FAYETTE COUNTY
BOARD OF COUNTY COMMISSIONERS
Tuesday, October 25, 2016 – 7:00 p.m.

AGENDA

Order of Business

1. CALL TO ORDER — Chairman

2. ROLL CALL — Clerk

3. INVOCATION — Comm. Odis Cox

4. PLEDGE OF ALLEGIANCE

5. COMMENTS ON NON - AGENDA ITEMS (10 MINUTE MAXIMUM)

6. APPROVAL OF MINUTES
6.1 September 27, 2016

7. RESOLUTIONS OF MEMORIALS, SYMPATHY AND COMMENDATIONS

8. PUBLIC HEARINGS

9. ELECTIONS, APPOINTMENTS AND CONFIRMATIONS
9.1 Election of Notaries Public
9.2 Beer Board Nomination – Lou Hall

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 – October 10, 2016
- 10.3.1.2 Grass Ordinance – "Dilapidated Property"

10.3.2 Health and Welfare Committee
- 10.3.2.1 Minutes – October 10, 2016

10.3.3 Personnel Committee
- 10.3.3.1 Minutes – October 10, 2016
- 10.3.3.2 Veteran's Office Replacement

10.3.4 Education Committee
10.3.4.1 Minutes – October 11, 2016

10.3.5 Criminal Justice and Public Safety Committee
10.3.5.1 Minutes – October 11, 2016

10.3.6 Budget Committee
10.3.6.1 Minutes – October 11, 2016
10.3.6.2 Williston Request for Reimbursement
10.3.6.2.1 Budget Amendment – 101 – Williston Audit Request
10.3.6.3 Budget Amendment – 101 – Misc. Adjustments No Fund Balance Change
10.3.6.4 Budget Amendment – 101 – Health Dept. Contract Amendment #1
10.3.6.5 Health Dept. Contract Amendment #2
10.3.6.5.1 Budget Amendment – 101 – Health Dept. Contract Amendment #2
10.3.6.6 NJPA – Membership Agreement
10.3.6.7 Resolution to Establish an Archives & Records Management Fee in Fayette County
10.3.6.8 CDBG Grant – Sewer System Repair – Re-bid

10.4 **Reports of Special Committees**

11. NEW BUSINESS
11.3 Veterans' Affairs Officer – William Wright

12. ANNOUNCEMENTS

13. ADJOURNMENT

14. INFORMATION ONLY
14.1 Sales Tax Distribution – September 2016
14.2 Sales Tax Revenue by Month – September 2016
14.3 Department of Revenue – September 2016
14.4 Building Permit Report – September 2016
14.5 Adequate Facilities Tax – September 2016

FAYETTE COUNTY LEGISLATIVE BODY
September 29, 2016

BE IT REMEMBERED that the Fayette County Legislative Body met in regular session on the 27th day of September, 2016 at the Bill G. Kelley Criminal Justice Complex in Somerville, Tennessee. Present and presiding was Mayor Rhea "Skip" Taylor. Also present were Shana Burch, Administrative Assistant to the County Clerk, and James R."Bobby" Riles, Sheriff, and the following County Commissioners: Ed Allen, Homer S. Bunker, Odis Cox, Charles E. Dacus, Jr., Ben Farley, Willie German, Jr., Tim Goodroe, Bill Kelley, Terry Leggett, David Lillard, Sr., Sylvester Logan, Claude Oglesby, Steve Reeves, Elizabeth Rice, Bill Walker, Larry Watkins, and Myles Wilson.

Commissioner Ray Seals was absent. A quorum was declared with seventeen (17) Commissioners present.

The floor was opened to the public for comments on non-agenda items. Forrest Bartlett, Commissioner in Williston addressed the Board regarding payments for the audit required when a Federal grant is awarded. The City of Williston received a grant to build a new fire station, and they have been charged $1800 for the audit and he asked the County to consider reimbursing half of that. Commissioners decided that they would consider it in a Committee meeting.

Commissioner Farley moved to approve the minutes from August 23, 2016. The motion was seconded by Commissioner Leggett and passed unanimously.

John Pitner, Director of Planning and Development, presented the following zoning amendment request that would clarify the places, sizes, and proper zoning for standing signs and clarify the regulations on combing lots. The plan was approved by the Planning Commission and the Development Committee. The floor was opened for a public hearing regarding the amendment. With no one speaking either "For" or "Against" the matter, the Public hearing was closed. Commissioner Bunker moved to approve the amendment. The motion was seconded by Commissioner Farley, and passed unanimously.

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

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.

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

Section 1 – Enforcement and Review

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(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) Concerning non-structural complaints, 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 non-structural 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) Concerning structural complaints, 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 structural condition thereafter will notify the landowner to remedy the condition within 30 days. Notice shall be sent by certified registered mail and notice shall be served on the property. If the condition is not remedied within the 30 day time frame or an acceptable plan to remedy the condition has not been submitted to the Building Commissioner, the Building Commissioner may request permission from the County Commission to initiated suit in the appropriate court to have the landowner correct the condition. Each day in violation of the County's ordinance shall constitute a new violation and is subject to a $50 fine. All costs associated with remedying the structural condition shall be borne by the landowner. The County shall ask the court for all costs associated with enforcement of the violation, including all court costs, and all fines that may be imposed. The landowner shall also have signage placed to be visible at all locations around the structure showing that the structure is in violation of the County's policy, and the signage is to remain in place until the condition is resolved.

(1) Any plan to correct an identified condition must have these elements:
   a. A list of actions and the associated costs to remedy each condition
   b. Financial assurance that the owner has the ability to complete the work. this may be provided by bank letter of credit, a bond or by any instrument that is acceptable by the County Attorney
   c. A time frame to complete the remediation that ends no later than 100 days from the time the notice of violation is received by the owner.

(2) The plan shall be binding on the owner and shall act as another cause of action if it is violated.

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(cb) 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.

(dc) 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. Additionally, for a property found to be in violation of a structural complaint, there shall be a $50 fine for each day in violation after the opportunity of a hearing has ended.

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(ed) 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.

(f) If the appropriate court finds that the owner does not have the financial ability to correct the identified condition, then a lien shall be placed against the property for all costs of enforcement, including court costs, fees and fines. The lien shall be expeditiously settled as directed by the County Attorney, with the stipulation that any sale include a condition that the plan in 7(b)(1) be submitted by the purchaser and approved by the Building Commissioner.

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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

Commissioner Walker moved to approve the following as notaries public: Jamie C. Cunanan, Fred L. Davis, Marsha E. Davis, Elizabeth Gallagher, Lewis K. Garrison, Elizabeth A. McCommon, Amanda K. Pickens, Kimberly D. Rogers, Candice N. Starks, Marvin R. Taylor, and Laura Tull. The motion was seconded by Commissioner Logan, and passed unanimously.

Commissioner Oglesby moved to adopt the Fayette County Board of County Commissioners 2016-17 Rules. The motion was seconded by Commissioner Dacus. Commissioner Bunker moved to amend the motion as to Rule 6A, 6B, and 6C to require that new appointees appear before the County Commission. The amendment was seconded by Commissioner Leggett and failed on the following roll call vote:

Amendment

ROLL CALL
FAYETTE COUNTY BOARD OF COMMISSIONERS

	YES	NO	PASS	
ALLEN, ED		|		
BUNKER, HOMER S.	|			
COX, ODIS	|			
DACUS, CHARLES E. JR.		|		
FARLEY, BEN		|		
GERMAN, WILLIE, JR		|		
GOODROE, TIM	|			
KELLEY, BILL	|			
LEGGETT, TERRY	|			
LILLARD, DAVID SR.		|		
LOGAN, SYLVESTER		|		
OGLESBY, CLAUDE		|		
REEVES, STEVE		|		
RICE, ELIZABETH		|		
~~SEALS, RAY~~				
WALKER, BILL		|		
WATKINS, LARRY		|		
WILSON, MYLES		|		
TOTAL	5	12		

The original motion was then voted on and passed unanimously.

FAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS
2016-17

RULES

Rule 1: Convening the County Legislative Body

The County Legislative Body shall conduct it regular meetings at the Bill G. Kelley Justice Complex on the fourth Tuesday of each month at 7:00 p.m. Should any regular meeting fall on a legal holiday, or if an emergency shall arise, the County Legislative Body shall meet on such other date as shall be selected by the Chairman.

Rule 2: Quorum

A quorum for the transaction of business shall be a majority of the duly qualified and acting members of the County Legislative Body and where vacancy or vacancies exist in the County Legislative the same shall not be included in determining the membership of such County Legislative Body.

Rule 3: Order of Business

1. Call to order by the Presiding Officer
2. Roll Call
3. Invocation
4. Pledge of Allegiance
5. Comments on non-agenda items (10 minute maximum)
6. Reading and approval of minutes of previous meeting
7. Resolutions of memorial, sympathy and commendations
8. Public hearings
9. Elections, Appointment and Confirmations
10. Unfinished Business
    a. Financial reports
    b. Reports of Departments and Agencies
    c. Report of Standing Committees and action thereon
    d. Report of Special Committees and action thereon
    e. Other unfinished business
11. New Business
12. Announcements and statements by members, officials and the public
13. Adjournment

Rule 4: General

Rule 4A: Who May Address the County Legislative Body

It is a Commissioner's right to address the Chairman and the County Legislative Body at any appropriate time after proper recognition by the Chairman, in which recognition will not be arbitrarily denied. Elected and appointed county official with expertise or information necessary for clarification of a matter under consideration by the County Legislative Body may address the County Legislative Body at any appropriate time after proper recognition by the Chair, which recognition will not be arbitrarily denied. Any Commissioner can, after being recognized by the Chair, relinquish his time on the floor to a citizen who has knowledge or expertise concerning the topic being debated. Citizens and their representatives are encouraged to speak for or against any agenda item under consideration and on any non-agenda item following the Pledge of Allegiance. Statements of citizens shall be limited to three (3) minutes per speaker and fifteen (15) minutes total for those speaking in favor and fifteen (15) minutes for those speaking in opposition to an item under consideration. These specified time limits may be extended by majority vote of the County Legislative Body.

Rule 4B: Gaining the Floor

In all cases, the member who shall first raise his hand and address the Chairman shall be entitled to speak first. When two or more members shall raise their hands and address the Chairman at the same time, the Chairman shall name the members who shall speak first followed by the other Member.

Rule 4C: Speaking

When any members wishes to speak in debate, discussion, or deliver any address on any matter whatsoever to the County Legislative Body, they shall respectfully address the Chairman and shall, after being recognized by the Chairman proceed with the remarks, confining such remarks strictly to the question under debate and avoiding all personalities.

Rule 4D: Consent to Yield

While a person is speaking, the speaker shall not be interrupted, except for a question. If the speaker declines to yield, the speaker shall not be interrupted, but shall yield to question at the end of the presentation.

Rule 4E: Points of Order

If any member, speaking or otherwise, transgresses the Rules of the County Legislative Body, the Chairman shall, or any member may, call him into order, in which case the member so-called to order shall immediately cease speaking at which time the point of order shall be at once decided by the Chairman, subject to an appeal to the County Legislative Body. After the decision is rendered, the member having the floor can proceed, subject to the decision made.

Rule 4F: Appeal on Ruling

Any member may appeal to the County Legislative Body any ruling of the Chairman, and a majority vote of the members present shall decided the appeal.

Rule 4G: Refusal to be in Order

If any person, member or otherwise, refuses to remain orderly, the Chairman shall have the right to call upon the Sheriff, Deputy Sheriff, or Officer in waiting upon the County Legislative Body to seat such person, and if such person refuses to be seated, or come to order, the Chairman shall have the right to declare such person in contempt and to order his removal from the courtroom. This person may return to the courtroom only on the approval of a majority of the members present.

Rule 4H: Introduction of a Resolution (Motion)

Any proposed resolution may be introduced by any member of the County Legislative Body.

Rule 4I: Committee Referrals

Any member wishing to introduce a measure which would require consideration or study shall refer the matter to the Chairman and he shall refer it to the appropriate committee without delay.

Rule 5 Motions and Resolutions

Rule 5A: Introduction and Debate

Motions may be made only by Commissioners. No motion shall be debated until the same is seconded and stated by the Chairman.

Rule 5B: Motions in Writing

When a motion shall be made and seconded, it shall be reduced to writing by the proponent or the Clerk and read by the Chairman prior to any debate or vote.

Rule 5C: Requiring Roll Call

Any motion, except a motion involving the appropriate of funds, may be put to he County Legislative Body for a voice vote by the Chairman, provided, however, any member may require a roll call by the raising of the hand or indication otherwise, either before or after the voice vote. All motions concerning appropriation of funds shall require a roll call vote.

Rule 5D: Vote Required to Pass a Motion

In order to pass any motion there must be a vote of a majority of the members constituting the County Legislative Body and, not merely a majority of the quorum present.

Rule 5E: Member May Change Vote

Any member of the County Legislative Body may change his vote before the result of a roll call is announced by the Clerk. It shall be the duty of the Clerk at the end of each roll call, to require of those who passed or were absent when the roll was called if they desire to vote; also, if anyone who has voted wishes to change his vote. Then the result shall be announced by the Clerk.

Rule 5F: Reconsideration of a Motion

When a question has been put to a vote, it shall be in order for any member of the prevailing side to move for reconsideration at anytime during that session of the County Legislative Body. The vote to reconsider requires a majority vote.

Rule 6 Elections and Appointments

Rule 6A: Elections with Nomination from the Floor

When the Chairman is to receive nomination from the floor, a member may nominate only one person. The floor will be kept open until every member has had an opportunity to nominate a person if he so desires before the nominations are closed.

Rule 6B: Appointive Office

The persons nominated will be introduced before the County Legislative Body if practical and a discussion of each appointee shall follow.

Rule 6C: Election or Confirmation

All ballots shall be cast by voice vote as each member's name is called by the Clerk. A majority of the full County Legislative Body is required for election or confirmation except as otherwise provided by state or private act.

Rule 6D: Second Ballot

If no one is elected on a given ballot, the person receiving the smallest number of votes will be dropped and the ballots cast again until a person is elected by the required majority.

Rule 7 County Legislative Body Committees

The members of all committees of the County Legislative Body, including standing committees, will be nominated by the County Mayor, and shall be approved by a majority vote of the County Legislative Body. Any commission member may call for a vote on individual approval of committee members. Each and every member shall serve on two standing committees. In the event a member is not able to serve, the position shall be filled in the manner the positions were originally filled.

Rule 8 Appropriation Request

Any and all requests requiring expenditure of local county funds shall be submitted in writing to the County Mayor for review by the appropriate committee and shall have an estimated cost included in or attached to the request or resolution. A reasonable summary of the request shall be included in or attached to the agenda which shall be available to all members of the County Legislative Body.

Rule 8A: Appropriations Except by Bond Issue

Any and all appropriation except bond issues, to be assessed or approved must be filed in triplicate, the original with the County Mayor and copies to the Chairman and the Chairman of the appropriate committee at least fifteen days prior to the meeting of the County Legislative Body

Rule 8B: Appropriations by Bond Issue

Notice of all proposed appropriations by bond issue shall be filed in triplicate, the original with County Mayor and copies to the Chairman and Chairman of the appropriate committee at lest fifteen days prior to the meeting of the County Legislative Body. The notice shall contain the proposed amount of the bond issue, the purposes for which the bonds are to be issued, and the term of the bond issue.

Rule 8C: Committee Recommendations

The committee to which the request has been referred shall assume one of the following positions: (1) adoption recommended, with or without conditions; (2) rejection recommend; or (3) submitted to the County Legislative Body without recommendation.

Rule 9 Amending or Suspending the Rules

Any rule or rules may be suspended or amended at any time by the county Legislative Body by a two-thirds majority of the members.

Rule 10 Robert's Rules of Order

All matters not covered herein shall be governed by Robert's Rules of Order as contained in the latest copyrighted edition.

Rule 11 Presiding Officer

Rule 11A: Election

Annually, at it first session in September, the County Legislative Body shall elect a Chairman and a Chairman Pro Tempore. The Chairman may be a member of the County Legislative Body or the County Mayor. If the County Mayor is elected, and accepts the position, then the County Mayor shall have no veto.

Rule 11B: Voting by the Chairman

If the Count Mayor serves as Chairman, he may vote only in the case of a tie vote by the County Legislative Body. If a County Legislative Body member serves as Chairman, he or she may vote on all issues coming before the County Legislative Body but may not vote again to break a tie vote.

Rule 11C: Call to Order

The County Legislative Body shall be called to order by the Chairman. In the absence of the Chairman the Chairman Pro Tempore shall preside. In the Absence of the Chairman Pro Tempore, the County Legislative Body shall be called to order by the County Clerk, and shall elect one of its members to preside over deliberations.

Rule 11D: Question of Order

The Presiding Officer shall preserve order and decorum. He may speak to points of order in preference to other members, rising from his set for that purpose. He shall decide questions of order, subject to an appeal to the County Legislative Body by any member.

Rule 11E: Members Speaking

Before a member is allowed to speak twice on the same subject, the Presiding Officer shall inquire if there is another member who has not spoken on that subject and who wishes to speak.

Rule 11F: Motions

Once a motion has been made and duly seconded, the motion shall be reduced to writing by the proponent or the Clerk and read by the Presiding Officer so that debate on the motion may begin.

Rule 11G: Putting the Question

The Presiding Officer shall rise to state or put a question and shall clearly state the question before the County Legislative Body before the vote on the question is taken. A member may ask for clarification of the question up until the result of the vote is announced.

Rule 11H: Agenda to Commissioners

A copy of the agenda, attachments, and notice calling each County Legislative Body meeting shall be delivered to each member on Thursday prior to the following Tuesday night.

Rule 12 County Clerk

Rule 12A: Minutes of the County Legislative Body

The County Clerk shall make copies of the minutes of each County Legislative Body meeting and distribute them not later than ten days after the meeting. The minutes shall be distributed as follows:

1. One copy to each member.
2. One copy upon request to each county office, department and/or commission head.
3. One copy upon request to all public, school and university libraries in the county.
4. One copy upon request to all licensed and operating commercial radio and television station in the county.
5. One copy upon request to all newspapers published in the county for sale and distribution to the general public.
6. One or more pages shall be made available to the general public at reasonable cost.

Rule 12B: Roll Call

On all appropriations, the Clerk shall call the roll for "Aye" and "No" votes. Names will be called in alphabetical order.

