

FAYETTE COUNTY
BOARD OF COUNTY COMMISSIONERS
Tuesday, September 27, 2016 – 7:00 p.m.

AGENDA
Order of Business

1. **CALL TO ORDER** Chairman
2. **ROLL CALL** Clerk
3. **INVOCATION** Comm. Homer Bunker
4. **PLEDGE OF ALLEGIANCE**
5. **COMMENTS ON NON - AGENDA ITEMS (10 MINUTE MAXIMUM)**
6. **APPROVAL OF MINUTES**
 - 6.1 August 23, 2016
7. **RESOLUTIONS OF MEMORIALS, SYMPATHY AND COMMENDATIONS**
8. **PUBLIC HEARINGS**
 - 8.1 Zoning Resolution Relative to Signs & Lot Combinations
9. **ELECTIONS, APPOINTMENTS AND CONFIRMATIONS**
 - 9.1 Election of Notaries Public
 - 9.2 Adoption of Rules and Procedures
 - 9.3 Election of Chairman
 - 9.3.1 Resolution Setting Salary of Chairman
 - 9.4 Election of Chairman Pro Tempore
 - 9.4.1 Resolution Setting Salary of Chairman Pro Tempore
 - 9.5 Election of Committees
 - 9.6 Library Board Nominations
 - Cindy Matlock
 - Tommy Perkins
 - Betty Rosser
 - Johnny Vaughan
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 – September 12, 2016
 - 10.3.1.2 Grass Ordinance – “Dilapidated Property”
- 10.3.2 Health and Welfare Committee
 - 10.3.2.1 Minutes – September 12, 2016
- 10.3.3 Personnel Committee
(Did not meet)
- 10.3.4 Education Committee
 - 10.3.4.1 Minutes – September 13, 2016
- 10.3.5 Criminal Justice and Public Safety Committee
 - 10.3.5.1 Minutes – September 13, 2016
 - 10.3.5.2 OSHA Resolution
- 10.3.6 Budget Committee
 - 10.3.6.1 Minutes – September 13, 2016
 - 10.3.6.2 Budget Amendment – 101 – Healthcare Study & Misc.
 - 10.3.6.3 Budget Amendment – 101 – Adj. Ag Extension to Match UT Agreement
 - 10.3.6.4 Budget Amendment – 101 – Library Tech Grant FY1617 matching Share
 - 10.3.6.5 Budget Amendment – 101 – Courtroom Security Reserve
 - 10.3.6.6 Budget Amendment – 101 – Jail Overtime
 - 10.3.6.7 Budget Amendment – 131 – Public Works #1
 - 10.3.6.8 Arlington Lagoon – Bid recommendation of Award
 - 10.3.6.9 Health Dept. Paving Grant Contract
 - 10.3.6.9.1 Budget Amendment – 101 – Health Dept. Paving Contract
 - 10.3.6.10 Waste Tire Amnesty Day
 - 10.3.6.11 E-Rate Representative Authorization – Janis Perry, Hatchie River Regional Library
 - 10.3.6.12 iPad Information
 - 10.3.6.13 Property next to Landfill - \$20K offer

10.4 **Reports of Special Committees**

11. **NEW BUSINESS**

- 11.1 Healthcare Coverage Information
- 11.2 Archives Resolution
- 11.3 Budget Amendment – 122 – Move Funds for Vehicle Purchase
- 11.4 Air Ambulance Recommendation

12. **ANNOUNCEMENTS**

13. **ADJOURNMENT**

14. **INFORMATION ONLY**

- 14.1 Sales Tax Distribution – August 2016
- 14.2 Sales Tax Revenue by Month – August 2016
- 14.3 Department of Revenue – August 2016
- 14.4 Building Permit Report – August 2016
- 14.5 Adequate Facilities Tax – August 2016
- 14.6 Budget Approval Letter
- 14.7 Speaker Harwell’s letter

FAYETTE COUNTY LEGISLATIVE BODY

AUGUST 23, 2016

BE IT REMEMBERED that the Fayette County Legislative Body met in regular session on the 23rd day of August at the Bill G. Kelley Criminal Justice Complex in Somerville, Tennessee. Present and presiding was Mayor Rhea “Skip” Taylor. Also present were Sue W. Culver, County Clerk, and James R. “Bobby” Riles, Sheriff, 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 “Betsy” Rice, Ray Seals, Bill Walker, Larry Watkins, and Myles Wilson.

Elizabeth “Betsy” Rice was sworn in as Commissioner for District Three to which she was elected in the August 6, 2016 Election.

A quorum was declared with eighteen Commissioners present.

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

Commissioner Leggett moved to approve the minutes from July 26, 2016. The motion was seconded by Commissioner Walker and passed unanimously.

Commissioner Seals moved to approve the following as Notaries Public: Shana Burch, Brandi Delee, Jill Fisher, Pamela A. Johnson, Donna Sue Keith, Jennifer L. King, Towanda M. Maclin-Brown, G. Artemus Nelson, Joseph Creig Richardson, LaQuinta M. Sain-Hudson, Pamela S. Shields, and Carmen R. Simmons. The motion was seconded by Commissioner Wilson and passed unanimously.

Commissioner Oglesby moved to add Commissioner Rice to the Development and Criminal Justice/Public Safety Committees. The motion was seconded by Commissioner Leggett and passed unanimously.

Commissioner Reeves moved to approve the following bond for Property Assessor Mark Ward. The motion was seconded by Commissioner Logan and passed unanimously.

9.3



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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

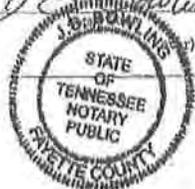
COUNTERSIGNED BY:
NOT NEEDED
Tennessee Resident Agent

PRINCIPAL: Mark A. Ward
SURETY: WESTERN SURETY COMPANY
by: Paul T. Brufat
Paul T. Brufat, Vice President
(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF Fayette
Before me, a Notary Public, of the State and County aforesaid, personally appeared Mark A. Ward
to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as
Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act and
deed.
WITNESS my hand and seal this 12th day of August 2016
My Commission Expires: February 1 2020
J. B. Bowling

OT-0467 (Rev 07-13)



RDA 003

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Commissioner Farley moved to approve the following bonds for the Public Works Board. The motion was seconded by Commissioner Leggett and passed unanimously.

9.4.1



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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

Notary Public seal for David Feathers, County of South Dakota. Includes text: NOT NEEDED Tennessee Resident Agent

PRINCIPAL: [Signature] SURETY: WESTERN SURETY COMPANY by: Paul T. Bruglar, Vice President (Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

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

WITNESS my hand and seal this 17 day of August, 2016. My Commission Expires June 26th, 2019. Notary Public seal for Brenda C. Wood, Fayette County. Includes text: (over) RDA 003

9.4.2



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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

WESTERN SURETY COMPANY
ATTEST
Feathers
COUNTY COMMISSIONER BY:
NOT NEEDED
Tennessee Resident Agent

PRINCIPAL: Hank Franck
SURETY: WESTERN SURETY COMPANY
by: Paul T. Bruffet, Vice President
(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF Fayette

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

WITNESS my hand and seal this 17 day of August 2016
My Commission Expires June 2019
Glenda A. Ward
Notary Public



CF-0467 (Rev 07-13)

RDA #03

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9.4.3



SURETY'S BOND NO 24902121 STATE OF TENNESSEE COUNTY OF Fayette OFFICIAL STATUTORY BOND FOR COUNTY PUBLIC OFFICIALS OFFICE OF Public Works Bd Member

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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



Feathers

PRINCIPAL:

Jimmy Jordan

SURETY:

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

NOT NEEDED

Tennessee Resident Agent

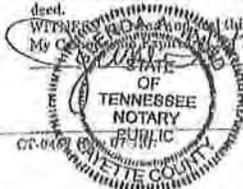
(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE COUNTY OF Fayette

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

WITNESS my hand and seal in this 17th day of August 2016



Glenda C. Ward Notary Public

(over)

RDA 903

9.4.4



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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

Witness my hand and seal:
Researched Feathers
COUNTERSIGNED BY:
NOT NEEDED
Tennessee Resident Agent

PRINCIPAL: Wesley P. Parks, Jr.
SURETY: WESTERN SURETY COMPANY
by: Paul T. Bueflat, Vice President
(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

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

WITNESS my hand and seal this 17 day of August, 2016
My Commission Expires June 16th, 2017
Glenda A. Ward Notary Public
(over)



CT-0487 (Rev 07-13)

RDA 903

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9.4.5



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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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



Frankie Feathers
COUNTY CLERK

PRINCIPAL: Jerry Russell Wicker

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

NOT NEEDED
Tennessee Resident Agent

(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

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

WITNESS my hand and seal this 17th day of August, 2016
My Commission Expires June 26th
Glenda A. Ward
Notary Public



CT-0467 (Rev 07-13)

RDA 908

In reporting for the County Mayor's Office, Chairman Taylor stated that he had been in touch with a vendor for the I pads and that the level of support from Apple that you want determines how much it will cost the County. There is a program available where they will come in and answer questions anytime, but it will cost the County more.

He passed around a list and asked that the Commissioners put whether they wish to receive an I Pad or if they wish to continue receiving a paper copy of the minutes and agenda each month.

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

Commissioner Wilson reported for the Development Committee which met on August 8, 2016, and discussed the Grass Ordinance, and in particular, the "Blight Provision". The discussion involved removing the portion (Section 2, under (a) Paragraph (3)) of the Blight Provision which addresses the "dilapidated Building or structure" in the County. Commissioner Bunker moved to approved the removal of this portion, and the motion was seconded by Commissioner Wilson. After a great deal of discussion, Commissioner Wilson moved to table the matter until next month, and the motion was duly seconded by Commissioner Oglesby. A roll call vote was taken with the following results:

Voting "YES": Commissioners Bunker, Cox, Farley, German, Lillard, Logan, Oglesby, Reeves, Seals, Watkins, and Wilson (11)

Voting "NO": Commissioners Allen, Dacus, Goodroe, Kelley, Leggett, Rice, and Walker (7)
Motion to table passed.

The Committee also discussed the CDBG that the County was awarded which will be discussed under "New Business".

Commissioner Reeves reported for the Health and Welfare Committee which met on August 8, 2016. The Committee reviewed the Ambulance Run and Collections reports, and passed a motion that all bills that the billing company has released and which have been inactive for 60 or more days will be sent to collections. Also discussed was the Ambulance Personnel pay scale, and the Mayor will check surrounding areas for their pay scale before the next meeting.

Commissioner Oglesby stated that the Personnel Committee did not meet.

Commissioner Bunker stated that the Education Committee did not meet.

Commissioner Kelley reported for the Criminal Justice and Public Safety Committee, which met on August 9, 2016. The Fayette County Fire Department presented a proposal to commit to a five-year agreement for their records software, which will save money over the yearly contract they now have. This updated software will allow personnel to enter information from different locations, since it is cloud based. The Committee approved the 5-year contract and forwarded it to Budget. Sheriff Riles is asking to hold an auction for surplus and confiscated vehicles, and surplus equipment, and the Mayor stated that several departments have old computers and office equipment

which need to go to auction. Also the old gazebo can be auctioned off. After discussion the Committee approved the Sheriff's request for an auction and forwarded the matter to Budget. The Committee also reviewed the Sheriff's Department's activities for the month.

Commissioner German reported for the Budget Committee which also met on August 9, 2016. The first item was a Budget Amendment to allocate funds from an insurance settlement into this year's budget. Commissioner German moved to approve the allocation of funds to this year's budget, the motion was seconded by Commissioner Wilson and passed unanimously.

10.3.6.2

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 23rd day of August, 2016, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

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

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

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

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Commissioner German moved to approve the following Amendment to the General fund for Circuit Court to fund the contract with The Grove that was approved last month. The motion was seconded by Commissioner Bunker and passed

unanimously.

