal Services at (615) 532-8944 between 8:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted.

14.2

Sales Tax

Average 2016-17 Monthly School Collections Target is \$ 261,953.00

Revenue by Month
(Net Collections)

	Fayette County			Piperton	School's Collection Total		Year-To-Date	School Avg		Estimated Tax Collections
	County Total	Collections	Net		Monthly	School Amount		Monthly Collections	Monthly Collections	
July	\$ 634,516	\$ 79,884	\$ 39,942	\$ 135,931	\$ 304,901	v	\$ 304,901	\$ 261,953		
August						v		\$ 523,906		
September						v		\$ 785,859		
October						v		\$ 1,047,812		
November						v		\$ 1,309,765		
December						v		\$ 1,571,718		
2017 January						v		\$ 1,833,671		
February						v		\$ 2,095,624		
March						v		\$ 2,357,577		
April						v		\$ 2,619,530		
May						v		\$ 2,881,483		
June					\$ 304,901			\$ 3,143,436		

Collected Sales Tax to Public Works	\$ 39,942
Current Avg Monthly	\$ 39,942
Public Works Estimated Monthly	\$ 32,500
Projected Ending	\$ 479,301
Public Works Sales Tax Budget:	\$ 390,000
Annual Projected Over/(Under) Budget:	\$ 89,301

Sales Tax Budget 2016-17:	\$ 3,117,909
YTD Sales Tax Over/Under	\$ 61,777

14.2



STATE OF TENNESSEE
DEPARTMENT OF REVENUE
ANDREW JACKSON STATE OFFICE BUILDING
NASHVILLE, TENNESSEE 37242

BILL HASLAM
Governor

RICHARD H. ROBERTS
Commissioner

AUGUST 08, 2016

FAYETTE COUNTY EXECUTIVE
PO BOX 340
SOMERVILLE, TN 38068

THE DEPARTMENT OF REVENUE HAS ALLOCATED THE FOLLOWING TOTALS FROM STATE SALES TAX ON INTERSTATE TELECOMMUNICATIONS SERVICES DURING THE MONTH OF JULY, 2016. THIS ALLOCATION IS BASED ON TENNESSEE CODE ANNOTATED SECTION 67-6-221 WHICH WAS EFFECTIVE JANUARY 1, 2000. TENNESSEE CODE ANNOTATED 67-6-712 (LOCAL OPTION SALES TAX) IS REFERENCED FOR FURTHER COUNTY DISTRIBUTION.

FAYETTE COUNTY EDUCATION	214.78
SOMERVILLE EDUCATION	27.08
LAGRANGE EDUCATION	1.16
MOSCOW EDUCATION	4.87
OAKLAND EDUCATION	57.97
ROSSVILLE EDUCATION	5.81
GALLAWAY EDUCATION	5.95
BRADEN EDUCATION	2.47
WILLISTON EDUCATION	3.46
PIPERTON EDUCATION	12.65
GRAND JUNCTION EDUCATION	.04
TOTAL ALLOCATION FOR FAYETTE COUNTY EDUCATION	\$336.24
FAYETTE COUNTY GENERAL PURPOSE	214.78
GRAND TOTAL ALLOCATION	\$551.02

THE DEPARTMENT OF FINANCE AND ADMINISTRATION HAS BEEN NOTIFIED TO ISSUE A PAYMENT TO THE TRUSTEE OF YOUR COUNTY FOR THE GRAND TOTAL ALLOCATION. PAYMENTS DO NOT NEED TO BE FORWARDED TO THE MUNICIPALITIES BECAUSE THEIR SHARE IS BEING REMITTED DIRECTLY. THE TOTAL EDUCATION ALLOCATION LISTED ABOVE SHOULD BE DISTRIBUTED IN THE SAME MANNER AS THE COUNTY PROPERTY TAX FOR SCHOOL PURPOSES. THE COUNTY GENERAL PURPOSE FUND IS EARMARKED FOR GENERAL FUND PURPOSES.