Rule 12C: Change of Vote

It shall be the duty of the Clerk at the end of each roll call, to inquire of those who passed or were absent when the roll was called if they desire to vote; also, if any one who has voted wishes to change his vote. Then the results shall be announced by the Clerk.

Rule 12D: Audio Tape of Meetings

The Clerk shall cause all County Legislative Body meeting and County Legislative Body committee meetings to be tape recorded and shall maintain such tape recordings indefinitely. Members and the public may listen to such tape recordings during the Clerk's normal office hours and copies thereof will be made available at reasonable cost.

Rule 13 The Sheriff

The Sheriff shall attend the County Legislative Body meeting while in session, or designate some other officer for that purpose, to preserve order and carry out the order of the presiding offer of the court.

Rule 14 County Attorney

The County Attorney shall attend meeting of the County Legislative Body to advise on matters of Law. He shall also attend committee meetings when called upon by the Chairman of the County Commission.

Rule 15 Committees General

Rule 15A: Officers Election

Upon approval to a committee by the County Legislative Body, the members of the committee shall convene and elect a chairman, vice chairman, and a secretary from its membership

Rule 15B: Committee Chairman and Agenda

Standing committee chairmen shall notify the Chairman of the major matters to be reported to the County Legislative Body at the next meeting. This should be done in time for the item to be included on the agenda. Committee agendas will be provided to all commissioners at least 3 days prior to committee meetings.

Rule 15C: Committee Meeting Open to the Public

All committee meetings shall be open to the public and shall allow members of the public a right to address the committee at its meetings.

Rule 15D: Authority of Committees

The role and jurisdiction of a County Legislative Body committee is to investigate and study matters, provide information and to present recommendations, as generally described in the title of the committee and as more specifically defined in the subject areas listed under the title. Should any question arise as to jurisdiction of any committee, it shall be referred to the County Legislative Body Chairman for determination, subject to an appeal to the County Legislative Body by any County Legislative Body member at the next regular meeting.

Rule 15E: Reporting Procedure

Reports of committees shall be given by the committee chairman at the proper place in the agenda for the County Commission. Recommendations passed by committees shall stand as motions for the Commission to debate and to take action on.

Rule 15F: Duties of Committee and Subcommittee Officers

The chairman's prime responsibility is to call meetings of the committee, to serve as presiding officer, and to serve as spokesman of the committee in any action or reporting to the County

Legislative Body. Further, the chairman should fully understand and make the committee aware of it authority and areas of jurisdiction. The vice-chairman is to assume the role and responsibility of the chairman in his absence. The secretary shall be responsible for the taking of minutes, and the filing and distribution of same. The chairman of each committee may vote on all issues coming before the body, just as any other member.

Rule 15G: Committee Meeting Minutes

The minutes of all committee meetings shall contain, the day, time and place the committee convenes, the members present, a summary of matters considered, a record of the voting on the action taken on each recommendation to the County Legislative Body, the time of adjournment, and a tape recording of the entire meeting. All recommendations, whether positive or negative, shall be recorded in the minutes that go to the Commissioners in their packer, with no censoring allowed.

Rule 15H: Vacancies on Committees

If for any reason one or more members of any respective committee vacate their position, the Commission Chairman, subject to the approval of the County Legislative Body, shall fill those vacancies in the same manner as the original members.

Rule 15I: Special Committees

The County Legislative Body may from time to time appoint such special committees as the circumstances require, but such a special committee shall be disbanded when its assigned work is completed and in no case shall it exist longer than one year unless extended by the County Legislative Body. No special committee shall be appointed for any purpose when there is a standing committee on the same subject.

Rule 15J: Reporting Referrals

The committee to which a request or resolution has been referred shall make a report to the County Legislative Body at the next regular meeting after its referral unless the County Legislative Body has specified otherwise in its request or resolution.

Rule 15 K: Failure to Meet

If for any reason the chairman of a committee fails to call a meeting, the County Legislative Body Chairman, or two members of a three member committee, or three members of a larger committee may do so.

Rule 15L: Quarterly Reports

The quarterly reports submitted by the County Officials and departments shall be presented as a part of the appropriate standing committee reports.

Rule 15M: Technical assistance

Committees have any and all authority necessary to request the assistance of county, regional, state and federal governmental departments, commission and agencies. Committees cannot obligate the county involving money without approval of the County Legislative Body.

Rule 16 Standing Committees

The Chairman shall be an ex-officio member of all committees and sub-committees. In this capacity, the Chairman shall offer assistance and advice as needed.

The standing committees of the County Legislative Body are as follows:

Criminal Justice and Public Safety: All matters pertaining to the criminal justice system including law enforcement, courts, and corrections; civil disturbance; juvenile delinquency; alcohol and drug abuse; emergency preparedness; fire prevention and control. The committee shall also serve as the Jail Committee and inspect the jail as required. (No fewer than Five members nor more than Six)

Health and Welfare: All maters pertaining to health care, comprehensive health planning, local health services, mental health and emergency medical services; social services and welfare programs, recreation, solid waste management; soil, water, and wildlife conservation; energy conservation, agriculture, flood prevention and control. (No fewer than Five members nor more than Six)

Education: All matters pertaining to elementary, secondary and adult education; vocational and technical education; library services. (No fewer than Five members nor more than Six)

County Development: All matters related to general county development; residential, commercial and industrial development; public facilities, subdivision regulation, zoning, building codes; road improvements, highway safety, airport development. (No fewer than Five members nor more than Six)

Personnel Committee: All general matters related to personnel; compliance with OSHA and TOSHA regulations including reports and training, personnel policy, Equal Employment Opportunity Legislation, job description, salary administration, salary classification, and employee benefits. This does not include budgetary issues regarding personnel salaries, requests for

additional personnel, personnel transfers, etc. (No fewer than Five members nor more than Six)

Budget: Taxation; finance; investments; property and intergovernmental relations, all matters pertaining to the financial resources of the county and reports and audit findings; issues regarding personnel salaries, requests for promotion, additional personnel and personnel transfer; health insurance plans. (Members are the five committee chairman and four other commissioners.)

Joint Committee: Committee will meet as a "committee of the whole" when issues warrant such a meeting and no other standing committee has jurisdiction. This committee will meet, if called, prior to the adoption of the annual budget. The Committee can be called to meet by the County Commission Chairman or a vote of the County Commission

Rule 17 Conflicts With Law

In the event that any portion of these rules is determined to be in conflict with applicable law, then that portion in conflict shall be null and of no effect and the remainder of the rules shall remain in full force and effect.

The next item on the agenda was to elect a Chairman. Commissioner Wilson nominated Chairman Rhea "Skip" Taylor. Commissioner Oglesby moved that the nomination cease and Chairman Taylor be elected by acclamation, which passed unanimously. The next matter was to set the salary for the Chairman. Commission Wilson moved to approve the

compensation be the same as last year, which was zero. The motion was seconded by Commissioner Logan and passed unanimously.

The next item on the agenda was to elect the Chairman Pro Tempore. Commissioner Oglesby nominated Commissioner German. The nomination was seconded by Commissioner Logan, and passed unanimously. The next item was to set the salary for the Chairman Pro Tempore. Commissioner Wilson moved to set the compensation at $0, the same as it was last year. The motion was seconded by Commissioner Logan and passed unanimously.

Chairman Taylor presented a list of County Commission Committees 2016-17. One change was made from last year to this year. Commissioner Rice moved to the Personnel Committee from Development and Commissioner Farley moved to the Development Committee from the Personnel Committee. Commissioner Logan moved to approve the list, which was seconded by Commissioner Wilson. The motion passed on majority vote with two Commissioners voting no.

2016-17 STANDING COMMITTEES

The following committees will meet on the Monday, before the 2nd Tuesday each month at the times listed:

**Chairperson +Vice-Chairperson*

Development Committee – 5:30 p.m.	Health & Welfare Committee – 6:15 p.m.	Personnel Committee – 7:00 p.m.
Homer Bunker Ben Farley Sylvester Logan Bill Walker Myles Wilson (Open Position)	Charles Dacus Ben Farley Willie German, Jr. Tim Goodroe Terry Leggett Steve Reeves	Odis Cox Charles Dacus Claude Oglesby Elizabeth "Betsy" Rice Bill Walker

The following committees will meet on the 2nd Tuesday each month at the times listed:

Education Committee – 5:30 p.m.	Criminal Justice & Public Safety – 6:15 p.m.	Budget Committee – 7:00 p.m.
Ed Allen Homer Bunker Odis Cox David Lillard, Sr. Larry Watkins (Open Position)	Tim Goodroe Bill G. Kelley Terry Leggett Elizabeth "Betsy" Rice Ray Seals Larry Watkins	Ed Allen Willie German, Jr. Sylvester Logan Ray Seals Development Chair Health & Welfare Chair Personnel Chair Education Chair Criminal Justice & Public Safety Chair

Updated: 10/12/16

Commissioner Logan moved to approve the Library Board's request to fill positions left vacant by out-going members Captain Wendell Wainwright, Matt Hooper, and June Dixon, and replace these members with Cindy Brown Matlock, Tommy Perkins and Betty Rosser for three year terms, and to replace the one-year remaining term of William "Sputt" Garnett's vacancy with Johnny Vaughan. The motion was seconded by Commissioner Farley and passed unanimously.

Chairman Taylor stated that Financial Reports were sent out with Commissioners' packets and any questions should be addressed to the appropriate official.

Chairman Taylor reported for the County Mayor's Office. He yielded the floor to Commissioner Goodroe who recognized Bob and Cathy Kenney and Maria Prince with the Fayette County Animal Rescue. Ms. Prince and Mr. Kenney addressed the Board and discussed fund raising. Chairman Taylor stated that the Sheriff has folks coming to work on the air conditioner which was out, leaving the courtroom extremely warm. He also reported that Commissioner Seals was admitted to the hospital last night with pneumonia.

No reports were given for the Sheriff's Department, Board of Education, Juvenile Court, Public Works or Planning and Development. Barbra Parker, County Trustee reported that the 2016 tax bills would go out on Friday, and as of today we have collected 97.54 per cent of the 2015 taxes.

Commissioner Wilson reported for the Development Committee, which met on September 12, 2016. The grass ordinance was discussed. Chairman Taylor presented a new ordinance and asked for consideration. The Committee, after discussion, moved to approve and forward the new ordinance to the full Commission. Commissioner Wilson then moved to approve the ordinance, and Commissioner Logan seconded the motion. Commissioner Bunker then moved to table the matter until next month to give Commissioners time to consider the new ordinance. The motion was seconded by Commissioner Goodroe and passed unanimously. The Committee also discussed the zoning amendment previously voted on in this meeting, CDBG Grant bid acceptance, a budget amendment for the Ag Extension office, a Public Works budget amendment, and City Work in Piperton where the City is requesting help from Public Works on Fletcher Drive.

Commissioner Wilson moved to approve the work on Fletcher Road and that the Public Works Department be allowed to do it. The motion was seconded by Commissioner Oglesby and passed unanimously.

Commissioner Reeves reported for the Health and Welfare Committee which met on September 12. 2016, and reviewed the Ambulance Run and Collections reports. Also discussed was a paving contract for the Health Department, Tire Amnesty Day for Solid Waste, an air ambulance update was given, and Dog and Cat registration was discussed.

Commissioner Oglesby reported that the Personnel Committee did not meet.

Commissioner Lillard reported for the Education Committee which met on September 13, 2016. The Committee listened to a request from the Library Committee requesting use of reserve funds to make a match for a grant for a new micro-film machine, a staff computer, and several floor computers. The Committee voted to approve and forward to Budget. The local library district also requested permission to be allowed to submit paperwork on behalf of the library for the next three years. The paperwork is to offset library expenses for internet and communications. The motion was approved and

sent to Budget for approval. The Library also discussed the nominations for member nominations already voted on, in this meeting.

Commissioner Kelley reported for the Criminal Justice and Public Safety Committee which met on September 13, 2016. The Committee discussed a budget amendment for the Sheriff's Office, allowing the Sheriff to use reserve funds for Courtroom security. The Committee forwarded the matter to Budget with recommendation for approval. The Sheriff also presented a budget amendment for jail overtime. The Committee approved and forwarded the matter to budget with recommendation for approval. Mayor Taylor presented a resolution reaffirming our safety plan to OSHA. This is reviewed every six years and reaffirms the plan we have. Commissioner Kelley moved to approve the resolution, which was seconded by Commissioner Leggett and approved unanimously.

Revised June 30, 2015

RESOLUTION NUMBER _____

RESOLUTION TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the (City/County/Utility/etc)_____ hereby updates the Occupational Safety and Health Program Plan for our employees.

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements.

NOW, THEREFORE,

SECTION 1. BE IT RESOLVED BY THE (Council/Board/City/County/Utility/etc)_____, that there be and is hereby amended as follows:

TITLE:

This section shall be known as "The Occupational Safety and Health Program Plan" for the employees of _____.

PURPOSE:

The _____ in electing to update the established Program Plan will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

1) Provide a safe and healthful place and condition of employment that includes:
   a) Top Management Commitment and Employee Involvement;
   b) Continually analyze the worksite to identify all hazards and potential hazards;
   c) Develop and maintain methods for preventing or controlling the existing or potential hazards; and
   d) Train managers, supervisors, and employees to understand and deal with worksite hazards.

2) Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees.

3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.

4) Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.

5) Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.

6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices

injurious to employee safety and health

7) Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards, and provide for education and notification of all employees of the existence of this Program Plan.

COVERAGE:

The provisions of the Occupational Safety and Health Program Plan for the employees of (City/County/etc) _____ shall apply to all employees of each administrative department, commission, board, division, or other agency whether part-time or full-time, seasonal or permanent.

STANDARDS AUTHORIZED:

The Occupational Safety and Health standards adopted by the (City/County/Utility/etc) _____ are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 3).

VARIANCES FROM STANDARDS AUTHORIZED:

Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, we may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by T.C.A., Title 50. Prior to requesting such temporary variance, we will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

ADMINISTRATION:

For the purposes of this resolution, (Name of Official or Title) _____ is designated as the Safety Director of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Safety Director shall develop a plan of operation for the Program Plan in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by T.C.A , Title 50.

FUNDING THE PROGRAM PLAN:

Sufficient funds for administering and staffing the Program Plan pursuant to this resolution shall be made available as authorized by the (City/County/Utility/etc) _____.

SEVERABILITY:

SECTION 2. BE IT FURTHER RESOLVED that if any section, sub-section, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

AMENDMENTS, ETC:

SECTION 3. BE IT FURTHER RESOLVED that this resolution shall take effect from and after the date it shall have

been passed, properly signed, certified, and has met all other legal requirements, and as otherwise provided by law, the general welfare of the (City/County/etc) _____ requiring it.

_____ _____
(Executive) (Date)

_____ (Passed First Reading)

3

PLAN OF OPERATION FOR THE OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN FOR THE EMPLOYEES OF (City/County/etc) _____

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I. PURPOSE AND COVERAGE

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program Plan for the employees of _____.

This plan is applicable to all employees, part-time or full-time, seasonal or permanent.

The _____ in electing to update and maintain an effective Occupational Safety and Health Program Plan for its employees,

a. Provide a safe and healthful place and condition of employment.
b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, his designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Safety Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
d. Consult with the Commissioner of Labor and Workforce Development or his designated representative with regard to the adequacy of the form and content of such records.
e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
f. Assist the Commissioner of Labor and Workforce Development or his monitoring activities to determine Program Plan effectiveness and compliance with the occupational safety and health standards.
g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the Occupational Safety and Health Program Plan.
h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.

II. DEFINITIONS

For the purposes of this Program Plan, the following definitions apply:

a. COMMISSIONER OF LABOR and Workforce Development means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
b. EMPLOYER means the _____ and includes each administrative department, board, commission, division, or other agency of the _____.
c. SAFETY DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH or SAFETY DIRECTOR means the person designated by the establishing resolution, or executive order to perform duties or to exercise powers assigned so as to plan, develop, and administer the Occupational Safety and Health Program Plan for the employees of _____.

d. INSPECTOR(S) means the individual(s) appointed or designated by the Safety Director of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is

appointed, inspections shall be conducted by the Safety Director of Occupational Safety and Health.

e. APPOINTING AUTHORITY means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal there from for a specific department, board, commission, division, or other agency of this employer.

f. EMPLOYEE means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as (volunteers), provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.

g. PERSON means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of persons.

h. STANDARD means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.

i. IMMINENT DANGER means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.

j. ESTABLISHMENT or WORKSITE means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.

k SERIOUS INJURY or HARM means that type of harm that would cause permanent or prolonged impairment of the body in that:

1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
2. A part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

l. ACT or TOSH Act shall mean the Tennessee Occupational Safety and Health Act of 1972.

m. GOVERNING BODY means the County Quarterly Court, Board of Aldermen, Board of Commissioners, City or Town Council, Board of Governors, etc., whichever may be applicable to the local government, government agency, or utility to which this plan applies.

n. CHIEF EXECUTIVE OFFICER means the chief administrative official, County Judge, County Chairman, County Mayor, Mayor, City Manager, General Manager, etc., as may be applicable.

III. EMPLOYERS RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.

c. Employer shall refrain from and unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employers place(s) of business. Employer shall assist the

Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.

d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
f. Employer is entitled to protection of its legally privileged communication.
g. Employer shall inspect all worksites to insure the provisions of this Program Plan are complied with and carried out.
h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.
i. Employer shall notify all employees of their rights and duties under this Program Plan.

IV. EMPLOYEES RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this Program Plan and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.
b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSH Act or any standard or regulation promulgated under the Act.
c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this Program Plan may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.
e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer with information on any significant hazards to which they are or have been exposed, relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.
f. Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Safety Director or Inspector at the time of the physical inspection of the worksite.
g. Any employee may bring to the attention of the Safety Director any violation or suspected violations of the standards or any other health or safety hazards.
h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this Program Plan.
i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Safety Director. Such employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.
j. Nothing in this or any other provisions of this Program Plan shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety or others or when

a medical examination may be reasonably required for performance of a specific job.

k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Safety Director within twenty-four (24) hours after the occurrence.

V. ADMINISTRATION

a. The Safety Director of Occupational Safety and Health is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program Plan.