~~10-6~~
10.3.6.3

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 23rd day of August, 2016, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

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

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

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

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Commissioner German moved to approve the auction for surplus equipment from the Sheriff's Department and other departments, including the old gazebo from the Courthouse lawn. The motion was seconded by Commissioner Leggett and passed unanimously.

10.3.6.5

Tentative Date 23rd of September

Tentative list from the County Mayor's office

Old telephone system – Desk Phones x8

Workstation Computers x5

Server Computer

Flat screen monitor x4

CRT monitor

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

Old Gazebo from Courthouse

Tentative list for Sheriff

Sheriff's vehicles x7-15

Old Litter Control Truck

Miscellaneous Computers

Stove & Other Items from Old Jail

Drug Seizure Vehicles x5

Commissioner German moved to approve changing the contract for the Firehouse Software from a yearly basis to a 5-year contract. The motion was seconded by Commissioner Oglesby, and passed unanimously.

Chairman Taylor presented a report from the Healthcare Committee which makes recommendations for urgent care for the citizens of the County. The study was

completed by Kramer and Associates, and became necessary when the Methodist Hospital of Somerville closed its doors. The study reports that the results of the closing are not dire and no loss of life or serious patient degradation was found because of the closing. There has been no legal obligation from Fayette County due to the closing. The report states that the ambulance service has to facilitate such facets as quicker turn-around times without compromising patient care. Extra scene times mean difference in transport times throughout the County, and management practices to reduce times include (1) tracking and examination of the various time segments of the calls, and, (2) Decentralizing EMS supply restocking. The Affordable Care Act will involve many unknowns and variables and changes must be watched for. The needs of the community must be assessed, and the use of planning documents will increase accountability. Consideration should be given to a new emergency facility in 1 of 2 locations, either Hwy 64 as close to 385 as possible, or Hwy 196 at Interstate 40, if economic development proves to allow the addition of an interchange. The addition of a fourth ambulance has offset in large measure the closing of the branch hospital. Several ways to "right size the EMS Department were recommended. Demographics were considered to be a cause of increased call volume, but only marginally, Because of response engines, medics and helicopters the County was considered to be in the best locations possible. The number of ambulances and placement of same will cut down on response times also. Ambulance maintenance and replacement will also help with response times. The consultants did not recommend the County entering into private EMS service as the resources needed outweigh the revenue. The Consultants made recommendations involving vehicle and equipment improvements, and information technology improvements.

Chairman Taylor stated that the CBDG awarded to the County last year will be studied again by the Development Committee next month. The County portion came in under budget, but the City of Oakland portion came in over budget. Hopefully, this project be completed by next February, but in the meantime it will have to be re-bid in September.

Commissioner Leggett moved to declare the Commission seat formerly held by Commissioner Howard vacant, and allow the election Commission to issue petitions to anyone who wishes to fill the seat and allow the citizens of the district to decide who will fill the seat. The motion was seconded and the floor was opened for discussion. After a great deal of discussion Commissioner Leggett modified his motion to accept Commissioner Howard's resignation and declare the seat vacant. The motion was seconded and more discussion followed. Commissioner Farley moved to table the matter until next month, the motion was seconded by Commissioner Watkins, and the following roll call vote was taken.

Table

**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	6	12		

The motion failed. The Original modified motion was put back on the table, and passed on a majority vote.

Chairman Taylor stated that he had gotten back his survey that was handed out at the beginning of the meeting, and in spite of getting the I Pad version of the agenda and

other items, 10 people still want hard copies of the agenda until they are more confident with the I Pads. We will talk about the I pads in the Committee meeting this month.

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

Rhea Taylor, County Mayor

ATTEST:

Sue W. Culver, County Clerk

RESOLUTION

A RESOLUTION TO AMEND THE FAYETTE COUNTY ZONING RESOLUTION RELATIVE TO SIGNS AND LOT COMBINATIONS

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

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

WHEREAS, pursuant to Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendment by the Fayette County Regional Planning Commission on September 8, 2016, the time and place of which was published with at least five (5) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 and Article IV of the Fayette County Zoning Resolution a public hearing was held before the Fayette County Board of Commissioners on September 27, 2016, the time and place of which was published with at least fifteen (15) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS, IN REGULAR SESSION ASSEMBLED THIS 27th DAY OF SEPTEMBER, 2016:

SECTION 1. That in Section 11.8, "Off Premises Signs," of "Article V – General Provisions," there be **revised** Section 11.8.1, which reads: "Off premise signs shall be sited only in B-3 Zoning Districts."

To read: "Off-premise signs **larger than six (6) square feet** shall be sited only in the B-3 Community Business district."

SECTION 2. That in Section 11.8, "Off Premises Signs," of "Article V – General Provisions," there be **revised** Section 11.8.2, which reads: "Off premise signs shall **only be allowed on lots fronting designated state roads** as shown on the Fayette County Major Road Plan, except those state roads designated as scenic or State Parkway System Highways by Tennessee Code Annotated (Recorded in Book 8, Page 4 in the Office of the Fayette County Register)."

To read: "No off- premise signs of any kind or size shall be located along those state roads designated as scenic or State Parkway System Highways by Tennessee Code Annotated."

SECTION 3. That in Section 11.8, "Off Premises Signs," of "Article V – General Provisions," there be **revised** Section 11.8.4, which reads: "Off premise signs shall be located at least twenty-five hundred (2500) feet from any other off premise sign."

To read: "Off-premise signs **larger than six (6) square feet** shall be located at least twenty-five hundred (2500) feet from any other off premise sign."

SECTION 4. That in Section 11.8, "Off Premises Signs," of "Article V – General Provisions," there be **revised** Section 11.8.5, which reads: "Off premise signs shall be located at least one thousand (1000) feet from any residential zoning district."

To read: "Off-premise signs **larger than six (6) square feet** shall be located at least one thousand (1000) feet from any residential zoning district."

SECTION 5. That there be **revised** Section 4, "Signs," of "Article X – Exceptions and Modifications," which reads: "No building permit shall be required for any on-site construction sign or for any locational real estate sale or yard sale sign **or for any sign referring solely to a use permitted in all districts.**"

To read: "No building permit shall be required for any on-site construction sign or for any locational real estate sale or yard sale sign."

SECTION 6. That there be **revised** Section 1.4 of "Article A – Schedule of Fees," which reads: "For a freestanding sign – \$5.00 per \$1,000.00 of contract price, provided that the minimum fee for a sign shall be \$25.00, and further provided that there shall be no charge for a sign permitted by special exception or a sign attached against a building."

To read: "For a freestanding sign – \$5.00 per \$1,000.00 of contract price, provided that the minimum fee for a sign shall be \$25.00, and further provided that there shall be no charge for a sign permitted by special exception or for a sign attached against a building **or for a sign referring solely to a use permitted in all districts.**"

SECTION 7. That there be **revised** Section 7, "Adjoining Conveyances," of "Article X – Exceptions and Modifications," which reads: "For purposes of this Resolution, except in a platted subdivision recorded in the Office of the Fayette County Register, any lot created by a conveyance between owners of adjoining lots may, by order of the Fayette County Regional Planning Commission, be combined with an adjoining lot in the same ownership on the written request of either party to the conveyance, where such combination will resolve a nonconformity with this Resolution or with the Fayette County Subdivision Regulations."

To read: "For purposes of this Resolution, except in a platted **major** subdivision recorded in the Office of the Fayette County Register **after January 1, 1985**, any lot created by a conveyance between owners of adjoining lots may, by order of the Fayette County Regional Planning Commission, be combined with an adjoining lot in the same ownership on the written request of either party to the conveyance, where such combination will resolve a nonconformity with this Resolution or with the Fayette County Subdivision Regulations."

SECTION 8. That this Resolution shall become effective the day following its adoption, THE PUBLIC WELFARE REQUIRING IT.

NOTARY APPLICATIONS

SEPTEMBER 27,2016

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

LAURA TULL*

*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 8/30/16

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

Jamie C. Cunanan
FIRST MIDDLE LAST

Residence Address: 2780 Tugboat Ln. #102
STREET ADDRESS
Cordova TN 38016
CITY STATE ZIP

Name of Employer: State Farm - Dave Trospen

Principal Business Address: 7270 Highway 64
STREET ADDRESS
Oakland TN 38060
CITY STATE ZIP

Telephone: (residence) (757) 621-6752 (business) 901-465-1301

Date of Birth: 09/21/80

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?

[Signature]
Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, James C. Cunanan, 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 30th day of Aug, 2016

My Commission expires:

05/29/2018



[Signature]
NOTARY PUBLIC

TENNESSEE NOTARY PUBLIC APPLICATION

FAYETTE COUNTY, TENNESSEE

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

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application _____

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

Fred Lee Davis *SB*
FIRST MIDDLE LAST

Residence Address: 25 Oliver Ln
STREET ADDRESS
Moscow TN 38057
CITY STATE ZIP

Name of Employer: CBRE

Principal Business Address: 1500 W Poplar Ave.
STREET ADDRESS
Collierville TN 38017
CITY STATE ZIP

Telephone: (residence) 877-0507 (business) 861-8858

Date of Birth: 9-1-56

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?

Frank L. Starn
Signature of Applicant

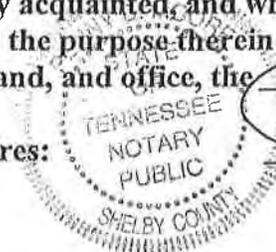
State of Tennessee

County of ~~Fayette~~ SHELBY

Personally appeared before me, Penny D. Moore, 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 15 day of September, 2014.

My Commission expires:



Penny D. Moore
NOTARY PUBLIC

MY COMMISSION EXPIRES:
July 16, 2017

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):

Marsha Etaine Davis ^{JB}
FIRST MIDDLE LAST

Residence Address: 25 Oliver Ln

Moscow TN 38057
CITY STATE ZIP

Name of Employer: Baptist Memphis

Principal Business Address: 6019 Walnut Grove Rd.

Memphis TN 38120
CITY STATE ZIP

Telephone: (residence) 877-0507 (business) 226-5755

Date of Birth: 2-16-66

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

PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO:

1. Have you ever been convicted of offering or giving a bribe, larceny, or any other offense declared infamous by law? NO
2. If the answer to question 1 was Yes, has your citizenship been Restored? _____
3. Is there any unpaid judgment against you for money received in an official capacity and due to the United States, to Tennessee, or any Tennessee County, or are you a defaulter to the Treasury? NO
4. Are you a soldier, seaman, marine, or airman in the regular army, Navy or Air Force of the United States, a member of the United States Congress, or a person holding any office of profit 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?

Marsha E. Davis
Signature of Applicant

State of Tennessee

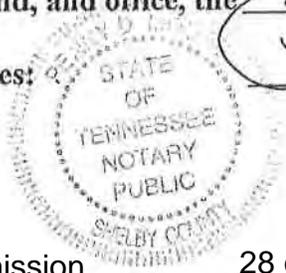
County of ~~Fayette~~ SHELBY

Personally appeared before me, Penny D. Moore, 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 1 day of September, 2016.

My Commission expires:

MY COMMISSION EXPIRES:
July 16, 2017



Penny D. Moore
NOTARY PUBLIC

TENNESSEE NOTARY PUBLIC APPLICATION

FAYETTE COUNTY, TENNESSEE

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

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application 7-6-16

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

Elizabeth ~~Fate~~ Gallagher
FIRST MIDDLE LAST

Residence Address: 20 Whispering Creek Drive
STREET ADDRESS

Oakland TN 38060
CITY STATE ZIP

Name of Employer: International Paper Company

Principal Business Address: 6400 Poplar Avenue, Memphis, TN 38197
STREET ADDRESS

Memphis TN 38197
CITY STATE ZIP

Telephone: (residence) 901-485-1983 (business) 901-419-6863

Date of Birth: 8-30-51

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

10-26-2016

PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO:

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

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

Elizabeth ~~State~~ Gallagher
Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, Elizabeth Gallagher, 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 6 day of July, 2016.

