FAYETTE COUNTY COMMISSION
COMMITTEE AGENDAS
February 2019

February 11, Monday

Development **5:30 pm**

1. **Timothy Hill Ranch Rezoning Request**

February 12, Tuesday

Criminal Justice and Public Safety **5:30 pm**

1. **Sheriff's Activity Report – Jan**
2. **Travel Policy Update – Extradition Expenses**
3. **Budget Amendment – 101 – Juvenile Court Request**

Budget **6:15 pm**

1. **Budget Amendment – 101 – Misc. No Fund Balance Changes**
2. **Budget Amendment – 101 – Juvenile Court Request**
3. **Budget Amendment – 101 – Health Department Grant Adjustment**
4. **Litter Grant Application Resolution**
5. **Contract in Lieu of Performance Bonds – Landfill**
6. **OPEB – Pre-65 Retiree Coverage Election Form**
7. **Delinquent Tax Attorney Letter – Discussion**
8. **Travel Policy Update – Extradition Expenses**

February 18, Monday

Health & Welfare **6:15 pm**

1. **Ambulance Reports**
    - **Runs Report**
    - **Unavailable Report**
    - **Collections Report**
    - **90% Response Time Report**
    - **Budget Report**
2. **Contract In Lieu of Performance Bonds – Landfill**
3. **Budget Amendment – 101 – Health Department Grant Adjustment**
4. **Paramedic Education Contract – Paramedic Name Change**
5. **PetData Update**

February 26, Tuesday

Personnel **6:30 pm**

1. **Employee Handbook – Special Holiday Pay Provision Clarification**

Timothy Hill Ranch Rezoning Request

APPLICATION FOR PROPERTY RECLASSIFICATION UNDER THE ZONING RESOLUTION OF FAYETTE COUNTY, TENNESSEE

X APPLICANT: Eugene Bryan X Phone: 901-486-9679

X Mailing Address: 5100 Poplar Ave Suite 1720 Memphis, TN 38137

X Location of property: 890 Pollyman Road, Williston, TN
Fayette County TN

Acreage: 264 Tax Map: 147 Parcel: 10.00 Civil District: 11

Present Zoning Classification: R-1 RURAL RESIDENTIAL

Proposed Zoning Classification: SA-1 SPECIAL ACTIVITY INSTITUTIONAL

REASON(S) FOR REQUEST & EXACT DESCRIPTION OF INTENDED USE OF SITE:

SEE ATTACHED

Caissa

Gene Bryan
DIRECTOR OF PLANNING & RESEARCH
gene@caissaps.com

C | 901.486.9679
O | 901.522.1030
F | 901.531.8060

5100 Poplar Avenue, Suite 1720
Memphis, TN 38137

I hereby certify that the statements made by me herein and the maps and other accompanying data submitted herewith are true and correct.

