

**FAYETTE COUNTY COMMISSION
COMMITTEE AGENDAS
May 2018**

May 14, Monday – POSTPONED DUE TO NO SCHOOL’S BUDGET

Education 5:30 pm

May 8, Tuesday

Development 5:30 pm

1. Budget Amendment – 131 – Public Works #2
2. Equalization Board Continuing Education Requirements Resolution
3. Budget Discussion
 - Beer Board 51220 John Pitner
 - Development 51710 John Pitner
 - Building 51730 John Pitner
 - Other General Admin 51900 Mayor Taylor
 - Agricultural Extension Service 57100 Jeff Via
 - Soil Conservation 57500 Paula Gould
 - Industrial Development 58120 Mayor Taylor
 - Airport 58220 David Booth
 - Adequate Facilities Tax Fund 125 Mayor Taylor
 - Public Works Fund 131 Jim Smith

May 10, Thursday

Budget 5:30 pm

1. TCRS – County contribution rate
2. Amendment to Inmate Telephone Service Agreement
3. 25th Judicial District (Circuit Court) Drug Court agreement with the Grove FY1819
4. West TN Veteran’s Home Request Letter
5. County Attorney Contract
6. Budget Amendment – 101 – Misc. No Fund Balance Change
7. Budget Amendment – 101 – Potential Vacation Payout Coverage
8. Budget Amendment – 116 – Year End Adj. & Potential Vacation Payout Coverage
9. Budget Amendment – 122 – Year End Adj.
10. Budget Amendment – 125 – Year End Adj.
11. Budget Amendment – 131 – Public Works #2
12. Budget Amendment – 151 – Year End Adj.
13. Budget Discussion
 - County Commission 51100 Mayor Taylor
 - County Mayor 51300 Mayor Taylor
 - Human Resources 51310 Mayor Taylor
 - County Attorney 51400 Mayor Taylor
 - Election Commission 51500 Josh Tapp
 - Register of Deeds 51600 Sissy Dowdle
 - County Buildings 51800 Mayor Taylor
 - Other Facilities 51810 Mayor Taylor
 - Accounting & Budgeting 52100 Mayor Taylor
 - Property Assessor’s Office 52300 Mark Ward
 - Reappraisal Program 52310 Mark Ward
 - County Trustee’s Office 52400 Barbara Parker
 - County Clerk’s Office 52500 Sue Culver
 - Other Charges 58400 Mayor Taylor
 - Employee Benefits 58600 Mayor Taylor
 - Debt Service Fund 151 Mayor Taylor

*****Bring Previously Delivered Budget Packet*****

Budget Amendment – 131 – Public Works #2

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 17/18 BUDGET AMENDMENT NO. 2

<u>EXPENDITURES</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED TOTAL</u>
<u>6100 Administration</u>			
196 In-Service Training	\$3,200.00		\$7,000.00
599 Other Changes	\$2,000.00		\$15,000.00
Net Change 61000:	\$5,200.00		\$217,677.00
<u>62000 Hwy. & Br. Maint.</u>			
187 Overtime	\$10,000.00		\$58,000.00
186 Longevity Pay		\$(5,600.00)	\$22,200.00
499 Other Supplies	\$2,500.00		\$12,500.00
Net Change 62000:	\$6,900.00		\$1,782,025.00
<u>65000 Other Charges:</u>			
307 Communication		\$(1,300.00)	\$5,700.00
452 Utilities	\$5,000.00		\$21,000.00
506 Liability Ins.		\$(6,800.00)	\$111,700.00
510 Trustee's Commission	\$9,000.00		\$61,000.00
Net Change 65000:	\$5,900.00		\$203,900.00

<u>EXPENDITURES</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED TOTAL</u>
<u>66000 Employee Benefits</u>			
513 Workman's Comp. Ins.		\$(18,000.00)	\$133,500.00
Net Change 66000:		\$(18,000.00)	\$631,500.00
<u>68000 Capital Outlay</u>			
714 Hwy. Equipment	\$21,340.00		\$659,340.00
Net Change 68000:	\$21,340.00		\$3,006,114.00
Net Change Expenditures:	\$21,340.00		\$6,348,716.00
Excess of Est. Revenues Over (Under) Est. Expenditures			\$(442,108.00)
Est. Beginning Fund Balance- July 2017			\$1,787,954.00
Est. Ending Fund Balance- June 2018			\$1,345,846.00

Equalization Board Continuing Education Requirements Resolution

**RESOLUTION TO REQUIRE COUNTY BOARD OF EQUALIZATION MEMBERS AND
COUNTY BOARD HEARING OFFICERS TO COMPLETE ANNUAL CONTINUING
EDUCATION**

WHEREAS, the State of Tennessee, through its General Assembly, has mandated that the county legislative body shall by resolution establish a minimum of at least four (4) hours of annual training for county board of equalization members and county hearing officers and the minimum record keeping requirements related to members' certificates of attendance; and

WHEREAS, the General Assembly, in passing Chapter 13 of the Public Acts of 2017, amended *Tennessee Code Annotated* § 67-1-403(e) to provide that such mandatory training shall be a condition of appointment or continued service; and

WHEREAS, the General Assembly, in passing Chapter 13 of the Public Acts of 2017, amended *Tennessee Code Annotated* § 67-1-403(e) to provide that mandatory annual continuing education and training is only required to the extent that such education and training is provided by the Comptroller of the Treasury free of charge.

NOW, THEREFORE BE IT RESOLVED, by the County Legislative Body of Fayette County, Tennessee, meeting in session on this 27th day of March, 2018, at Somerville, Tennessee, that:

SECTION 1. As a condition of appointment or continued service, county board of equalization members and county hearing officers shall complete a minimum of four (4) hours of annual training to include board governance, open meetings requirements, and other topics reasonably related to the duties of the members of the county board of equalization, as provided by the Comptroller of the Treasury.

SECTION 2. Members' certificates of attendance shall be turned over to the assessor of property for preservation for a period of at least three (3) years.

SECTION 3. This Resolution shall be effective upon its passage and approval, the public welfare requiring it.

Adopted this 27th day of March, 2018.

APPROVED:

Rhea Taylor, County Mayor

ATTEST:

Sue Culver, County Clerk

TCRS – County Contribution Rate

**Employer Contribution Rate Certification
Tennessee Consolidated Retirement System (TCRS)
Actuarial Valuation at June 30, 2017**



Acknowledgement of employer rate effective July 1, 2018 through June 30, 2019

Department Code: 81040

Department Name: FAYETTE COUNTY COURTHOUSE EMP

I hereby acknowledge and agree that I have reviewed the background information on rates provided to me and also located on the Treasury Website at: <https://publicreports.treasury.tn.gov>. I further acknowledge the upward trends concerning future employer contribution rates.

Please select one of the options below

The Minimum Employer rate: 1.56%

Optional: We choose to pay a higher contribution of: 4.01%

Employer Signature _____ Title County Mayor

Date _____ Phone 901-465-5202 Email mayor@fayettetn.us

The first department code listed on the Employer Actuarially Determined Contribution (ADC) Rate sheet is your master code. The master code is responsible for determining the rate and submitting the completed employer contribution rate certification to TCRS. The rate selected will be applicable for all department codes listed on the Employer Actuarially Determined Contribution (ADC) Rate sheet. It is the master code's responsibility to notify these departments of the new rates.

Please return the completed rate certification no later than May 31, 2018 via one of the following methods:

By email: TCRS.EmployerReporting@tn.gov

By mail: TCRS Employer Reporting
502 Deaderick Street, 15th Fl.
Nashville, TN 37243

Amendment to Inmate Telephone Service Agreement

AMENDMENT # 2 TO INMATE TELEPHONE SERVICE AGREEMENT

This Amendment #2 (“Amendment”), takes effect as of the date signed by all the parties listed in this preamble (“Effective Date”), amends and revises that certain Inmate Telephone Service Agreement, dated April 13, 2011 (the “Agreement”), as amended by Amendment #1, by assignment by and between **Global Tel*Link Corporation** (“Company”) on behalf of itself and its Affiliates (as defined below), with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 (“Company”) and Fayette County Sheriff’s Office, with an Address of 705 Justice Drive, Somerville, Tennessee 38068 (“Premises Provider”) (Company and Premises Provider collectively, the “Parties” and each a “Party”). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Agreement provides that the Premises Provider has 3 option periods, each consisting of 12 months each;

WHEREAS, the Premises Provider desires to exercise the third option period, such that Company will provide services through July 31st, 2018;

WHEREAS, the Parties have agreed to revise Section 1 of the Agreement to extend the period of performance of the Agreement by five (5) years, commencing August 1, 2018 to July 31st, 2023;

WHEREAS, the Parties have agreed to amend the Agreement to add Video Visitation Services (VVS) as a retrofit;

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signature, the Parties agree as follows:

1. Premises Provider hereby exercises the third option year for the term of the Agreement, for the period August 1, 2017 through July 31st, 2018.
2. Section 1, Term of Agreement, is hereby amended. The period of performance end date of the Agreement is extended from August 1st, 2018 to July 31st, 2023.
3. Section 2, Equipment, of the Agreement is hereby modified as follows. The following language is added:

Company will provide, at no cost to Premises Provider, hardware and equipment needed to retrofit the current Visitation Center with Company’s Video Visitation System, as more fully provided in Exhibit A to this Amendment #2. Company will also provide hardware and equipment needed to retrofit the current Visitation Center with 16 of Company’s wall mounted inmate telephones, and one (1) phone on rolling cart, to include the following:

- a. 14 Wall mounted phones for Housing Units A through G (2 phones per Housing Unit)
- b. 1 Wall mounted phone for the Segregation Unit
- c. 1 Wall mounted phone for the Booking Unit
- d. 1 Phone on a rolling cart for the Booking Unit

4. Company will provide its Call Party IQ value add service at no charge to Premises Provider.
5. The Transaction Fee for voicemail is \$1.00 per voicemail, plus the applicable telephone rate per minute of use, and other charges as applicable.
6. The Transaction Fee for a one-time advance pay collect call is \$9.99.
7. **Exhibit A**, Video Visitation Service Schedule is added to the Agreement.
8. All other terms and conditions of the Agreement, as amended, remain in full force and effect.
9. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.