1. The Safety Director may designate person or persons as he deems necessary to carry out his powers, duties, and responsibilities under this Program Plan.
2. The Safety Director may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Safety Director.
3. The Safety Director shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this Program Plan.
4. The Safety Director may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this Program Plan.
5. The Safety Director shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.
6. The Safety Director shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to correct any hazards or exposures observed. He shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
7. The Safety Director shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
8. The Safety Director shall maintain or cause to be maintained records required under Section VIII of this plan.
9. **The Safety Director shall, in the eventuality that there is a fatality or an accident resulting in the hospitalization of three or more employees, insure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours. All work-related inpatient hospitalizations, amputations, and loss of an eye must be reported to TOSHA within 24 hours.**

b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this Occupational Safety and Health Program Plan within their respective areas.

1. The administrative or operational head shall follow the directions of the Safety Director on all issues involving occupational safety and health of employees as set forth in this plan.
2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Safety Director within the abatement period.
3. The administrative or operational head should make periodic safety surveys of the establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Safety Director along with his findings and/or recommendations in accordance with APPENDIX IV of this plan.

VI. STANDARDS AUTHORIZED

The standards adopted under this Program Plan are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees. Note: 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; and the Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, CHAPTER 0800-01-1 through CHAPTER 0800-01-11 are the standards and rules invoked.

VII. VARIANCE PROCEDURE

The Safety Director may apply for a variance as a result of a complaint from an employee or of his knowledge of certain hazards or exposures. The Safety Director should definitely believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

a. The application for a variance shall be prepared in writing and shall contain:

   1. A specification of the standard or portion thereof from which the variance is sought.
   2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
   3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
   4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
   5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.

b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.

c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:

   1. The employer
      i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
      ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
      iii. Has as effective Program Plan for coming into compliance with the standard as quickly as possible.

   2. The employee is engaged in an experimental Program Plan as described in subsection (b), section 13 of the Act.

(cb) 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.

(de) 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. Additionally, for a property found to be in violation of a structural complaint, there shall be a $50 fine for each day in violation after the opportunity of a hearing has ended.

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(ed) 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.

(f) If the appropriate court finds that the owner does not have the financial ability to correct the identified condition, then a lien shall be placed against the property for all costs of enforcement, including court costs, fees and fines. The lien shall be expeditiously settled as directed by the County Attorney, with the stipulation that any sale include a condition that the plan in 7(b)(1) be submitted by the purchaser and approved by the Building Commissioner.

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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

following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.

e After the above steps have been followed and the complainant is still not satisfied with the results, he may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Safety Director and the Chief Executive Officer or the representative of the governing body.

f. Copies of all complaint and answers thereto will be filed by the Safety Director who shall make them available to the Commissioner of Labor and Workforce Development or his designated representative upon request.

X. EDUCATION AND TRAINING

a. Safety Director and/or Compliance Inspector(s):

1. Arrangements will be made for the Safety Director and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies. A list of Seminars can be obtained.

2. Access will be made to reference materials such as 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; The Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, and other equipment/supplies, deemed necessary for use in conducting compliance inspections, conducting local training, wiring technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.

b All Employees (including supervisory personnel):

A suitable safety and health training program for employees will be established. This program will, as a minimum:

1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employees work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.
2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids, or gases including explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, person hygiene, etc., which may be required.
3. Instruct employees who may be exposed to environments where harmful plants or animals are present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocution; Struck by/Caught In; Trench Cave In; Heat Stress and Drowning.
5. Instruct employees on hazards and dangers of confined or enclosed spaces.

   i Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4) in depth such as pits, tubs, vaults, and vessels.

   ii Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.

following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.

e. After the above steps have been followed and the complainant is still not satisfied with the results, he may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Safety Director and the Chief Executive Officer or the representative of the governing body.

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2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids, or gases including explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, person hygiene, etc., which may be required.
3. Instruct employees who may be exposed to environments where harmful plants or animals are present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocution; Struck by/Caught In; Trench Cave In; Heat Stress and Drowning.
5. Instruct employees on hazards and dangers of confined or enclosed spaces.

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   ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.

iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment

XI. GENERAL INSPECTION PROCEDURES

It is the intention of the governing body and responsible officials to have an Occupational Safety and Health Program Plan that will insure the welfare of employees. In order to be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis at intervals not to exceed thirty (30) calendar days.

a. In order to carry out the purposes of this Resolution, the Safety Director and/or Compliance Inspector(s), if appointed, is authorized:
   1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
   2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.

b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Safety Director or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.

c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Safety Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.

d. The right of accompanIment may be denied any person whose conduct interferes with a full and orderly inspection

e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.

f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.

g. Advance Notice of Inspections.

   1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create misleading impression of conditions in an establishment.
   2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their

authorized representative(s) will also be given notice of the inspection.

h. The Safety Director need not personally make an inspection of each and every worksite once every thirty (30) days. He may delegate the responsibility for such inspections to supervisors or other personnel provided:

1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Safety Director.
2. Records are made of the inspections, any discrepancies found and corrective actions taken. This information is forwarded to the Safety Director.

i. The Safety Director shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Those inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized represeritative.

XII. IMMINENT DANGER PROCEDURES

a Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:

1. The Safety Director shall immediately be informed of the alleged imminent danger situation and he shall immediately ascertain whether there is a reasonable basis for the allegation.
2. If the alleged imminent danger situation is determined to have merit by the Safety Director, he shall make or cause to be made an immediate inspection of the alleged imminent danger location.
3. As soon as it is concluded from such inspection that conditions or practices exist which constitutes an imminent danger, the Safety Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
4. The administrative or operational head of the workplace in which the imminent danger exists, or his authorized representative, shall be responsible for determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Safety Director or Compliance Inspector and to the mutual satisfaction of all parties involved.
5. The imminent danger shall be deemed abated if:

   i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
   ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.

6. A written report shall be made by or to the Safety Director describing in detail the imminent danger and its abatement. This report will be maintained by the Safety Director in accordance with subsection (l) of Section XI of this plan.

b. Refusal to Abate

1. Any refusal to abate an imminent danger situation shall be reported to the Safety Director and Chief Executive Officer immediately.
2 The Safety Director and/or Chief Executive Officer shall take whatever action may be necessary to achieve abatement.

XIII. ABATEMENT ORDERS AND HEARINGS

a. Whenever, as a result of an inspection or investigation, the Safety Director or Compliance Inspector(s) finds that a worksite is not in compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Safety Director shall:

   1. Issue an abatement order to the head of the worksite.
   2. Post or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.

b. Abatement orders shall contain the following information:

   1. The standard, rule, or regulation which was found to violated.
   2. A description of the nature and location of the violation.
   3. A description of what is required to abate or correct the violation.
   4. A reasonable period of time during which the violation must be abated or corrected.

c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Safety Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Safety Director shall act promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such hearing, the Safety Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

XIV. PENALTIES

a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this Program Plan.
b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking action in one of the following ways as appropriate and warranted:

   1. Oral reprimand.
   2. Written reprimand.
   3. Suspension for three (3) or more working days.
   4. Termination of employment.

XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION

All information obtained by or reported to the Safety Director pursuant to this plan of operation or the legislation (resolution, or executive order) enabling this Occupational Safety and Health Program Plan which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this Program Plan or when relevant in any proceeding under this Program Plan. Such information may also be disclosed to the Commissioner of Labor and

Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972

XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency/safety Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30 day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED

a. Compliance with any other law, statute, resolution, or executive order, which regulates safety and health in employment and places of employment, shall not excuse the employer, the employee, or any other person from compliance with the provisions of this Program Plan.
b. Compliance with any provisions of this Program Plan or any standard, rule, regulation, or order issued pursuant to this Program Plan shall not excuse the employer, the employee, or any other person from compliance with the law, statue, resolution, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, resolution, or executive order, as applicable, is specifically repealed.

_____

Signature: Safety Director, Occupational Safety and Health and Date

APPENDIX - I WORK LOCATIONS
(ORGANIZATIONAL CHART)

{For this section make a list of each work location wherein (City/County/etc) your employees work, such as Street Department, Fire Hall, City Hall, Courthouse, Jail, Sheriff Department, Each School, etc. covered under this Program Plan. Include, the address for the workplace, phone number at that workplace, and number of employees who work there.}

An Example:

Sheriff Department - 45 employees
1234 Main Street
Chattanooga, TN 37415
423-345-6789

East High School - 82 employees
4567 Garden Avenue
Chattanooga, TN 37415
423-222-5555

TOTAL NUMBER OF EMPLOYEES : 127
{Once each work location has been listed, record the total number of employees that the county employees.}

APPENDIX – II NOTICE TO ALL EMPLOYEES

NOTICE TO ALL EMPLOYEES OF _____

The Tennessee Occupational Safety and Health Act of 1972 provide job safety and health protection for Tennessee workers through the promotion of safe and healthful working conditions. Under a plan reviewed by the Tennessee Department of Labor and Workforce Development, this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to insure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Program Plan which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage of any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard

Any employee who may be adversely affected by a standard or variance issued pursuant to this Program Plan may file a petition with the Safety Director or _____.

Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative(s) of employees shall be given the right to request an Inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under, or relating to, this Program Plan.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before _____ for assistance in obtaining relief or to file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

A copy of the Occupational Safety and Health Program Plan for the Employees of _____ is available for inspection by any employee at _____, during regular office hours.

_____

Signature: (City/County) MAYOR AND DATE

17

APPENDIX - III PROGRAM PLAN BUDGET

(Either answer questions 1-11 **or** fill in the statement below)

1. Prorated portion of wages, salaries, etc., for program administration and support.
2. Office space and office supplies.
3. Safety and health educational materials and support for education and training.
4. Safety devices for personnel safety and health.
5. Equipment modifications.
6. Equipment additions (facilities)
7. Protective clothing and equipment (personnel)
8. Safety and health instruments
9. Funding for projects to correct hazardous conditions.
10. Reserve fund for the Program Plan.
11. Contingencies and miscellaneous,

TOTAL ESTIMATED PROGRAM PLAN FUNDING,
ESTIMATE OF TOTAL BUDGET FOR:

OR Use This Statement:

STATEMENT OF FINANCIAL RESOURCE AVAILABILITY

Be assured that (Name of local government) _____ has sufficient financial resources available or will make sufficient financial resources available as may be required in order to administer and staff its Occupational Safety and Health Program Plan and to comply with standards.

APPENDIX – IV ACCIDENT REPORTING PROCEDURES

(1-15) Employees shall report all accidents, injuries, or illnesses directly to the Safety Director as soon as possible, but not later than twenty-four (24) hours after the occurrence. Such reports may be verbal or in writing. All fatalities or accidents involving the hospitalization of three (3) or more employees shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The Safety Director will insure completion of required reports and records in accordance with Section VIII of the basic plan.

(16-50) Employees shall report all accidents, injuries, or illnesses to their supervisor as soon as possible, but not later than two (2) hours after the occurrence. All fatalities or accidents involving the hospitalization of three (3) or more employees shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will investigate the accident or illness, complete an accident report, and forward the accident report to the Safety Director and/or record keeper within twenty-four (24) hours of the time the accident or injury occurred or the time of the first report of the illness.

(51-250) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after the occurrence. The supervisor will provide the Safety Director and/or record keeper with the name of the injured or ill employee and a brief description of the accident or illness by telephone as soon as possible, but not later than four (4) hours, after the accident or injury occurred or the time of the first report of the illness. All fatalities or accidents involving the hospitalization of three (3) or more employees shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the recordkeeper.

(251-Plus) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after their occurrence. The supervisor will provide the administrative head of the department with a verbal or telephone report of the accident as soon as possible, but not later than four (4) hours, after the accident. If the accident involves loss of consciousness, a fatality, broken bones, severed body member, or third degree burns, the Safety Director will be notified by telephone immediately and will be given the name of the injured, a description of the injury, and a brief description of how the accident occurred. The supervisor or the administrative head of the accident within seventy-two (72) hours after the accident occurred (four (4) hours in the event of accidents involving a fatality or the hospitalization of three (3) or more employees).

Since Workers Compensation Form 6A or OSHA NO. 301 Form must be completed; all reports submitted in writing to the person responsible for recordkeeping shall include the following information as a minimum:

1. Accident location, if different from employer's mailing address and state whether accident occurred on premises owned or operated by employer.
2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill

employee.

3. Title of the department or division in which the injured or ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If employee was hospitalized, name and address of hospital.
11. Date of report.

NOTE: A procedure such as one of those listed above or similar information is necessary to satisfy Item Number 4 listed under PROGRAM PLAN in Section V. ADMINISTRATION, Part b of the Tennessee Occupational Safety and Health Plan. This information may be submitted in flow chart form instead of in narrative form if desired. These procedures may be modified in any way to fit local situations as they have been prepared as a guide only.

The four (4) procedures listed above are based upon the size of the work force and relative complexity of the organization. The approximate size of the organization for which each procedure is suggested is indicated in parenthesis in the left hand margin at the beginning, i.e., (1-15), (16-50), (51-250), and (251 Plus), and the figures relate to the total number of employees including the Chief Executive Officer but excluding the governing body (County Court, City Council, Board of Directors, etc.).

Generally, the more simple an accident reporting procedure is, the more effective it is. Please select the one procedure listed above, or prepare a similar procedure or flow chart, which most nearly fits what will be the most effective for your local situation. Note also that the specific information listed for written reports applies to all three of the procedures listed for those organizations with sixteen (16) or more employees.

V. ADMINISTRATION

a. The Officer is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program.

1. The Officer may designate person or persons as he deems necessary to carry out his powers, duties, and responsibilities under this program.
2. The Officer may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Director.
3. The Director shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this program.
4. The Officer may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this program.
5. The Officer shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.
6. The Officer shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to correct any hazards or exposures observed. He shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
7. The Officer shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
8. The Officer shall maintain or cause to be maintained records required under Section VIII of this plan.
9. The Officer shall, in the eventuality that there is a fatality or an accident resulting in the hospitalization of three or more employees insure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours. ***All work-related inpatient hospitalizations, amputations and loss of an eye must be reported to TOSHA within 24 hours.***

b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this occupational safety and health program within their respective areas.

1. The administrative or operational head shall follow the directions of the Director on all issues involving occupational safety and health of employees as set forth in this plan.
2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Officer within the abatement period.
3. The administrative or operational head should make periodic safety surveys of the establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Officer along with his findings and/or recommendations in accordance with APPENDIX V of this plan.

OSHA-PROGRAM PLAN-APPENDIX I
(Example)

ORGANIZATIONAL CHART

_____ County Justice Center-81 Employees
510 West 2nd North St
_____, TN 37999
Sheriff: (555)586-3781
Jail: (555)585-2778

_____ County Courthouse- 70 employees
511 West 2nd North St
_____, TN 37999
(555)586-1931

Cherokee Park-2 Employees
3075 Don Hall Drive
_____, TN 37999
(555)586-9596

_____ County Health Department-2 Employees
331 W. Main Street
_____, TN 37999
(423)586-6324

_____ County Government Mall Office-6 Employees
College Square Mall
2550 East St.
_____, TN 37999
(423)318-1536

_____ County Highway & Sanitation Departments-48 Employees
3373 Tella Lane
_____, TN 37999
(555)586-3273

Total Number of Employees = 209

The Committee also reviewed the Sheriff's monthly activity report. One of the cars to be placed in the upcoming auction has a couple months left on financing pay off. The Mayor is asking to pay it off early. The Committee voted to approve and forward to Budget.

Commissioner German reported for the Budget Committee, which met on September 13, 2016. Commissioner German moved to approve the following Budget Amendment for the Healthcare Study and some other miscellaneous items. Commissioner Farley seconded the motion which passed unanimously. This will affect the fund balance by $7200.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 27th day of September, 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
September, 2016

Adjustment to Expenditure Accounts:		DECREASE	INCREASE
51100	County Commission		
312	Contracts w/ Private Agencies		$ 7,200.00
	Subtotal-51100		**$ 7,200.00**
51300	County Mayor		
320	Dues & Memberships		$ 125.00
348	Postal Charges		167.99
435	Office Supplies	$ 292.99	
	Subtotal-51300	**$ 292.99**	**$ 292.99**
51600	Register of Deeds		
320	Dues & Memberships		$ 699.00
349	Printing, Stationery, & Forms	$ 699.00	
	Subtotal-51600	**$ 699.00**	**$ 699.00**
51730	Building		
106	Deputies		$ 28,426.00
169	Part-time Personnel	$ 28,426.00	
338	Maintenance & Repair Services – Vehicles		500.00
355	Travel		500.00
425	Gasoline	1,000.00	
	Subtotal-51730	**$ 29,426.00**	**$ 29,426.00**

51800	County Buildings		
335	Maintenance & Repair Services - Buildings	$ 352.00	
499	Other Supplies & Materials		$ 352.00
	Subtotal-51800	**$ 352.00**	**$ 352.00**
53310	General Sessions Judge		
103	Assistants		$ 34,109.00
106	Deputies	$ 34,109.00	
	Subtotal-53310	**$ 34,109.00**	**$ 34,109.00**
54410	Civil Defense (EMA)		
335	Maintenance & Repair Services - Buildings		$ 214.50
349	Printing, Stationery, & Forms		100.00
425	Gasoline	$ 314.50	
	Subtotal-54410	**$ 314.50**	**$ 314.50**
55130	Ambulance		
196	In-Service Training	$ 300.00	
320	Dues & Memberships		$ 300.00
	Subtotal-55130	**$ 300.00**	**$ 300.00**
55720	Sanitation Education		
302	Advertising	$ 509.64	
338	Maintenance & Repair Services – Vehicles		$ 509.64
	Subtotal-53310	**$ 509.64**	**$ 509.64**
	TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	**66,003.13**	**$ 73,203.13**

Prior Estimated Expenditures	**$ 16,858,686.30**
Total Estimated Expenditures this Amendment	**$ 16,865,886.30**
Projected Fund Balance before Amendment	**$ 4,263,413.70**
Change in Fund Balance this Amendment	**($ 7,200.00)**
Estimated Ending Fund Balance as of June 30, 2017	**$ 4,256,213.70**

Commissioner German moved to approve the following budget amendment for the Agricultural Extension office to match the UT agreement. The motion was seconded by Commissioner Walker and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 27th day of September, 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
September, 2016