X _____
Signature of Applicant/Applicant's Agent

X 10/31/2018
Date

APPLICATION FOR PROPERTY RECLASSIFICATION UNDER THE ZONING RESOLUTION OF FAYETTE COUNTY, TENNESSEE

APPLICANT: Timothy Hill Children's Ranch, Inc. Phone: 631-369-1234

Mailing Address: 298 Middle Road, Riverhead, NY 11901

Location of Property: 860 Pulliam Road, Fayette County, Tennessee

Acreage: 264 acres Tax Map: 147 Parcel: 010.00 Civic District: 11

Present Zoning Classification: R-1 Rural Residential

Proposed Zoning Classification: SA Special Activity Zone

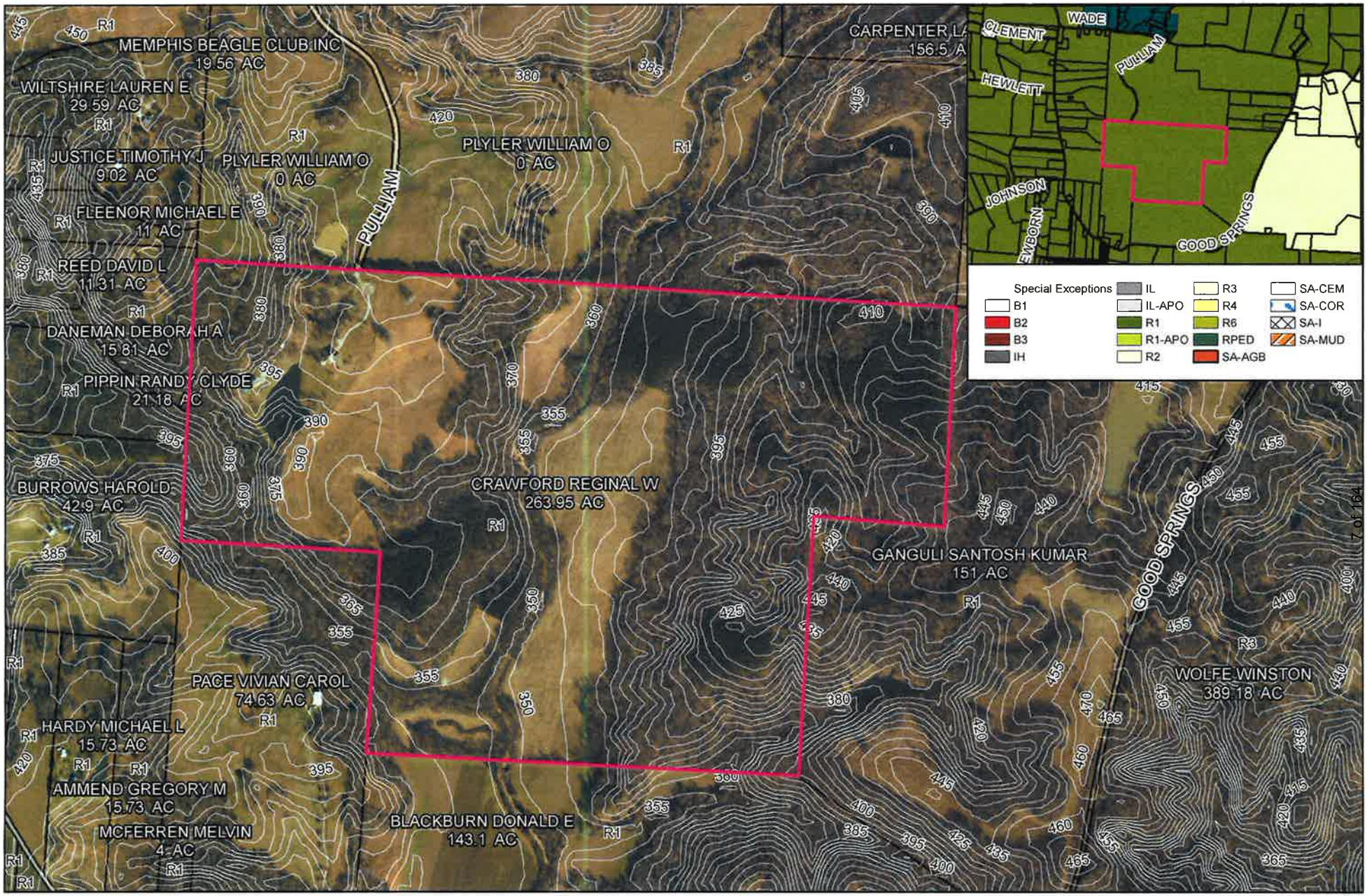
REASONS FOR REQUEST & EXACT DESCRIPTION OF THE INTENDED USE OF SITE:

The Timothy Hill Education and Youth Training Center: A full description of the educational and training center is provided in the attached narrative for the property located at 890 Pulliam Road, Williston, Fayette County, Tennessee. The narrative also contains information related to the ownership of the property, and lease held by Timothy Hill for use of the property. The narrative also contains maps, site plans and other exhibits that provide a full explanation of the intended use of the property.

I hereby certify that the statements made by me herein and the maps and other accompanying data submitted are true and correct.

Signature of Applicant / Applicant's Agent

October 31, 2018
Date



Subject Tract
Parcels
Zoning16

Flood Zone
500 year
100 year A
100 year AE
FLOODWAY

N
W E
S

FAYETTE COUNTY

Property Attribute Map

Map created by the Fayette County Planning and Development Office
For Mapping Purposes only. NOT to engineering scale
Data believed to be accurate when entered on the map
Contact local jurisdiction for corporate limits

Date: 12/12/2017

Map 147 Parcel 010.00

1 inch = 800 feet

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
False Easting: 1,968,500.0000
False Northing: 0.0000
Central Meridian: -86.0000
Standard Parallel 1: 35.2500
Standard Parallel 2: 36.4167
Latitude Of Origin: 34.3333
Units: Foot US

Reggie Crawford
890 Pulliam Rd
Fayette Co. TN

Fayette County - Parcel: 147 010.00

Date: December 20, 2017
County: Fayette
Owner: CRAWFORD REGINAL W
Address: PULLIAM RD 890
Parcel Number: 147 010.00
Deeded Acreage: 263.95
Calculated Acreage: 0
Date of Imagery: 2012

1:9,028
0 0.075 0.15 0.3 mi
0 0.1 0.2 0.4 km

LICENSED PROFESSIONAL
CRAIG CHRESTMAN
TENNESSEE LIC. # 0026
SOIL SCIENTIST
12/20/17

This map is to provide soil information for planning purposes. It is not for permitting of septic systems. It is a general evaluation of predominant soil groupings in a given area.