My Commission expires:

8/31/2018



[Signature]
NOTARY PUBLIC

TENNESSEE NOTARY PUBLIC APPLICATION

FAYETTE COUNTY, TENNESSEE

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

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application _____

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

LEWIS K. GARRISON
FIRST MIDDLE LAST

Residence Address: 250 Lewis Fairway
STREET ADDRESS
OAKLAND, TENN 38060
CITY STATE ZIP

Name of Employer: ATTORNEY - SELF EMPLOYED

Principal Business Address: 4550 Highway 64, EADS, TENN 38028
STREET ADDRESS
EADS, TENN 38028
CITY STATE ZIP

Telephone: (residence) 901-465-3720 (business) 901-465-5995

Date of Birth: 7-9-32

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

PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO:

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

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

Anna K. Lamm
Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, Lewis K. Garrison, 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 16 day of Sept., 2016.

My Commission expires: 8/31/2018 Frank S. [unclear]
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 July 6, 2016

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

Elizabeth A. McCommon
FIRST MIDDLE LAST

Residence Address: 610 Rebel Rd.
STREET ADDRESS
Collierville Tn 38017
CITY STATE ZIP

Name of Employer: Retired

Principal Business Address: _____
STREET ADDRESS

Telephone: (residence) (901) 853-2782 (business) _____
CITY STATE ZIP

Date of Birth: 5/23/1943

For RENEWAL applications, give the expiration date of your current commission:
1-29-17

PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO:

- 1. Have you ever been convicted of offering or giving a bribe, larceny, or any other offense declared infamous by law? no
- 2. If the answer to question 1 was Yes, has your citizenship been Restored? no
- 3. Is there any unpaid judgment against you for money received in an official capacity and due to the United States, to Tennessee, or any Tennessee County, or are you a defaulter to the Treasury? no
- 4. Are you a soldier, seaman, marine, or airman in the regular army, Navy or Air Force of the United States, a member of the United States Congress, or a person holding any office of profit 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?

Elizabeth A. McCommon
Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, Elizabeth A. McCommon, 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 6 day of July, 2016

My Commission expires: SEAL
Oranah Allison
NOTARY PUBLIC Deputy Clerk



TENNESSEE NOTARY PUBLIC APPLICATION

FAYETTE COUNTY, TENNESSEE

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

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application 08-25-10

Full Name (as it will appear on your notary commission): ^{SC}
Amanda Kirkland Pickens
FIRST MIDDLE LAST

Residence Address: 317 E. Marginal St.
STREET ADDRESS
Somerville TN 38068
CITY STATE ZIP

Name of Employer: The Bank of Fayette County

Principal Business Address: 6870 Hwy 64
STREET ADDRESS
Oakland TN 38060
CITY STATE ZIP

Telephone: (residence) 901-590-5560 (business) 901-405-1868

Date of Birth: November 1, 1983

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

PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO:

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

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

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

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

Amanda K Pickens
Signature of Applicant

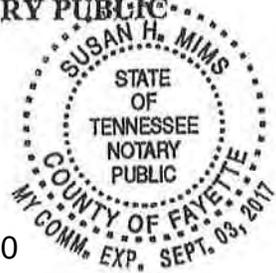
State of Tennessee
County of Fayette

Personally appeared before me, Amanda K Pickens, 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 1st day of Sep, 2016

My Commission expires: 9-3-17

Susan H Mims
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 9/2/2016

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

Kimberly D Rogers
FIRST MIDDLE LAST

Residence Address: 1025 Mt. Moriah Dr
STREET ADDRESS

Somerville TN 38068
CITY STATE ZIP

Name of Employer: The Bank of Fayette County

Principal Business Address: 1265 Hwy 57 E.
STREET ADDRESS

Collierville TN 38017
CITY STATE ZIP

Telephone: (residence) (731) 609-4384 (business) (901) 850-2440

Date of Birth: 04/06/1979

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

Oct. 26, 2016

PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO:

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

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

Kimberly D Rogers
Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, Kimberly D. Rogers, 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 2nd day of September, 2011.

My Commission Expires:

Heather Hall
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 8/23/16

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

Candice N Starks
FIRST MIDDLE LAST

Residence Address: 330 Martindale Rd

Bolivar TN 38008
CITY STATE ZIP

Name of Employer: DCS@John S. Wilder Youth Dev. Center

Principal Business Address: 13870 Hwy 59

Somerville TN 38068
CITY STATE ZIP

Telephone: (residence) (901) 786-3511 (business) (901) 465-7359

Date of Birth: 01/21/1982

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

December 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?

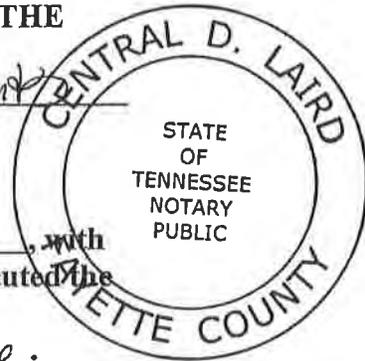
Candice N. Starks
Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, Candice N. Starks, 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 23rd day of August, 2016.

My Commission expires: 3/6/2018 Central D. Laird
NOTARY PUBLIC



TENNESSEE NOTARY PUBLIC APPLICATION

FAYETTE COUNTY, TENNESSEE

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

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application 08/26/2016

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

Marvin R Taylor
FIRST MIDDLE LAST

Residence Address: 285 Hicks Rd.
STREET ADDRESS

Oakland TN. 38060
CITY STATE ZIP

Name of Employer: Taylor Trucking

Principal Business Address: 285 Hicks Rd.
STREET ADDRESS

Oakland TN. 38060
CITY STATE ZIP

Telephone: (residence) (901) 237-3187 (business) (901) 237-3187

Date of Birth: May 15, 1962

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

09/28/2016

PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO:

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

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

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

4. Are you a soldier, seaman, marine, or airman in the regular army, Navy or Air Force of the United States, a member of the United States Congress, or a person holding any office of profit 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?

Marvin R Taylor
Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, Marvin R Taylor, 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 26 day of August, 2016.



Ronny Nelson
NOTARY PUBLIC Deputy Clerk

TENNESSEE NOTARY PUBLIC APPLICATION

FAYETTE COUNTY, TENNESSEE

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

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application: 9-14-16

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

Laura Tull
FIRST MIDDLE LAST

Residence Address: 315 Pearl Dr
STREET ADDRESS

Somerville TN 38068
CITY STATE ZIP

Name of Employer: BancorpSouth

Principal Business Address: 6800 Hwy 64
STREET ADDRESS

Oakland TN 38060
CITY STATE ZIP

Telephone: (residence) 901-832-7706 (business) 901-465-7440

Date of Birth: 03-23-1987

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?

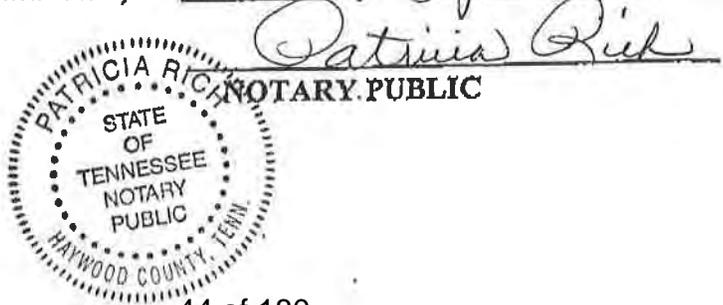
Laura Jull
Signature of Applicant

State of Tennessee
County of Fayette

Personally appeared before me, Laura Jull, 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 14th day of Sept., 2016.

My Commission expires:
9-25-19



FAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS 2016-17

RULES

Rule 1: Convening the County Legislative Body

The County Legislative Body shall conduct its 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 decide 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 appropriation of funds, may be put to the 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 least 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 its 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 County 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 seat 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 officer 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 its 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 packet, 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 matters 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.

County Commission Committees 2016-17

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

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

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

**Somerville-Fayette County Library
216 W. Market St.
Somerville, TN 38068
901-465-5248**

July 20, 2016

Mayor Rhea Taylor
Fayette County Commissioners
13095 N. Main St.
Somerville, TN 38068

Dear Mayor and Commissioners,

The Somerville-Fayette County Library Board submits its nominations received after the paid advertisement in the Fayette Falcon newspaper in June 2016. For the three upcoming three-year terms, the Board submits Cindy Brown Matlock, Tommy Perkins and Betty Rosser to fill positions of out-going board members Captain Wendell Wainwright, Matt Hooper, and June Dixon. The Board also submits its recommendation received after same said advertisement of Johnny Vaughan for the one-year remaining term of William "Sputt" Garnett's vacancy.

The Somerville-Fayette County Library and remaining Library Board wish to recognize the dedication and commitment of out-going board members Captain Wendell Wainwright, Matt Hooper and June Dixon for their six years of service. Matt Hooper has been board officer and secretary for three years and Captain Wendell Wainwright immediately completed the library trustee certification and attended Library Trustee workshops required so that out library would receive our LSTA Tech Grant funding. June Dixon also attended a Library Trustee workshop.

With more responsibilities required of our Tennessee libraries' trustees, we realize that our in-coming library board members will have big shoes to fill and hope that their dedication and commitment to the Somerville-Fayette County Library will have a positive and productive impact on our county library.

Thank you for your consideration of Cindy Brown Matlock, Tommy Perkins, Betty Rosser and Johnny Vaughan to be approved to serve on the Somerville-Fayette County Library Board.

Sincerely,



Ronnie McCarty, Chairman

Cc: Matt Hooper, Secretary
Laura Winfrey, Librarian

Somerville-Fayette County Library
216 West Market Street
Somerville, TN 38068
901-465-5248

Trustee Application: (Applicant Must be a Fayette County Resident.)

Full name: Cynthia Dayne Matlock

Employer (if any): _____ Position at workplace: Retired Business owner

Home address: 465 Stroup (P.O. Box 85)

City: Somerville Zip: 38068 Phone: _____

Cell: 901-485-4183 Email: C.Matlock1@BellSouth.net

Are you a current patron of our county library? yes

Do you live in the city limits of a town? NO If so, which town: _____

Are you an elected official or candidate for office? NO

(Describe): _____

Education (please include schools and majors if applicable):

Lambuth College BBA Business Management
Sevenson Education for Ministry Certificate (4 year program)
Memphis Theological Seminary - Earnest Student Scholar
Master of Arts in Ministry of Letters Certificate in Ministry

Other boards or organizations of which you are or have been a member:

Fayette Co. Historical Society - served as President & Treasurer
Somerville Women's Club - served as Treasurer
Somerville Garden & Arts - served as Treasurer & Captain
Daughters of American Revolution - Richard H. Dwyer Chapter
Master Gardeners - 100 Hour Volunteer recipient

Please list any relevant experience: _____

Briefly describe your interest in the library: Library should provide a safe place for students, adults seeking knowledge & research for education and pleasure

Signature: Cynthia Matlock Date: Jul 15, 2016
(bring in 7/14/16 (wrong date))

Thank you for your interest in your library. Please return this completed form to the library during regular library hours.

OVER

Somerville-Fayette County Library
216 West Market Street
Somerville, TN 38068
901-465-5248

Trustee Application: (Applicant Must be a Fayette County Resident.)