Adjustment to Expenditure Accounts:		DECREASE	INCREASE
57100	Agricultural Extension Service		
191	Board & Comm. Member Fees	$ 54.00	
307	Communication		$ 2,610.00
309	Contracts w/ Government Agencies		2,653.71
	Subtotal-57100	**$ 54.00**	**$ 5,263.71**
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		**$ 54.00**	**$ 5,263.71**

Prior Estimated Expenditures	**$ 16,858,686.30**
Total Estimated Expenditures this Amendment	**$ 16,863,896.01**
Projected Fund Balance before Amendment	**$ 4,263,413.70**
Change in Fund Balance this Amendment	**($ 5,209.71)**
Estimated Ending Fund Balance as of June 30, 2017	**$ 4,258,203.99**

Commissioner German moved to approve the following Library Tech Grant Fiscal Year 16-17 matching share. The motion was seconded by Commissioner Bunker and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 27th day of September, 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
September, 2016

Adjustment to Expenditure Accounts:	**DECREASE**	**INCREASE**
34635 Committed for Social, Cultural, & Rec.	$ 8,101.00	
Subtotal-34635	**$ 8,101.00**	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	**$ 8,101.00**	
Adjustment to Expenditure Accounts:	**DECREASE**	**INCREASE**
56500 Libraries		
339 Matching Share		$ 8,101.00
Subtotal-56500		**$ 8,101.00**
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		**$ 8,101.00**
Prior Estimated Expenditures		**$ 16,858,686.30**
Total Estimated Expenditures this Amendment		**$ 16,866,787.30**
Projected Fund Balance before Amendment		**$ 4,263,413.70**
Change in Fund Balance this Amendment		**$ 0.00**
Estimated Ending Fund Balance as of June 30, 2017		**$ 4,263,413.70**

Commissioner German moved to approve the following budget amendment for Courtroom Security Reserve. The motion was seconded by Commissioner Logan and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 27th day of September, 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
September, 2016

Adjustment to Expenditure Accounts:	**DECREASE**	**INCREASE**
34520 Restricted for Admin of Justice	$ 3,542.64	
Subtotal-34520	**$ 3,542.64**	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	**$ 3,542.64**	
Adjustment to Expenditure Accounts:	**DECREASE**	**INCREASE**
54110 Sheriff's Department		
399 Other Contracted Services		$ 3,542.64
Subtotal-54110		**$ 3,542.64**
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		**$ 3,542.64**
Prior Estimated Expenditures		**$ 16,858,686.30**
Total Estimated Expenditures this Amendment		**$ 16,862,228.94**
Projected Fund Balance before Amendment		**$ 4,263,413.70**
Change in Fund Balance this Amendment		**$ 0.00**
Estimated Ending Fund Balance as of June 30, 2017		**$ 4,263,413.70**

Commissioner German moved to approve the following Budget Amendment for Jail Overtime. The motion was seconded by Commissioner Rice and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 27th day of September, 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
September, 2016

Adjustment to Expenditure Accounts:		DECREASE	INCREASE
54210	Jail		
105	Supervisor Director	$ 8,000.00	
110	Lieutenants	11,000.00	
115	Sergeants	10,000.00	
148	Dispatchers	1,000.00	
160	Guards	6,000.00	
169	Part-Time Personnel	4,000.00	
187	Overtime Pay		$ 40,000.00
	Subtotal-54210	**$ 40,000.00**	**$ 40,000.00**
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		**$ 40,000.00**	**$ 40,000.00**

Prior Estimated Expenditures	**$ 16,858,686.30**
Total Estimated Expenditures this Amendment	**$ 16,858,686.30**
Projected Fund Balance before Amendment	**$ 4,263,413.70**
Change in Fund Balance this Amendment	**$ 0.00**
Estimated Ending Fund Balance as of June 30, 2017	**$ 4,263,413.70**

Commissioner German moved to approve the following Budget amendment for Public Works. The motion was seconded by Commissioner Bunker and passed unanimously.

FAYETTE COUNTY PUBLIC WORKS DEPARTMENT

115 YANCEY STREET
P.O. BOX 579
SOMERVILLE, TENNESSEE 38068

901-465-5222
FAX 901-465-9105

HANK FRANCK, Chairman
ANDREW AVERY, Secretary
JIMMY JORDAN

WESLEY PARKS
RUSSELL WICKER
JIM SMITH, Superintendent

PUBLIC WORKS FUND 131
16/17 BUDGET AMENDMENT No. 1

REVENUES	INCREASE	DECREASE	AMENDED TOTAL
47230 Disaster Relief	$159,957.00		$159,957.00
Net Total Revenues:	$159,957.00		$5,439,318.00

EXPENDITURES	INCREASE	DECREASE	AMENDED TOTAL
68000 Capital Outlay			
714 Highway Equip.	$159,957.00		$209,957.00
Net Change 68000:	$159,957.00		$2,160,616.00
Net Total Expenditures:	$159,957.00		$5,665,189.00
Est. Ending FB, June 30:			NO CHANGE

Commissioner German moved to approve the following Health Department Grant to pave the parking lot. The motion was seconded by Commissioner Wilson and passed on majority vote.

6-20-16 GG

10.3.6.9

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
11/1/2016	10/31/2017	34360-64217	

Grantee Legal Entity Name	Edison Vendor ID
Fayette County Government	24

Subrecipient or Contractor	CFDA #
☒ Subrecipient ☐ Contractor	Grantee's fiscal year end June 30

Service Caption (one line only)

Special Needs

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2017	$15,000.00				$15,000.00
TOTAL:	$15,000.00				$15,000.00

Grantee Selection Process Summary

☐ Competitive Selection	
☒ Non-competitive Selection	Grants are based on the need of the individual county pursuant to T.C.A. 68-2-901.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
HL00000188	71301000

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
FAYETTE COUNTY GOVERNMENT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health hereinafter referred to as the "State" or the "Grantor State Agency" and Fayette County Government, hereinafter referred to as the "Grantee," is for the provision of distribution of funds to local counties to meet special needs as determined by the Commissioner of Health, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 24

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Pursuant to T.C.A. 68-2-901 Grantee submitted a plan requesting funds to address specific special needs of Grantee's local health department to the State. The Commissioner of the Department of Health has reviewed Grantee's plan and approved the capital projects as detailed in Attachment 1. This grant shall supply the necessary State dollars to fund the approved request pursuant to the authority granted in T.C.A. 68-2-901.

A.3. The Grantee agrees to:

a. Utilize funds in accordance with the State approved plan for improvement as detailed in Attachment 1.

b. Maintain funds received for the State in an interest bearing account, and utilize the principal and interest earned on the principal toward the project outlined in Attachment 1.

c. Return to the State any funds not used for the activities outlined on Attachment 1.

A.4. The Grantee agrees to fulfill their obligations under this contract for special local health needs. Should the Grantee fail to do so, the State shall seek restitution, pursuant to the laws of the State of Tennessee from the Grantee for payments made under this agreement.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on 11/1/2016 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed fifteen thousand dollars ($15,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 3) prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Janice Moore, Fiscal Director
Department of Health
Health Services-Fiscal Services
6th Floor, Andrew Johnson Building
710 James Robertson Parkway
Nashville, Tennessee 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Health, Health Services - Fiscal Services
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 4).

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
The State:

Jenny Crane
Tennessee Department of Health
Division of Community Health Services
710 James Robertson Parkway
Nashville, Tennessee 37243
Jenny.Crane@tn.gov
Telephone # 615-741-0235

FAX # 615-253-4000

The Grantee:

Rhea Taylor, County Mayor
Fayette County Government
Fayette County Courthouse
Somerville, Tennessee 38068
rtaylor@fayettetn.us
Telephone # (731) 465-5202

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee 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. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is

NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee

shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison Identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as Attachment 5 to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 6.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

IN WITNESS WHEREOF,
FAYETTE COUNTY GOVERNMENT:

_____

GRANTEE SIGNATURE **DATE**

RHEA TAYLOR, COUNTY MAYOR

_____

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER DATE

ATTACHMENT 2

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 11/1/2016 END: 10/31/2017				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award [2]	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest [2]	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation [2]	0.00	0.00	0.00
18	Other Non-Personnel [2]	0.00	0.00	0.00
20	Capital Purchase [2]	15,000.00	0.00	15,000.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	15,000.00	0.00	15,000.00

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: http://www.state.tn.us/finance/act/documents/policy3.pdf).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT 2

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
Parking lot resurface and re-stripped	$15,000.00
TOTAL	$15,000.00

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 27th day of September, 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
September, 2016

Adjustment to Revenue Accounts:	INCREASE	DECREASE
46390 Other Health & Welfare Grants	$ 15,000.00	
Subtotal-46390	**$ 15,000.00**	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:	**$ 15,000.00**	

Adjustment to Expenditure Accounts:	DECREASE	INCREASE
55110 Local Health Center		
335 Maintenance & Repairs - Building		$ 22,500.00
Subtotal-55110		**$ 22,500.00**
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		**$ 22,500.00**

Prior Estimated Expenditures	**$ 16,858,686.30**
Total Estimated Expenditures this Amendment	**$ 16,881,186.30**
Projected Fund Balance before Amendment	**$ 4,263,413.70**
Change in Fund Balance this Amendment	**($ 7,500.00)**
Estimated Ending Fund Balance as of June 30, 2017	**$ 4,255,913.70**

Commissioner German moved to approve a "Waste Tire Amnesty Day" on November 5, 2016 at the tire storage area behind the Fayette County Recycling Facility, the money for which is already set aside. The motion was seconded by Commissioner Watkins.

Commissioner German moved to approve the following E-Rate Representative Authorization to allow Janis Perry of the Hatchie River Regional Library to submit the Schools and Libraries Universal Service Forms 470, 471, 486, 472/474, 498, and 500 to the Schools and Library Division on behalf of the Fayette County Library for the funding years 2016-2017-, 2017-2018, and 2018-2019. The motion was seconded by Commissioner Bunker, and passed unanimously.

This is to confirm that I authorize Janis Perry of the Hatchie River Regional Library to submit the Schools and Libraries Universal Service Forms 470, 471, 486, 472/474, 498 and 500 to the Schools and Libraries Division on behalf of the undersigned library or library system for the following funding years:

- Funding Year 2016 (2016-2017)
- Funding Year 2017 (2017-2018)
- Funding Year 2018 (2018-2019)

I also understand that in submitting these forms on my library or system's behalf, you are making certifications for our library or system. The services that our library or system is requesting are as follows (please check one):

- ☐ Telecommunications only
- ☐ Telecommunications and Internet Access
- ☐ Telecommunications, Internet Access, Internal connections, & Category 2 Services of (Cabling, Wiring, etc.)
- ☐ Other (please specify)_____

By signing this letter of agency, I make the following certifications:

a) I certify that the library system is a library under the statutory definition of libraries found in the Library and Science Technology Act, do not operate as a for-profit business, and do not have endowments exceeding $50,000,000.00.

b) I certify that the library of system has secured access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to make effective use of the services purchased as well as to pay the discounted charges for eligible services.

c) I certify that the library or system is covered, or will be covered at the time funded services are provided, by state certified technology plans, unless discounts are only being requested for basic and long distance telephone service.

d) I certify that our library or system is compliant with the Children's Internet Protection Act, unless discounts are only being requested for telecommunications.

e) I certify that the services that our library or system purchases using e-rate discounts as described in the law 47 U.S.C. Section 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value.

f) I certify that the entities eligible for support that I am representing have complied with all applicable state and local laws regarding procurement of services for which support is being sought

g) I certify that our library or system has complied with all e-rate program rules, and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments.

h) I certify that I am authorized to sign this letter of agency, and to the best of my knowledge, information and belief, all information provided to Janis Perry of the Hatchie River Regional Library for submission is true and accurate.

I also understand that while Janis Perry will file the necessary forms to the best of his/her ability, he/she will not be responsible for, nor guarantee that all information is accurate. The library or

system agrees to abide by any decision that is made by the Schools and Libraries Division upon completion of the appeals process.

I understand that persons willfully making false statements on the e-rate forms or through this Letter of Agency, can be punished by fine or forfeiture under that Communications Act, 47 U.S.C. Dec. 502 503 (b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Dec. 1001.

Telephone: _____
Number of Entity

Signature_____ Date:_____
of authorized person

Printed Name of authorized person _____

Title or Position of authorized person_____

Please retain a copy for the library's records and fax/mail/ e-mail a copy to the person who signs/submits your forms to the SLD (School and Libraries Division).

Commissioner German moved to approve the following Apple Financial Services Proposal to provide I pads for the County Commission. The agreement is for three years at a cost of $3276 annually. The motion was seconded by Commissioner Rice and passed unanimously.

Apple Financial Services
2330 Interstate 30
Mesquite, TX 75150

Financial Services

Apple Financial Services Proposal

(This is not a contract; executable contracts to follow)

Apple Financial Services is pleased to offer this proposal for the technology solution that Fayette County wishes to acquire from Apple, Inc.. For over 25 years, we have provided simple, fast and cost-effective acquisition options to more than 80,000 customers ranging from small entrepreneurial organizations to large Fortune 500 corporations. We hope to be your high performance partner in acquiring your technology.

Equipment/Software Cost $10,212.40 (Not including tax)

Equipment/Software Description iPad Air 2

	Term	Period	Purchase Option	Payment	Discount to Cash
☐	36 Months	Monthly	FMV	$279.07	2%
☐	36 Months	Annually	FMV	$3,276.37	4%

STRUCTURE First payment due one month after contract commencement.

Asset Assumptions The payment options above assume . If these percentages change, the payment may be adjusted up or down.

Equipment Location Please provide the address where the equipment will be located.

Address: _____

City, State & Zip: _____

Is this a hosting site, data center or co-location facility? ☐ YES ☐ NO

Proposal Expiration Date This proposal and payment options within are valid through 09/28/16

This proposal is based on certain underwriting and pricing assumptions and the execution of mutually acceptable documentation. Rates provided herein are subject to change based on any increase in published swap rates. If the configuration changes at any time prior to commencement, the payment may be adjusted up or down. The information herein is confidential, valid through 09/28/16, and may be withdrawn or amended at any time prior to contract commencement. The payments quoted do not include sales use, rental or property tax.

Please email this page along with required documentation (if any) by 09/28/16 to indicate your desire to enter into a agreement with Apple Financial Services.

Regards,

Katrina Morton
Direct Line: 844-474-2209
kmorton@apple.finsve.com

Commissioner German moved to approve the Mayor offering $20,000 for the property next to the landfill for later use. The property is valued at $42,000 on the tax rolls. The motion was seconded by Commissioner Watkins and passed unanimously.

Commissioner Leggett moved to approve the Mayor to start meeting with the employees regarding the healthcare plan for the coming year, pending employee approval. It will still be a Cigna plan but it is different from the current plan being used. The payments will remain the same, and those funds are still in the budget. The sign-up date is October and coverage starts in January. The motion was seconded by Commissioner Logan and passed unanimously.

Commissioner Oglesby moved to approve the following resolution to establish a county archives in Fayette County. Chairman Taylor stated that there are grants available from $5000 to $7000 to help with the start-up and then it will be up to the Commission whether they want to add any money in addition to the grant. The motion was seconded by Commissioner Farley and passed unanimously.

RESOLUTION TO ESTABLISH A COUNTY ARCHIVES IN FAYETTE COUNTY

WHEREAS, *Tennessee Code Annotated*, Title 10 Chapter 7, requires that records of permanent value be preserved and made available for public inspection; and

WHEREAS, the Secretary of the State of Tennessee, through the Tennessee State Library and Archives, advises that the most effective and economical means of achieving this public benefit with respect to the keeping of older local records is through the administration of a local government archives;

NOW, THEREFORE, BE IT RESOLVED by the county legislative body of Fayette County, meeting in regular session at the Bill G. Kelley Criminal Justice Center in Fayette County, Tennessee, that:

Section 1. The County Archives of Fayette County is hereby established as a department of county government to operate according to the rules and regulations set by the Fayette County Public Records Commission and under the direction of the County Mayor.

Section 2. Pursuant to *Tennessee Code Annotated*, Section 5-6-106(c), the County Mayor shall appoint an archives manager subject to the confirmation of the county legislative body. The manager shall report to and serve at the pleasure of the County Mayor.

Section 3. The archives shall be the repository for inactive permanent records of the County that are no longer required by county offices for current operations, and county government offices shall transfer inactive records to the archives upon the completion of their retention terms set by the public records commission.

Section 4. The archives shall hold title, dominion, and control of the said records in trust for the citizens and government of Fayette County, and shall permit no harm nor loss to the records to deprive the citizens and government of the county of the property or benefit of the said records.

Section 5. The archives shall keep and maintain the said records and shall make them available for public inspection according to the pertinent provisions of Title 10, Chapter 7 of the *Tennessee Code Annotated*, in accordance with archival standards and advice set by the state archives of the Tennessee State Library and Archives, and in accordance with rules and regulations set by the county public records commission.

Section 6. The archives shall be appropriated funds each year by the county legislative body for the necessary facilities, salaries, supplies, services, furnishings, utilities, and other costs to administer the said records.

Section 7. The archives may charge and receive copying fees for the copying of documents in the archives according to a fee schedule proposed by the county public records commission and approved by the county legislative body. Any revenue generated by such fees shall be turned over to the trustee to be deposited in the county general fund but shall be earmarked

for expenditure solely for the procurement of archival supplies and services that will help to preserve and protect the records of the county and other valuable historical documents entrusted to the care of the archives.

Section 8. The archives may, with the concurrence of the county public records commission, accept donations of historical materials that are of historical value in documenting the historical experience of the citizens of Fayette County, provided that a duly executed deed of gift, accepted on behalf of the county by the county executive, shall govern the receipt and administration of all such donations, which donations shall be held by the archives in trust for the benefit of the citizens of Fayette County.

Section 9. This resolution shall be effective upon its passage and approval, the public welfare requiring it.

Adopted this 27th day of September, 2016.

APPROVED: ATTEST:

_____ _____

County Commission Chairman County Clerk

for expenditure solely for the procurement of archival supplies and services that will help to preserve and protect the records of the county and other valuable historical documents entrusted to the care of the archives.

Section 8. The archives may, with the concurrence of the county public records commission, accept donations of historical materials that are of historical value in documenting the historical experience of the citizens of Fayette County, provided that a duly executed deed of gift, accepted on behalf of the county by the county executive, shall govern the receipt and administration of all such donations, which donations shall be held by the archives in trust for the benefit of the citizens of Fayette County.