Grenada/Providence – These soils are on gentle to moderate slopes on higher elevations. They have a fragipan (restrictive layer) that must have 24" in depth to be used for conventional field lines. In this location, there are areas which have the required depth, and also areas which have less than 24" in depth due to erosion. Areas with less than 24" are the dominant soils in this landscape.

Providence/Smithdale – These soils occur on steeper slopes and toeslopes of this area. Providence soils here generally have a shallow fragipan due to erosion.
Smithdale soils are areas where much of the topsoil has eroded away, exposing the sandy subsoil horizons. Smithdale soils are favorable for septic fields, but some of these areas are also gullied due to high erosion.

Collins/Iuka – These soils are along streams and drainageways in level bottomland areas. They are comprised of the silts and loams which have eroded from the surrounding uplands. They are generally favorable for septic fields, but require the installation of subsurface drains. Many times, these are the largest contiguous areas of favorable soils in this type of landscape. This tract has a generous area of these soil types.

Overall, this tract has typical mixed soil units due to geology and erosion from past farming practices. To determine exact locations for septic fields, a High Intensity soil map will be required to locate specific soil areas for disposal.

Craig Chrestman
12/20/17

NOTIFICATION LIST

for Applicant and Adjoining Property Owners

APPLICANT Regina Crawford REQUEST Special Activity Institutional a mixed use

Tax Map	Parcel	Name	Address
147	10.00	(Applicant)	220 Reid Hooker Eads, TN 38028
148	12.00	Donald & Patrice Blackburn	2655 Good Springs Loop, Williston
148	13.01	Ganguli Santosh Kumar Revocable Living Trust	1105 St. Vincent Place, Memphis, TN 38120
148	13.03	Lynn & Joanna Talley	3857 Good Springs Loop, Williston
148	13.04	Sharon & Albert Ticer	3855 Good Springs Loop, Williston
148	13.05	Richard & Karen Cooksey	4057 Good Springs Loop, Williston
148	13.00	Rick Cooksey & Kenna Jones	4055 Good Springs Loop, Williston
148	01.00	Nina Martin	248 College St. Collierville, TN 38017
140	029.00	Suzanne Plyler	407 Greenway Rd, Memphis, TN 38117
140	026.02	Mildred Broom	1860 Wade Dr. Williston
140	026.00	Fannie Bell Dotson & Leroy Prewitt	1640 Wade Dr, Williston
140	028.00	Leroy Prewitt	1810 Wade Dr, Williston
140	027.00	James & Oralee Prewitt	1710 Wade Dr. Williston
140	026.01	Fannie Dotson	1660 Wade Dr. Williston
140	025.00	Mt. Zion Baptist Church #2	45 Good Springs Loop, Williston
140	23.01	James Prewitt	125 Good Springs Loop, Rossville
147	07.05	Edward & Susan Champagne	315 Good Springs Loop, Rossville
147	07.36	Magan Burke	325 Good Springs Loop, Rossville
147	07.06	Memphis Beagle Club, Inc	12080 Raleigh-Lagrange, Eads
147	07.07	Memphis Beagle Club, Inc	12080 Raleigh-Lagrange, Eads
147	07.08	Lauren Wiltshire	555 Good Springs Loop, Williston
147	08.00	Cemetary	
147	07.00	Timothy Justice	575 Good Springs Loop, Williston
147	07.10	Michael & Barbara Fleenor	765 Good Springs Loop, Williston
147	07.11	David Reed	65 Austin Dr. Oakland
147	07.09	Deborah Danenean	1613 E. Churchill Downs, Germantown, TN 38138