Company

GLOBAL TEL*LINK CORPORATION

On behalf of itself and affiliates

By: _____

Name: Jeffrey B. Haidinger

Title: President & Chief of Business Solutions

Date: _____

Premises Provider

**FAYETTE COUNTY SHERIFF'S
DEPARTMENT**

By: _____

Name: _____

Title: _____

Date: _____

Global Tel*Link Corporation

Confidential

Exhibit A to

**Amendment # 2 to Inmate Telephone Service Agreement
Global Tel*Link and Fayette County Sheriff's Office**

Video Visitation Service Schedule

1. Definitions. Capitalized terms used and not otherwise defined shall have the meaning set forth in the Agreement.

“Enhanced Services” means enhanced communications, information services, educational, and entertainment products.

“Video Visitation Service or System” (“VVS”) means an Enhanced Service that permits face-to-face visits, on-site video visits, or remote video visits using a platform to facilitate inmate communications with family, friends, and attorneys.

“Video Visitation Unit” means the hardware and equipment installed at Premises Provider Locations (as defined below) that provides access to Video Visitation Services.

2. Deployment Locations. VVS will be deployed at the locations listed in the table below, as may be altered by agreement of the parties (individually “Location” and collectively “Locations”). Company reserves the right to terminate the VVS at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of the VVS at such Location(s), including the failure by Company to recover the Expenditure (as defined below) for VVS within twenty-four (24) months following the deployment of Enhanced Service at the Locations.

Location
Fayette County Detention Center, 705 Justice Drive, Somerville, TN 38068

3. Company Provided Equipment, Services and Cabling. Company will supply equipment, hardware, circuits, and infrastructure to deploy VVS at the Locations at no cost to Premises Provider. Premise provider will be responsible for installing and maintaining all communications wire to the room where the VVS will be installed. Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of Premises Provider upon the expiration of the Agreement. Upon termination of VVS in any Location(s), Premises Provider will provide Company a reasonable opportunity to collect all Video Visitation Units and associated equipment and hardware (except cabling). Company will provide 1 lobby kiosk.

4. Support and Maintenance. Company will provide all support and maintenance services for the VVS, subject to the limitations described herein. Company will respond promptly to all support requests. Premises Provider acknowledges that the resolution of certain hardware and software events will be

subject to supply chain lead times, and that Video Visitation Units will not be available while being repaired or maintained. Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the VVS, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

5. **Video Visitation Services.** Company shall be responsible for: (a) furnishing, installing, repairing and servicing the VVS equipment listed below; (b) the performance (alone or through others) of all validation, billing, outclearing and collection services; and (c) the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of Company's obligations hereunder. Company reserves the right to control unbillables, bad debt and fraud. Premises Provider and Company shall use best efforts to promote video visitation, including: (a) make video visitation available for at least 12 hours a day every day, without inmate session limitations except in connection with disciplinary action; (b) allow Company to promote the use of video visitation through, among others, the distribution of promotional material at Premises Provider Facility locations, IVR recordings, the Web, and press releases; (c) allow Company to have promotional pricing to make video visitation an attractive alternative.

6. **VVS Software.** Company shall deploy a hosted application server in Company video visitation data center. Company's VVS software provides the following functionalities for visitation scheduling: (a) unlimited number of user licenses for scheduling software; (b) facility registration and scheduling; (c) public web-based registration and scheduling; (d) multilingual web interface (English, Spanish); and (e) professional web-based registration and scheduling. The VVS software allows Premises Provider to (a) manage public and professional visits; (b) manage non-contact and contact visits; (c) manage on premises video visitation and remote video visitation; (d) establish set schedules for non-contact visits, contact visits, on premises video visits, and remote video visits; (e) have officer check in for all on premises visits; and (f) have officer video check-in prior to remote video visitation start. Premises Provider may configure the VVS software for staff access privileges, visitation restrictions for inmates and visitors, and scheduling and conflicts. The VVS software may be integrated with Premises Provider's Jail Management System (or "JMS") for one-way data transfers; provided, however, Company shall not be responsible for any charges that may be assessed for the interface or its maintenance by Premises Provider's JMS provider. Premises Provider may use the VVS software for live monitoring and recording with ninety (90) day recording storage, and may create certain data reports based on the data available via the VVS software.

7. **VVS Hardware.** Company will provide the following hardware and equipment for use with VVS:

- 14 Retro Kits for VVS Inmate Units
- 6 Retro Kits for Visitor Units
- 8 Inmate Flex Units (7 units in the inmate housing units, 1 in Booking unit)

8. **VVS Rates.**

On-Premises video visits beyond free visits required by law shall be \$0.35 per minute for the duration of the visit.

Remote video visits shall be charged in accordance with the table below. There shall be 10 and 25 minute visits allowed.

Visit Duration	Charge to Visiting Party
10 Minute Remote Video Visitation	\$3.50
25 Minute Remote Video Visitation	\$8.75

9. Additional Terms

a. **Monitoring and Recording.** Premises Provider agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control video communication recordation or monitoring by Premises Provider or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the video monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider shall be solely responsible for any liability, costs and expenses relating to any claims made against Company or its affiliates arising out of failure of Premises Provider (or Company at the direction of Premises Provider) to comply with such law, regulation or guideline. Premises Provider acknowledges that all video communication detail records and recordings (DRs) in connection with VVS are the exclusive property of Premises Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, Company shall have the right to use the DRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.

b. **Exclusivity and Right of First Refusal.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the VVS, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, including any products or services that may be delivered through VVS, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right. Company will also have the exclusive right to provide Premises Provider the products and services delivered under the Agreement for the period after its termination if Company matches the material financial and services conditions of a bona fide offer of any third party to provide these products and services, or any portion thereof, that Premises Provider is prepared to accept. Premises Provider will provide Company with the terms of such third-party offer in writing and no less than ten (10) business days to exercise its rights herein. Upon exercise by Company, the Agreement will renew with the modified financial and services terms for the extended period contemplated by the third-party offer.

10. Limitation of Liability. COMPANY AND ITS AFFILIATES AND SUPPLIERS SHALL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE VIDEO VISITATION UNITS, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

***1 Office of the Attorney General**

State of Tennessee
Opinion No. 93-02
January 11, 1993

Contract to Install Pay Phone System in County Jail

Representative Mayo Wix
208 War Memorial Building
Nashville, Tennessee 37243-0144

QUESTION

Whether an arrangement under which a county, in exchange for a portion of receipts, allows a phone company to install a phone system in the county jail to be used by inmates and paid for by the recipients of the calls is subject to statutory competitive bidding requirements.

OPINION

It is the opinion of this Office that such an arrangement may fairly be characterized as a lease of county property which is not subject to statutory bidding requirements.

ANALYSIS

This opinion is based on an examination of state statutes of general applicability, including statutes which may be adopted by local option. In addition to these statutes, private acts applicable to different counties may apply to the type of arrangement considered in this opinion. Each county should address the issue only after examining private acts to which it is subject.

This opinion really concerns the characterization of a particular transaction for purposes of state statutes governing county contracts. As described to this Office, a phone company would lease space in the county jail to install phones for the use of inmates. Local and long distance calls made by inmates on the system would be collect calls. The system would therefore be supported out of billings to the recipients of the calls. In exchange for allowing the company to install the system in the jail, the county would receive a percentage of monthly receipts. No county funds would be used to support the system.

Whether state law requires such a contract to be bid out depends on whether it can be categorized as a lease of county property or as a purchase contract. This Office has found in the past that, under [T.C.A. § 5-7-116](#), a county may lease land or existing buildings owned by the county to any person, corporation, partnership or association for such consideration and upon such terms as in the judgment of the governing body are in the interest of the county. *Op.Tenn.Atty.Gen. No. 86-102* (June 3, 1986).

By contrast, a county which has adopted the County Purchasing Law of 1957 must base contracts for the purchase of services on competitive bids wherever possible. [T.C.A. § 5-14-108\(a\)\(1\)](#) (1991). In addition, the County Purchasing Law of 1983 generally requires counties to which it is applicable to award purchase contracts only after advertisement and competitive bid. [T.C.A. § 5-14-204](#) (1992). While that statute also covers leases and lease purchases, we think the context in which that term is used indicates that it refers to leases where the county is the lessee, not where the county acts as lessor of county property. See also [T.C.A. § 5-14-202](#) (1991). Similarly, the Local Option Financial Management System requires counties which have adopted it to establish a purchasing system which includes competitive bidding procedures for many different types of contracts. [T.C.A. § 5-21-119](#) (1991).

*2 In general, it would appear that an arrangement properly categorized as a service contract would involve the county as purchaser and the service provider as vendor. The provider would furnish specified services to the county in return for payment out of county funds. In such cases, compliance with bidding procedures would enable the county to obtain the necessary services with the most efficient expenditure of county funds. As described to this Office, the contract in question in effect involves services to be provided to county jail inmates and the recipients of their calls. The only county role in the transaction is that of allowing the company to install and service phone equipment in county jail space. The arrangement between the county and the phone company could therefore be fairly characterized as a lease of county property for county fiscal purposes.