Section 9. This resolution shall be effective upon its passage and approval, the public welfare requiring it.

Adopted this 27th day of September, 2016.

APPROVED: ATTEST:

County Commission Chairman County Clerk

Commissioner Leggett moved to approve the following Budget Amendment for the Sheriff's Department for the purchase of vehicles. The motion was seconded by Commissioner Farley and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 27th day of September, 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 Drug Control Fund #122 Budget be amended in the following words and figures, to wit:

COUNTY DRUG CONTROL FUND
BUDGET AMENDMENT
F/Y 16/17
September, 2016

Adjustment to Expenditure Accounts:		DECREASE	INCREASE
54150	Drug Enforcement		
716	Law Enforcement Equipment	$ 28,477.93	
718	Motor Vehicles		$ 28,477.93
	Subtotal-54150	**$ 28,477.93**	**$ 28,477.93**
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		**$ 28,477.93**	**$ 28,477.93**

Prior Estimated Expenditures	**$**	**105,500.00**
Total Estimated Expenditures this Amendment	**$**	**105,500.00**
Projected Fund Balance before Amendment	**$**	**60,189.00**
Change in Fund Balance this Amendment	**$**	**0.00**
Estimated Ending Fund Balance as of June 30, 2017	**$**	**60,189.00**

Commissioner Leggett moved to approve the following membership agreement with the Memphis Medical Center Air Ambulance Services, Inc. also known as the "Hospital Wing", allowing the citizens of the County to be medically transported by the Wing for the amount of what their insurance or other medical provider will pay, for a cost of $15,000 cost to the county. The motion was seconded by Commissioner Reeves and passed unanimously.

MEMBERSHIP AGREEMENT

This agreement, made this _____ day of _____, _____, by and between **MEMPHIS MEDICAL CENTER AIR AMBULANCE SERVICES, INC.** a Tennessee not-for-profit corporation, hereinafter "Hospital Wing," and Fayette, County, a county within the State of Tennessee, Hereinafter "Fayette County."

WITNESSETH:

WHEREAS, Hospital Wing is an established not-for-profit regional air medical transport service that has direct alliances with major medical specialist hospitals, including but not limited to, those in Arkansas, Mississippi, and Tennessee. Hospital Wing has operational licenses in Tennessee, Mississippi and Arkansas. Hospital Wing provides patient transport upon formal requests by responsible authorities and has bases in Memphis, Tennessee, Brownsville, Tennessee, Selmer, Tennessee, Oxford, MS and Jonesboro, AR.

WHEREAS, Fayette County is a county within the State of Tennessee encompassing the Cities of Gallaway, Grand Junction, Moscow, Oakland, Piperton, Somerville, and Williston; the Towns of Braden, La Grange, and Rossville; and the communities of Fisherville, Hickory Withe, Laconia, Liberty Hill, Macon, Yum Yum, and Zu Zu.

WHEREAS, Hospital Wing's Membership Program provides a valuable financial option when Hospital Wing's air transport is needed. Members of the program do not incur out of pocket expenses when being transported by Hospital Wing in appropriate circumstances. Members of Hospital Wing's Membership Program will not be billed any additional charges over the amount that has been paid by insurance or other medical benefits when the transport is medically necessary and appropriately requested; and

WHEREAS, Fayette County's residents are in need of a program like Hospital Wing's Membership Program that works in conjunction with insurance or any other medical benefits to provide air medical transport service when needed.

NOW, THEREFORE, in consideration of the mutual promises and covenants below, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Hospital Wing will provide its Membership Program to the residents of Fayette County.

2. When the air medical transport is medically necessary, the residents of Fayette County will not be billed any additional charges over the amount that has been paid for the air ambulance transport by their insurance or other medical benefit provider.

3. Hospital Wing's service will be available twenty-four (24) hours a day, seven (7) days a week, three-hundred and sixty-five (365) days a year at all five (5) bases.
4. The Flight Nurses currently employed by Hospital Wing meet all regulations set forth by both state and federal regulations. They are trained in advanced medical procedures such as intubation and chest tube insertions. All Hospital Wing Flight Nurses will maintain advanced medical certifications (ACLS, BTLS, PALS, TNCC and CEN). All Flight Nurses employed by Hospital Wing will maintain a current National Registry EMT-Basic License, at a minimum.

5. All Flight Paramedics currently employed by Hospital Wing will maintain a current National Registry Paramedic License. All meet the regulations set forth by both state and federal regulations. All of Hospital Wing's Flight Paramedics will maintain advanced certifications (FP-C, CCEMPT-P). All of Hospital Wing's flight paramedics will be BLS, ACLS, NRP and PALS certified.

6. Hospital Wing's Pilots meet all regulations set forth by the Federal Aviation Administration. The pilots will satisfactorily complete all FAA check rides and ground training required by Hospital Wing's FAA approved training program.

7. Hospital Wing's Maintenance Technicians will meet all regulations set forth by the Federal Aviation Administration. Hospital Wing requires all technicians to hold an A & P License. Hospital Wing's aircraft are maintained in accordance with the manufacturers recommended inspection program.

8. The aircraft flown by Hospital Wing are equipped with satellite tracking systems, XM Satellite Weather Radio and Auto-Pilot. Each Aircraft is air-conditioned and heated for patient comfort. The aircraft are configured to transport three (3) crew members and one (1) patient.

9. Hospital Wing's Membership Program is NOT insurance. Hospital Wing's Membership Program works in conjunction with insurance or any other medical benefits paid. So long as Fayette County's enrollment in Hospital Wing's Membership Program remains current and the medical air transport is medically necessary and requested by the appropriate authorities, Fayette County residents will not owe any additional payments after all insurance and/or other benefit payments are made to Hospital Wing. Hospital Wing will accept payment from insurance or other medical benefits providers as payment in full for a Hospital Wing Flight. In the event a Fayette County resident is uninsured or if the medical air transport is not covered by the member's insurance or other health benefits, when medical air transport is medically necessary and requested by the appropriate authorities, that resident will be billed for the air transport services provided by Hospital Wing at the Medicare Standard Reimbursement Rate (approximately $5,500).

10. The payments received by Hospital Wing from the insurance and other medical benefits providers of those enrolled in its membership Program shall not exceed regular Hospital Wing charges.

11. Hospital Wing's Membership Program will cover all individuals currently residing in Fayette County. In the event of a flight it may be required of the individual to show proof of residency. Satisfactory proof will consist of but will not be limited to, State or Federal Issued Picture Identification, Utilities Service Bill, or Tag Registration. For minors who may lack these set-forth forms of proof, the legal guardians may be required to show a previous year's tax return that shows dependency, adoption paperwork, legal guardian paperwork or birth certificate. While the definition of "resident" used for the purpose of this agreement requires maintenance of a domicile in Fayette County for a period of six (6) months or longer prior to the time the medical transport is needed, minor children under the age of six (6) months old are covered by the agreement so long as their parents or legal guardians are residents of Fayette County. Lastly, Full-Time College Students to the age of twenty-six (26), who have parents or legal guardians residing in Fayette County are covered by this agreement even if they are attending a college, full-time, that is located outside of Fayette County. For the purposes of this agreement, domicile shall mean a person's true, fixed and permanent home and place of habitation; it is the place where he or she intends to remain, and to which he or she expects to return when he or she leaves without intending to establish a new domicile elsewhere. Undocumented aliens cannot establish domicile in Fayette County, regardless of the length of residence in the county.

12. The residents of Fayette County who are covered by Hospital Wing's Membership Program need not be physically in Fayette County at the time the medical air transport is needed. The Membership Program applies to medical air transport needed while the resident is in any area serviced by Hospital Wing. Hospital Wing's coverage area encompasses one-hundred and fifty (150) miles from each base.

13. If any residents of Fayette County are already individual or family members of Hospital Wing's Membership Program, their membership will automatically fall under the county wide membership upon the expiration date.

14. Hospital Wing's Membership Program does not cover ground ambulance services.

15. In the event Hospital Wing's medical air transport services are medically necessary, Fayette County residents shall not call Hospital Wing directly. Only emergency medical service providers, the fire department, first responders, law enforcement and hospital personnel may contact Hospital Wing to arrange transport for Fayette County residents, and transport is only available when it is medically necessary. If a flight is deemed non-approved, Hospital Wing reserves the right to bill the patient 50% of the normal rate. Further, Hospital Wing reserves

the right to refuse flights requested by individuals or entities that are not emergency medical service providers, the fire department, first responders, law enforcement or hospital personnel.

16. Within thirty (30) days of the execution of this agreement, Hospital Wing shall make available to the residents of Fayette County Hospital Wing Car Decal(s) for their vehicles, which are to be placed in the lower left hand corner of the vehicle's back window.

17. Hospital Wing does not guarantee that the patient being transported will be taken to a hospital of his or her choosing. The determination as to which hospital the patient will be transported will depend on the referring and receiving doctor's acceptance, the hospital's capacity, the type of injury sustained, as well as the patients preference.

18. Hospital Wing does not guarantee medical air transport to residents of Fayette County. Priority is given to patients in the order in which the request for transports is made. Further, in many cases Hospital Wing can only guarantee transports for patients up to three-hundred (300) pounds and or a width of twenty-seven (27) inches. Hospital Wing cannot guarantee transports on patients exceeding these parameters. Other appropriate operational flight considerations must be met for transport (i.e. weather, mileage to include coverage area, helicopter availability, crew availability, the total weight of all individuals and equipment being transported, etc).

19. In the event Hospital Wing cannot transport a Fayette County resident, Hospital Wing will not provide reimbursement for any costs incurred to the resident for medical air transport by another service. Likewise, in the event Hospital Wing is not contacted regarding the need of a Fayette County resident for medical air transport, Hospital Wing will not provide reimbursement for any costs incurred to the resident for medical air transport by another service. In no event will Hospital Wing reimburse any portion of the membership fee paid by Fayette County due to medical air transport provided to its residents by another service.

20. In exchange for the enrollment of its residents into Hospital Wing's Membership Program, Fayette County agrees to pay a membership fee in the amount of Fifteen Thousand Dollars and zero cents ($15,000) for the first year of enrollment. This fee is based on the current population of 39,165 residents of Fayette County based on a historical actuarial review of the county. Hospital Wing will also transport any prisoner / inmate that is incarcerated by Fayette County to the most appropriate medical facility within the Hospital Wing service area, providing that it is medically necessary. The $15,000 Membership Fee is to be paid in one (1) payment at the beginning of the current year's fiscal budget. If Fayette County fails to make this payment within thirty (30) days of the due date, then a late charge of 10% per annum will be assessed. If Fayette County falls more than sixty (60) days late on

this payment, then its enrollment in the Membership Program will be suspended, and Hospital Wing will not be obligated to provide air transport during the suspension. If Fayette County pays the entire amount owed within fifteen (15) days of suspension, then the program will be reinstated. Hospital Wing will not provide any reimbursement for expenses incurred to Fayette County residents during the period of suspension.

21. The term of this Agreement shall be one (1) year from and after the _____ day of _____, _____, and shall renew automatically from year to year thereafter, unless renegotiated or terminated as provided herein. If the population of Fayette County substantially increases or decreases, then on the anniversary date of this agreement, either party may renegotiate the membership fee. In addition, Hospital Wing will perform an actuarial analysis every three years. Following this analysis, contractual amounts may be increased or decreased based upon the results. Each party may terminate this Agreement without cause, breach or penalty, upon not less than thirty (30) days written notice at any time during or after the initial term. Any cancellation with or without cause by either party shall be without prejudice to other rights at law or in equity. In the event the contract is cancelled prior to the end of a term, Fayette County will not receive any reimbursement from Hospital Wing for the membership fees already paid.

22. No delay or omission by either party to exercise any right or remedy under this agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

23. Neither party shall be liable or deemed at fault of this agreement for any delay or failure to perform caused by acts of God, war, disaster, strikes, or any similar cause beyond the control of either party.

24. In the event any part or parts of this agreement are held to be unenforceable, the remainder of this agreement shall continue in effect.

25. Any notice to be provided under this Agreement shall be given by sending such certified or registered mail to the other party the address noted herein below:

If to Hospital Wing:

Memphis Medical Center Air Ambulance Services, Inc.
1080 Eastmoreland Avenue
Memphis, TN 38104

If to Fayette County:

Fayette County Chancery Clerk
Fayette County Courthouse
P.O. Box 220
Somerville, TN 38068

26. The parties hereto shall each designate at least one (1) officer or employee to serve as continuing liaison or coordinator for the purposes of effectuating the intent of the parties and the efficient management of the services provided under this Agreement.

27. Hospital Wing shall carry general and professional liability insurance and provide certificates evidencing such to Fayette County upon request. Hospital Wing shall carry general and professional liability insurance in the minimum amounts of $1,000,000 per occurrence and $3,000,000 annual aggregate. Hospital Wing shall provide Fayette County written notice in advance of the effective date of the lapse, cancellation or termination of said insurance coverage. In the event this should occur, Fayette County may cancel this Agreement as of the effective date of lapse unless the condition is immediately rectified to the satisfaction of Fayette County, in which event this Agreement shall thereupon be reinstated.

28. No alterations, amendments, or changes to this Agreement shall be valid or binding unless in writing and signed by authorized representatives of both parties hereto.

29. The terms of this Agreement shall in all respects be governed by the law of the State of Tennessee.

30. This Agreement constitutes the entire agreement between the parties. Each party acknowledges that any statements or documents not specifically referenced and made a part of this agreement shall not have any effectiveness.

* * *

IN WITNESS WHEREOF, the parties hereto have executed the Agreement by signature of their duly authorized representatives, on the day and year first written above.

MEMPHIS MEDICAL CENTER AIR AMBULANCE SERVICES, INC.
1080 Eastmoreland Avenue
Memphis, TN 38104

By: _____

Title: _____
AUTHORIZED REPRESENTATIVE of
MEMPHIS MEDICAL CENTER AIR AMBULANCE SERVICES, INC.

FAYETTE COUNTY, TENNESSEE
P.O. Box 220
Somerville, TN 38068

By: _____

Title: _____
AUTHORIZED REPRESENTATIVE of
FAYETTE COUNTY, TENNESSEE

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

_____
Rhea Taylor, County Mayor

ATTEST:

_____
Sue W. Culver, County Clerk

NOTARY LIST
OCTOBER 25, 2016

CONNIE R. BRAMLETT

KATIE DOYLE

JESSICA N. FERGE*

SHARON HOWARD

ALICIA L. NICHOLS

LATOYA PARKER*

ANDRA TORRENCE

*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 October 11, 2016

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

Connie	Rena	Bramlett
FIRST	MIDDLE	LAST

Residence Address: 675 Burrowtown Road
STREET ADDRESS

Mason	TN	38049
CITY	STATE	ZIP

Name of Employer: 31-W Insulation Co.

Principal Business Address: 675 Burrowtown Road
STREET ADDRESS

Mason	TN	38049
CITY	STATE	ZIP

Telephone: (residence) (901) 867-0358 (business) (901) 233-5108

Date of Birth: 02/02/1965

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

12/21/2016

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?.

Connie R. Bramlett

Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, Connie R Bramlett, **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 12 **day of** October, 20 16

My Commission expires: 2-23-2019

Marie B

NOTARY PUBLIC

MARIE E. BURRISS
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
MY COMMISSION EXPIRES 2-23-2019

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):

Katie (FIRST) _____ Payle (LAST)

Residence Address: 5433 Shetland Trail Cv (STREET ADDRESS)

Arlington (CITY) TN (STATE) 38002 (ZIP)

Name of Employer: Miner Johnston Douglas

Principal Business Address: 124 East Market St (STREET ADDRESS)

Somerville (CITY) TN (STATE) 38068 (ZIP)

Telephone: (residence) 901 604 7045 (business) 901 465-3117

Date of Birth: 10/12/78

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

12/3/2016

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? Katie Doyle

Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, Katie Doyle, 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 12th day of October, 20 16.

My Commission expires: 5-1-19

STACIE M SPRAY
STATE OF TENNESSEE NOTARY PUBLIC
FAYETTE COUNTY

Stacie M. Spray
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 8-31-16

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

Jessica (FIRST) Nicole (MIDDLE) Ferge (LAST)

Residence Address: 1170 Monroe Rd. (STREET ADDRESS)

Whiteville (CITY) TN (STATE) 38075 (ZIP)

Name of Employer: Ferge Auctions & Realty, LLC

Principal Business Address: 315 S. Bass Ave. (STREET ADDRESS)

Whiteville (CITY) TN (STATE) 38075 (ZIP)

Telephone: (residence) 901-262-8403 (business) 731-254-9191

Date of Birth: 8-28-81

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?

Jessica Nicole Ferge

Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, Jessica N Ferge **, 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 28 **day of** September, 20 16.

Bonny Allen

NOTARY PUBLIC Deputy Clerk

My Commission expires:

COUNTY CLERK SEAL FAYETTE COUNTY TENN.

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 9/21/16

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

Sharon — FIRST
Howard — LAST
MIDDLE

Residence Address: 105 Sugar Maple Trail
STREET ADDRESS

Oakland — CITY
TN — STATE
38060 — ZIP

Name of Employer: Ring Container

Principal Business Address: 1 Industrial
STREET ADDRESS

Oakland — CITY
TN — STATE
38060 — ZIP

Telephone: (residence) (901) 832-4785 (business) (901) 466-7400

Date of Birth: 8/17/62

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

N/A = expired

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? N
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? N
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? N
5. Have you ever been removed from office as a Notary Public for office misconduct? N
6. Have you ever had a Notarial Commission revoked or suspended by this or any other state? N
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? N
8. Is there any other reason that you are legally disqualified from holding the office of a Notary Public? N
9. Are you a United States citizen or Legal permanent resident? Y

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

X Sharon Howard
Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, Sharon Howard **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 12th **day of** Oct, 2016

Sue W. Culver
NOTARY PUBLIC

My Commission expires: 05/29/2018

SUE W. CULVER
STATE OF TENNESSEE NOTARY PUBLIC
FAYETTE COUNTY

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 10/12/2016

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

Alicia L Nichols

FIRST MIDDLE LAST

Residence Address: 4652 Chester St.

STREET ADDRESS

Arlington TN 38002

CITY STATE ZIP

Name of Employer: River Bluff Title, LLC

Principal Business Address: 124 E. Market St.