Full name: Tommy Wayne Perkins

Employer (if any): Retired Position at work: _____

Home address: 230 Country Club Cove

City: SOMERVILLE Zip: 38068 Phone: _____

Cell: 901-490-2851 Email: _____

Are you a current patron of our county library? YES

Do you live in the city limits of a town? NO If so, which town: _____

Are you an elected official or candidate for office? NO Which? _____

Education (please include schools, majors, degree if applicable):
High School Diploma, Multiple Military Schools

Please list any relevant experience: Leadership in both
PERSONNEL AND BUDGET MATTERS. COMMUNITY
INVOLVEMENT MAINLY THROUGH CHURCH ACTIVITIES

Service boards, clubs or organizations of which you are/have been a member:
FAYETTE COUNTY 911 BOARD, GIDEONS, CHANCEL AND
SERVED ON MANY COMMITTEES AT FIRST BAPTIST-SOMERVILLE

Briefly describe your interest in the library: I HAVE ALWAYS THOUGHT OF THE
LIBRARY AS ONE OF THE JEWELS OF FAYETTE COUNTY AND WOULD
LOVE TO SEE IT GROW IN SERVICE AND INFLUENCE TO THE COUNTY.
Indicate areas in which your knowledge would benefit the library and board:

- | | | |
|--|--|--|
| <input type="checkbox"/> Computers | <input type="checkbox"/> Technology | <input checked="" type="checkbox"/> Public Relations |
| <input type="checkbox"/> Education | <input type="checkbox"/> Legal/Law | <input checked="" type="checkbox"/> Personnel |
| <input type="checkbox"/> Finance | <input checked="" type="checkbox"/> Fund-raising | <input checked="" type="checkbox"/> Management |
| <input type="checkbox"/> Other: (Describe) _____ | | |

Tommy W. Perkins
Signature

10 July 2016
Date

Somerville-Fayette County Library

216 West Market Street

Somerville, TN 38068

901-465-5248

*I am a
life time
student
of a preacher*

Trustee Application: (Applicant Must be a Fayette County Resident.)

Full name: Betty Ann Rosser

Employer (if any): Retired Position at workplace: Tama student at Memphis Theo. Seminary

Home address: 235 Rodeo Dr.

City: Rossville, TN Zip: 38066 Phone: 901-853-0430

Cell: — Email: BettyARosser@gmail.com

Are you a current patron of our county library? yes

Do you live in the city limits of a town? NO If so, which town: —

Are you an elected official or candidate for office? NO Which? —

Education (please include schools, majors, degree if applicable): Graduated from Fayette ^{Union} High, State Tech. Inst. - Business & Commerce; University of Mphs. - Adm. & Religious Leadership

Please list any relevant experience: Worked for Dept. of Human Services in Memphis & I interacted w ^{customers} people all day (1-1980 - Aug. 2008). Worked for Census Bureau in 2010 (Fayette Co area). Substitute taught in 2012 (Fayette County)

Service boards, clubs or organizations of which you are/have been a member: Fayette Co. Ministry Alliance / Poor People Health Council in Rossville, TN

Briefly describe your interest in the library: The library should be in a position so that the kids & adults connect through activities &

Indicate areas in which your knowledge would benefit the library and board:

<input checked="" type="checkbox"/> Computers	<input type="checkbox"/> Technology	<input checked="" type="checkbox"/> Public Relations
<input checked="" type="checkbox"/> Education	<input type="checkbox"/> Legal/Law	<input type="checkbox"/> Personnel
<input type="checkbox"/> Finance	<input type="checkbox"/> Fund-raising	<input checked="" type="checkbox"/> Management

Community friendly & college friendly

Betty A Rosser
Signature

7.7.16
Date

Thank you for your interest in your library. Please return this completed form to the library during regular library hours.

Somerville-Fayette County Library
216 West Market Street
Somerville, TN 38068
901-465-5248

Trustee Application: (Applicant Must be a Fayette County Resident.)

Full name: JOHNNIE RUSSELL VAUGHAN, JR
Employer (if any): Retired Position at work: Veterinarian, journals
Professor
Home address: 2525 Hwy 195, SOMERVILLE (P.O. Box 445)
City: SOMERVILLE Zip: 38064 Phone: 901-937-9205
Cell: Same Email: docvaughan45@g-mail.com

Are you a current patron of our county library? YES
Do you live in the city limits of a town? NO If so, which town: _____
Are you an elected official or candidate for office? NO Which? _____

Education (please include schools, majors, degree if applicable):
Univ. Memphis, C.T.S., Cambridge Eng. B.S., B.A., M.A., M.S., D.M.

Please list any relevant experience: 1st Endowed Chair of JOHN S Wilder Inst. of Public Service, Lambuth Univ, Jackson, TN, Veterinarian 35 years, Polite editor Memphis Press-Scimitar, Academia Facilitator Fayette, Kans.
Service boards, clubs or organizations of which you are/have been a member:
Pres Rotary Club, Pres & Bd. member Fayette C. CoTC, Member FC Planning Comm., President Capital Hill Press Corp

Briefly describe your interest in the library: I have always said if we hauled our children to the library we would have fewer to feed

Indicate areas in which your knowledge would benefit the library and board:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Computers | <input checked="" type="checkbox"/> Technology | <input checked="" type="checkbox"/> Public Relations |
| <input checked="" type="checkbox"/> Education | <input checked="" type="checkbox"/> Legal/Law | <input checked="" type="checkbox"/> Personnel |
| <input checked="" type="checkbox"/> Finance | <input checked="" type="checkbox"/> Fund-raising | <input checked="" type="checkbox"/> Management |
| Other: (Describe) _____ | | |

Signature: [Handwritten Signature] Date: 7/1/16

DEVELOPMENT COMMITTEE

September 12, 2016

Minutes

Present

Wilson

Bunker

Walker

Rice

Logan

1. Grass Ordinance
 - The committee discussed removal of the dilapidated building section of the ordinance.
 - After discussion, a motion by Bunker, seconded by Logan, to remove the following parts of the current ordinance:
 - i. Section 2(a)(5) – references to structure
 - ii. Section 2(a)(3) – Dilapidated definition
 - iii. Portion of 7(a) – the first sentence after the first comma, starting with the words “the Building Commissioner whenever...” to the end of the sentence, and making needed grammatical corrections with the remainder of the ordinance
 - The motion passed 3-2.
2. Zoning Amendment
 - John Pitner, Director of Planning, brought a zoning amendment request.
 - The amendment would:
 - i. clarify the places, sizes, and proper zoning for standing signs
 - ii. Clarify the regulations on combing lots
 - The request was approved by the Planning Commission
 - Motion by Logan, seconded by Walker, to approve was passed.
3. CDBG Grant bid acceptance
 - Mayor Taylor brought to the committee a recommendation to accept a bid on work on the Arlington lagoon. This is part of a CDBG grant the county was awarded.
 - After discussion, the committee voted to recommend acceptance on a motion by Logan, seconded by Bunker.
4. Ag. Extension – Budget Amendment
 - Ag. Extension is asking for a budget amendment to add funds to make the match for salaries. Differing budget forms created an error in the amounts needed.
 - After discussion, motion by Walker, seconded by Rice, to recommend approval. Motion passed.
5. Public Works – Budget Amendment
 - Jim Smith, Public Works superintendent, asked that funds received from FEMA (related to the Belle Meade bridge collapse) be used to purchase additional road equipment.
 - After discussion, the committee voted to recommend approval on a motion by Logan, seconded by Walker.
6. Public Works – City Work
 - Piperton has requested that Public Works help with a work on Fletcher Drive. The practice is for a city to ask for permission from the County Commission to have Public Works do work. If permission is given, then Public Works decides if it is able to help and what the cost will be. The city reimburses for all costs.
 - After discussion, the committee voted to recommend approval on a motion by Bunker, seconded by Logan.

Meeting adjourned.

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

Section 1 – Enforcement and Review

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

Section 2 – Property Standards

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

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

(b) Regulations.

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

Section 3 - Owner Responsibilities

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

Section 4 – Identification and Priority of Violations

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

Section 5 – Notice of Violation

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

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

Section 6 – Compliance and Appeals

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

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

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

Section 7 – Remedies and Penalties

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

Section 8 – Exceptions

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

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

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

Section 9 – Rules and Record Keeping

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

Section 10 – Effective Date

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

Section 11 – Severability and Conflict with Other Resolutions

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

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

Section 1 – Enforcement and Review

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

Section 2 – Property Standards

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

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

(b) Regulations.

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

Section 3 - Owner Responsibilities

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

Section 4 – Identification and Priority of Violations

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

Section 5 – Notice of Violation

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

notice;

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

Section 6 – Compliance and Appeals

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

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

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

Section 7 – Remedies and Penalties

(a) ~~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.

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(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.

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- (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 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.

(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

and procedures necessary for the administration of these regulations subject to approval by the County Legislative Body.

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

Section 10 – Effective Date

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

Section 11 – Severability and Conflict with Other Resolutions

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

HEALTH & WELFARE COMMITTEE

Minutes

September 12, 2016

Present

Dacus Farley Reeves Leggett Goodroe German

- 1) Ambulance Reports
 - The committee reviewed the Run and Collections reports
 - The committee reviewed a map of ambulance runs
- 2) Health Department – paving contract
 - The Health Department has received a grant of \$15,000 to pave their parking lot. The low bid on the work is \$22,000. The balance of the funds would be paid by the county.
 - After discussion, the committee voted to recommend acceptance of the contract, but only after letting Fayette County Public Works see if they could do the job and what the cost would be. Motion made by German, seconded by Dacus.
- 3) Solid Waste – Tire Amnesty Day
 - Charles Traylor, Director of Solid Waste, asked by November 5 be a tire amnesty day for the public. Funds received by Solid Waste for the disposal of tires would be used to pay for any tires received.
 - After discussion, the committee voted to recommend approval on a motion by Leggett, seconded by Farley.
- 4) Air Ambulance update
 - Mayor Taylor reported that he had received two responses for a county-wide subscription for air ambulance services, The Wing and Air Evac. He was waiting on a document before making a recommendation.
- 5) Dog and Cat Registration
 - Mayor Taylor reported that he had received two responses to a Request for Proposal on providing registration services for dogs and cats.
 - After discussion on the two responses, Comm Goodroe will help the Mayor with reviewing the responses. More information will be brought back next month.

Meeting adjourned.

EDUCATION COMMITTEE**Minutes****September 13, 2016****Present**

Cox

Lillard

Watkins

Allen

Bunker

1. Library – Budget Amendment
 - The Library is 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.
 - After discussion, the committee voted to recommend approval, on a motion by Allen, seconded by Bunker
2. E-Rate Agreement
 - The local library district is requesting permission to submit paperwork on behalf of the library for the next three years. The paperwork is to obtain federal E-rate funds that can be used to offset library expenses for internet and communications.
 - After discussion, the committee recommended approval on a motion by Bunker, seconded by Cox.
3. Library Board member nominations
 - Laura Winfrey, Fayette County Librarian, brought four nominations for positions on the library board. These have been approved by the board. The names are Cindy Matlock, Tommy Perkins, Betty Rosser, and Johnny Vaughn.
 - After discussion, the committee recommended approval on a motion by Allen, seconded by Bunker.

Meeting Adjourned.

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE

Minutes

September 13, 2016

Present

Kelley Rice Goodroe Leggett Watkins

1. Courtroom Security – Budget Amendment
 - Sheriff Riles has asked that reserve funds be used for courtroom security.
 - After discussion, the committee voted to recommend approval on a motion by Leggett, seconded by Rice.
2. Jail Overtime – Budget Amendment
 - Sheriff Riles is asking for a budget amendment for jail overtime.
 - After discussion, the committee voted to recommend approval on a motion by Seals, seconded by Rice.
3. OSHA Resolution on Updated Plan
 - Mayor Taylor brought to the committee a resolution reaffirming our safety plan to OSHA. This is reviewed every six years and this reaffirms the plan we have.
 - After discussion, the committee voted to recommend approval on a motion by Leggett, seconded by Seals.
4. Sheriff's Report
 - The committee reviewed the Sheriff's monthly activity report.
5. Sheriff's Car Payoff
 - One of the cars to be placed in the upcoming auction has a couple of months left on a financing pay off. The Mayor is asking for permission to pay it off early.
 - After discussion, the committee voted to recommend approval. Motion passed.