Sincerely,

Charles W. Burson
Attorney General and Reporter
John Knox Walkup
Solicitor General
Ann L. Vix
Assistant Attorney General

Tenn. Op. Atty. Gen. No. 93-02 (Tenn.A.G.), 1993 WL 349718

End of Document

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25th Judicial District (Circuit Court) Drug Court Agreement with the Grove FY1819

**SERVICES AGREEMENT (“Agreement”) effective dated the 1st day of July, 2018,
BETWEEN**

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

-AND-

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

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

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

1. Location for Services

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

2. Services Provided

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

3. Vendor Responsibilities

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

4. Term of Agreement

- a. The term of this Agreement (“Term”) will begin on the date this Agreement is effective and will remain in full force and effect, until June 30, 2019, subject to termination as provided in this Agreement.
- b. This Agreement will end if notice is given in writing by one Party to the other Party prior to the 1st day of the month at the end of which Services will end.

5. Currency

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

6. Compensation

- a. For Services rendered by the Vendor as required by this Agreement, the Customer will provide compensation (“Compensation”) to the Vendor in the amount of \$600 (Six Hundred Dollars) per month upon presentation of an acceptable invoice.
- b. Compensation will be made with the next batch of warrants, but no later than one month from the date the invoice is received at the County Mayor’s Office.
- c. The Customer will not reimburse the Vendor for any expense incurred by the Vendor in connection with providing the Services of this Agreement other than the Compensation listed above.

7. Capacity

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

8. Notice

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

9. Indemnification

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

10. Insurance / Licensing

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

11. Costs and Legal Expenses

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

12. Modification of Agreement

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

13. Assignment

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

14. Entire Agreement

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

15. Nondiscrimination

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

16. Drug-Free Workplace

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

17. Enurement

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

18. Titles / Headings

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

19. Gender

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

20. Governing Law

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

21. Severability

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

22. Waiver

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

23. Authority to Sign Contracts

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

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

Customer
Fayette County Government

Vendor
The Grove Primary Care Clinic, LLC.

Rhea Taylor, County Mayor

Scott Griffin, Director
25th Judicial District Recovery Court

West TN Veteran's Home Request Letter

Mayor Skip Taylor
Fayette County Mayor's Office
P.O. Box 218
13095 North Main Street
Somerville, TN 38068



April 11, 2018

Dear Mayor Taylor:

I am writing today on behalf of the West Tennessee Veterans Home, Inc. We are coming down the final stretch, but are still short of our goal of \$25,200,000, which represents 35% of the total estimated costs to build a Veterans Home as part of the Tennessee State Veterans Home program. If we can certify funds in the amount of \$25.2 Millions by August 1st of this year, we should be accepted into the Priority One Category. Being in that category will qualify us for matching funds in the amount of 65% of the total estimated costs to be granted to the State of Tennessee by the Department of Veterans Affairs.

I ask that you consider and recommend a budget request in the amount of \$50,000.00 to ensure that Fayette County shows its support for the 4,121 veterans in the county. It is estimated that of this group, 1,648 are age 65 or older. One in three veterans in this age group will need some type of long term care in their lifetime. The closest facility dedicated to providing long-term care to these veterans today is in Humboldt, TN. While it is a fine facility, it is close to a 3 hour round trip for family members or friends to visit the patients. The proposed facility in Arlington will be within reasonable driving distance for all friends and family in the tri-county region.

Our all volunteer group has worked since 2008 advocating for the resources needed to serve our veteran population, which remains the largest in the state of Tennessee. I don't have to tell you how much our veterans deserve this facility.

If you or the budget team have any questions that I might answer on behalf of the WTVH organization, please do not hesitate to call.

Many thanks for your support and friendship,

Holly Swogger
President and Board Chair
West Tennessee Veterans Home, Inc.

County Attorney Contract

LEGAL SERVICES AGREEMENT

THIS AGREEMENT dated January 2018 is between FAYETTE COUNTY (“The county”) and Attorney Richard Rosser (“Rosser”).

WITNESSETH:

WHEREAS, pursuant to Private Act of 1947 Chapter 5, the Fayette County Commission (“Commission”) has elected Richard Rosser as its County Attorney; and

WHEREAS, the County desires to set forth the terms of the Agreement between Rosser and the County for Rosser to serve as the County Attorney for Fayette County;

IN CONSIDERATION of the mutual agreements contained herein, Rosser and the County state as follows:

1. DUTIES: It shall be the duty of the County Attorney to advise with members of the Commission and other County Officials concerning legal issues that pertain to their respective offices and shall prepare and render legal opinions to County Officials pertaining to the performance of their official duties. The County Attorney shall also render legal opinions and provide legal advice to the County Commission in regard to the issuance and sale of county bonds and shall execute and prepare all documents pertaining thereto as required by the Commission or the Commission’s Chairperson.

2. COMPENSATION: The County Attorney’s annual salary for performing the duties outlined in Paragraph 1 above shall be \$21,598 per year to be paid in bi-weekly installments in the gross amount of \$830.69. In addition to the annual salary stated above, the County Attorney shall receive payment for each required County Commission meeting or a Committee meeting he attends, which amount shall be \$151.21 for attending a Commission meeting or one-half (1/2) for a Committee meeting.

3. COMPENSATION FOR ADDITIONAL DUTIES: The County may opt to retain the services of an attorney other than the County Attorney to provide legal services that are determined by the County to be outside the County Attorney’s duties as defined in Paragraph 1 above. On the other hand, the county may opt to retain the services of the County Attorney to provide legal services that are outside

the scope of the County Attorney's duties, as defined in Paragraph 1 above. In the event the County opts to retain the services of the County Attorney to perform duties outside of those defined in Paragraph 1 above, the County shall compensate the County Attorney for said services at a rate of \$162.84 per hour, which amount shall be paid in addition to the County Attorney's salary, which is set forth in Paragraph 2 above. **The County Attorney shall be paid for his additional services within thirty (30) days of his office submitting a bill to the County Mayor's Office. The County shall reimburse the County Attorney for all out of pocket expenses he incurred on behalf of the County. The County shall render a W-2 for all compensation under this section and shall match social security, Medicare and retirement in the same manner as it does for the compensation paid to him under Paragraph 2 above. If it is determined that this is not possible due to a conflict with the State, local or federal law, he shall be compensated at the rate of \$162.84 per hour and will receive a 1099 for payments made under this section and that he will be paid \$100.00 per month for computer research.**

4. PAYMENT OF ONLINE RESEARCH: The County agrees to pay \$102.00 per month on the County Attorney's Thomson West contract. The County shall cause the check each month to be made to the order of Richard G. Rosser and shall deliver the check to the County Attorney for including in his monthly payment as reimbursement.

5. CONFLICTS: If a conflict of interest, as it is defined by the Tennessee Supreme Court Rules of Professional Conduct arises, the County Attorney shall recuse himself and the County. The County Attorney shall apprise the Chairperson of the Commission immediately if a conflict of interest arises. **The County Attorney may decline to accept an additional case outside his ability to defend in the private act but must provide assistance to any counsel hired by the County.**

6. REMOVAL: The parties agree that this Agreement shall be void, and the County Attorney shall forfeit his office if he knowingly or willingly commits misconduct in office or knowingly or willingly neglects to perform any duty enjoined upon him by this Agreement or the laws of this State or in the event that he commits a crime involving moral turpitude. '

7. HEALTH INSURANCE: The County Attorney shall be permitted to participate in the County's group health insurance plan, if the terms of the County's group health insurance plan permits him to do so. The entire cost of the County Attorney's participation in said insurance plan shall be paid by the County Attorney.

8. TERM: The term of this agreement shall be for a period of twelve (12) months beginning the 4th Tuesday in January 2018 and ending the 4th Tuesday of January 2019, or until his successor is elected and qualified. This Agreement shall not automatically be renewed at its conclusion but shall be subject to a vote by the Commission.

9. ENTIRE AGREEMENT: This Agreement sets forth the entire agreement between the Commission and Rosser and supersedes all prior agreements, understandings, negotiations and correspondence between Rosser and the Commission concerning Rosser serving as County Attorney.

10. PAY RAISES: The County has approved pay raises for all County employees in the past which included the County Attorney. In the past, the County Attorney's pay raise was delayed because his contract stipulates his pay. The parties hereto agree that if County employees are granted a pay increase during the term of this agreement and the County Attorney is included in the pay increase, then the County Attorney's salary shall be increased on the same date as that of the other County employees.

THEREFORE, because the Commission and Rosser intend to be legally bound each has executed this Agreement on the date indicated below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

FAYETTECOUNTY

BY: _____
SIGNATURE

RICHARD ROSSER, ATTORNEY

TITLE

DATE: _____

DATE: _____

County Attorney Salary Review

<u>Year</u>	<u>Salary</u>	<u>Board Fees</u>	<u>Taxes</u>	<u>Online Expenses</u>	<u>Hourly reimbursement</u>	<u>Total Compensation</u>	<i>Court Portion of Hourly Reimbursement</i>
2016-17	\$ 20,236	\$ 1,606	\$ 1,671	\$ 1,224	\$ 56,547	\$ 81,284	\$ 17,771
2015-16	\$ 20,357	\$ 1,853	\$ 1,699	\$ 1,224	\$ 38,567	\$ 63,700	
2014-15	\$ 20,374	\$ 1,693	\$ 1,688	\$ 1,224	\$ 53,347	\$ 78,326	
					3Yr Avg	\$ 74,437	

Suggested Annual Compensation

	<u>Monthly</u>	<u>Annual</u>
Salary	\$ 4,120	\$ 49,440
Taxes Paid	\$ 315	\$ 3,782
Health Insurance (reimbursed)	\$ 550	\$ 6,600
Online Data (reimbursed)	\$ 102	\$ 1,224
TCRS	\$ 206	\$ 2,472
Total Annual		\$ 63,518
Courtroom (est.)		\$ 15,000
Total Compensation		\$ 78,518

8-34-101. Definitions for chapters 34-37.