NOTIFICATION LIST

for Applicant and Adjoining Property Owners

APPLICANT Reginal Crawford REQUEST Special Activity: Institutional & Mixed Use

Tax Map	Parcel	Name	Address
147	07.02	Randy Pippin	11625 E. Churchill Downs, Germatown, TN 38138
147	07.03	Harold Burrows	1135 Good Springs Loop, Williston
147	022.00	Versie Kinner	1175 Good Springs Loop, Williston
147	22.01	Nicholas & Tina Holloway	1345 Good Springs Loop, Williston
147	23.06	John & Pamela Duncan	P.O. Box 76, Lagrange, TN 38046
147	23.02	Michael & Penny Hardy	1515 Good Springs Loop, Williston
147	23.03	Lindsey & Gregory Ammend	312 Great Falls Rd. Collierville, TN 38017
147	11.00	Vivian Pace	P.O. Box 160, Rossville, TN 38066
147	14.00	Melvin & Ardana McTerren	11224 S. St Lawrence Ave, Chicago, IL 60628
147	11.01	Augustus Jordan Living Trust	791 Sycamore Rd, Collierville, TN 38017
147	13.00	Augustus Jordan Living Trust	791 Sycamore Rd, Collierville, TN 38017
147	12.00	Augustus Jordan Living Trust	791 Sycamore Rd, Collierville, TN 38017
147	09.00	cemetery	
160	06.07	Shirley Davis	616 South 27th Street, Saginaw, MI 48601
160	06.06	Morise Swift	18205 Defrost Cleveland, OH 44128
160	06.05	Jimmie Simington	3428 Fulton St, Saginaw, MI 48601
160	06.04	Euley Simington	14388 Holly Springs, Bynalia, MS. 38611
160	06.03	Anita Simington Crawford	3393 Rosedale Rd, Cleveland, OH, 44112
160	06.02	Julius & Lorice Davis	737 Hollywood St, Memphis, TN 38112
160	06.01	State of Tennessee	312 Rosa L. Parks Ave, Nashville, TN 37243
160	06.00	Eddie Simington Jr.	1810 Good Springs Loop, Williston, TN 38076
147	32.00	Amy Woody	1820 Good Springs Loop, Williston
147	25.00	Michael Daniel	P.O. Box 152, Toone, TN 38381
147	25.01	Dana Parks & W. Lazenby Scotty	2150 Good Springs Loop, Williston
148	11.00	George & Donald Blackburn	24655 Good Springs Loop, Williston
148	10.00	Adam Hohenberg & Juliet Wischmeyer	27 Ashlawn Cv, Memphis, TN 38112

NOTIFICATION LIST

for Applicant and Adjoining Property Owners

APPLICANT Reginal Crawford REQUEST Special Activity: Institutional ; Mixed Use

Tax Map	Parcel	Name	Address
148	03.00	Wolfe Winston Revocable Living Trust	3210 Good Springs Loop, Williston
148	14.00	Josephine Jordan	P.O. Box 901156, Memphis, TN 38190
148	02.05	James Sims	4050 Good Springs Loop Williston
148	02.04	James Sims	4050 Good Springs Loop, Williston
148	02.00	James Sims	4050 Good Springs Loop, Williston
148	02.02	Mark & Jill Rawie	4100 Good Springs Loop, Williston
148	01.01	David Bomprezzi Living Trust Thomas Bomprezzi, Trustee	P.O. Box 22925, Memphis, TN 38122
139	21.00	Stephen & David Galloway	950 Twin Pipers Way, Williston
139	21.09	David Galloway	950 Twin Pipers Way, Williston
139	21.04	Stephen & Melanie Galloway	950 Twin Pipers Way, Williston
139	21.02	Craig Christenbury	8419 Drury Ln, Germantown, TN 38139
140	11.01	Reginal & Susan Crawford	220 Reid Hooker N, Eads, TN 38028
140	11.02	Belle Farms H.O.A.	220 Reid Hooker N, Eads, TN 38028
140	11.26	Steven & April Gibbs	8923 Village Lake Ln, Arlington, TN 38002
140	11.07	Paul & Shelley Fitzpatrick	125 Hutton Dr, Williston
140	11.10	Reginal & Susan Crawford	220 Reid Hooker N, Eads, TN 38028
140	11.00	Belle Farms H.O.A.	220 Reid Hooker N, Eads, TN 38028
140	10.01	Patrick Gonyaw	1675 Wade Dr, Williston
140	10.00	Suzanne Plyler & William Plyler, II Trustees	407 Greenway Rd, Memphis, TN 38117
140	22.00	Cemetery	
140	32.00	Lawrence & Deedra McCoy	90 Clement Dr, Rossville, TN 38066
140	57.00	Richard Allen	75 Clement Dr, Rossville, TN 38066
147	31.00	Kyle Ellis	360 Good Springs Loop, Rossville 38066
147	31.02	Michael & Morgan Ellis	320 Good Springs Loop, Rossville, 38066
147	32.00	Timothy & Mandy Collins	1535 Hewlett Drive, Rossville, TN 38066
147	07.12	Nancy Boatwright	1530 Hewlett Dr, Rossville, TN 38066