STREET ADDRESS

Somerville TN 38068

CITY STATE ZIP

Telephone: (residence) (901) 653-6237 (business) 901-235-6906

Date of Birth: 12/23/1992

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?

Alicia Nichols

Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, Alicia Nichols **, 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 12th **day of** October**, 20**16**.**

Stacie M. Spray

NOTARY PUBLIC

My Commission expires
5-1-19

STACIE M SPRAY
STATE OF TENNESSEE NOTARY PUBLIC
FAYETTE COUNTY

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 09/23/16

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

Latoya ~~Michelle~~ Parker

FIRST MIDDLE LAST

Residence Address: 225 Oakland hills Dr.

STREET ADDRESS

Oakland TN 38060

CITY STATE ZIP

Name of Employer: Self-Employed

Principal Business Address: 225 Oakland hills Dr.

STREET ADDRESS

Oakland TN 38060

CITY STATE ZIP

Telephone: (residence) 901 317 8811 (business) 901-317 8811

Date of Birth: 11-09-1984

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? 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 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? Latoya Parker

Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, Latoya Parker, **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 23 **day of** Sept, 2016.

My Commission expires:

A. Longee M. Hilliard
NOTARY PUBLIC

A. LONGEE M. HILLIARD
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF FAYETTE

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 10.14.2016

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

ANDRA | | TORRENCE
FIRST | MIDDLE | LAST

Residence Address: 6981 Hearthside Cove
STREET ADDRESS

Memphis | TN | 38119
CITY | STATE | ZIP

Name of Employer: AgriScapes, LLC

Principal Business Address: 275 Mann Drive
STREET ADDRESS

Piperton | TN | 38017
CITY | STATE | ZIP

Telephone: (residence) 901-246-3951 (business) 901-854-2646

Date of Birth: 06/18/1955

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

11.13.16

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? Andra Torrence

Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, Andra Torrence, **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, this 14th **day of** Oct, **20** 16.

My Commission expires:

08/31/2016

COUNTY CLERK SEAL FAYETTE COUNTY TENN.

Sue D. Culver

NOTARY PUBLIC

DEVELOPMENT COMMITTEE

October 10 , 2016

Minutes

Present

Wilson Bunker Logan

1. Election of Committee Chairman
   - Wilson nominated by Logan – Elected by acclamation
2. Election of Committee Vice-chairman
   - Bunker nominated by Logan – Elected by acclamation
3. Grass and Dilapidated Housing resolution amendments
   - The committee discussed changes suggested by the Mayor at the last Commission meeting
   - Motion by Bunker, seconded by Logan to delete the word "repeal" and substitute "made subordinate" in Section 11 part (b). Motion passed
   - Motion by Bunker, seconded by Logan to make the following changes:
     i. Remove the words "request permission from the County Commission to" in Section 7 part (b)
     ii. Remove the words "financial ability" and replace with "means" in Section 7 part (f)
     iii. Remove the words "parcels upon which an" and "is located" in the first full sentence of Section 8 part (a)
     iv. Replace the word "non-structural" with "non-structure" in Section 7 part (a)
     v. Replace the word "structural" with "structure in Section 7 part (b) and part (d)
     vi. Replace "initiated" with "initiate a" in Section 7 part (b)
     vii. Add part (d) to Section 11: " (c) The intent of this ordinance regarding existing structures, and all future structures, is that they be in compliance with our zoning code and all other applicable laws. Also that aesthetically the structure(s) be in keeping with what is acceptable in the community of location, and that this ordinance does not interfere with an individual's right to seek redress."
     viii. Add "but not limited to, all court costs, attorney's fees, expert testimony costs, court secretary, transcript costs" to Section 7 part (b) and part (f)
     ix. Add "heirs, assigns, and other transfers" to Section 7 part (b)(2)
     x. Add "The official date of the notice shall be listed on the notice." to Section 7 part (b)
     xi. Add "with a copy of the notice attached to the door of the structure. Notice may be satisfied by personal service." to Section 7 part (b)
4. Beer Board nominee – Lou Hall
   - Beer Board member Fred Hall has turned in his resignation. His wife Lou Hall said she would serve.
   - Mayor Taylor put her name in nomination. Motion by Wilson, seconded by Bunker, to recommend acceptance by the Commission. Motion passed.

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

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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

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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) Concerning ~~non-structural~~ non-structure complaints, i~~I~~f 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 ~~non-structural~~ 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) Concerning ~~structural~~ structure complaints, 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 structural condition thereafter will notifiy the landowner to remedy the condition within 30 days. The official date of notice shall be the date listed on the notice. Notice shall be sent by certified or registered mail and notice shall be served on the property with a copy of the notice attached to door of the structure. Notice may be satisfied by personal service. If the condition is not remedied within the 30 day time frame or an acceptable plan to remedy the condition has not been submitted to the Building Commissioner within 14 days from delivery of the notice, the Building Commissioner may ~~request permission from the County Commission to~~ ~~initiated~~ initiate a suit in the appropriate court to have the landowner correct the condition. Each day in violation of the County's ordinance shall constitute a new violation and is subject to a $50 fine. All costs associated with remedying the structural condition shall be borne by the landowner. The County shall ask the court for all costs associated with enforcement of the violation, including, but not limited to, all court costs, attorney's fees, expert testimony costs, court secretary, transcript cost and all fines that may be imposed. The landowner shall also have signage placed to be visible at all locations around the structure showing that the structure is in violation of the County's policy, and the signage is to remain in place until the condition is resolved.

(1) Any plan to correct an identified condition must have these elements:

a. A list of actions and the associated costs to remedy each condition
b. Financial assurance that the owner has the ability to complete the work; this may be provided by bank letter of credit, a bond or by any instrument that is acceptable by the County Attorney
c. A time frame to complete the remediation that ends no later than 100 days from the time the notice of violation is received by the owner.

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(2) The plan shall be binding on the owner, heirs, assigns, and other transfers; and shall act as another cause of action if it is violated.

(c~~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.

(d~~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. Additionally, for a property found to be in violation of a ~~structural~~ structure complaint, there shall be a $50 fine for each day in violation after the opportunity of a hearing has ended.

(e~~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.

(f) If the appropriate court finds that the owner does not have the ~~financial ability~~ means to correct the identified condition, then a lien shall be placed against the property for all costs of enforcement, including, but not limited to, all court costs, attorney's fees, expert testimony costs, court secretary, transcript cost and all fines that may be imposed. The lien shall be expeditiously settled as directed by the County Attorney, with the stipulation that any sale include a condition that the plan in 7(b)(1) be submitted by the purchaser and approved by the Building Commissioner.

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.

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(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 made subordinant~~repealed~~.

(c) The intent of this ordinance regarding existing structures, and all future structures, is that they be in compliance with our zoning code and all other applicable laws. Also that aesthetically the structure(s) be in keeping with what is acceptable in the community of location, and that this ordinance does not interfere with an individual's right to seek redress.

Formatted: Underline

DRAFT

Mayor Skip,

Following are some underlined changes in that last paragraph:

(c) The intent of this ordinance, regarding existing structures and all future structures, is that they be in compliance with our zoning code and all other applicable laws and to declare that Fayette County shall not be responsible for repairing or demolishing privately owned existing structures. Also, aesthetically, future structure(s) shall be in keeping with what is acceptable in the community of location. This ordinance does not interfere with County Government's or any individual's right to seek redress through the appropriate court.

HEALTH & WELFARE COMMITTEE
Minutes
October 10, 2016

Present
Dacus Reeves Leggett Goodroe German

1) Election of Chairman
   - Reeves nominated by Dacus – Elected by acclamation
2) Election of Vice – Chairman
   - Leggett nominated by Dacus – Elected by acclamation
3) Ambulance Reports
   - The committee reviewed the Collections report and the total runs made. The full runs report was not available from 9-1-1 office.
4) Ambulance Director resignation
   - Sam McKnight has turned in his resignation, to be effective in January 2017.
   - Mayor Taylor told the committee he plans to have a Director ready for confirmation by November, since the Commission usually does not meet in December.
5) Dog and Cat registration RFP (Request for Proposals)
   - Mayor Taylor reported to the committee he had not been able to get any more information from Online Dog Licensing.
   - Comm. Goodroe said he had re-read the proposals and that Online Dog Licensing would require the County to provide man-power. This would negate any savings we would see.
   - The committee approved a motion by Goodroe, seconded by Leggett, to award the contract to Pet Data, Inc., after the Mayor has been able to negotiate on the cost.
6) Budget Amendment – Health Department
   - The State removed an unfilled Dental assistant position from the Health Department and lowered the grant amount.
   - Motion by Leggett, seconded by Dacus, to recommend approval. Motion passed.
7) Budget Amendment – Cost of Living for Health Department employees
   - This amendment is for the Cost of living for those employees who paid by the State through the County.
   - Motion by Leggett, seconded by Dacus, to recommend approval. Motion passed.

Meeting adjourned.

PERSONNEL COMMITTEE
October 10, 2016
Minutes

Present

Oglesby

Rice

Dacus

Cox

1. Election of Chairman
    - Oglesby nominated by Cox – Elected by acclamation
2. Election of Vice-Chairman
    - Dacus nominated by Rice – Elected by acclamation
3. Employee Health Insurance update
    - Mayor Taylor reported to the committee that the employees had been going to mandated insurance meetings to explain the new health insurance plan.
    - The individual employee's insurance will be paid. If an employee chooses to add family members, they can use the individual employee insurance premium as a credit toward the family plan.
    - There will be no additional cost to the individual employee plan, but the family plan has increased and the employee will have to pay the increase.
    - The County has the right to go out to bid and leave the State plan with 90 days notice.
    - The insurance broker we used estimated our insurance premiums would increase 20% or more, based upon our past history.
4. Veteran's Officer
    - Retha LeBlanc, Fayette County Veteran's Service Officer, has turned in her resignation effective in December.
    - Mayor Taylor may have a nomination at this Commission meeting, and no later than the November meeting.

Meeting adjourned.

EDUCATION COMMITTEE
Minutes
October 11, 2016

Present

Cox	Lillard
Watkins	Bunker

1. Election of Chairman
    - Lillard nominated by Watkins – Elected by acclamation
2. Election of Vice-Chairman
    - Watkins nominated by Cox – Elected by acclamation
3. Archives Fee resolution
    - Mayor Taylor presented a resolution that would assess a fee on all permanent records coming through the court system and any other county office of five dollars ($5.00). This revenue would go toward funding the County Archives to preserve county records.
    - After discussion, a motion to recommend approval was made by Bunker, seconded by Cox. Motion passed.

Meeting Adjourned.

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE
Minutes
October 11, 2016

Present

Kelley Rice Goodroe Leggett Watkins Seals

1. Election of Chairman
    - Kelley nominated by Seals – Elected by acclamation
2. Election of Vice-Chairman
    - Seals nominated by Leggett – Elected by acclamation
3. Williston Fire Station Audit Fee request
    - The Town of Williston has requested that we share in the unexpected audit cost of the new fire station. The request from Williston is for $900, half the cost of the audit.
    - After discussion, it was disclosed that there was about $200 in additional costs.
    - Motion by Leggett, seconded by Seals, to recommend approval of $1,000 toward the requested expenses. Motion passed
4. Sheriff's Report
    - The committee reviewed the Sheriff's activity report.
    - Sheriff Riles reported that he was having a high turnover of dispatchers and jails.
    - The committee asked that the Mayor and Sheriff come back next month with some suggestions on retaining employees.

Meeting adjourned.

BUDGET COMMITTEE
Minutes
October 11, 2016

Present

German	Wilson	Reeves	Oglesby	Kelley	Logan
Seals	Lillard				

1. Election of Chairman
    - German nominated by Lillard –Elected by acclamation
2. Election of Vice-Chairman
    - Wilson nominated by Oglesby – Elected by acclamation
3. Williston Fire Station Audit Fee request
    - The Town of Williston has requested that we share in the unexpected audit cost of the new fire station. The request from Williston is for $900, half the cost of the audit.
    - After discussion, it was disclosed that there was about $200 in additional costs.
    - Motion by Kelley, seconded by Seals, to recommend approval of $1,000 toward the requested expenses. Motion passed
4. Budget Amendment – General
    - Mayor Taylor presented a budget amendment to move funds to pay for telephone installation consultant and to put funds for the iPads in the right place.
    - Motion by Reeves, seconded by Wilson, to recommend approval. Motion passed.
5. Budget Amendment – Health Department
    - The State removed an unfilled Dental assistant position from the Health Department and lowered the grant amount.
    - Motion by Reeves, seconded by Wilson, to recommend approval. Motion passed.
6. Budget Amendment – Cost of Living for Health Department employees
    - This amendment is for the Cost of living for those employees who paid by the State through the County.

- Motion by Reeves, seconded by Logan, to recommend approval. Motion passed.

7. National Joint Powers Alliance (NJPA) purchasing agreement
    - Mayor Taylor presented a purchasing agreement from NJPA for pre-bid items. Tennessee law allows us to purchase through other governmentally bid agreements.
    - After discussion, the committee voted to recommend approval on a motion by Logan, seconded by Seals.
8. Archives Fee resolution
    - Mayor Taylor presented a resolution that would assess a fee on all permanent records coming through the court system and any other county office of five dollars ($5.00). This revenue would go toward funding the County Archives to preserve county records.
    - After discussion, a motion to recommend approval was made by Lillard, seconded by Logan. Motion passed.
9. Arlington Lagoon CDBG Grant project acceptance
    - The Arlington Lagoon restoration project that was financed by a CDBG grant has been rebid. This bid has been accepted by Somerville, who participated in a grant with us.
    - The engineering firm is recommending acceptance.
    - After discussion, the committee voted to recommend approval on a motion by Logan, seconded Reeves.

Meeting Adjournment

Resolution to Request County Financial Assistance with Audit Cost
October 3, 2016

Whereas, the Board of Commissioners for the City of Williston have successfully applied for, and received, a Community Development Block Grant to construct a new fire department; and

Whereas, the City of Williston incurred costs of $1,800 for an unexpected audit related to the construction of the facility; and

Whereas, the fire department plays a role in the fire coverage of areas outside of Williston in Fayette County;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Williston, meeting in regular session on the 3rd day of October, 2016, a request is made that Fayette County assist with the cost of the financial audit related to the Community Development Block Grant in an amount of $900, which equals one-half the cost of the audit.

Audrey McQueen

Audrey McQueen, Mayor

ATTEST:

E. Ann Blackmore

City Clerk

CITY OF WILLISTON, TN.
P. O. Box 131
Williston, TN. 38076

WILLISTON FIRE DEPARTMENT
LEASE AGREEMENT

THIS AGREEMENT made and entered into this the 1st day of July, 2006 by and between the City of Williston, herein after referred to as Lessor, and FAYETTE COUNTY, TENNESSEE, a governmental entity, hereinafter referred to as Lessee.

Subject to the terms and conditions herein expressed, Lessor hereby leases to Lessee and Lessee hereby hires from Lessor the equipment and property described in Schedule 1 attached hereto and made a part hereof, or described in any subsequent schedules that may hereinafter be made a part hereof, hereinafter referred to as equipment.

SECTION I – TERM OF LEASE

THE TERM of this lease shall be Thirty (30) years beginning July 1, 2006.

SECTION II – RENT

IN CONSIDERATION for the leasing of the property (as listed in Section VI), Lessee agrees to provide the Lessor as rent for the property fire service, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support within the Williston municipal limits to the same extent as such services are provided by the lessee in the unincorporated areas of the county. The existing volunteer firemen of the City of Williston will be incorporated into the Fayette County Fire Department, and will be subject to the rules and procedures of the Fayette County Fire Department.

SECTION III – APPARATUS PAYMENT

In addition the total sum of Nine-Thousand Six-Hundred & Twenty ($9,620) Dollars, paid to Lessor by lessee in one payment, upon the execution of this lease, receipt of which is hereby acknowledged, in further consideration for the entire term of this lease. This shall be payment for the matching share of the 2005 Assistance to Firefighters Grant awarded to Lessor and shall be additional consideration for renting fire fighting equipment and property, as described in Schedule 1, which is attached hereto.

SECTION IV – CARE OF PROPERTY

LESSEE shall use property in a careful and proper manner and shall comply with all laws, ordinances and regulations relating to the possession, use or, maintenance of the real property. Lessee shall have the right to move the equipment to another Fayette County Fire Station for a period not to exceed seven calendar days. Upon approval of Lessor, the equipment may be moved for a longer period of time.

SECTION V – MAINTENANCE AND REPAIR

LESSEE at its own cost and expense shall keep property in good repair, condition and working order. Lessee shall see that the real property and equipment is not subjected to careless or needless rough usage. Lessee may choose not to repair any piece of equipment and to return it to Lessor if the cost of repair exceeds its value. Lessee shall have the right to decide if said equipment is worth repairing or if it wants to return said equipment to Lessor. . However, the lessee's obligations shall not terminate in less than five years and only pursuant to Section IX. Leasee shall use only licensed and reputable dealers for such repairs.

54310 – 790
W – 179

SECTION VI – RETURN OF PROPERTY

ON THE expiration or early termination of this lease, Lessee shall return the real property and equipment to Lessor in good repair, ordinary wear and tear resulting from proper use thereof alone. If Fayette County decides to build a structure to house the property and equipment, then Fayette County may return the present Fire Station to the City of Williston and continue with this agreement

SECTION VII – ACCEPTANCE OF EQUIPMENT AND PROPERTY

LESSEE shall inspect the real property and equipment within seven calendar days after receipt of same. At the time of acquiring the equipment, a complete and thorough list of equipment shall be delivered to the Lessee for his inspection. Unless Lessee within the given time gives written notice to Lessor specifying any defect in the property or equipment, the Lessee agrees that it shall be conclusively presumed between Lessor and Lessee that Lessee has fully inspected the real property and equipment, accepts that it is in good condition and repair, and Lessee is satisfied with and has accepted property in such good condition and repair. Lessor is under a duty of good faith and must report all defects, repairs, or problems regarding all equipment leased hereunder to Lessee. The property shall include the fire station at 6860 Highway 76, as long as the property is under the control of the Lessor and within the terms of this agreement. Lessor shall not sell the equipment during the term of the lease.