- As used in chapters 34-37 of this title, unless the context otherwise requires:
 - **(1)** "Accumulated contributions" means the sum of all the amounts deducted from the compensation of a member, together with any amount transferred to the account of the member established pursuant to chapters 34-37 of this title from the respective account of the member under one (1) or more of the superseded systems, with interest thereon, as provided in § 8-37-307;
 - **(2)** "Actuarial equivalent" means a benefit of equal value when computed at regular interest upon the basis of the mortality tables last adopted for such purpose by the board of trustees;
 - **(3)** "Attorney general" means the attorney general and reporter and any assistant thereto by whatever name known, any district attorney general and any assistant thereto by whatever name called, and any officer or full-time employee of the general assembly or any committee thereof established by statute, who is duly licensed to practice law in Tennessee, whose duty it is to provide facilities for drafting bills or to assist individual legislators in drafting bills or who renders legal advice and services to the members of the general assembly or committees thereof;
 - **(4)**
 - **(A)** "Average final compensation" means the average annual earnable compensation of a member during the five (5) consecutive years of the member's creditable service affording the highest such average, or during all of the years in the member's creditable service if less than five (5) years;
 - **(B)**
 - **(i)** The annual earnable compensation received after June 30, 1981, for any member covered by the noncontributory provisions of the retirement system on July 1, 1981, or upon the effective date of the noncontributory provisions for any member covered after July 1, 1981, shall be increased by three and six-tenths percent (3.6%) for the purpose of computing the average final compensation. Such increases in the annual earnable compensation shall be discontinued for earnable compensation received after June 30, 1991. However, such increases in the annual earnable compensation received after June 30, 1991, shall continue for such members until June 30, 1998, unless such members are employees of employers participating in the retirement system pursuant to chapter 35 of this title. The governing body of any such employer may at its discretion authorize and accept the liability for such continued increases by resolution;
 - **(ii)** Notwithstanding subdivision (4)(B)(i), effective July 1, 1998, such increases in the annual earnable compensation shall continue indefinitely for any member covered by the noncontributory provisions of the retirement system on July 1, 1981, or upon the effective date of the noncontributory provisions for any member covered after July 1, 1981, unless such members are employees of employers participating in the retirement system pursuant to chapter 35 of this title. The governing body of any such employer may at its discretion authorize and accept the liability for such continued increases by resolution;
 - **(iii)** This subdivision (4) does not apply to a noncontributory prior class member of the superseded attorneys general retirement system who is a district attorney general, the executive director of the district attorneys general conference or a full-time assistant district attorney general;
 - **(C)** Average final compensation shall not include more than five (5) longevity payments to a member pursuant to § 8-23-206;
 - **(5)** "Beneficiary" means any person, persons or institution receiving a retirement allowance or other benefit as provided in chapters 34-37 of this title;
 - **(6)** "Board of trustees" or "board" means the board provided for in part 3 of this chapter;
 - **(7)** "Commissioner" means any person in office as a member of the public service commission, as prescribed by title 65, chapter 1, prior to June 30, 1996;
 - **(8)** "County judge" means any person who is, or when such office existed was, a judge of a general sessions court, trial justice court, county chair, county judge, probate judge, or judge of a juvenile and/or domestic relations court, and whose compensation for such judicial service is paid wholly by a county of the state, **or any person who is a county attorney who receives regular monthly or quarterly compensation from a county of the state**, or any county manager or county administrator who receives regular monthly or quarterly compensation from a county of the state; provided, that no county manager or county administrator shall be eligible for membership if a county judge, chair of the quarterly county court or county mayor from that county is a member;
 - **(9)**
 - **(A)** "County official" means a county clerk, a clerk of a circuit court, a criminal court, or a probate court, a clerk and master of a chancery court, a clerk of a general sessions court where such general

sessions court has an independent clerk who serves such court only, a register of deeds, a county trustee, a sheriff, a county road superintendent elected by a county legislative body, by a county road commission or commissioners, or by popular vote, and an assessor of property, any county commissioner elected by popular vote, serving in a county having a county commission form of government. In the event a consolidation or reorganization of any or all of such courts is provided by constitutional amendments or by act of the general assembly or both, "county official" also means a clerk of any such consolidated or reorganized court;

- **(B)** "County official" also includes any person filling the position of county mayor;
- **(10)**
 - **(A)** "Covered compensation" means, with respect to any calendar year, the amount of a member's earnable compensation subject to contributions under the Federal Insurance Contributions Act (26 U.S.C. §§ 3101-3126);
 - **(B)** The amount of nontaxable benefits elected in lieu of cash wages under a cafeteria plan, as permitted by § 125 of the Internal Revenue Code of 1986 (26 U.S.C. § 125), shall be included in computing the member's covered compensation. In no event shall the total amount included in covered compensation exceed the maximum social security wage base;
- **(11)** "Creditable service" means prior service plus membership service, as provided in part 6 of this chapter;
- **(12)** "Date of establishment" means the date as of which the retirement system is established as provided in § 8-34-201;
- **(13)** "Disability" or "disabled" means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than twelve (12) months. This means that the condition must be both totally and permanently disabling;
- **(14)**
 - **(A)** "Earnable compensation" means the compensation payable to a member for services rendered to an employer;
 - **(B) (i)** "Earnable compensation" includes, but is not limited to, any bonus or incentive payment; provided, that:
 - **(a)** Such payment is authorized by legislation passed by the general assembly and that such legislation provides that the payment shall be included as earnable compensation for retirement purposes and is not made for the purpose of increasing a member's retirement benefit or inducing a member to retire; or
 - **(b)** Such payment is authorized by resolution legally adopted and approved by the chief governing body of an employer participating in the retirement system pursuant to chapter 35, part 2 of this title and that the resolution provides that the payment shall be included as earnable compensation for retirement purposes and is not made for the purpose of increasing a member's retirement benefit or inducing a member to retire. All employees generally, or all employees in a broad class or broad group of employees must be given the opportunity to qualify for the bonus or incentive payment under similar terms and conditions. If the bonus or incentive payment plan only applies to a class or group of employees, a distinct and reasonable basis must exist for offering the plan to the particular class or group of employees;
 - **(ii)** "Earnable compensation" also includes the total amount for which an employee may choose to receive cash or a combination of cash and benefits under a cafeteria plan as permitted by § 125 of the Internal Revenue Code of 1986. "Earnable compensation" shall also include for any general employee in the executive, legislative, or judicial branch of government any compensation paid under § 3-1-106(f) and any non-cash compensation falling under Internal Revenue Service Regulation Section 1.61-2T(d) as such section exists on July 17, 2002, if such compensation was includable in gross income for federal income tax purposes and was subject to contributions under the provisions of the Federal Insurance Contributions Act;
 - **(C)** In cases where compensation includes maintenance, the board of trustees shall fix the value of that part of the compensation not paid in money;
 - **(D)** Notwithstanding any other law to the contrary, "earnable compensation" does not include compensation paid to a teacher employed in a state-supported institution of higher education for performing extra services for the institution that exceeds twenty-five percent (25%) of the teacher's base compensation. For purposes of this subdivision (14), "extra services" means any duties other than summer school or regular duties;
 - **(E)** Notwithstanding this subdivision (14) or any other law to the contrary, "earnable compensation" does not include compensation that exceeds the maximum dollar limitation imposed

by § 401(a)(17) of the Internal Revenue Code, as adjusted for cost-of-living increases in accordance with § 401(a)(17)(B) of the Internal Revenue Code (26 U.S.C. § 401(a)(17)(B)). For any person becoming a member of the retirement system before July 1, 1996, the dollar limitation under § 401(a)(17) of the Internal Revenue Code (26 U.S.C. § 401(a)(17)), shall not apply to the extent the amount of compensation which is allowed to be taken into account under the system would be reduced below the amount which was allowed to be taken into account under the system as in effect on July 1, 1993;