NOTIFICATION LIST

for Applicant and Adjoining Property Owners

APPLICANT Reginal Crawford REQUEST Special Activity: Institutional & Mixed Use

Tax Map	Parcel	Name	Address
147	07.13	Lasherlette Jones	9189 Bluff Top Cv, Cordova, TN 38018
147	07.34	Jessica Buchignani	780 Good Springs Loop, Williston, TN 38076
147	07.35	Gerald & Shirley Osborne	9200 Holmes Rd, Collierville, TN 38017
147	07.17	Jonathan & Catherine Nordstrom	950 Good Springs Loop, Williston
147	07.21	Greggory & Dianne Stalcup	80 South Mendenhall, Memphis, TN 38117
147	07.18	Gary & Shelia Reid	1100 Good Springs Loop, Williston, TN 38076
147	07.38	Garrettson Ellis	7321 Magnolia Ridge Dr, Germantown, TN 38138
147	07.20	Dianna & Joe Neely	50 Johnson Rd, Rossville, TN 38066
147	22.08	Ronald & Karen Grant	P.O. Box 46, Collierville, TN 38017
147	23.01	James Hill Jr.	1460 Good Springs Loop, Williston 38076
147	23.00	Fulton Bryant	2056 West 79th Place, Chicago, IL 60620
147	23.05	Judge & Mary Jackson	1505 South 7th Ave, Maywood, IL 60153
147	23.04	Mack & Laberta Dockery	1640 Good Springs Loop, Williston, TN 38076
147	23.07	James & Tina Nolen	1710 Good Springs Loop, Williston, TN 38076

4.3.9 Access Control – Prior to the adoption of an amendment creating a B-3 District, a design of the proposed vehicular access to the district meeting the requirements of Article V of this Resolution shall be reviewed and approved in writing by the Director of Public Works and the appropriate official when the access is to a state or federal highway.

4.4 No use requiring the issuance of a building permit shall be established in any business district until the Fayette County Regional Planning Commission shall have reviewed and approved a site plan submitted by the lot owner. Such site plan shall detail: lot geometry and elevations along with existing vegetation by type and general location; the use, size, location, profiles, height, and exterior appearance of intended building(s); fire protection and solid waste disposal; parking and loading/unloading areas; access and signage; buffering and landscaping; grading and drainage and erosion control; amenities such as recreation areas and illumination and pedestrian walkways; and all existing and planned utilities including water supply and wastewater disposal, electricity, natural gas, and telephone.

In reviewing the site plan the regional planning commission shall evaluate not only site engineering for proper integration and coordination of site facilities with existing and anticipated neighboring development to promote public health, safety, convenience, order, and efficiency, but also shall consider appropriate and reasonable measures to promote the general prosperity by preventing blight from any cause arising from the development, including materials of construction.

Any site plan depicting more than one (1) lot shall be recorded in the Office of the Fayette County Register following its approval; and any unauthorized deviation from an approved site plan shall constitute a violation of this Resolution.

Section 5 It is the intent and purpose of this section to provide a district for profit and nonprofit enterprises and facilities more appropriately located elsewhere than in a business, industrial, or residential district. To accomplish this intent and purpose, there shall be one (1) special activity district in Fayette County, Tennessee.

5.1 SA, Special Activity. Within the areas designated SA on the Official Zoning Map of Fayette County, Tennessee, the following provisions shall apply:

5.1.1 Permitted Uses: Cemeteries; Institutional establishments and mixed use developments; Nontoxic solid waste landfills not owned by Fayette County or its designate, provided that any such landfill shall be established and operated in conformity with the requirements of the state health department; Commercial outdoor recreational enterprises such as saddle club rings, race courses, shooting ranges, golf courses, campgrounds, and similar facilities; Agribusiness enterprises such as commercial plant nurseries and greenhouses, permanent livestock and produce markets, animal slaughterhouses and rendering plants, and similar facilities; Accessory buildings; Provided that any special activity district shall be limited to the specific use for which the district is established and provided that no offensive noise, odor, smoke, dirt, dust, runoff, heat, glare, or vibration shall be discernible at any district boundary.