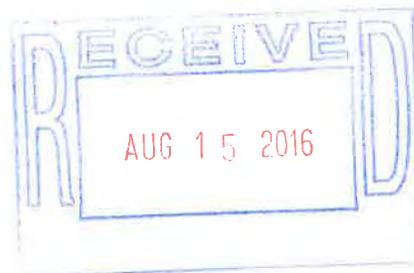
Meeting Adjourned.



**STATE OF TENNESSEE
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
OCCUPATIONAL SAFETY AND HEALTH
220 French Landing Drive
Nashville, Tennessee 37243-1002
(615) 741-2793**

August 11, 2016

The Honorable Rhea Taylor
County Mayor, Fayette County
Fayette County Courthouse
P O Box 218 13095 North Main Street
Somerville, TN 38068



ATTN: Bobbie Martin, EMA Director

Dear Mayor Taylor:

Our records show that the Occupational Safety and Health Program Plan for your city was last updated in **October 2009**. Your program plan should be updated every **seven (7) years** or as changes in your organization occur. As such, we are requesting that you provide us an updated program plan by **October 2016**.

An email has already been sent to you that has your current S&H Plan and your organizational chart. Also, a template for an updated resolution/ordinance has been included to assist you in preparing a new document – if needed.

- Please review your current plan and organizational chart.
- Update your existing S&H Plan to include the recent changes to the reporting of hospitalizations, amputations, and loss of an eye (within 24 hours). Instructions are included (see attachment).
- If there are no other changes needed to your current plan, you may simply advise us in writing that new S&H Plan is not needed. However, include the updated page that has the changes to the reporting of hospitalizations.
- Update your organizational chart (see instructions and example).

The purpose of the program plan is to provide guidelines and procedures for implementation of the Tennessee Occupational Safety and Health Act by all local government employers that have elected to develop their own Safety and Health Programs.

Also, according to TDL Rule 0800-1-5.06 (3), you **must** advise us of any changes in officials

(i.e., Mayor, Safety Director, etc.). We need to know the names, titles, business addresses, and phone numbers within thirty (30) days after such changes occur.

Thank you in advance for your prompt attention to this matter and for your continued support and efforts in assuring the safety and health of all your employees.

If there are any questions about this or the TN Department of Labor and Workforce Development's obligations or responsibilities in the Public Sector, please feel free to call me at 615-532-0193.

Sincerely,

Tom Herrod

Tom Herrod, Manager of Public Sector Operations
Division of Occupational Safety and Health
TH/st

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)

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

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IV. EMPLOYEE'S RIGHTS AND DUTIES	6
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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 of 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.

- d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.
- e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.
- f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

VIII. RECORDKEEPING AND REPORTING

Recording and reporting of all occupational accident, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet. You can get a copy of the Forms for Recordkeeping from the internet. Go to www.osha.gov and click on Recordkeeping Forms located on the home page.

The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL CHART, Appendix IV to this plan.

Details of how reports of occupational accidents, injuries, and illnesses will reach the recordkeeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan. The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, OCCUPATIONAL SAFETY AND HEALTH RECORD-KEEPING AND REPORTING, CHAPTER 0800-01-03, as authorized by T.C.A., Title 50.

IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels that he is assigned to work in conditions which might affect his health, safety, or general welfare at the present time or at any time in the future, he should report the condition to the Safety Director of Occupational Safety and Health.

- a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his health, safety, or general welfare. The employee should sign the letter but need not do so if he wishes to remain anonymous (see subsection (h) of Section 1 of this plan).
- b. Upon receipt of the complaint letter, the Safety Director will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Safety Director will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if no, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.
- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he may forward a letter to the Chief Executive Officer or to the governing body explaining the condition(s) cited in his original complaint and why he believes the answer to be inappropriate or insufficient.
- d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days

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.

- 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 representative.

XII. IMMEDIATE 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 (i) 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, statute, 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

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 Telia Lane
_____, TN 37999
(555)586-3273

Total Number of Employees = 209

BUDGET COMMITTEE**Minutes****September 13, 2016****Present**German
SealsWilson
Lillard

Reeves

Oglesby

Kelley

Logan

1. Budget Amendment – Health Study
 - Funds are needed to finish the Emergency Healthcare Study. Funds were fully funded in last year’s budget, but the final payment did not come due until after the close of the year.
 - After discussion, the committee voted to recommend approval. Motion passed.
2. Ag. Extension – Budget Amendment
 - Ag. Extension is asking for a budget amendment to add funds to make the match for salaries. Differing budget forms created an error in the amounts needed.
 - After discussion, motion by Wilson, seconded by Logan, to recommend approval. Motion passed.
3. Library – Budget Amendment
 - The Library is 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.
 - After discussion, the committee voted to recommend approval, on a motion by Lillard, seconded by Reeves.
4. Courtroom Security – Budget Amendment
 - Sheriff Riles has asked that reserve funds be used for courtroom security.
 - After discussion, the committee voted to recommend approval on a motion by Kelley, seconded by Oglesby.
5. Public Works – Budget Amendment
 - Jim Smith, Public Works superintendent, asked that funds received from FEMA (related to the Belle Meade bridge collapse) be used to purchase additional road equipment.
 - After discussion, the committee voted to recommend approval on a motion by Wilson, seconded by Logan.
6. CDBG Grant bid acceptance
 - Mayor Taylor brought to the committee a recommendation to accept a bid on work on the Arlington lagoon. This is part of a CDBG grant the county was awarded.
 - After discussion, the committee voted to recommend acceptance on a motion by Wilson, seconded by Logan.
7. Health Department – paving contract
 - The Health Department has received a grant of \$15,000 to pave their parking lot. The low bid on the work is \$22,000. The balance of the funds would be paid by the county.
 - After discussion, the committee voted to recommend acceptance of the contract, but only after letting Fayette County Public Works see if they could do the job and what the cost would be. Motion made by Reeves, seconded by Logan.
8. Solid Waste – Tire Amnesty Day

- Charles Traylor, Director of Solid Waste, asked by November 5 be a tire amnesty day for the public. Funds received by Solid Waste for the disposal of tires would be used to pay for any tires received.
 - After discussion, the committee voted to recommend approval on a motion by Reeves, seconded by Oglesby.
9. E-Rate Agreement
- The local library district is requesting permission to submit paperwork on behalf of the library for the next three years. The paperwork is to obtain federal E-rate funds that can be used to offset library expenses for internet and communications.
 - After discussion, the committee recommended approval on a motion by Lillard, seconded by Kelley.
10. iPad purchase
- Mayor Taylor brought a recommendation on a three year lease from CDW, Inc for iPads for the Commission.
 - After discussion, the committee voted to recommend approval, on a motion by Reeves, seconded by Wilson.
11. Air Ambulance update
- Mayor Taylor reported that he had received two responses for a county-wide subscription for air ambulance services, The Wing and Air Evac. He was waiting on a document before making a recommendation.
12. Dog and Cat Registration
- Mayor Taylor reported that he had received two responses to a Request for Proposal on providing registration services for dogs and cats.
 - After discussion on the two responses, Comm Goodroe will help the Mayor with reviewing the responses. More information will be brought back next month.
13. Jail Overtime – Budget Amendment
- Sheriff Riles is asking for a budget amendment for jail overtime.
 - After discussion, the committee voted to recommend approval on a motion by Kelley, seconded by Logan.
14. Solid Waste Property purchase
- Mayor Taylor brought more information on property next to the land fill. The owners will take \$20,000 for the property. The property has a tax value of \$42,000.
 - The committee voted to recommend approval, on a motion by Reeves, seconded by Seals.

Meeting Adjournment

RESOLUTION

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

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

<u>51800</u>	<u>County Buildings</u>		
335	Maintenance & Repair Services - Buildings	<u>\$ 352.00</u>	
499	Other Supplies & Materials		<u>\$ 352.00</u>
	Subtotal-51800	\$ 352.00	\$ 352.00
<u>53310</u>	<u>General Sessions Judge</u>		
103	Assistants		<u>\$ 34,109.00</u>
106	Deputies	<u>\$ 34,109.00</u>	
	Subtotal-53310	\$ 34,109.00	\$ 34,109.00
<u>54410</u>	<u>Civil Defense (EMA)</u>		
335	Maintenance & Repair Services - Buildings		\$ 214.50
349	Printing, Stationery, & Forms		<u>100.00</u>
425	Gasoline	<u>\$ 314.50</u>	
	Subtotal-54410	\$ 314.50	\$ 314.50
<u>55130</u>	<u>Ambulance</u>		
196	In-Service Training	<u>\$ 300.00</u>	
320	Dues & Memberships		<u>\$ 300.00</u>
	Subtotal-55130	\$ 300.00	\$ 300.00
<u>55720</u>	<u>Sanitation Education</u>		
302	Advertising	<u>\$ 509.64</u>	
338	Maintenance & Repair Services – Vehicles		<u>\$ 509.64</u>
	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

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

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<u>57100 Agricultural Extension Service</u>		
191 Board & Comm. Member Fees	<u>\$ 54.00</u>	
307 Communication		\$ 2,610.00
309 Contracts w/ Government Agencies		<u>2,653.71</u>
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

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

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
34635 Committed for Social, Cultural, & Rec.	\$ 8,101.00	
Subtotal-34635	\$ 8,101.00	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	\$ 8,101.00	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
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

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

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
34520 <u>Restricted for Admin of Justice</u>	<u>\$ 3,542.64</u>	
Subtotal-34520	\$ 3,542.64	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	\$ 3,542.64	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
54110 <u>Sheriff's Department</u>		
399 Other Contracted Services		<u>\$ 3,542.64</u>
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

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

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<u>54210 Jail</u>		
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	<u>4,000.00</u>	
187 Overtime Pay		<u>\$ 40,000.00</u>
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

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

<u>REVENUES</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED TOTAL</u>
47230 Disaster Relief	\$159,957.00		\$159,957.00
<u>Net Total Revenues:</u>	\$159,957.00		\$5,439,318.00
<u>EXPENDITURES</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED TOTAL</u>
<u>68000 Capital Outlay</u>			
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

HETHCOAT DAVIS

September 2, 2016

File 1012-30

Mr. Bob Turner, City Administrator
Town of Somerville
13085 N. Main St.
P.O. Box 909
Somerville, TN 38068

Hon. Rhea "Skip" Taylor, Mayor
Fayette County
13095 N. Main St.
P.O. Box 218
Somerville, TN 38068

**Re: Bid Recommendation of Award
2015 CDBG Fayette County WWTP Improvements**

Dear Mr. Turner and Mayor Taylor:

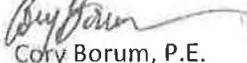
On Thursday, September 1, 2016, at 2:00 PM, separate sealed bids were received for the subject project. Each Contractor appears to have complied with the Tennessee Board for Licensing Requirements for submission of a competitively bid project. Two (2) competitive bids were received and are summarized as follows. Bids were opened in alphabetical order. They are presented herein by the price of the Bid. Note: Deductive Alternate No. 1 for the Somerville Project is reflected as being accepted in this letter. A detailed tabulation of Bids is attached.

- | | |
|--|---|
| <p>1. <u>J.S. Haren Company</u>
1175 Hwy 11 North
Athens, TN 37303
TN License No.: 25903
Total Base Bid: \$298,000.00
 \$143,000.00 Somerville
 \$155,000.00 County</p> | <p>2. <u>Eubank Construction</u>
2011 North Second Street
Booneville MS 38829
TN License No.: 44255
Total Base Bid: \$340,000.00
 \$120,000.00 Somerville
 \$220,000.00 County</p> |
|--|---|

Project funding available for construction of these projects is \$340,000 plus \$35,000 for contingency. J.S. Haren was the low competitive and responsible bidder and we feel they are entirely capable of completing the work as intended. Therefore, Hethcoat & Davis, Inc. recommends award of the project to J.S. Haren Company for the total amount of \$298,000.00, subject to concurrence by Economic and Community Development.