- **(F)** In all cases of doubt, the retirement system shall determine whether a certain payment is includable as earnable compensation;
- **(15)** "Education television association" means a nonprofit educational organization which has a contract with the state department of education through its television division to provide education television service;
- **(16)** "Employer" means:
 - **(A)** The state or any department, commission, institution, board or agency of the state government by which a member is paid, with respect to members in its employ;
 - **(B)** The state, the county board of education, the city board of education, the state board of education, the board of trustees of the University of Tennessee, the board of trustees of other educational institutions and agencies supported by and under the control of the state, or any other agency of and within the state by which a teacher is paid, with respect to teachers in its employ;
 - **(C)** Any political subdivision of the state or educational cooperative participating in the retirement system pursuant to chapter 35, part 2 of this title or the Tennessee County Services Association, with respect to members in its employ;
 - **(D)** Any county of the state with respect to members in its employ;
 - **(E)** Any other association which was a member of one (1) of the superseded systems;
 - **(F)** A contractor that manages and operates a mental health institute under this chapter; or
 - **(G)** A contractor that manages and operates a blind workshop pursuant to § 71-4-608;
- **(17)** "Firefighter" means a person in the employ of a political subdivision participating under chapter 35, part 2 of this title who is a member of the fire department of such political subdivision, and is trained in firefighting and actively engaged in such work or subject to call for such services, providing such person's primary livelihood is derived from such work;
- **(18)** "General employee" means any person who is a state official, including legislative officials elected by the general assembly, or who is employed in the service of, and whose compensation is payable in whole or in part by, the state, including employees under supervision of the state whose compensation is paid, in whole or in part, from federal or other funds, or any person in the employ of a political subdivision participating under chapter 35, part 2 of this title, or of the Tennessee County Services Association, but does not include any teacher, state police officer, wildlife officer, firefighter, police officer, state judge, county judge, attorney general, governor, or county official or public service commissioner, or any person performing services on a contractual or percentage basis;
- **(19)** "In-service" means a member who has not retired, has not been refunded and is within one hundred fifty (150) days of such member's last paid day of employment. The last paid day of employment for a teacher shall be the last scheduled working day of the normal school year or the last day of employment if prior to the end of the school year;
- **(20)** "Internal Revenue Code" means the Internal Revenue Code of 1986, codified in United States Code, title 26, as amended;
- **(21)** "Limitation year" means, for testing purposes under § 415 of the Internal Revenue Code (26 U.S.C. § 415), the calendar year;
- **(22)** "Local retirement fund" means any teachers' retirement fund or other arrangement for payment of retirement benefits to teachers, except this retirement system, supported wholly or in part by contributions made by an employer as defined by chapters 34-37 of this title;
- **(23)** "Medical advisors" means the physicians provided for in part 4 of this chapter;
- **(24)** "Member" means any person included in the membership of the retirement system, as provided in chapter 35, part 1 of this title;
- **(25)** "Member annuity" means annual payments for life derived from the accumulated contributions of the member;
- **(26)** "Membership service" means service rendered while a member of the retirement system;
- **(27)** "Minor" has the meaning set forth in § 1-3-105, except when a contrary intention is manifest;
- **(28)** "Part-time employee" means any person employed by the state or a political subdivision who renders less than a full day of service per working day or less than a full week of service per working week. Any employee falling into either of the above categories shall be considered part-time unless the law otherwise provides. "Part-time employee" does not include employees who are students, seasonal or temporary employees under twenty-five (25) years of age, temporary employees in institutions of higher

- education, or substitute teachers, unless such substitutes are under contract and scheduled to work the same time as a regular teacher. "Part-time employee" includes any interim teacher who is employed on a temporary basis to teach for a regular teacher who is on unpaid leave;
- **(29)** "Physical or mental impairment" means one which is medically determinable. This means that the condition should be one that can be determined by a physician. The physical or mental impairment must be the primary reason for the individual's inability to engage in substantial gainful activity;
 - **(30)** "Plan year" means the fiscal year commencing July 1;
 - **(31)** "Police officer" means a person in the employ of a political subdivision participating under chapter 35, part 2 of this title who is a member of the police department of such political subdivision and is trained in police work and actively engaged in such work;
 - **(32)** "Prior class member" means a member who, on the day preceding the date of establishment, shall have been a member of a superseded system and who elects to remain covered by the benefit and contribution provisions of the superseded system, or who fails to elect to become covered by the benefit and contribution provisions of the retirement system applicable to new employees, as the case may be, in accordance with chapter 35, part 1 of this title;
 - **(33)** "Prior service" means service rendered prior to the date of membership in the retirement system for which credit was given under the terms of one (1) or more of the superseded systems as provided in part 6 of this chapter;
 - **(34)** "Public school" means any school conducted within the state under the authority and supervision of a duly elected or appointed city or county school board, and any educational institution supported by and under the control of the state;
 - **(35)** "Regular interest" means interest at such rate or rates compounded annually as may be set from time to time by the board of trustees in accordance with § 8-34-505;
 - **(36)** "Retirement" means withdrawal from membership with a retirement allowance granted under chapters 34-37 of this title;
 - **(37)**
 - **(A)** "Retirement allowance" means the sum of the member annuity and the state annuity. All retirement allowances shall be payable in equal monthly installments, which shall cease with the month in which death occurs, unless otherwise specifically provided in this section; provided, that if the retirement allowance is less than ten dollars (\$10.00) per month, it shall be paid in a lump sum of equivalent actuarial value. If the entire monthly retirement allowance is ten dollars (\$10.00) or more per month but less than seventy-five dollars (\$75.00) per month, it shall be paid in a lump sum of equivalent actuarial value unless the recipient thereof files with the retirement division an election to receive the benefit in equal monthly installments pursuant to this subdivision (34). To be effective, the recipient must file the election by no later than sixty (60) calendar days after the recipient's receipt of the lump sum payment and the recipient must return any such payment to the retirement division. Notwithstanding any provision of this subdivision (34) to the contrary, any retirement allowance that equals ten dollars (\$10.00) or more per month but less than fifty dollars (\$50.00) per month shall be paid in a lump sum of equivalent actuarial value if such allowance is payable on account of a person who became a member of the retirement system on or after July 1, 2001;
 - **(B)** Notwithstanding subdivision (34)(A) to the contrary, any retirement allowance that equals ten dollars (\$10.00) or more per month but less than seventy-five dollars (\$75.00) per month shall be paid in a lump sum of equivalent actuarial value if such allowance is payable on account of a person who became a member of the retirement system on or after July 1, 2013;
 - **(38)** "Retirement system" means the Tennessee consolidated retirement system as defined in §§ 8-34-201, 8-34-202;
 - **(39)** "Service" means service as a general employee, a teacher, a state police officer, a wildlife officer, a firefighter, a police officer, a state judge, a county judge, an attorney general, a commissioner or a county official which is paid for by an employer, and also includes service for which a former member of the general assembly is entitled to under former §§ 3-401 and 3-406; provided, that such member received compensation for such service;
 - **(40)** "Service retirement date" means the date on which a member first becomes eligible for a service retirement allowance, or would first become eligible for a service retirement allowance if the member were to remain in service until such date, as provided in §§ 8-36-201 -- 8-36-204 or §§ 8-36-301 -- 8-36-304;
 - **(41)** "Social security integration level" means, with respect to the calendar year in which a member retires, the average annual amount of compensation with respect to which old age and survivors benefits would be provided under Title II of the Federal Social Security Act (42 U.S.C. §§ 401-425), for a male employee attaining sixty-five (65) years of age in such calendar year, computed as though for each year prior to such calendar year annual compensation is at least equal to the maximum amount of annual

- earnings subject to contributions under the Federal Insurance Contributions Act. Such average annual amount of compensation shall be rounded to the nearest multiple of six hundred dollars (\$600);
- **(42)** "State" means the state of Tennessee;
 - **(43)** "State annuity" means annual payments for life derived from contributions by an employer;
 - **(44)** "State judge" means any person in office as a judge of a court of record in this state, whose salary for the judge's judicial position has been paid during the period of the judge's service wholly from the treasury of the state, including the administrative director of the courts;
 - **(45)** "State police officer" means any commissioned member of the department of safety, and any agent of the Tennessee bureau of investigation;
 - **(46)** "Student" means any person enrolled in a course of study in a school or in a post-secondary educational institution who as a condition of such enrollment is employed in a full-time position. However, "student" does not include any person who is otherwise eligible for membership in the retirement system in accordance with § 8-35-101(a);
 - **(47)**
 - **(A)** "Substantial gainful activity" means the performance of significant duties over a reasonable period of time of work for remuneration or profit or in work of a type generally performed for remuneration or profit. Work which results in earnings considered by the law or regulations governing the social security administration to be substantial for disability recipients from that system shall be considered to be substantial gainful employment in this system; and
 - **(B)** "Significant duties" means that the duties are useful in the accomplishment of a job or the operation of a business but also that they have a degree of economic value;
 - **(48)** "Superseded system" means, where applicable, the Tennessee state retirement system, the Tennessee teachers' retirement system, the Tennessee judges' retirement system, the retirement system for county paid judges of Tennessee, the attorneys general retirement system of Tennessee, the public service commissioners' retirement system, and the Tennessee retirement system for county officials, any one (1) of them, or any combination thereof;
 - **(49)** "Teacher" means:
 - **(A)** Any person employed in a public school as a teacher, helping teacher, librarian, principal or supervisor, and includes any superintendent of public schools, or administrative officer of a department of education, or of any educational institution supported in whole or in part by and under the control of the state; or
 - **(B)** Any person employed in a public school as a teacher, librarian, principal, superintendent or chief administrative officer of a public school system, a supervisor of teachers, or any other position whereby the state requires the employee to be certificated as a teacher, or licensed as a nurse, physical therapist, or occupational therapist, in the public schools or of any educational institution supported in whole or in part by and under the control of the state. Notwithstanding the foregoing, a physical therapist and an occupational therapist employed with the Metropolitan Nashville Public Schools District shall not be included within the definition of teacher. "Teacher" also includes any person employed in a public school as a reserve officer training corps (ROTC) instructor. This definition shall be in effect from and after July 1, 1986, and shall be applied to all persons seeking membership in the retirement plan as a teacher from this date forward. It is further provided that any teacher who has taught in the public schools for a period of at least one (1) year who transfers to a position within the Tennessee public school system that does not require a teacher's certificate shall continue participation in the retirement plan as a teacher;
 - **(50)** "Temporary employment" means any general employee can be considered as a temporary employee for a period not to exceed six (6) months before becoming eligible for membership in the retirement system, except as provided in § 8-35-107(b);
 - **(51)** "Transferred Class A member" means a member who on the day preceding the date of establishment shall have been a Class A member of the Tennessee teachers' retirement system or the Tennessee state retirement system and who is not a prior class member;
 - **(52)** "Transferred Class B member" means a member who on the day preceding the date of establishment shall have been a Class B member of the Tennessee teachers' retirement system or the Tennessee state retirement system and who is not a prior class member; and
 - **(53)** "Wildlife officer" means any commissioned employee of the wildlife resources agency engaged in law enforcement activities on a day-to-day basis.