5.1.1.1 Use Permitted as a Special Exception: A single dwelling unit, provided that:
(a) the residential use shall not violate any restrictive covenant; and
(b) the residential use shall be incidental to the special activity use (i.e., the dwelling unit shall be occupied by the owner of an enterprise or facility in the Special Activity district or by an employee, but shall not be for rent or lease); and
(c) the Special Activity district shall be at least one (1) acre in size, or larger if required by the state health department; and
(d) the lot shall not be in violation of any provision of this Resolution; and
(e) the Board of Appeals may impose such additional conditions or restrictions on the residential use as may be necessary to assure conformity with the interests and purposes of this Resolution; and

(f) the Board of Appeals shall withdraw any special exception issued under this section if the residential use is discontinued for a period longer than one (1) year or if, after a hearing to determine the facts, it is established that there no longer exists that facts, conditions, or conformity upon which the special exception was issued.

5.1.2 Site Suitability Standards:

5.1.2.1 Special Activity districts shall be established only on sites which can conform to the access control regulations of Article V.

5.1.2.2 Minimum Site Size – Required minimum site size shall depend upon the type enterprise or facility to be established in the Special Activity district:

5.1.2.2.1 For institutional establishments and mixed use developments – Two (2) acres, but in no event less than an area adequate for the installation of the sewage disposal system required by the state health department.

5.1.2.2.2 For landfills – Five (5) acres, or more if required by the state health department.

5.1.2.2.3 For commercial outdoor recreational enterprises – Twenty thousand (20,000) square feet, but in no event less than an area adequate for the installation of the sewage disposal system required by the state health department.

5.1.2.2.4 For agribusiness enterprises – None, but in no event less than an area adequate for the installation of the sewage disposal system required by the state health department.

5.1.2.2.5 For cemeteries – One (1) acre, provided that the expansion of an existing cemetery property shall have no minimum.

5.1.2.3 Minimum Public Road Frontage – Required minimum public road frontage shall depend upon the type enterprise or facility to be established in the Special Activity district:

5.1.2.3.1 For institutional establishments and mixed use developments – Fifty (50) feet for each acre, or fraction of an acre, to a minimum of two hundred (200) feet.

5.1.2.3.2 For landfills – None.

5.1.2.3.3 For commercial outdoor recreational enterprises – Fifty (50) feet.

5.1.2.3.4 For agribusiness enterprises – None.

5.1.2.3.5 For cemeteries – Fifty (50) feet, provided that no public road frontage shall be required for a cemetery abutting an affiliated church or cemetery property that already has fifty (50) feet of public road frontage.

5.1.2.4 Drainage – Special Activity districts shall be established only on well-drained sites where the development will neither endanger any water supply nor generate off-site flooding.

5.1.3 Site Development Standards – No site plan shall be recorded nor any building permit issued without either full and proper installation of all required site improvements or the provision of a satisfactory surety; and the installation and inspection of site improvements shall be conducted as required by the building commissioner with the concurrence of the Fayette County Regional Planning Commission.

5.1.3.1 Drainage System and Erosion Control – Adequate drainage improvements and erosion control measures, whether on the site or on an affected public right-of-way, shall be

implemented as specified by the building commissioner with the concurrence of the Fayette County Regional Planning Commission.

5.1.3.2 Required Setbacks – For all buildings except signs there shall be minimum setbacks as follows:

5.1.3.2.1 From any road right-of-way – Forty (40) feet, provided that pumps for dispensing motor fuels shall not be nearer than twenty (20) feet to said right-of-way.

5.1.3.2.2 From any district boundary not common to a road right-of-way – Thirty (30) feet, provided also that the Fayette County Regional Planning Commission may require the erection of a solid wall or fence of a specified height and appearance along or parallel to any boundary of the Special Activity district.

5.1.3.2.3 Minimum distance between principal buildings – Twenty (20) feet.

5.1.3.3 Maximum Buildable Area – Not more than thirty (30) percent of a Special Activity district shall be covered with buildings.

5.1.3.4 Maximum Height – No building intended for human occupancy or use shall be more than forty (40) feet in height; towers, water tanks, spires, belfries, antennas, etc., shall not be higher than ten (10) feet less than the distance from the nearest district boundary to the base of such structure, except as required in Section 11 of Article V.