Please contact me if you have any questions.

Sincerely,


Cory Borum, P.E.

Enclosures: Bid Tabulation
copy: Rice Pritchard, ECD
Mattie Cushman, Community Development Partners

2015 Fayette County CDBG Wastewater Treatment Plant Improvements
 Project A: Town of Somerville Wastewater Treatment Plant Improvements
 Project B: Arlington Trailer Park Lagoon Improvements
 Fayette County, Tennessee
 H & D Project No. 1012-30
Mini Re-Bid Date: Thursday, September 1, 2016, at 2:00 p.m. local time

PROJECT A: Town of Somerville Wastewater Treatment Plant Improvements

Bid Tabulation				Schedule A		J S Haren Company 1175 Hwy 11 N Athens TN 37303		Eubank Construction Co., Inc. 2011 N 2nd Street Booneville MS 38829	
Item No.	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Bidder agrees to perform all the <u>Town of Somerville Wastewater Treatment Plant Improvements</u> work described in the contract documents, specifications, and as shown on the plans, for the following lump sum:	1	LS	\$ 143,000.00	\$ 143,000.00	\$ 120,000.00	\$ 120,000.00		
Total Bid Schedule A						\$ 143,000.00		\$ 120,000.00	

PROJECT A: Town of Somerville Wastewater Treatment Plant Improvements

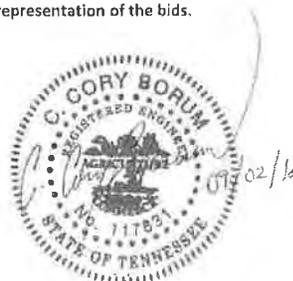
Schedule A-1 Deductive Alternate # 1				J S Haren Company 1175 Hwy 11 N Athens TN 37303		Eubank Construction Co., Inc. 2011 N 2nd Street Booneville MS 38829	
Item No.	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total
1	Delete 16" PVC pipe between Lagoon #1 and Lagoon #2, including the 16" gate valve and all labor, materials, and equipment associated with the installation of these items (NOTE: Not to be included in Total Project A+B Cost).	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 30,000.00	\$ 30,000.00
Total Deductive Alternate # 1						\$ 6,000.00	\$ 30,000.00
Total Bid Schedule A.1 Less Deductive Alternate						\$ 137,000.00	\$ 90,000.00

PROJECT B: Arlington Trailer Park Lagoon Improvements

Bid Tabulation				Schedule B		J S Haren Company 1175 Hwy 11 N Athens TN 37303		Eubank Construction Co., Inc. 2011 N 2nd Street Booneville MS 38829	
Item No.	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Bidder agrees to perform all the <u>Arlington Trailer Park Lagoon Improvements</u> work described in the contract documents, specifications, and as shown on the plans, for the following lump sum:	1	LS	\$ 155,000.00	\$ 155,000.00	\$ 220,000.00	\$ 220,000.00		
Total Bid Schedule B						\$ 155,000.00	\$ 220,000.00		
TOTAL PROJECT SCHEDULE A + SCHEDULE B (Does not include Deductive Alternate A-1)						\$ 298,000.00	\$ 340,000.00		

I do hereby certify this to be a true and correct representation of the bids.

 C. Cory Borum, PE



 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 11/1/2016		End Date 10/31/2017		Agency Tracking # 34360-64217	
Grantee Legal Entity Name Fayette County Government				Edison ID 24	
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 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					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> 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.				<i>CPO USE - GG</i>	
Speed Chart (optional) HL00000188		Account Code (optional) 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

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

FAYETTE

FAYETTE COUNTY ENVIRONMENTAL CENTER

is offering

PILOT WASTE TIRE AMNESTY DAY

DATE: November 5, 2016 8:00 A.M. - 12:00 Noon

LOCATION: 11675 Highway 76 South, Somerville, TN

(Tire storage area located behind the Fayette County Recycling Facility)

REGULATIONS / REQUIREMENTS:

Acceptable Number(s) per Household: 8 Passenger/Light truck tires

or

10 Semi-truck tires

or

10 Agricultural tractor tires

NO COMMERCIAL (Tire Dealers)

Proof of (Fayette County) Residency: Driver's License

(or) Utility Bill

NOTE: For more information please call Charles Traylor, (901) 465-5230

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).

Apple Financial Services Phone 844-474-2209
2330 Interstate 30 Fax (972) 755 8210
Mesquite, TX 75150



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 50,000 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
<input type="checkbox"/> 36 Months	Monthly	FMV	\$279.07	2%
<input type="checkbox"/> 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.finsvs.com

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

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

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
54150 <u>Drug Enforcement</u>		
716 Law Enforcement Equipment	<u>\$ 28,477.93</u>	
718 Motor Vehicles		<u>\$ 28,477.93</u>
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

County-wide Membership Memo:
09/22/2016

Mayor Taylor,

This memo is to inform all parties involved that the proposal presented by Hospital Wing, concerning the county-wide membership for Fayette County, meets the requirements set forth by the OIG Opinion Statement you presented. In section 3, the OIG listed two possible qualifiers in which either qualifier could be met. Hospital Wing chooses to use the second qualifier that states the membership must collect an equal or higher amount than what is expected from Medicare Part B patients "cost share."

Hospital Wing has performed a historical actuarial analysis for Fayette County that covers the past 12 months. The amount quoted to you in the contract, meets and exceeds the cost needed to cover the cost sharing amounts ensuring that the contract is not in danger of violating the Medicare Anti-Kickback Statute.

As stated in the contract, Hospital Wing will conduct a yearly actuarial analysis, the price of the membership will be adjusted to ensure that we remain above this metric. By meeting the opinion set forth by the OIG, Medicare Anti-Kickback statute is not a concern.

Josh Steele, Director of Business Development

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, BTLIS, 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 patient's 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

**TENNESSEE DEPARTMENT OF REVENUE**

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

September 11, 2016

Month of: AUGUST
 Tot. Collections: \$624,995.38
 Cost of Admin: \$7,031.20
 Net Collections: \$617,964.18

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	\$64,033.78	\$720.38	\$63,313.40
SOMERVILLE	\$85,432.45	\$961.12	\$84,471.33
LAGRANGE	\$191.00	\$2.15	\$188.85
MOSCOW	\$10,270.37	\$115.54	\$10,154.83
OAKLAND	\$248,954.77	\$2,800.74	\$246,154.03
ROSSVILLE	\$19,938.46	\$224.31	\$19,714.15
GALLAWAY	\$43,837.29	\$493.17	\$43,344.12
BRADEN	\$3,884.83	\$43.70	\$3,841.13
WILLISTON	\$383.90	\$4.32	\$379.58
PIPERTON	\$147,124.44	\$1,655.15	\$145,469.29
GRAND JUNCTION	\$944.09	\$10.62	\$933.47

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.

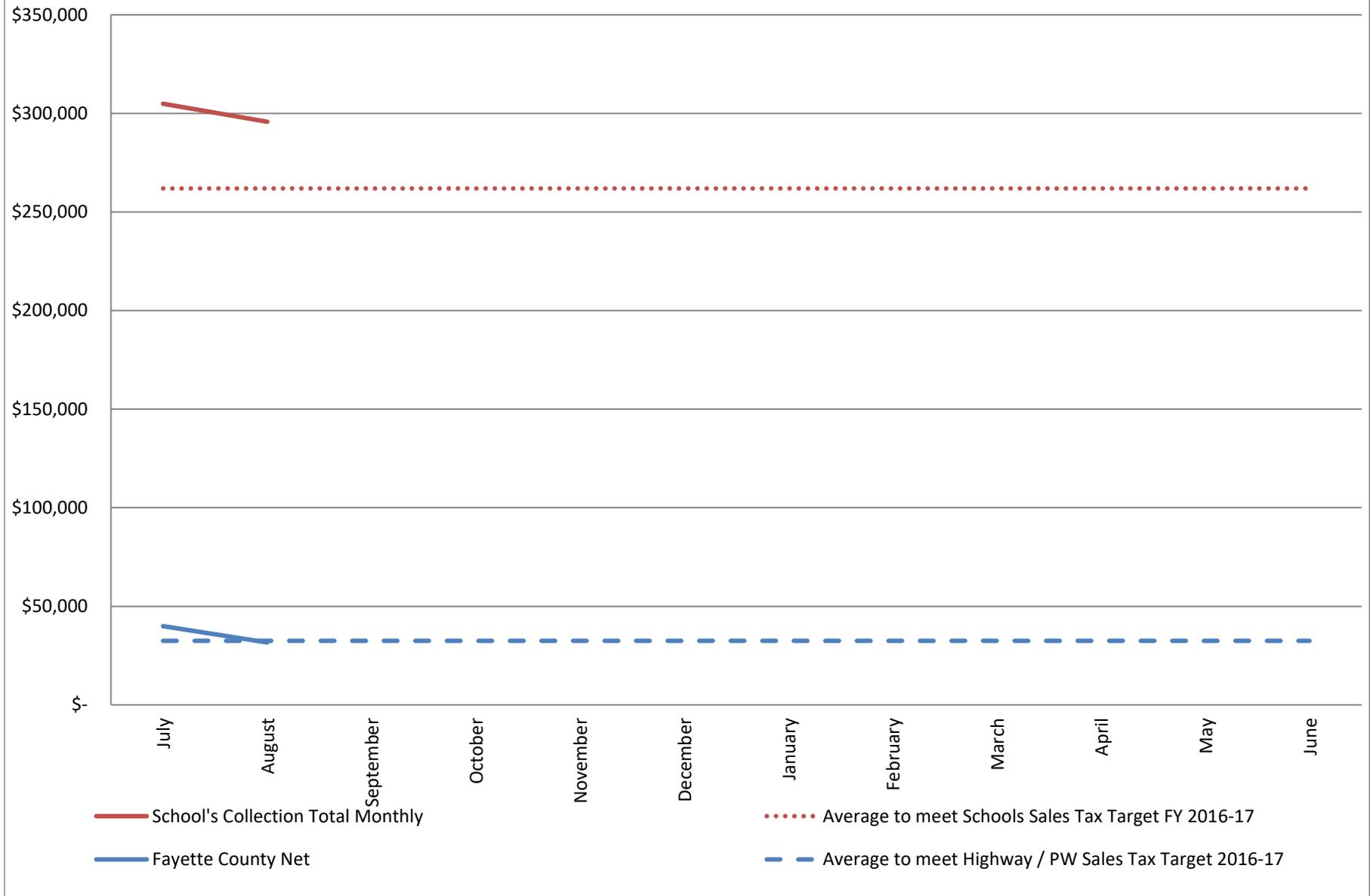
Sales Tax

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						v	\$ -	\$ 785,859
October						v	\$ -	\$ 1,047,812
November						v	\$ -	\$ 1,309,765
December						v	\$ -	\$ 1,571,718
2017 January						v	\$ -	\$ 1,833,671
February						v	\$ -	\$ 2,095,624
March						v	\$ -	\$ 2,357,577
April						v	\$ -	\$ 2,619,530
May						v	\$ -	\$ 2,881,483
June							\$ -	\$ 3,143,436
						\$ 600,658		
Collected Sales Tax to Public Works								
		\$	71,598		Sales Tax Budget 2016-17:	\$	3,117,909	
		Current Avg Monthly	\$ 35,799					
		Public Works Estimated Monthly	\$ 32,500					
		Projected Ending	\$ 429,591		YTD Sales Tax Over/Under	\$	61,777	
		Public Works Sales Tax Budget:	\$ 390,000					
		Annual Projected Over/(Under) Budget:	\$ 39,591					