History

Acts 1972, ch. 814, § 1; 1973, ch. 347, §§ 1, 2; 1974, ch. 582, § 1; 1974, ch. 630, §§ 1, 2; 1974, ch. 715, § 3; 1974, ch. 723, § 1; 1974, ch. 786, § 1; 1974, ch. 788, § 1; 1975, ch. 281, § 1; 1975, ch. 315, §§ 8, 15; 1976, ch. 813, § 1; 1976, ch. 816, § 11; 1977, ch. 89, § 27; 1977, ch. 400, § 1; 1978, ch. 934, §§ 30, 31; 1979, ch. 321, § 1; T.C.A., § 8-3901; Acts 1980, ch. 636, § 13; 1980, ch. 654, §§ 1, 2; 1981, ch. 387, § 1; 1981, ch. 508, § 16; 1982, ch. 571, § 6; 1982, ch. 584, § 3; 1982, ch. 771, § 1; 1982, ch. 863, § 5; 1982, ch. 919, § 1; 1983, ch. 342, §§ 2, 27; 1984, ch. 797, §§ 1, 2; 1985, ch. 449, §§ 1-3; 1986, ch. 553, §§ 2-7, 25; 1986, ch. 665, § 5; 1988, ch. 527, §§ 2, 3; 1988, ch. 973, § 1; 1989, ch. 505, § 1; 1990, ch. 835, § 1; 1991, ch. 378, §§ 1-7; 1991, ch. 489, § 1; 1992, ch. 958, § 1; 1993, ch. 66, § 7; 1993, ch. 67, § 14; 1993, ch. 345, § 3; 1993, ch. 474, § 1; T.C.A., §§ 8-34-103 -- 8-34-152; Acts 1994, ch. 710, § 1; 1994, ch. 716, § 1; 1994, ch. 958, § 1; 1995, ch. 305, § 91; 1995, ch. 479, § 1; 1996, ch. 918, § 1; 1996, ch. 996, § 2; 1997, ch. 63, § 1; 1997, ch. 432, § 1; 1999, ch. 205, §§ 13, 14; 2001, ch. 58, § 3; 2002, ch. 863, §§ 2, 21; 2003, ch. 12, § 1; 2003, ch. 90, § 2; 2004, ch. 631, §§ 1, 2; 2006, ch. 870, § 7; 2008, ch. 674, § 18; 2009, ch. 142, § 2; 2010, ch. 777, § 1; 2013, ch. 296, §§ 5, 6; 2014, ch. 659, §§ 4, 5; 2016, ch. 605, §§ 1, 2.

**Budget Amendment – 101 – Misc. No Fund
Balance Change**

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 22nd day of May, 2018, 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 17/18 May, 2018

<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
40110 <u>Current Property Tax</u>	\$ 35,045.72	
49700 <u>Insurance Recovery</u>	<u>59,536.09</u>	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:	\$ 94,581.81	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<u>51300 County Mayor</u>		
355 <u>Travel</u>		<u>\$ 1,644.50</u>
399 <u>Other Contracted Services</u>	\$ 1,550.00	
435 <u>Office Supplies</u>	<u>94.50</u>	
Subtotal-51300	\$ 1,644.50	\$ 1,644.50
<u>51400 County Attorney</u>		
199 <u>Other Per Diem & Fees</u>		<u>\$ 7,600.00</u>
201 <u>Social Security</u>	\$ 1,384.00	
212 <u>Employer Medicare</u>	<u>266.00</u>	
Subtotal-51400	\$ 1,650.00	\$ 7,600.00
<u>51500 Election Commission</u>		
196 <u>In-Service Training</u>		\$ 75.00
307 <u>Communication</u>	<u>\$ 75.00</u>	
335 <u>Maintenance & Repair Services – Building</u>		<u>5,000.00</u>
Subtotal-51500	\$ 75.00	\$ 5,075.00

<u>51600</u>	<u>Register of Deeds</u>		
317	Data Processing Services		\$ 8,000.00
435	Office Supplies		<u>2.17</u>
	Subtotal-51600		\$ 8,002.17
<u>51710</u>	<u>Development</u>		
106	Deputies	\$ 13,618.72	
307	Communication		\$ 600.00
332	Legal Notices, Recording, & Court Costs		<u>7,000.00</u>
	Subtotal-51710	\$ 13,618.72	\$ 7,600.00
<u>51730</u>	<u>Building</u>		
338	Maintenance & Repair Services - Vehicles		<u>\$ 425.00</u>
425	Gasoline	<u>\$ 425.00</u>	
	Subtotal-51730	\$ 425.00	\$ 425.00
<u>51800</u>	<u>County Buildings</u>		
307	Communication		\$ 350.00
310	Contracts w/ Other Public Agencies	\$ 10,000.00	
312	Contracts w/ Private Agencies	<u>6,912.00</u>	
335	Maintenance & Repair Services – Buildings		20,000.00
338	Maintenance & Repair Services - Vehicles		500.00
348	Postal Charges		9,000.00
446	Small Tools		<u>175.00</u>
	Subtotal-51800	\$ 16,912.00	\$ 30,025.00
<u>51810</u>	<u>Other Facilities</u>		
307	Communication	\$ 700.00	
335	Maintenance & Repair Services – Buildings	500.00	
415	Electricity	750.00	
442	Propane Gas	<u>800.00</u>	
	Subtotal-51810	\$ 2,750.00	
<u>51900</u>	<u>Other General Administration</u>		
320	Dues & Memberships	<u>\$ 3,750.00</u>	
	Subtotal-51900	\$ 3,750.00	
<u>52100</u>	<u>Accounting & Budgeting</u>		
196	In-Service Training		\$ 500.00
307	Communication		500.00
317	Data Processing Services	<u>\$ 1,750.00</u>	
349	Printing, Stationery, & Forms		250.00
435	Office Supplies		<u>500.00</u>
	Subtotal-52100	\$ 1,750.00	\$ 1,750.00

<u>52300</u>	<u>Property Assessor's Office</u>		
307	Communication		\$ 1,200.00
349	Printing, Stationery, & Forms		<u>10.00</u>
	Subtotal-52300		\$ 1,210.00
<u>52400</u>	<u>County Trustee's Office</u>		
307	Communication		\$ 497.00
317	Data Processing Services	\$ 497.00	
435	Office Supplies		175.00
499	Other Supplies & Materials		25.00
709	Data Processing Equipment	<u>200.00</u>	
	Subtotal-52400	\$ 697.00	\$ 697.00
<u>53100</u>	<u>Circuit Court</u>		
307	Communication		<u>\$ 3,900.00</u>
	Subtotal-53100		\$ 3,900.00
<u>53320</u>	<u>General Sessions Court Clerk</u>		
351	Rentals		<u>\$ 750.00</u>
	Subtotal-53320		\$ 750.00
<u>53400</u>	<u>Chancery Court</u>		
411	Data Processing Supplies	<u>\$ 60.11</u>	
435	Office Supplies		<u>\$ 60.11</u>
	Subtotal-53400	\$ 60.11	\$ 60.11
<u>54110</u>	<u>Sheriff's Department</u>		
105	Supervisor/Director	\$ 50,000.00	
110	Lieutenant(s)		\$ 41,100.00
140	Salary Supplements	<u>720.00</u>	
307	Communication		32,300.00
506	Liability Insurance		<u>9,081.00</u>
	Subtotal-54110	\$ 50,720.00	\$ 82,481.00

<u>54210</u>	<u>Jail</u>		
160	Guards	\$ 31,761.00	
312	Contracts w/ Private Agencies		\$ 20,000.00
335	Maintenance & Repair Services – Buildings		60,000.00
348	Postal Charges		344.00
349	Printing, Stationery, & Forms	344.00	
422	Food Supplies		20,000.00
425	Gasoline	5,000.00	
452	Utilities		10,000.00
499	Other Supplies & Materials	6,000.00	
506	Liability Insurance	2,288.00	
707	Building Improvements	1,000.00	
708	Communication Equipment		<u>614.00</u>
711	Furniture & Fixtures	500.00	
790	Other Equipment	<u>736.67</u>	
	Subtotal-54210	\$ 47,629.67	\$ 110,958.00
<u>54310</u>	<u>Fire Department</u>		
169	Part-Time Personnel		\$ 567.30
196	In-Service Training	\$ 2,567.30	
307	Communication		9,637.58
322	Evaluation & Testing	4,500.00	
335	Maintenance & Repair Services – Buildings		2,800.00
338	Maintenance & Repair Services – Vehicles	5,000.00	
355	Travel		3,750.00
412	Diesel Fuel	1,250.00	
425	Gasoline	1,250.00	
434	Natural Gas	6,294.00	
451	Uniforms	2,500.00	
452	Utilities		5,500.00
499	Other Supplies & Materials	2,337.58	
502	Building & Contents Insurance		5,841.00
506	Liability Insurance	59.00	
511	Vehicle & Equipment Insurance		<u>220.00</u>
513	Workman’s Compensation Insurance	58.00	
791	Other Construction	<u>2,500.00</u>	
	Subtotal-54310	\$ 28,315.88	\$ 28,315.88