5.1.4 No building shall be erected or placed nor any use initiated in any special activity district until the Fayette County Regional Planning Commission shall have reviewed and approved a site plan submitted by the lot owner or his agent or assign. Such site plan shall detail: lot geometry and elevations along with existing vegetation by type and general location; the use, size, location, profiles, height, and exterior appearance of intended building(s) along with the number of dwelling units in each building, if any; fire protection and solid waste disposal; parking and loading/unloading areas; access and signage; buffering and landscaping; grading and drainage and erosion control; amenities such as recreation areas and illumination and pedestrian walkways; and all existing and planned utilities including water supply and wastewater disposal, electricity, natural gas, and telephone.

In reviewing the site plan the regional planning commission shall evaluate not only site engineering for proper integration and coordination of site facilities with existing and anticipated neighboring development to promote public health, safety, convenience, order, and efficiency, but also shall consider appropriate and reasonable measures to promote the general prosperity by preventing blight from any cause arising from the development, including materials of construction, and no site plan shall be approved except for the specific use and scale for which the special activity district was established.

Any site plan depicting more than one (1) lot shall be recorded in the Office of the Fayette County Register following its approval; and any unauthorized deviation from an approved site plan shall constitute a violation of this Resolution.

Section 6 Intent and Purpose. It is the intent and purpose of this section to provide districts permitting a range of light and heavy industrial uses more appropriately located elsewhere than in a residential, business or special activity district. To accomplish this intent and purpose, there shall be two (2) industrial districts (I-L and I-H) in Fayette County, Tennessee.

6.1 General Provisions for Industrial Districts. Within industrial districts as shown on the Official Zoning Map of Fayette County, Tennessee, the following provisions shall apply:

6.1.1 Construction & Performance Standards. It is the intent and purpose of this section to:

TIMOTHY HILL

TRANSFORMATION THROUGH LOVE

Special Activity Zoning Application for 890 Pulliam Road, Williston, Fayette County, Tennessee

Narrative

October 2018

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1.0 Request

Timothy Hill, a Christian based organization is centered in New York, and has an existing facility in Middle Tennessee. Timothy Hill is seeking to establish an Education and Youth Training Center for young adults on a 264-acre property at 890 Pulliam Road in south-central Fayette County, Tennessee.

Timothy Hill is requesting a rezoning of the property in accord with the Fayette County Zoning Resolution. The request is to rezone the parcel of land from the R-1 Rural Residential District to the SA Special Activity District as set forth in the Fayette County Zoning Resolution Section 5. The Timothy Hill Education and Youth Training Center is a Christ centered educational non-profit organization that is best located on this property under the SA District than on property zoned for commercial, industrial or other higher density residential zoning districts.

The Education and Youth Training Center will provide residential, educational and vocational services for up to 40 male youth at a time. The goal of Timothy Hill is to provide these youth with personal and workforce skills that will result in productive and independent members of the community. Timothy Hill, at this location will employ 28 to 35 staff members who will teach and guide these young men towards productive futures. The staff will be full and part time persons and will include maintenance, culinary, teachers, and professionals who are skilled in educating young men. A number of the staff will live onsite with the young men.

2.0 Background

Timothy Hill is a non-profit organization named for the son of Jerry and Fern Hill. Jerry and Fern were originally from Columbia, Tennessee and were called to Long Island, New York to serve their church in Riverhead. Their eldest son sought to take care of children who suffered from mistreatment by society at large, but from his untimely death sprung the foundation that that is today, Timothy Hill.

The foundation first opened its doors in Riverhead, New York in 1980 and now has nearly 40 years of experience educating young adults. Timothy Hill operates education and retreat centers in various location in the Country. The original facility in Riverhead, New York is the main facility and headquarters of the foundation. The additional facilities operated by Timothy Hill are located in Norwich Lake, MA and Center Hill, TN. These centers provide individuals and groups with learning opportunities, character development and personal growth in a Christ-centered environment.

The Christian ministry of Timothy Hill over the past almost 40 years has impacted the lives of thousands of young people and families in crisis, who have become independent and productive members of their communities.

3.0 Site

3.1 Location

The property is a 264-acres tract of land situated in south-central Fayette County. The character of the area is rural in nature.

3.2 Access

The primary access for the property is Pulliam Road, a gravel based road serving the 264 acres and a large parcel adjacent to the north. Pulliam Road connects with Wade Drive a rural paved two-lane roadway. The site has a secondary point of access to Good Springs Loop, also a rural paved two-lane roadway.

3.3 Character

The property is heavily wooded along the western boundary of the site, and the eastern 1/3 of the site is primarily dense tree cover. In the central and northwestern portion of the site, land has been cleared for row-crops, the existing structures and a farm pond.