SECTION VIII – RISK OF LOSS OR DAMAGE

LESSEE hereby assumes all risk of loss and damage to property from any cause. No loss or damage to property will cause an objection by Lessor under this lease, which will continue in full force and effect. In the event of loss or damage to property, Lessee shall have the option to:

A. Replace the same in good repair;

B. Replace the same with like property in good repair, which property shall become the subject of this lease.

C. With respect to the building housing the fire equipment, which is part of this lease, the county has the option of paying any insurance received from the destruction of the building and building another building elsewhere to satisfy this agreement.

SECTION IX – EARLY TERMINATION OF LEASE

Neither Lessor nor Lessee shall have the right to terminate this lease for five years from the date of this lease. After five years the Lessor or Lessee can terminate this lease and reclaim possession of its personal property, Lessor or Lessee can terminate this lease by giving the other party six months written notice by certified mail that it intends to terminate the lease.

Upon the completion of said term and having given the Lessee six months written notice by certified mail that the Lessor intends to terminate the lease, the Lessor shall pay Lessee in full the equivalent of five percent of the appraised value of the apparatus, not to exceed $9620.00 in which matching share was made by Lessee in Section III.

SECTION X – OBLIGATON TO INSURE

LESSEE at it own expense, shall keep property insured from such risks and in such amount as Lessor shall require, shall maintain a loss payable endorsement in favor of Lessor, afforded to Lessor such additional protection as Lessor shall require and shall maintain liability insurance satisfactory to Lessor.

All such insurance shall name Lessor as insured. The policy shall provide that they may not be cancelled or altered without thirty days prior written notice to Lessor and the loss payable endorsement shall provide that all amounts payable by reasonable loss or damage to the property shall be payable only to Lessor. Lessee shall deliver to Lessor evidence satisfactory to Lessor of all such insurance. In the event of such insured loss, Lessor shall rebuild or replace the structure and equipment if net insurance proceeds are adequate therefore, unless the parties otherwise agree in writing.

SECTION XI – INDEMITY OF LESSOR

LESSEE shall indemnify Lessor, which includes its elected board members and agents, against all claims, actions, proceedings, cost, damages, and liabilities including attorney's fees, arising out of, connected with, or resulting from the use of the equipment, including without limitations, the manufactured, section, delivery, possession, use operation, or return thereof.

SECTION XII – NOTICES

ANY communications between Lessor and Lessee, payments and notices provided herein to be given or made shall be given or made by mailing the same to Lessor at the City of Williston, C/O Mayor of Williston, P.O. 313, Williston, TN 38076, and to Lessee at Fayette County Mayor's Office, P.O. Box 218, Somerville, TN 38068, or to such other addresses as either party may in writing hereinafter indicate.

SECTION XIII – ATTORNEY'S FEES

IN THE event that any action is filed in relation to this lease, attorney's fees shall go to the prevailing party.

IN WITNESS WHEREOF, the parties have executed this Agreement, this the 8th day of August, 2006.

Ricky McQueen
LESSOR
8-18-06

LESSEE
8/8/06

August 18, 2006
Marilyn L Conerly
Commission expires:
May 30, 2007

REBECCA N. CORADINI
NOTARY PUBLIC AT LARGE
FAYETTE CO., TENNESSEE

August 8, 2006
Rebecca N. Coradini
Commission Expires:
April 4, 2010

10.3.2.1

General Services Committee
Tuesday, June 13, 2006

Chairman Lillard opened the meeting at 6:30 pm with commissioners Dowdy, German, Allen, Leifer being present. Commissioners Graves and Campbell were absent.

The Williston Fire Contract was approved on a motion by German, second by Allen and passed to Budget.

Fire Dept. Report was received for information only.

Budget Amendments for the general fund were approved and passed to budget on a motion by Leifer, second by Dowdy.

Budget Amendments for education were approved and passed to budget on a motion by Leifer, second by Dowdy.

School Board—Sales Tax Shortage—Myles Wilson reported the shortage in sales tax revenue was between $300—$350,000 at the present time. As documents were not available to the committee before hand, this was moved to budget with no recommendation.

There being no further business, the meeting was adjourned at 6:55 pm on a motion by Allen, second by Dowdy.

Respectfully submitted:

Joann Allen, Secretary

Approved, David Lillard, Chairman

10.3.3.1

MINUTES
BUDGET COMMITTEE
Tuesday, June 20, 2006

The Budget Committee met on Tuesday, June 20, 2006 at 6:30 p.m. at the Fayette County Courthouse in Somerville, Tn. with Chairman Bob Doll presiding. Members present were Commissioners Yancey, Fowler, Oglesby, Harris and Tomlin.

Agenda Item 1- Williston Fire Agreement

Committee Action:

Motion by Commissioner Tomlin seconded by Commissioner Harris to recommend approval to the County Commission. Motion passed.

Agenda Item 2- Budget Amendment- General Fund

Committee Action:

Motion by Commissioner Fowler seconded by Commissioner Tomlin to recommend approval to the County Commission. Motion passed.

Agenda Item 3- Budget Amendment- Capital Projects

Committee Action:

Motion by Commissioner Tomlin, seconded by Commissioner Harris to recommend approval to the County Commission. Motion passed.

Agenda Item 4- Budget Amendment- Solid Waste

Committee Action:

Motion by Commissioner Oglesby and seconded by Commissioner Fowler to recommend approval to the County Commission. Motion passed.

Agenda Item 5- Budget Amendment Education

Committee Action:

Motion by Commissioner Oglesby and seconded by Commissioner Fowler to recommend approval to the County Commission. Motion passed.

Agenda Item 6- Resolution- Litter Grant

Committee Action:

Motion by Commissioner Fowler and seconded by Commissioner Harris to recommend to the County Commissioner acceptance of grant. Motion passed.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 25th day of October, 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
October, 2016

Adjustment to Expenditure Accounts:		**DECREASE**	**INCREASE**
51100	County Commission		
309	Contracts w/ Government Agencies		$ 1,000.00
	Subtotal-51100		**$ 1,000.00**
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:			**$ 1,000.00**
Prior Estimated Expenditures			**$ 16,905,239.65**
Total Estimated Expenditures this Amendment			**$ 16,906,239.65**
Projected Fund Balance before Amendment			**$ 4,243,503.99**
Change in Fund Balance this Amendment			**($ 1,000.00)**
Estimated Ending Fund Balance as of June 30, 2017			**$ 4,242,503.99**

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 25th day of October, 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
October, 2016

Adjustment to Expenditure Accounts:		**DECREASE**	**INCREASE**
51100	County Commission		
312	Contracts w/ Private Agencies		$ 3,300.00
331	Legal Services	$ 3,300.00	
	Subtotal-51100	**$ 3,300.00**	**$ 3,300.00**
51300	County Mayor		
302	Advertising	$ 1,000.00	
	Subtotal-51300	**$ 1,000.00**	
51310	Personnel Office		
302	Advertising	$ 2,000.00	
	Subtotal-51310	**$ 2,000.00**	
51710	Development Office		
302	Advertising	$ 2,000.00	
	Subtotal-51710	**$ 2,000.00**	
51800	County Buildings		
708	Communication Equipment		$ 10,000.80
	Subtotal-51800		**$ 10,000.80**

52100	Accounting & Budgeting		
337	Maintenance & Repair Services Office Equip		$ 116.00
349	Printing, Stationery, & Forms	$ 116.00	
	Subtotal-52100	**$ 116.00**	**$ 116.00**
52500	County Clerk's Office		
317	Data Processing Services	$ 451.00	
320	Dues & Memberships		$ 451.00
	Subtotal-52500	**$ 451.00**	**$ 451.00**
53500	Juvenile Court		
302	Communication	$ 1,538.80	
309	Contracts w/ Gov't Agencies		$ 1,418.80
320	Dues & Memberships		120.00
	Subtotal-53500	**$ 1,538.80**	**$ 1,538.80**
54410	Civil Defense (EMA)		
302	Advertising	$ 2,000.00	
	Subtotal-54410	**$ 2,000.00**	
55110	Local Health Center		
320	Dues & Memberships		$ 200.00
435	Office Supplies	$ 200.00	
	Subtotal-55110	**$ 200.00**	**$ 200.00**
55130	Ambulance Service		
302	Advertising	$ 2,000.00	
	Subtotal-55130	**$ 2,000.00**	
58220	Airport		
302	Advertising	$ 1,000.80	
	Subtotal-58220	**$ 1,000.80**	
58300	Veteran's Office		
302	Advertising	$ 400.00	
499	Other Supplies & Materials		$ 400.00
	Subtotal-58300	**$ 400.00**	**$ 400.00**

TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	**$ 16,006.60**	**$16,006.60**
Prior Estimated Expenditures		**$ 16,905,239.65**
Total Estimated Expenditures this Amendment		**$ 16,905,239.65**
Projected Fund Balance before Amendment		**$ 4,243,503.99**
Change in Fund Balance this Amendment		**$ 0.00**
Estimated Ending Fund Balance as of June 30, 2017		**$ 4,243,503.99**

October 21, 2016

After continued discussion with Judge Gallagher, he has requested changes be made to the budget amendment that was presented to the Budget Committee at their last meeting. I have produced additional budget amendments for your consideration per his requests that:

1) The additional appropriation to cover the expenses for housing accused juvenile offenders per the contracts with other government agencies NOT come from existing appropriations in his budget, but from the General Fund balance.
2) The budget appropriations for housing accused juvenile offenders should not come from Juvenile Court, but should be placed in a different function. In the same manner as the expenses for housing adult accused offenders fall under the Jail function.

As I stated above I have produced additional budget amendments:

1) A revised "No Fund Balance Change" amendment that could be passed in place of the one presented to committee with or without any other amendment.
2) A new "Judge's request" amendment that would pull the funds for the appropriation from Fund Balance, but keep it in the Juvenile Court function.
3) A new "Judge's request" amendment that would pull the funds for the appropriation from Fund Balance, and put that appropriation in a new function "Juvenile Services".

Thank you,
Charles McNab

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 25th day of October, 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
October, 2016

Adjustment to Revenue Accounts:		**INCREASE**	**DECREASE**
46310	Health Dept. Programs		$ 23,200.00
	Subtotal-46310		**$ 23,200.00**
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:			**$ 23,200.00**

Adjustment to Expenditure Accounts:		**DECREASE**	**INCREASE**
55160	Dental Health Program		
162	Clerical Personnel	$ 17,600.00	
201	Social Security	1,094.00	
204	State Retirement	1,431.00	
205	Employee Insurance	2,819.00	
212	Employer Medicare	256.00	
	Subtotal-55160	**$ 23,200.00**	
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		**$ 23,200.00**	

Prior Estimated Expenditures	**$ 16,905,239.65**
Total Estimated Expenditures this Amendment	**$ 16,882,039.65**
Projected Fund Balance before Amendment	**$ 4,243,503.99**
Change in Fund Balance this Amendment	**$ 0.00**
Estimated Ending Fund Balance as of June 30, 2017	**$ 4,243,503.99**

GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
34360-17017	50151	GG1750151-01	2

Contractor Legal Entity Name	Edison Vendor ID
Fayette County Government	24

Amendment Purpose & Effect(s)

4.25% increase to full time employee at less than $50K.

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** 06/30/2017

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$1,400**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017	$258,816.00	$4,521.00	$7,363.00		$270,700.00
TOTAL:	$258,816.00	$4,521.00	$7,363.00		$270,700.00

American Recovery and Reinvestment Act (ARRA) Funding: ☐ YES ☒ NO

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Speed Chart (optional)	Account Code (optional)
HL00000188	71301000

OCR USE

GG1750151-02

AMENDMENT ONE
OF GRANT CONTRACT GG1750151-01

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Fayette County Government, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.1. is deleted in its entirety and replaced with the following:

C.1 Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract Exceed Two Hundred Seventy Thousand Seven Hundred Dollars ($270,700.00). The Grant Budget, attached and incorporated hereto as Attachment 1, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

2. Grant Contract Attachment 1 is deleted in its entirety and replaced with the new Attachment 1 attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective ten (10) days following the last signature. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

FAYETTE COUNTY GOVERNMENT:

_____

GRANTEE SIGNATURE **DATE**

RHEA TAYLOR, COUNTY MAYOR

_____

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

_____

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER **DATE**

ATTACHMENT 1

GRANT BUDGET

(BUDGET PAGE 1)

FAYETTE COUNTY GOVERNMENT - LOCAL HEALTH SERVICES

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2016, and ending June 30, 2017.

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries [2]	$184,600.00	$0.00	$184,600.00
2	Benefits & Taxes	$57,900.00	$0.00	$57,900.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$19,000.00	$0.00	$19,000.00
6	Telephone	$500.00	$0.00	$500.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings [2]	$6,200.00	$0.00	$6,200.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$2,500.00	$0.00	$2,500.00
16	Specific Assistance To Individuals [2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$270,700.00	$0.00	$270,700.00

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: http://www.tn.gov/finance/act/documents/policy3.pdf).

2 Applicable detail follows this page if line-item is funded.

ATTACHMENT 1 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

SALARIES										AMOUNT
Amber Spracher, Breastfeeding Peer Counselor	$	1,701.00	x	12	x	80%				$16,329.60
Heather Johnson Davenport, Dental Assistant	$	2,279.00	x	12	x	100%	+	$ 1,500	Longevity	$28,848.00
VACANT, Public Health Office Assistant	$	1,785.00	x	2	x	100%				$3,570.00
Shane Rasner, Dentist	$	10,527.00	x	12	x	100%	+	$ 1,400	Longevity	$127,724.00
Jeannie Moore, Lay Outreach Worker - TENNder Care	$	10.47	x	52	x	15				$8,166.60
TOTAL ROUNDED										**$184,600.00**

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Routine travel	$6,200.00
TOTAL	**$6,200.00**

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 25th day of October, 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
October, 2016

Adjustment to Revenue Accounts:		**INCREASE**	**DECREASE**
46310	Health Dept. Programs	$ 1,400.00	
	Subtotal-46310	**$ 1,400.00**	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:		**$ 1,400.00**	

Adjustment to Expenditure Accounts:		**DECREASE**	**INCREASE**
55160	Dental Health Program		
133	Paraprofessionals		$ 1,100.00
201	Social Security		69.00
204	State Retirement		81.00
205	Employee Insurance		134.00
212	Employer Medicare		16.00
	Subtotal-55160		**$ 1,400.00**
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:			**$ 1,400.00**

Prior Estimated Expenditures	**$ 16,905,239.65**
Total Estimated Expenditures this Amendment	**$ 16,906,639.65**
Projected Fund Balance before Amendment	**$ 4,243,503.99**
Change in Fund Balance this Amendment	**$ 0.00**
Estimated Ending Fund Balance as of June 30, 2017	**$ 4,243,503.99**

National Joint Powers Alliance®

NATIONAL JOINT POWERS ALLIANCE
JOINT POWERS AGREEMENT

10.3.6.6

This Agreement, made effective on the date hereof, is between the National Joint Powers Alliance® (hereinafter referred to as "NJPA") and Fayette County Government (hereinafter referred to as "Governmental Unit").

Recitals

WHEREAS, NJPA asserts it is a Minnesota Service Cooperative created and governed under Minnesota Statute §123A.21; and

WHEREAS, under Minnesota Statute §471.59, NJPA is permitted to enter into agreements with other governmental units in the United States and Canada to jointly or cooperatively exercise any power common to the contracting powers or similar powers, as deemed necessary; and

WHEREAS, Governmental Unit asserts it is authorized by its Statutes to utilize contracts competitively solicited by another governmental unit; and

WHEREAS, Governmental Unit and NJPA desire to enter into a "Joint Exercise of Powers Agreement" for the purpose of Governmental Unit accessing available contracts for goods and services from NJPA Awarded Vendors;

NOW THEREFORE, NJPA and the Governmental Unit hereby agree as follows:

Agreement

1. NJPA will make its contracts for commodities and services and/or other NJPA services available to the Governmental Unit. The Governmental Unit will be deemed a non-voting Participating Member.

2. The Governmental Unit may utilize the contracts or services procured or offered through NJPA to purchase supplies, equipment, materials and services hereinafter referred to as "goods and services" for its eligible users.

3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the purchasing of goods and services as they pertain to the laws of their state or nation.

4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days' written notice to the other party.

5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.

6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party's respective laws.

7. To purchase commodities or services from NJPA's contracts, the Governmental Unit must issue a purchase order or other subsequent agreement in accordance with the terms and conditions of NJPA's contracts and any requirements applicable to the Governmental Unit's governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of NJPA's contract. The Governmental Unit will not use the goods available under NJPA's contracts for purposes of resale.

8. Pursuant to Minn. Stat. §471.59, subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.

9. There shall be no financial remunerations by the Governmental Unit to NJPA for the use of NJPA's procurements, contracts or agreements or the payment of any membership fee to NJPA.

10. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body, if required by law.

11. The NJPA contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, MN Statute Sec. 471.345.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date hereof.

Member Name:	**National Joint Powers Alliance®**
By _____	_____
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
Its Fayette County Mayor	_____
TITLE	TITLE
_____	_____
DATE	DATE

JOINT EXERCISE OF POWERS
AGREEMENT

National Joint Powers Alliance®

ORGANIZATION INFORMATION **(** Required Fields)**

Reference:
Minnesota Joint Exercise of Powers
M.S. 471.59

Applicant Name: ** _____

Address: ** _____

City, State, Zip ** _____

Federal ID Number: _____

Contact Person: ** _____

Title: ** _____

E-mail: ** _____

Phone: _____

Website: _____

Participating Agency
Joint Exercise of Powers Authority
granted under State Statute

_____

APPLICANT ORGANIZATION TYPE:

- ☐ K-12
- ☐ Government or Municipality (please specify: _____)
- ☐ Higher Education
- ☐ Other (please specify: _____)

I WAS REFERRED BY: (please specify)

- ☐ Advertisement _____
- ☐ Current NJPA Member _____
- ☐ Vendor Representative _____
- ☐ Trade Show _____
- ☐ NJPA Website _____
- ☐ Other _____

Completed applications may be returned to:

National Joint Powers Alliance ®

202 12TH Street NE

Staples, MN 56479

Duff Erholtz

Phone 218-894-5490

Fax 218-894-3045

E-mail duff.erholtz@njpacoop.org

RESOLUTION TO ESTABLISH AN ARCHIVES AND RECORDS MANAGEMENT FEE IN FAYETTE COUNTY

WHEREAS, *Tennessee Code Annotated*, Section 10-7-408, authorizes county legislative bodies to establish and collect an archives and records management fee not to exceed five dollars ($5.00) per document filed in county offices creating public records, except the register of deeds, with the funds collected through this fee to be designated exclusively for duplicating, storing, and maintaining any records required by law to be permanently kept; and

WHEREAS, the county legislative body, having established a county public records commission as required by law, has determined that it is in the best interests of the county that such an archives and records management fee be established and collected;

NOW, THEREFORE, BE IT RESOLVED by the county legislative body of Fayette County, Tennessee, meeting in regular session at Somerville, Tennessee, that:

SECTION 1. An archives and records management fee is hereby established in the amount of five dollars ($5.00) per document filed in all county offices creating public records, including but not limited to the county clerk, the county trustee, the sheriff, the county assessor, the county mayor, and the county legislative body (but not including the register of deeds and clerks of court).