<u>54410</u>	<u>Civil Defense (EMA)</u>		
302	Advertising	\$ 1,625.00	
307	Communication		\$ 1,700.00
332	Legal Notices, Recording, & Court Costs	150.00	
335	Maintenance & Repair Services – Buildings		55.00
348	Postal Charges	21.00	
349	Printing, Stationery, & Forms	100.00	
351	Rentals	273.20	
355	Travel		460.00
425	Gasoline	500.00	
499	Other Supplies & Materials		<u>4,235.64</u>
506	Liability Insurance	810.00	
599	Other Charges	<u>40.48</u>	
	Subtotal-54410	\$ 3,519.68	\$ 6,450.64
<u>54420</u>	<u>Rescue Squad</u>		
338	Maintenance & Repair Services – Vehicles	\$ 2,000.00	
425	Gasoline	500.00	
499	Other Supplies & Materials	1,000.00	
506	Liability Insurance	<u>618.00</u>	
	Subtotal-54420	\$ 4,118.00	
<u>54490</u>	<u>Other Emergency Management</u>		
399	Other Contracted Services	<u>\$ 5,000.00</u>	
	Subtotal-54490	\$ 5,000.00	
<u>54900</u>	<u>Other Public Safety (Sheriff's Shop)</u>		
417	Equipment Parts – Light		<u>\$ 2,405.39</u>
452	Utilities	\$ 1,000.00	
499	Other Supplies & Materials	1,000.00	
717	Maintenance Equipment	<u>405.39</u>	
	Subtotal-54490	\$ 2,405.39	\$ 2,405.39
<u>55120</u>	<u>Rabies & Animal Control</u>		
451	Uniforms	\$ 200.00	
452	Utilities		\$ 1,200.00
499	Other Supplies & Materials	<u>1,000.00</u>	
	Subtotal-55120	\$ 1,200.00	\$ 1,200.00

<u>55130</u>	<u>Ambulance</u>		
164	Attendants		\$ 15,000.00
169	Part-Time Personnel	\$ 15,000.00	
187	Overtime Pay		17,000.00
205	Employee & Dependent Insurance	17,000.00	
302	Advertising	2,000.00	
307	Communication		5,500.00
318	Debt Collection Services		45,000.00
338	Maintenance & Repair Services – Vehicles		<u>15,000.00</u>
349	Printing, Stationery, & Forms	1,000.00	
410	Custodial Supplies	750.00	
502	Building & Contents Insurance	<u>712.00</u>	
	Subtotal-55130	\$ 36,462.00	\$ 97,500.00
<u>55720</u>	<u>Litter Control</u>		
205	Employee & Dependent Insurance		\$ 835.00
302	Advertising	<u>\$ 2,000.00</u>	
338	Maintenance & Repair Services – Vehicles		<u>295.07</u>
	Subtotal-55720	\$ 2,000.00	\$ 1,130.07
<u>56500</u>	<u>Libraries</u>		
205	Employee & Dependent Insurance		\$ 651.00
335	Maintenance & Repair Services – Buildings	<u>\$ 651.00</u>	
	Subtotal-56500	\$ 651.00	\$ 651.00
<u>56700</u>	<u>Parks & Fairs Boards</u>		
312	Contracts w/ Private Agencies	<u>\$ 15,000.00</u>	
	Subtotal-56700	\$ 15,000.00	
<u>58220</u>	<u>Airport</u>		
169	Part-Time Personnel		\$ 4,410.00
307	Communication		1,640.00
399	Other Contracted Services	\$ 4,410.00	
410	Custodial Supplies	500.00	
435	Office Supplies	1,140.00	
	Subtotal-58220	\$ 6,050.00	\$ 6,050.00
<u>58300</u>	<u>Veteran's Services</u>		
302	Advertising	\$ 567.00	
307	Communication		\$ 200.00
435	Office Supplies		<u>500.00</u>
499	Other Supplies & Materials	<u>133.00</u>	
	Subtotal-58300	\$ 700.00	\$ 700.00

<u>58600</u>	<u>Employee Benefits</u>		
513	Worker's Compensation Insurance	<u>\$ 64,895.00</u>	
	Subtotal-58600	\$ 64,895.00	
<u>58900</u>	<u>Miscellaneous</u>		
340	Medical & Dental Services	\$ 100.00	
499	Other Supplies & Materials	<u>500.00</u>	
509	Refunds		<u>\$ 600.00</u>
	Subtotal-58900	\$ 600.00	\$ 600.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 312,598.95	\$ 407,180.76
Prior Estimated Expenditures			\$ 18,620,128.98
Total Estimated Expenditures this Amendment			\$ 18,714,710.79
Projected Fund Balance before Amendment			\$ 3,759,482.40
Change in Fund Balance this Amendment			\$ 0.00
Estimated Ending Fund Balance as of June 30, 2018			\$ 3,759,482.40

Budget Amendment – 101 – Potential Vacation Payout Coverage

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 22nd day of May, 2018, 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 17/18 May, 2018

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<u>51100</u> <u>County Commission</u>		
191 Board & Committee Fees		\$ <u>3,931.72</u>
Subtotal-51100		\$ 3,931.72
 <u>51300</u> <u>County Mayor</u>		
101 County Official		\$ <u>6,894.46</u>
Subtotal-51300		\$ 6,894.46
 <u>51310</u> <u>Personnel Office</u>		
105 Supervisor/Director		\$ 3,532.38
169 Part-Time Personnel		<u>1,852.82</u>
Subtotal-51310		\$ 5,385.20
 <u>51400</u> <u>County Attorney</u>		
189 Other Salaries & Wages		\$ <u>1,612.98</u>
Subtotal-51400		\$ 1,612.98
 <u>51500</u> <u>Election Commission</u>		
103 Assistant(s)		\$ 2,702.54
105 Supervisor/Director		5,211.30
106 Deputy(ies)		2,399.14
169 Part-Time Personnel		<u>461.63</u>
Subtotal-51500		\$ 10,774.61

<u>51600</u>	<u>Register of Deeds</u>	
101	County Official	\$ 5,790.30
103	Assistant(s)	2,702.54
106	Deputy(ies)	<u>2,387.16</u>
	Subtotal-51600	\$ 10,880.00
<u>51710</u>	<u>Development</u>	
103	Assistant(s)	\$ 3,533.54
105	Supervisor/Director	4,765.90
161	Secretary(s)	<u>2,693.06</u>
	Subtotal-51710	\$ 10,992.50
<u>51730</u>	<u>Building</u>	
106	Deputy(ies)	<u>\$ 2,252.20</u>
	Subtotal-51730	\$ 2,252.20
<u>51800</u>	<u>County Buildings</u>	
166	Custodial Personnel	\$ 2,566.58
168	Temporary Personnel	<u>295.40</u>
	Subtotal-51800	\$ 2,861.98
<u>52100</u>	<u>Accounting & Budgeting</u>	
105	Supervisor/Director	\$ 4,088.42
122	Purchasing Personnel	<u>3,211.44</u>
	Subtotal-52100	\$ 7,299.86
<u>52300</u>	<u>Property Assessor's Office</u>	
101	County Official	\$ 5,790.30
103	Assistant(s)	2,702.54
106	Deputy(ies)	7,092.88
108	Investigator(s)	<u>3,017.46</u>
	Subtotal-52300	\$ 18,603.18
<u>52400</u>	<u>County Trustee's Office</u>	
101	County Official	\$ 5,790.30
103	Assistant(s)	2,702.54
106	Deputy(ies)	4,639.36
169	Part-Time Personnel	<u>1,232.55</u>
	Subtotal-52400	\$ 14,364.75

<u>52500</u>	<u>County Clerk's Office</u>	
101	County Official	\$ 5,790.30
103	Assistant(s)	5,236.28
106	Deputy(ies)	8,990.92
169	Part-Time Personnel	1,323.92
189	Other Salary & Wages	<u>229.88</u>
	Subtotal-52500	\$ 21,571.30
<u>53100</u>	<u>Circuit Court</u>	
101	County Official	\$ 5,790.30
103	Assistant(s)	2,702.54
106	Deputy(ies)	<u>2,544.94</u>
	Subtotal-53100	\$ 11,037.78
<u>53300</u>	<u>General Sessions Court</u>	
103	Assistant(s)	\$ 2,702.54
106	Deputy(ies)	<u>8,937.46</u>
	Subtotal-53300	\$ 11,640.00
<u>53310</u>	<u>General Sessions Judge</u>	
102	Judge	\$ 13,287.46
106	Deputy(ies)	<u>3,307.70</u>
	Subtotal-53310	\$ 16,595.16
<u>53320</u>	<u>General Sessions Court Clerk</u>	
103	Assistant(s)	\$ 2,702.54
106	Deputy(ies)	<u>2,252.24</u>
	Subtotal-53320	\$ 4,954.78
<u>53330</u>	<u>Drug Court</u>	
168	Temporary Personnel	<u>\$ 3,502.00</u>
	Subtotal-53330	\$ 3,502.00
<u>53400</u>	<u>Chancery Court</u>	
101	County Official	\$ 5,790.30
103	Assistant(s)	5,405.04
106	Deputy(ies)	2,387.14
169	Part-Time Personnel	<u>852.82</u>
	Subtotal-53400	\$ 14,435.53