Sales Tax





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

SEPTEMBER 12, 2016

BILL HASLAM
 Governor

RICHARD H. ROBERTS
 Commissioner

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 AUGUST, 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	185.93
SOMERVILLE EDUCATION	23.86
LAGRANGE EDUCATION	1.03
MOSCOW EDUCATION	4.29
OAKLAND EDUCATION	51.07
ROSSVILLE EDUCATION	6.95
GALLAWAY EDUCATION	5.24
BRADEN EDUCATION	2.17
WILLISTON EDUCATION	3.05
PIPERTON EDUCATION	12.58
GRAND JUNCTION EDUCATION	.03
TOTAL ALLOCATION FOR FAYETTE COUNTY EDUCATION	\$296.20
FAYETTE COUNTY GENERAL PURPOSE	185.93
GRAND TOTAL ALLOCATION	\$482.13

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: AUGUST 2016		Permits Issued:24			Fees Collected:5625		
TOTAL BY CIVIL DISTRICT AND PURPOSE							
CD #	HOUSES	MOBILE	BUSINESS	INDUSTRY	ADDITIONS	OTHER	CD# TOTAL
#01		1			1		2
#02	1					1	2
#03					1		1
#04							0
#05							0
#06	1						1
#07	2					3	5
#08	1					1	2
#09					1	3	4
#10							0
#11						1	1
#12							0
#13	1	1				2	4
#14	1					1	2
#15							0
TOTAL	7	2	0	0	3	12	24

MONTHLY REVENUE REPORT		PREVIOUS FISCAL YEAR	
BUILDING PERMITS	\$4,775	BUILDING PERMITS	\$4,849
ROAD CONS. REVIEW FEES	\$0	ROAD CONS. REVIEW FEES	\$0
BEER PERMITS	\$500	BEER PERMITS	\$0
APPEALS BOARD FEES	\$0	APPEALS BOARD FEES	\$0
REZONING FEES	\$0	REZONING FEES	\$0
SUBDIVISION REVIEW FEES	\$150	SUBDIVISION FEES	\$0
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	\$5,625	MONTHLY TOTAL	\$5,049
BEGINNING BALANCE	\$8,040	BEGINNING BALANCE	\$7,089
MONTHLY TOTAL	\$5,625	MONTHLY TOTAL	\$5,049
YEAR TO DATE	\$13,665	YEAR TO DATE	\$12,138

ADEQUATE FACILITIES TAX BY FISCAL YEAR

14.5

DATE	BRADEN	FAYETTE	GALLAWAY	GRAND JUN	LAGRANGE	MOSCOW	OAKLAND	PIPERTON	ROSSVILLE	SOMERVILLE	WILLISTON	TOTAL
Jul-15		\$28,326					\$10,784	\$320	\$1,548			\$40,978
Aug-15	\$2,981	\$13,077					\$18,612	\$7,655	\$6,978			\$49,303
Sep-15		\$9,309					\$16,278	\$5,133	\$1,735	\$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												
Oct-16												
Nov-16												
Dec-16												
Jan-17												
Feb-17												
Mar-17												
Apr-17												
May-17												
Jun-17												
		40,230					41,341	10,680	56,231			151,756

September 1, 2016

Honorable Rhea Taylor, Mayor
and Honorable Board of Commissioners
Fayette County
P.O. Box 218
Somerville, TN 38068

Dear Mayor Taylor and Members of the Board:

This letter acknowledges receipt of a certified copy of the fiscal year 2017 budget.

We have reviewed the budget and have determined that projected revenues and other available funds are sufficient to meet anticipated expenditures. Our review of the budget is based solely on the information we have received and is for determining that the budget appears to be balanced. With regard to programs included in the budget such as education, roads, and corrections, we have not attempted to determine that the local government has complied with specific program statutes or guidelines, or with any financing requirements prescribed by any state or federal agency. A property tax rate may be included in this budget, and we would recommend that local government officials be certain that all program requirements have been met before initiating the tax collection process.

This letter constitutes approval, by this office, for the County's fiscal year 2017 budget as adopted by the County Commission.

If you should have any questions or we may be of assistance, please feel free to call us.

Sincerely,



Sandra Thompson
Director of the Office of State and Local Finance

cc: Mr. Bryan Burklin, Assistant Director, Division of Local Government Audit, COT

STATE OF TENNESSEE
HOUSE OF REPRESENTATIVES



BETH HARWELL
SPEAKER OF THE HOUSE

August 25, 2016

Mayor Skip Taylor
Fayette County Government
P.O. Box 218
Somerville, TN 38068

Dear Mayor Taylor,

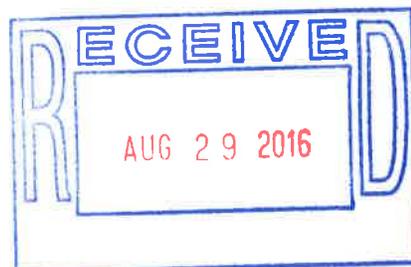
Each year, the General Assembly's Office of Legislative Budget Analysis prepares county specific reports with a variety of information that may be of interest to you. Enclosed is a copy of the recently released FY 2015-16 report with revenue and expenditure data by department for Fayette County.

It is of vital importance for all citizens of Tennessee that local and state governments work together to provide those services Tennesseans expect in their communities. As funding is a large part of this partnership, I want to ensure that you are always kept informed when reports such as the one attached are produced. This packet is a good snapshot of how local and state government work together to achieve those goals.

Thank you for your service to Fayette County and our state. If I can ever be of assistance to you, please know my door is always open.

Sincerely,

Beth Harwell
Speaker of the House
Tennessee General Assembly



TENNESSEE GENERAL ASSEMBLY

COUNTY-BY-COUNTY ANALYSIS FISCAL YEAR 15-16

PREPARED BY
OFFICE OF LEGISLATIVE BUDGET ANALYSIS

(615) 741-4378

<http://www.capitol.tn.gov/joint/staff/#lba>

FAYETTE COUNTY

	TENNESSEE	FAYETTE COUNTY
Population estimates, July 1, 2015	6,600,299	39,165
Population estimates base, April 1, 2010	6,346,275	38,413
Population, percent change - April 1, 2010 (estimates base) to July 1, 2015	4.0	2.0
Persons under 5 years, percent, July 1, 2014	6.1	5.4
Persons under 18 years, percent, July 1, 2014	22.8	20.9
Persons 65 years and over, percent, July 1, 2014	15.1	18.7
High school graduate or higher, percent of persons age 25 years+, 2010-2014	84.9	87.2
Bachelor's degree or higher, percent of persons age 25 years+, 2010-2014	24.4	22.7
Veterans, 2010-2014	471,819	3,047
Households, 2010-2014	2,487,349	14,681
Per capita income in past 12 months (in 2014 dollars), 2010-2014	\$24,811	\$28,946
Median household income (in 2014 dollars), 2010-2014	\$44,621	\$55,623
Persons in poverty, percent	18.3	14.7
Land area in square miles, 2010	41,234.90	704.79
Population per square mile, 2010	153.9	54.5

Source: US Census Bureau, State & County QuickFacts

State Shared Taxes County of Fayette

2015-16 Tax Collections	Braden	Gallaway	Grand Junction	Lagrange	Moscow	Oakland	Piperton	Rossville	Somerville	Williston	Fayette County	Total
Alcoholic Beverage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,241	\$90,241
Beer	\$138	\$332	\$159	\$65	\$271	\$3,234	\$706	\$324	\$1,511	\$193	\$18,488	\$25,420
Business Tax	\$0	\$0	\$0	\$0	\$5,159	\$0	\$33,601	\$8,839	\$26,299	\$0	\$275,621	\$349,518
Excise	\$0	\$0	\$3,119	\$0	\$4,108	\$9,056	\$5,253	\$1,346	\$16,809	\$0	\$127,822	\$167,512
Gas & Motor Fuel	\$8,281	\$19,968	\$9,543	\$3,905	\$16,327	\$194,480	\$42,431	\$19,498	\$90,853	\$11,599	\$2,201,273	\$2,618,158
Income Tax	\$854	\$183	\$2,412	\$6,330	\$17,099	\$38,550	\$45,522	\$18,803	\$32,876	\$1,196	\$147,266	\$311,090
Mixed Drink	\$0	\$0	\$0	\$0	\$0	\$13,372	\$0	\$0	\$2,591	\$0	\$147	\$16,109
Sales	\$22,667	\$54,658	\$26,123	\$10,691	\$44,691	\$532,356	\$116,149	\$53,372	\$248,695	\$31,750	\$6,053	\$1,147,207
Telecomm Sales	\$25	\$60	\$29	\$12	\$49	\$583	\$127	\$58	\$272	\$35	\$5,541	\$6,791
Tire Tax - County	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,404	\$14,404
TVA Replacement	\$3,309	\$7,980	\$3,814	\$1,561	\$6,525	\$77,721	\$16,957	\$7,792	\$36,308	\$4,635	\$978,614	\$1,145,216
Total	\$35,274	\$83,181	\$45,199	\$22,563	\$94,228	\$869,352	\$260,746	\$110,032	\$456,214	\$49,408	\$3,865,469	\$5,891,665

**STATE OF TENNESSEE
COUNTY-BY-COUNTY ANALYSIS
Fayette County
FY15-16**

AGRICULTURE

Category	State Expenditures	Federal Expenditures	Total Expenditures
Agricultural Enhancement Program	\$47,143	\$0	\$47,143
Agricultural Resources Conservation Fund	\$96,094	\$0	\$96,094
Fairs	\$0	\$0	\$0
Volunteer Fire Department Grants	\$0	\$0	\$0

CHILDREN'S SERVICES

Category	State Expenditures	Federal Expenditures	TennCare Expenditures	Total Expenditures	Served
Child and Family Management Grants	\$145,400	\$70,600	\$272,300	\$488,300	43
Facilities Operations	\$12,468,000	\$0	\$0	\$12,468,000	273
Foster Care	\$5,600	\$22,700	\$0	\$28,300	7
Independent Living	\$1,300	\$1,500	\$0	\$2,800	1

Facilities Operations Name(s): John S. Wilder Youth Development Center

COMMERCE AND INSURANCE

Category	State Expenditures	Federal Expenditures	Total Expenditures	Served
E911 Funding	\$547,524	\$0	\$547,524	-
Fire Academy Trainees	\$0	\$0	\$0	162
Firefighter Supplements	\$2,400	\$0	\$2,400	4
Police Pay Supplements (POST)	\$24,600	\$0	\$24,600	41
TN Law Enforcement Training Academy (TLETA)	\$0	\$0	\$0	5

COMMISSION ON AGING AND DISABILITY

Category	State Expenditures	Federal Expenditures	Total Expenditures	Meals Served	Served
Meals	\$0	\$111,168	\$111,168	19,031	158
OPTIONS	\$18,792	\$0	\$18,792	-	10
State Health Insurance Assistance Program (SHIP)	\$0	\$5,402	\$5,402	-	263

COMMISSION ON CHILDREN AND YOUTH

Category	State Expenditures	Federal Expenditures	Total Expenditures
Court Appointed Special Advocates (CASA)	\$0	\$0	\$0

COMPROLLER

Category	Property Tax Relief	Total Debt	Debt per Capita FY2015
State Contribution to Property Tax Relief	\$53,879	\$0	\$0
County Debt and Debt per Capita FY2015	\$0	\$33,284,196	\$866

CORRECTION

Category	State Expenditures	Federal Expenditures	Total Expenditures
Community Supervision	\$462,400	\$0	\$462,400
Facilities Operation	\$0	\$0	\$0
Local Jails Housing State Inmates	\$768,200	\$0	\$768,200

Facilities Operation Name(s): None

COURT SYSTEM

Category	State Expenditures	Federal Expenditures	Total Expenditures
Indigent Defendant's Counsel-Guardian Ad Litem	\$75,025	\$0	\$75,025