SECTION 2. An archives and records management fee is hereby established in the amount of five dollars ($5.00) per document filed with the clerks of all courts in Fayette County for the purpose of initiating a legal proceeding.

SECTION 3. The funds collected through this fee shall be remitted to the county general fund to be appropriated for use exclusively for duplicating, storing, and maintaining records required by law to be permanently kept.

SECTION 4. The fee imposed by this resolution shall take effect on the first day of the month following the passage and approval of this resolution, for all other purposes this resolution shall be effective upon its passage and approval, the public welfare requiring it.

SECTION 5. Upon passage and approval of this resolution, a copy shall be mailed or delivered in person by the County Clerk to every office responsible for collecting the fee imposed by this resolution.

SECTION 6. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this resolution 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.

ADOPTED this _____ day of _____, 20___.

APPROVED:

_____
County Mayor

ATTEST:

_____
County Clerk

WILLIAM E. WRIGHT

[redacted]

TOP SECRET SECURITY CLEARANCE
CITIZENSHIP: United States

EDUCATION

Grantham University
Bachelors of Science in Multidisciplinary Studies **Graduate 2016**

Pennsylvania State University
Certificate of Training Resilience **Graduate 2009**

Joint Special Operations University
Joint Special Operations Course **Graduate 2008**

CAREER OBJECTIVE

Senior administrative management executive seeking challenging position with a progressive company that values truly outstanding performance and uncommon dedication

HIGHLIGHTS of QUALIFICATIONS

- 11 years of Senior-Level Human Resource Management experience in a Joint Service Military and Government Environment.
- 20+ years of Military Leadership experience to include supervising military personnel while on several deployments.
- Equal Opportunity Representative Certified
- Strong track record providing highly effective vision and corporate leadership.
- Sound balance between attention to detail, big picture thinking and efficient execution of projects.
- Work well with all levels of employees throughout the organization.
- Experienced in leading diverse teams of experts towards a common goal; skilled at creating consensus.
- Expert in coordinating Interagency/International Events
- Extensive overseas travel in both governmental and civilian capacity.

PROFESSIONAL EXPERIENCE

11/05/2012 to Present Hrs. per week: 4+ Contact Representative
Responsibilities include: Providing technical assistance to applicants in the preparation of required documents to support taxpayer claims. Uses sound judgment in determining appropriate course of action to resolve customer disputes. Possess extensive knowledge in handling sensitive and unique issues and problems to produce a positive outcome. Review documents for accuracy and completion before submission. Listens and resolves customer complaints while reducing tensions and escalation.

05/01/2009 to11/05/2012 Hrs. per week: 40+, Network Operations Supervisor, U.S. Army Reserve Command, Atlanta GA
Responsibilities include: Advises, guides, and assists subordinate units on difficult military personnel matters. Reviews and interprets regulations, directives, and reports pertinent to these functions. Writes instructions to announce and implement procedures on diverse and complex military personnel management programs. Supervised and performed communications and installation and communications operations. Served as Operation Planner conducting studies of after action reviews and made recommendations to the Director of Operations. Analyzed, organized and gathered data for the Homeland Defense and Civil Support mission at the U.S. Army Reserve Chemical Division. Plan, coordinate, and supervise all resources. Develops and executes logistics support for the entire program hosting 800-1000 soldiers. Evaluate and assess effectiveness of the exercises.

02/18/2008 to 05/01/2009. Hrs. per week: 40+, Transition Team Communications Supervisor U.S. Army

Responsibilities included: Coordinates, integrates, and supervised the installation, operations and maintenance of telecommunications systems networks in Kuwait and Iraq. Established and enforced protective measures required in the handling of secret/classified material and facilitated security procedures during unusual circumstances while operating in a combat environment.
Responsible for over $5 million of assigned Theater Property using attention to detail skills to ensure no loss of property.

10/10/2005 to 02/18/2008. Hrs. per week: 40+, Joint Communications Specialist, Kadena Air Force Base, Okinawa, Japan
Responsibilities included: Coordinated operations and planning for contingency operations involving Army, Air Force, Navy and Marines in the event of a terrorist attack, civil disturbance or other emergencies. Responsible for the Development of briefings, operations orders, memorandums and operational procedures Installed, operated, maintained and supervised secure communications and radio communications nets. Implemented communications policies and directives promulgated by the Joint, Special Operations Command and United States Pacific Command. Other duties included positions such as Physical Security Manager for the unit. Advise Reservists on benefits of staying in the Army Reserve. Recommend training to staff to improve performance. Develop performance plans for staff evaluation.

08/03/1998 to 10/10/2005 Emergency Action Center Supervisor, Pentagon, Washington, DC

Responsibilities include: Supervisor of the Department of Defense command and control voice communications center comprised of 24 military and civilian personnel as well as coordinated and monitored units, equipment and personnel supporting Military Support to Civil Authorities during conditions of civil defense, natural disasters and domestic emergencies. Served as an Equal Opportunity Representative at the Pentagon; advised senior leadership on procedures to conduct equal opportunity (EEO) training and professional enhancement training including classes such as Prevention of Sexual Harassment (POSH) Training. Managed budget and equipment totaling over 750,000 dollars, Prepares written report of the survey and inspection findings, and assures necessary corrective actions are taken by the agency surveyed Promote continuous safety

awareness throughout the Command and monitoring conduct of safety councils, procuring/developing and distributing brochures, newsletters, posters; conducting special campaigns, and implementing the safety awards/incentive program. Prepare safety guidelines and letters of instruction for low and normal safety risk activities. Established, plans, organizes, manage, or perform professional work. Manage safety programs for the Command. Review plans, policies, and procedures for compliance with appropriate occupational safety laws, regulations, and guidelines. Administer information, physical evidence, communication, and personnel security programs. Inspect operations and activities through safety, environmental, and security audits/surveys to detect unsafe, improper, or unsecured working conditions, equipment, and work practices. Ensures classified materials are safeguarded and handled, stored and transmitted properly.

TRAINING/CERTIFICATION

2003 Advance Network Operations Chief Course, Fort Gordon, GA
2000 Equal Opportunity Management Course, Pentagon, Washington, DC
2000 Customer Relations Course, Pentagon, Washington, DC
1996 Basic Telecommunications Chief Course, U.S Army Signal School, Fort Gordon, GA
1992 Network Switching System Systems Operator Course U.S Army Signal School

FEMA-IS 00100.a Introduction to Incident Command System

FEMA-IS 00200.b Initial Action Incident

FEMA-IS 00700.a National Incident Management System (NIMS)

FEMA-IS 00800.b National Framework, An Introduction

RECOGNITIONS and AWARDS

Bronze star, Meritorious Service Medal, Army Commendation Medal (2nd Award), Army Achievement Medal, Army Good Conduct Medal, National Defense Service Medal with Bronze Star, Armed Forces Expeditionary Medal (2nd Award), Southwest Asia Service Medal with 2 Bronze Service Star, Global War on Terrorism Service Medal, Iraqi Campaign Medal with Campaign Star, Armed Forces Reserve Medal and Mobilization (2nd Award), Non Commissioned Officers Professional Development Ribbon with Numeral, Army Service Ribbon, Overseas Service Ribbon(3rd Award), North Atlantic Treaty Organization Medal, Kuwait Liberation Medal

TENNESSEE DEPARTMENT OF REVENUE

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

October 8, 2016

Month of: SEPTEMBER
Tot. Collections: $608,892.16
Cost of Admin: $6,850.04
Net Collections: $602,042.12

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	$60,613.81	$681.91	$59,931.90
SOMERVILLE	$87,442.54	$983.73	$86,458.81
LAGRANGE	$262.02	$2.95	$259.07
MOSCOW	$11,771.92	$132.43	$11,639.49
OAKLAND	$242,996.80	$2,733.71	$240,263.09
ROSSVILLE	$19,138.98	$215.31	$18,923.67
GALLAWAY	$43,294.12	$487.06	$42,807.06
BRADEN	$2,403.55	$27.04	$2,376.51
WILLISTON	$440.20	$4.95	$435.25
PIPERTON	$139,711.64	$1,571.76	$138,139.88
GRAND JUNCTION	$816.58	$9.19	$807.39

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.

Sales Tax

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

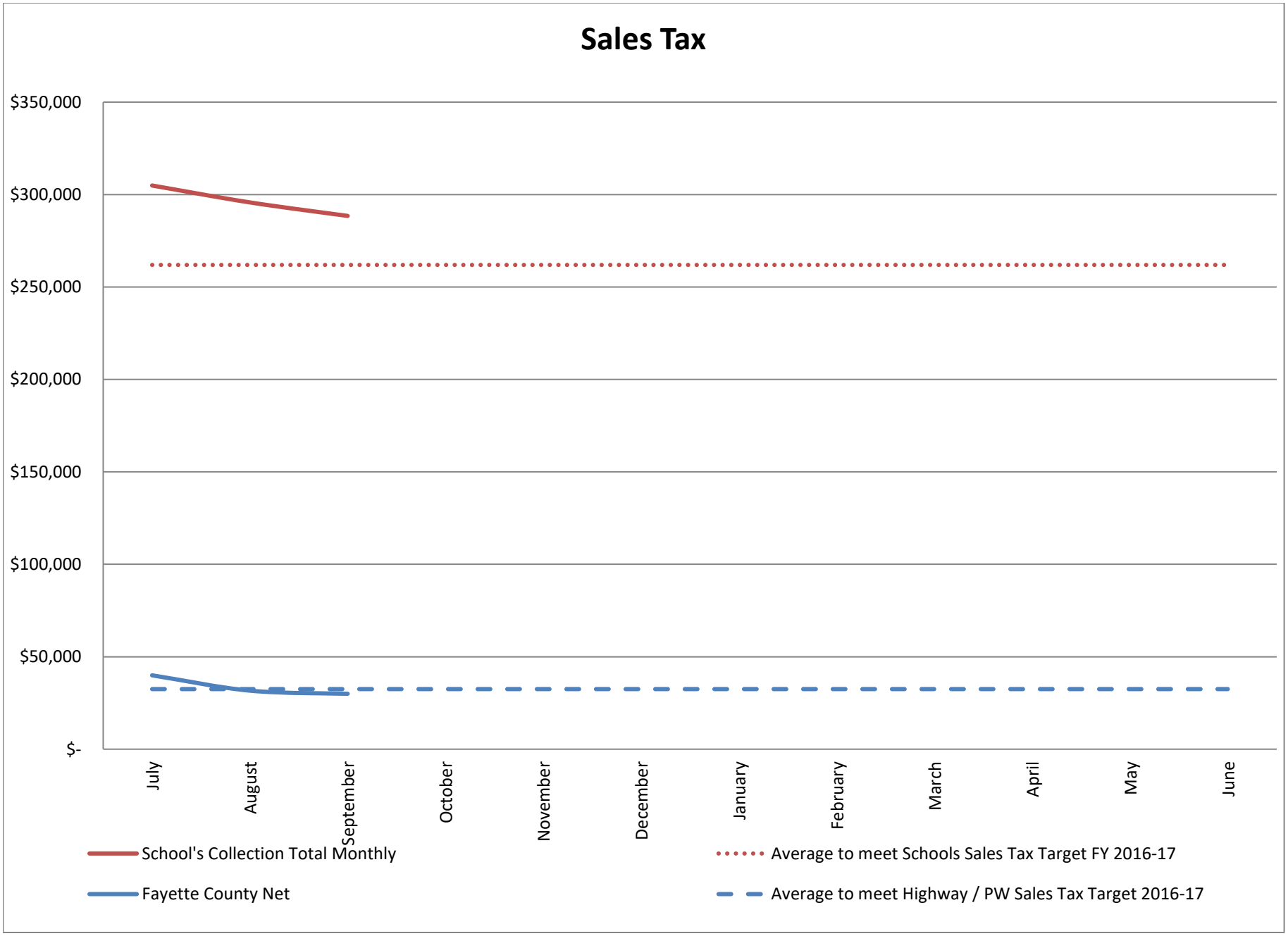
Revenue by Month
(Net Collections)

		County Total	Fayette County Collections	Fayette County Net	Piperton	School's Collection Total Monthly	Year-To-Date School Amount	School Avg Monthly Collections	Estimated Tax Collections
	July	$ 634,516	$ 79,884	$ 39,942	$ 135,931	$ 304,901	v	$ 304,901	$ 261,953
	August	$ 617,964	$ 63,313	$ 31,657	$ 145,469	$ 295,758	v	$ 300,329	$ 523,906
	September	$ 602,042	$ 59,932	$ 29,966	$ 138,140	$ 288,463	v	$ 296,374	$ 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						**$ 889,121**	$ -	$ 3,143,436

Collected Sales Tax to Public Works	$	101,564
Current Avg Monthly	$	33,855
Public Works Estimated Monthly	$	32,500
Projected Ending	$	406,258
Public Works Sales Tax Budget:	$	390,000
Annual Projected Over/(Under) Budget:	$	16,258

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

14.2


Sales Tax
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$-
July
August
September
October
November
December
January
February
March
April
May
June
School's Collection Total Monthly
Average to meet Schools Sales Tax Target FY 2016-17
Fayette County Net
Average to meet Highway / PW Sales Tax Target 2016-17

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

BILL HASLAM
Governor

RICHARD H. ROBERTS
Commissioner

OCTOBER 07, 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 SEPTEMBER, 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	187.16
SOMERVILLE EDUCATION	24.01
LAGRANGE EDUCATION	1.03
MOSCOW EDUCATION	4.32
OAKLAND EDUCATION	51.41
ROSSVILLE EDUCATION	6.99
GALLAWAY EDUCATION	5.28
BRADEN EDUCATION	2.19
WILLISTON EDUCATION	3.07
PIPERTON EDUCATION	12.67
GRAND JUNCTION EDUCATION	.03
TOTAL ALLOCATION FOR FAYETTE COUNTY EDUCATION	$298.16
FAYETTE COUNTY GENERAL PURPOSE	187.16
GRAND TOTAL ALLOCATION	$485.32

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: Sept 2016 | Permits Issued:29 | Fees Collected:$6348

TOTAL BY CIVIL DISTRICT AND PURPOSE

CD #	HOUSES	MOBILE	BUSINESS	INDUSTRY	ADDITIONS	OTHER	CD# TOTAL
#01	1					1	2
#02	1					2	3
#03					1		1
#04							0
#05	1						1
#06	2						2
#07	2				1	1	4
#08						2	2
#09	2					2	4
#10							0
#11		1				1	2
#12	1					2	3
#13							0
#14	1	1			1	1	4
#15					1		1
TOTAL	11	2	0	0	4	12	29

MONTHLY REVENUE REPORT		PREVIOUS FISCAL YEAR	
BUILDING PERMITS	$5,548	BUILDING PERMITS	$3,683
ROAD CONS. REVIEW FEES	$0	ROAD CONS. REVIEW FEES	$0
BEER PERMITS	$0	BEER PERMITS	$0
APPEALS BOARD FEES	$300	APPEALS BOARD FEES	$0
REZONING FEES	$0	REZONING FEES	$0
SUBDIVISION REVIEW FEES	$300	SUBDIVISION FEES	$50
REINSPECTION FEES	$200	REINSPECTION FEES	$200
ORDINANCE COPY FEES	$0	ORDINANCE COPY FEES	$0
GIS MAP & DATA FEES	$0	GIS MAP & DATA FEES	$0
MONTHLY TOTAL	$6,348	MONTHLY TOTAL	$3,933
BEGINNING BALANCE	$5,625	BEGINNING BALANCE	$12,138
MONTHLY TOTAL	$6,348	MONTHLY TOTAL	$3,933
YEAR TO DATE	$11,973	YEAR TO DATE	$16,071

ADEQUATE FACILITIES TAX BY FISCAL YEAR

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	$1,746		**$34,201**
Oct-15		$15,144					$7,756	$16,443	$4,058	$1,469		**$44,870**
Nov-15		$7,743					$5,571	$1,439	$3,729	$2,674		**$21,156**
Dec-15		$12,118	$881				$11,128	$13,582	$3,606			**$41,315**
Jan-16	$1,594	$11,424					$12,762	$7,209	$6,490	$3,369		**$42,848**
Feb-16	$0	$9,169	$0	$0	$0	$0	$4,781	$3,726	$5,058	$37,127	$0	**$59,861**
Mar-16	$1,096	$30,966				$60	$10,862	$5,628	$3,846	$1,301		**$53,759**
Apr-16	$0	$25,560	$0	$0	$0	$0	$10,051	$10,236	$9,757	$1,217	$0	**$59,003**
May-16	$0	$20,498	$188	$0	$0	$0	$10,026	$8,580	$6,355	$0	$0	**$45,647**
Jun-16												
	$5,671	**$183,334**	**$1,069**	**$0**	**$0**	**$60**	**$118,611**	**$79,951**	**$53,160**	**$48,903**	**$0**	**$492,941**

DATE	BRADEN	FAYETTE	GALLAWAY	GRAND JUN	LAGRANGE	MOSCOW	OAKLAND	PIPERTON	ROSSVILLE	SOMERVILLE	WILLISTON	TOTAL
Jul-16		20,955					9,836	8,771	54,181			**93,743**
Aug-16	0	19,275	0	0	0	0	31,505	1,909	2,050	3,274	0	**58,013**
Sep-16	0	19,839	0	0	0	0	24,417	6,854	109	0	0	**51,219**
Oct-16												
Nov-16												
Dec-16												
Jan-17												
Feb-17												
Mar-17												
Apr-17												
May-17												
Jun-17												
		60,069					**65,758**	**17,534**	**56,340**			**202,975**