<u>53500</u>	<u>Juvenile Court</u>	
112	Youth Services Officer	\$ 3,406.34
	Subtotal-53500	\$ 3,406.34
<u>54110</u>	<u>Sheriff's Department</u>	
101	County Official	\$ 6,566.16
105	Supervisor/Director	4,132.88
106	Deputy(ies)	63,926.62
108	Investigator(s)	16,871.86
109	Captain(s)	7,066.08
110	Lieutenant(s)	13,057.37
115	Sergeant(s)	19,567.34
169	Part-Time Personnel	1,852.82
187	Overtime Pay	<u>2,424.21</u>
	Subtotal-54110	\$ 135,465.34
<u>54150</u>	<u>Drug Enforcement</u>	
105	Supervisor/Director	\$ 3,501.00
108	Investigator(s)	6,768.60
187	Overtime Pay	<u>1,424.16</u>
	Subtotal-54150	\$ 11,693.76
<u>54210</u>	<u>Jail</u>	
103	Assistant(s)	\$ 3,660.50
105	Supervisor/Director	3,846.90
110	Lieutenant(s)	5,619.60
115	Sergeant(s)	5,008.56
121	Data Processing Personnel	5,405.06
148	Dispatcher(s)	30,210.28
160	Guards	46,508.65
161	Secretary(s)	2,702.54
167	Maintenance Personnel	5,226.64
169	Part-Time Personnel	1,852.82
187	Overtime Pay	<u>6,746.91</u>
	Subtotal-54210	\$ 116,788.46
<u>54310</u>	<u>Fire Department</u>	
103	Assistant(s)	\$ 2,702.54
105	Supervisor/Director	3,825.50
142	Mechanic(s)	2,922.00
161	Secretary(s)	<u>1,036.80</u>
	Subtotal-54310	\$ 10,486.84

<u>54410</u>	<u>Civil Defense (EMA)</u>	
103	Assistant(s)	\$ 1,036.80
105	Supervisor/Director	3,783.74
106	Deputy(ies)	<u>2,186.62</u>
	Subtotal-54410	\$ 7,007.16
<u>54900</u>	<u>Other Public Safety (Sheriff's Shop)</u>	
142	Mechanic(s)	<u>\$ 5,358.24</u>
	Subtotal-54490	\$ 5,358.24
<u>55120</u>	<u>Rabies & Animal Control</u>	
106	Deputy(ies)	\$ 2,395.16
108	Investigator(s)	<u>2,546.40</u>
	Subtotal-55120	\$ 4,941.56
<u>55130</u>	<u>Ambulance</u>	
105	Supervisor/Director	\$ 5,546.16
109	Captain(s)	3,721.42
110	Lieutenant(s)	5,694.84
164	Attendant(s)	51,845.04
169	Part-Time Personnel	6,659.92
187	Overtime Pay	<u>41,464.04</u>
	Subtotal-55130	\$ 114,931.42
<u>55160</u>	<u>Dental Health Program</u>	
131	Medical Personnel	\$ 10,409.10
133	Paraprofessionals	2,166.72
162	Clerical Personnel	<u>1,061.83</u>
	Subtotal-55160	\$ 13,637.65
<u>55720</u>	<u>Litter Control</u>	
141	Foremen	<u>\$ 2,703.54</u>
	Subtotal-55720	\$ 2,703.54
<u>56500</u>	<u>Libraries</u>	
103	Assistant(s)	\$ 4,245.84
105	Supervisor/Director	2,783.60
129	Librarian(s)	1,370.30
169	Part-Time Personnel	<u>1,852.82</u>
	Subtotal-56500	\$ 10,252.56

<u>57500</u>	<u>Soil Conservation</u>	
161	Secretary(s)	\$ 2,317.74
163	Educational Assistant(s)	<u>2,576.42</u>
	Subtotal-57500	\$ 4,894.16
<u>58220</u>	<u>Airport</u>	
105	Supervisor/Director	\$ 3,116.80
169	Part-Time Personnel	<u>2,241.81</u>
	Subtotal-58220	\$ 5,358.61
<u>58300</u>	<u>Veteran's Services</u>	
105	Supervisor/Director	\$ 1,224.16
169	Part-Time Personnel	<u>502.59</u>
	Subtotal-58300	\$ 1,726.75
	TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ 628,242.15
	Prior Estimated Expenditures	\$ 18,620,128.98
	Total Estimated Expenditures this Amendment	\$ 19,248,371.13
	Projected Fund Balance before Amendment	\$ 3,759,482.40
	Change in Fund Balance this Amendment	(\$ 628,242.15)
	Estimated Ending Fund Balance as of June 30, 2018	\$ 3,131,240.25

Budget Amendment – 116 – Year End Adj. & Potential Vacation Payout Coverage

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 22nd day of May, 2018, 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 Solid Waste Fund #116 Budget be amended in the following words and figures, to wit:

SOLID WASTE FUND BUDGET AMENDMENT F/Y 17/18 May, 2018

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<u>55732</u> Convenience Centers		
314 Contracts w/ Public Carriers		\$ 100,000.00
Subtotal-55732		\$ 100,000.00
<u>55754</u> Landfill Operation & Maintenance		
105 Supervisor/Director		\$ 4,596.24
119 Accountants/Bookkeepers		3,366.52
144 Equipment Operators – Heavy		12,043.11
168 Temporary Personnel		1,145.88
186 Longevity Pay	\$ 1,000.00	
187 Overtime Pay		1,044.12
204 State Retirement	7,500.00	
205 Employee & Dependent Insurance		3,847.76
302 Advertising	2,000.00	
307 Communication		400.00
308 Consultants	1,500.00	
309 Contracts w/ Government Agencies		13,000.00
317 Data Processing Services		471.00
336 Maintenance & Repair Services – Equipment		5,000.00
418 Equipment & Machinery Parts		6,000.00
425 Gasoline	6,000.00	
506 Liability Insurance	4,018.00	
510 Trustee’s Commission		3,000.00
513 Workman’s Compensation Insurance	8,446.00	
733 Solid Waste Equipment	25,000.00	
Subtotal-55732	\$ 55,464.00	\$ 53,914.63
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 98,450.63

Prior Estimated Expenditures	\$ 952,245.00
Total Estimated Expenditures this Amendment	\$ 1,050,695.63
Projected Fund Balance before Amendment	\$ 868,527.63
Change in Fund Balance this Amendment	(\$ 98,450.63)
Estimated Ending Fund Balance as of June 30, 2018	\$ 770,077.00

Budget Amendment – 122 – Year End Adj.

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 22nd day of May, 2018, 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 1718 May, 2018

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
54150 Drug Enforcement		
307 Communication	<u>\$ 250.00</u>	
355 Travel		<u>\$ 250.00</u>
Subtotal-54150	\$ 250.00	\$ 250.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ 250.00	\$ 250.00
Prior Estimated Expenditures		\$ 126,500.00
Total Estimated Expenditures this Amendment		\$ 126,500.00
Projected Fund Balance before Amendment		\$ 79,350.91
Change in Fund Balance this Amendment		\$ 0.00
Estimated Ending Fund Balance as of June 30, 2018		\$ 79,350.91

Budget Amendment – 125 – Year End Adj.

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 22nd day of May, 2018, 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 Adequate Facilities Tax Fund #125 Budget be amended in the following words and figures, to wit:

ADEQUATE FACILITIES TAX FUND BUDGET AMENDMENT F/Y 1718 May, 2018

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
58400 Other Charges		
509 Refunds		\$ 3,000.00
510 Trustee's Commissions		<u>3,000.00</u>
Subtotal-58400		\$ 6,000.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 6,000.00
Prior Estimated Expenditures		\$ 510,000.00
Total Estimated Expenditures this Amendment		\$ 516,000.00
Projected Fund Balance before Amendment		\$ 754,218.53
Change in Fund Balance this Amendment		\$ 6,000.00
Estimated Ending Fund Balance as of June 30, 2018		\$ 748,218.53

Budget Amendment – 131 – Public Works #2

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 17/18 BUDGET AMENDMENT NO. 2

<u>EXPENDITURES</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED TOTAL</u>
<u>6100 Administration</u>			
196 In-Service Training	\$3,200.00		\$7,000.00
599 Other Changes	\$2,000.00		\$15,000.00
Net Change 61000:	\$5,200.00		\$217,677.00
<u>62000 Hwy. & Br. Maint.</u>			
187 Overtime	\$10,000.00		\$58,000.00
186 Longevity Pay		\$(5,600.00)	\$22,200.00
499 Other Supplies	\$2,500.00		\$12,500.00
Net Change 62000:	\$6,900.00		\$1,782,025.00
<u>65000 Other Charges:</u>			
307 Communication		\$(1,300.00)	\$5,700.00
452 Utilities	\$5,000.00		\$21,000.00
506 Liability Ins.		\$(6,800.00)	\$111,700.00
510 Trustee's Commission	\$9,000.00		\$61,000.00
Net Change 65000:	\$5,900.00		\$203,900.00

<u>EXPENDITURES</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED TOTAL</u>
<u>66000 Employee Benefits</u>			
513 Workman's Comp. Ins.		\$(18,000.00)	\$133,500.00
Net Change 66000:		\$(18,000.00)	\$631,500.00
<u>68000 Capital Outlay</u>			
714 Hwy. Equipment	\$21,340.00		\$659,340.00
Net Change 68000:	\$21,340.00		\$3,006,114.00
Net Change Expenditures:	\$21,340.00		\$6,348,716.00
Excess of Est. Revenues Over (Under) Est. Expenditures			\$(442,108.00)
Est. Beginning Fund Balance- July 2017			\$1,787,954.00
Est. Ending Fund Balance- June 2018			\$1,345,846.00

Budget Amendment – 151 – Year End Adj.

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 22nd day of May, 2018, 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 Debt Service Fund #151 Budget be amended in the following words and figures, to wit:

**DEBT SERVICE FUND
BUDGET AMENDMENT
F/Y 17/18
May, 2018**

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
82310 <u>General Government</u>		
510 Trustee's Commissions		<u>\$ 7,000.00</u>
Subtotal-82310		\$ 7,000.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 7,000.00
Prior Estimated Expenditures		\$ 3,114,349.00
Total Estimated Expenditures this Amendment		\$ 3,121,349.00
Projected Fund Balance before Amendment		\$ 1,964,288.00
Change in Fund Balance this Amendment		(\$ 7,000.00)
Estimated Ending Fund Balance as of June 30, 2018		\$ 1,957,288.00