DISTRICT ATTORNEYS GENERAL

Category	State Expenditures	Federal Expenditures	Total Expenditures	Judicial District
Operations	\$419,884	\$34,786	\$454,670	25

ECONOMIC AND COMMUNITY DEVELOPMENT

Category	State Expenditures	Federal Expenditures	Total Expenditures
Development District Grants	\$6,613	\$0	\$6,613
FastTrack Infrastructure and Development	\$0	\$0	\$0
FastTrack Training	\$0	\$0	\$0

EDUCATION

Category	State Expenditures	Federal Expenditures	Total Expenditures	Students	BEP Teachers
After School Programs	\$0	\$0	\$0	-	-
K-12 Programs	\$15,646,000	\$4,332,165	\$19,978,165	3,256	213
Pre-Kindergarten Programs	\$838,779	\$0	\$838,779	136	-
Special Schools Operations	\$0	\$0	\$0	-	-
Students Served at Special Schools	\$0	\$0	\$0	1	-

Special Schools Operations Name(s): None

ENVIRONMENT AND CONSERVATION

Category	State Expenditures	Federal Expenditures	Total Expenditures	Acres
Grants (Recreation Trails, Clean Diesel, Stream Repair, Recycling, Used Oil, Waste Tire, and Energy)	\$19,554	\$196,103	\$215,657	-
Historical Commission Grants	\$0	\$0	\$0	-
Natural Areas	\$13,068	\$784	\$13,852	2,560
State Parks	\$0	\$0	\$0	-

Historical Commission Grants Recipient Name(s): None

Natural Areas Name(s): Ghost River, William B. Clark

State Parks Name(s): None

FINANCE AND ADMINISTRATION

Category	State Expenditures	Federal Expenditures	Total Expenditures	Programs
Office of Criminal Justice Programs	\$0	\$29,200	\$29,200	1

GENERAL SERVICES

Category	Sq Ft of FRF Leased Space (as of January 2016)	Sq Ft of State Owned Space (as of January 2016)
State Space	16,983	230,100

HEALTH

Category	State Expenditures	Federal Expenditures	Rebates Expenditures	TennCare Expenditures	Total Expenditures	Served
Children Health and Development (CHAD)	\$0	\$0	\$0	\$0	\$0	-
Children's Special Services (CSS)	\$9,795	\$10,877	\$0	\$0	\$20,734	19
Faith Based Clinics (Safety Net)	\$0	\$0	\$0	\$0	\$0	-
Federally Qualified Health Clinics (FQHC)	\$0	\$0	\$0	\$0	\$0	-
Healthier Beginning Programs	\$0	\$0	\$0	\$0	\$0	-
Healthy Start	\$0	\$0	\$0	\$0	\$0	-
Help Us Grow Successfully (HUGS)	\$0	\$0	\$0	\$66,744	\$66,744	74
HIV AIDS Prevention	\$0	\$0	\$0	\$0	\$0	317
Project Diabetes	\$4,406	\$0	\$0	\$0	\$4,406	650
Ryan White - HIV AIDS	\$0	\$0	\$0	\$0	\$0	-
Tobacco Related Services (Prevention, Stop Usage, Control Services)	\$1,654	\$2,498	\$0	\$0	\$4,152	6
Tobacco Settlement Funds	\$22,003	\$0	\$0	\$0	\$22,003	-
Women, Infant, Children (WIC)	\$0	\$502,940	\$180,807	\$0	\$683,747	1,290

HIGHER EDUCATION

Category	State Expenditures	Federal Expenditures	Total Expenditures	Campuses (Main + Satellites)	Employees	Students Enrolled	TN Student Assistance Award Recipients	Average TN Student Assistance Award	Lottery Scholarship Recipients	Lottery Scholarships
Board of Regents	\$0	\$0	\$0	-	-	952	-	\$0	-	\$0
Scholarships	\$0	\$0	\$0	-	-	-	256	\$1,963	447	\$2,356,630
University of Tennessee	\$211,166	\$0	\$211,166	-	3	194	-	\$0	-	\$0
UT- County Technical Advisory Service	\$6,603	\$0	\$6,603	-	-	-	-	\$0	-	\$0
UT- Institute for Public Service	\$17,430	\$0	\$17,430	-	-	-	-	\$0	-	\$0
UT- Municipal Technical Advisory Service	\$20,965	\$0	\$20,965	-	-	-	-	\$0	-	\$0

Board of Regents Main Campus Name(s): None

University of Tennessee Main Campus Name(s): None

HUMAN RESOURCES

Category	Positions (as of May 2016)
State Employment Positions Assigned	298

HUMAN SERVICES

Category	State Expenditures	Federal Expenditures	Total Expenditures	Total Disbursed	Served
Child and Adult Care Food Program (meals)	\$0	\$40,228	\$40,228	\$0	17,297
Child Care Certificate Program	\$0	\$0	\$0	\$131,464	82
Child Support Disbursement (cases)	\$0	\$0	\$0	\$2,904,614	1,871
Families First Cash Assistance	\$59,038	\$214,158	\$273,196	\$0	3,749
Summer Food Service Program (meals)	\$0	\$0	\$0	\$0	-
Supplemental Nutrition Assistance Program (SNAP) FY Aggregate	\$0	\$11,065,241	\$11,065,241	\$0	85,550
Vocational Rehabilitation (Direct Client Services)	\$8,078	\$29,845	\$37,923	\$0	-

INTELLECTUAL AND DEVELOPMENTAL DISABILITIES

Category	State Expenditures	TennCare Expenditures	Total Expenditures	Regional Office	Served
Community Homes	\$0	\$2,672,320	\$2,672,320	-	8
Developmental Centers	\$0	\$0	\$0	-	-
Family Support Services	\$42,985	\$0	\$42,985	-	18
Regional Offices	\$0	\$0	\$0	West Region	-
Seating and Positioning	\$0	\$0	\$0	West Region	-
State Funded Wrap-Around - Support Services	\$21,438	\$0	\$21,438	-	3

LABOR AND WORKFORCE DEVELOPMENT

Category	State Expenditures	Federal Expenditures	Total Expenditures	Served	Claims (as of May 2016)	Diplomas Earned (through 6/7/16)
Adult Education	\$20,337	\$61,011	\$81,348	95	-	24
Unemployment Insurance Benefits (through May 15, 2016)	\$1,513,283	\$0	\$1,513,283	-	-	-
Workers Compensation	\$29,900	\$0	\$29,900	-	275	-

LOTTERY

Category	Retailer Commissions	Ticket Retailers	Ticket Sales
Operations	\$605,247	29	\$9,287,653

MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

Category	State Expenditures	Federal Expenditures	TennCare Expenditures	Total Expenditures	Served
Behavioral Safety Net	\$32,289	\$0	\$0	\$32,289	82
Crisis Services Continuum	\$55,833	\$0	\$0	\$55,833	324
Other Mental Health Services	\$0	\$0	\$0	\$88,122	406
Regional Mental Health Institute	\$0	\$0	\$0	\$466,190	38
Substance Abuse Services	\$0	\$0	\$0	\$117,122	55

MILITARY

Category	State Expenditures	Federal Expenditures	Total Expenditures	Army and Air Centers	Air Guard Reserve Personnel	Air Guard Active Personnel	Army Guard Reserve Personnel	Army Guard Active Personnel	Total Guard Personnel
FEMA Grants	\$0	\$0	\$0	-	-	-	-	-	-
Homeland Security Grants	\$0	\$0	\$0	-	-	-	-	-	-
Readiness Centers	\$0	\$0	\$0	-	20	5	21	-	46

PUBLIC DEFENDERS

Category	State Expenditures	Federal Expenditures	Total Expenditures	Judicial District
Operations	\$337,681	\$0	\$337,681	25

SAFETY AND HOMELAND SECURITY

Category	Service Centers	Driver Licenses (new + renewals)	Handgun Permits (new + renewals)	Citations
Driver Licenses	1	31,459	-	-
Handgun Permits	-	-	1,237	-
Traffic Citations Issued by Highway Patrol Officers	-	-	-	3,080

SECRETARY OF STATE

Category	State Expenditures	Federal Expenditures	Total Expenditures
Archives Grants	\$0	\$0	\$0
Help America Vote Grants	\$825	\$15,675	\$16,500
Regional Library Grants	\$1,553	\$3,051	\$4,604

TENNCARE AND STRATEGIC HEALTH

Category	State Expenditures	Federal Expenditures	Total Expenditures	Served
Access TN	\$6,392	\$0	\$6,392	1
Adults on TennCare	\$7,206,608	\$13,404,311	\$20,610,919	3,091
Children on TennCare	\$5,193,377	\$9,659,697	\$14,853,074	4,121
CHOICES Enrollees	\$3,270,400	\$6,082,954	\$9,353,354	184
Cover Kids	\$53,919	\$692,677	\$746,596	347
Cover RX	\$25,945	\$0	\$25,945	120
Intellectual and Developmental Disabilities Waivers	\$797,168	\$1,482,735	\$2,279,904	27
Supplemental Hospital Payments	\$0	\$0	\$0	-

TENNESSEE ARTS COMMISSION

Category	State Expenditures	Federal Expenditures	Total Expenditures
Grants	\$2,745	\$0	\$2,745

TENNESSEE BUREAU OF INVESTIGATION

Category	State Expenditures	Federal Expenditures	Total Expenditures	Cleanups	Forensic Tests
Meth Lab Cleanups and Tests	\$4,631	\$3,750	\$8,381	1	19
Other Forensic Tests	\$0	\$0	\$0	-	173

TENNESSEE HOUSING DEVELOPMENT AGENCY

Category	State Expenditures	Federal Expenditures	Total Expenditures	State Units	Federal Units	Total Units
Total THDA Investment CY 2015	\$108,081	\$12,935,707	\$13,043,788	10	895	905

TENNESSEE REGULATORY AUTHORITY

Category	Rate Regulated Utilities	Registrants	TDAP Devices Distributed
Do Not Call Registrants as of May 2016	-	29,279	-
Rate Regulated Utilities Per County as of May 2016	-	-	-
Telecommunications Device Access Program (TDAP) as of May 2016	-	-	1

TOURIST DEVELOPMENT

Category	State Expenditures	Federal Expenditures	Total Expenditures
Marketing Grants	\$0	\$0	\$0

TRANSPORTATION

Category	State Expenditures	Federal Expenditures	Total Expenditures	Highway Miles	Airports
Airports	\$65,150	\$915,300	\$980,450	-	1
Bridge Grant Program	\$311,172	\$0	\$311,172	-	-
Highway Safety Grants	\$0	\$49,955	\$49,955	-	-
State Aid Road Program	\$564,603	\$0	\$564,603	-	-
State-maintained Highways	\$1,849,348	\$0	\$1,849,348	211	-

TREASURY

Category	State Expenditures	Federal Expenditures	Total Expenditures
Tennessee Consolidated Retirement System Payments	\$14,853,304	\$0	\$14,853,304

VETERAN SERVICES

Category	State Expenditures	Federal Expenditures	Total Expenditures	Served
Veterans and Benefits	\$0	\$6,533,000	\$6,533,000	3,873

WILDLIFE RESOURCES AGENCY

Category	State Expenditures	Federal Expenditures	Total Expenditures	Hunting Licenses (new + renewals)	Fishing Licenses (new + renewals)	Watercraft Registrations (new + renewals)
Grants (for operations and research)	\$0	\$0	\$0	-	-	-
Payments In-Lieu of Taxes for Land Holdings	\$10,662	\$0	\$10,662	-	-	-
Sale of Licenses	\$0	\$0	\$0	4,155	2,564	213

Wildlife Management Areas Acres: 9,283

Wildlife Management Areas Name(s): John S. Porter Conservation Area, Wolf River WMA