FOR ADDITIONAL INFORMATION REGARDING THIS ALLOCATION, YOU MAY CALL THE DIVISION OF FISCAL SERVICES AT (615) 741-1028 BETWEEN 8:00 A.M. AND 4:30 P.M. MONDAY THROUGH FRIDAY, HOLIDAYS EXCEPTED.

C: COUNTY TRUSTEE
COUNTY DIRECTOR OF FINANCE

BUILDING PERMIT REPORT							
Data For: JULY 2016		Permits Issued:37			Fees Collected:8040		
TOTAL BY CIVIL DISTRICT AND PURPOSE							
CD #	HOUSES	MOBILE	BUSINESS	INDUSTRY	ADDITIONS	OTHER	CD# TOTAL
#01						1	1
#02							0
#03							0
#04						2	2
#05							0
#06	1					2	3
#07	2					8	10
#08	1					4	5
#09							0
#10	2						2
#11	1	1				2	4
#12	3					1	4
#13							0
#14	1					2	3
#15	2	1					3
TOTAL	13	2	0	0	0	22	37

MONTHLY REVENUE REPORT		PREVIOUS FISCAL YEAR	
BUILDING PERMITS	\$7,175	BUILDING PERMITS	\$6,779
ROAD CONS. REVIEW FEES	\$0	ROAD CONS. REVIEW FEES	\$0
BEER PERMITS	\$250	BEER PERMITS	\$0
APPEALS BOARD FEES	\$300	APPEALS BOARD FEES	\$0
REZONING FEES	\$0	REZONING FEES	\$0
SUBDIVISION REVIEW FEES	\$165	SUBDIVISION FEES	\$0
REINSPECTION FEES	\$150	REINSPECTION FEES	\$250
ORDINANCE COPY FEES	\$0	ORDINANCE COPY FEES	\$0
GIS MAP & DATA FEES	\$0	GIS MAP & DATA FEES	\$60
MONTHLY TOTAL	\$8,040	MONTHLY TOTAL	\$7,089
BEGINNING BALANCE	\$0	BEGINNING BALANCE	\$0
MONTHLY TOTAL	\$8,040	MONTHLY TOTAL	\$7,089
YEAR TO DATE	\$8,040	YEAR TO DATE	\$7,089

ADEQUATE FACILITIES TAX BY FISCAL YEAR

14.5

DATE	BRADEN	FAYETTE	GALLAWAY	GRAND JUN	LAGRANGE	MOSCOW	OAKLAND	PIPERTON	ROSSVILLE	SOMERVILLE	WILLISTON	TOTAL
Jul-15		\$28,326					\$10,784	\$320	\$1,548			\$40,978
Aug-15	\$2,981	\$13,077					\$18,612	\$7,655	\$6,978			\$49,303
Sep-15		\$9,309					\$16,278	\$5,133	\$1,735			\$44,201
Oct-15		\$15,144					\$7,756	\$16,443	\$4,058			\$44,870
Nov-15		\$7,743					\$5,571	\$1,439	\$3,729			\$21,156
Dec-15		\$12,118					\$11,128	\$13,582	\$3,606			\$41,315
Jan-16	\$1,594	\$11,424	\$981				\$12,762	\$7,209	\$6,480			\$42,848
Feb-16	\$0	\$9,169	\$0				\$4,781	\$3,726	\$5,058			\$59,861
Mar-16	\$1,096	\$30,966					\$10,862	\$5,628	\$3,846			\$53,759
Apr-16	\$0	\$25,560	\$0				\$10,051	\$10,236	\$9,757			\$59,003
May-16	\$0	\$20,498	\$188				\$10,026	\$8,580	\$6,355			\$45,647
Jun-16	\$5,671	\$183,334	\$1,069	\$0	\$0	\$60	\$118,611	\$79,951	\$53,160	\$48,903	\$0	\$492,941
Jul-16		20,955					9,836	8,771	54,181			93,743
Aug-16												
Sep-16												
Oct-16												
Nov-16												
Dec-16												
Jan-17												
Feb-17												
Mar-17												
Apr-17												
May-17												
Jun-17		20,955					9,836	8,771	54,181			93,743