3.4 Improvements

3.4.1 The site today includes a single-family home, two large metal buildings used for a barn and storage. Also, on the site is a small caretaker's cottage, and two older cabins.

3.4.2 Future improvements to the site will include five (5) new residential structures and two central facilities that will house classrooms, the kitchen, dining and assembly hall and recreational areas.

3.5 Utilities

3.5.1 Water for the site is provided by a well and will need to be expanded to accommodate the proposed facility. Any new well on the property will require the approval of and done in conformance with the standards set forth by the Tennessee Department of Environment and Conservation.

3.5.2 Sewage on the site is provided by an approved septic system. This facility must also be expanded to accommodate the proposed facility. A new septic system must be approved and meet all standards as established by the Tennessee Department of Environment and Conservation.

3.5.3 Drainage on the property will not be significantly altered from current conditions. Detailed drainage plans will be subject to review and approval during final plan approval process for a Special Activity Zone.

3.6 Emergency Services

The site is remotely located from fire and other emergency services. Risks to the site will be mitigated in three ways.

3.6.1 Structures will be built to conform to all relevant fire codes in Fayette County, Tennessee.

3.6.2 The existing pond on the property will be expanded to create a larger reservoir of water to accommodate a dry hydrant.

3.6.3 Timothy Hill will work with Fayette County Fire Department to provide training to staff in fire safety, and will provide vehicles on site to provide for evacuation of the property if needed.

3.7 Ownership

Timothy Hill has secured a 5-year lease with the option to purchase the 264-acre property at 890 Pulliam Road, Williston, Fayette County, Tennessee from Reginald and Susan Crawford. A copy of the lease is provided in Appendix 1 of the application.

4.0 Proposed Use

Timothy Hill is seeking to establish an Education and Youth Training Center for a maximum of 40 youth male from Fayette County and surrounding areas. The teachers and staff of the Center will provide Christian care, education and vocational training in a loving family-like environment. The curriculum is approximately 13 months in duration.

4.1 Residents

The young men will be between the ages of 16 and 21. The youth accepted in the Timothy Hill program have aged out of foster care, and are voluntarily seeking a Christ-centered educational curriculum that provides skills to be productive members of the community.

4.2 Licensure

Timothy Hill will obtain all required licenses to operate the facility and provide residential services to these youth through the Tennessee Department of Children Services.

4.3 Staff

Timothy Hill will employ between 28 and 35 staff. This includes the 8 – 12 persons that will also serve as live-in caretakers. Teachers and staff will be specifically licensed to provide the education and training curriculum to young adults, 16-21. Teachers and staff will include social workers, case workers, administrators, counselors, vocational trainers and culinary providers.

4.4 Curriculum

Timothy Hill curriculum will focus on:

Interview Skills	Hospitality
Financial Literacy	Farming
Leadership Development	Landscaping
Public Speaking	Maintenance
Culinary Arts	Ministry

4.5 Exclusions

The Timothy Hill Education and Youth Training Center will not be for persons who do not meet the requirement of being a young male between the ages of 16-21, or who have the following;

- Committed felonies
- A drug dependency
- Mental health issues

4.6 Employment

Residents will work on-site during the initial phases of their training. Qualified residents may seek off-site employment after successful completion of the initial training. The outside jobs will provide the students workforce and vocational skills to become productive citizens of the

community. In addition, the income earned in outside employment is fully retained by the student. The wages are used to build savings and assist the resident in becoming an independent member of the community.

5.0 Services

5.1 Residential Services

Youth accepted into the Timothy Hill program will live on-site during their time in the program. Each residential unit will have qualified youth caregivers.

5.2 Referrals

Potential residents recommendations will come from the Tennessee Department of Children Services or a local school.

5.3 Holistic Therapeutic Support

A structured program of education, counseling, vocational training, and Christ centered character development, in a loving family like community.

6.0 Impacts

6.1 Noise

The location of improvements on the site will be surrounded by the natural tree cover that surrounds the property. The density of the tree cover and the building construction will provide adequate buffering of noise generated on the property.

6.2 Traffic

The property is 264 acres and is zoned R1 Rural Residential. Under current zoning, with a one acre lot minimum, about 250 homes could be developed on the site. With environmental issues taken into account, that number would probably be reduced to about 125. Finally, if "sub-urban" farm sites were the market, the property could be developed with about 45 homes. The Timothy Hill development will have ¼ of the traffic generated by the least intensive residential development on the property.

Developed Use	Housing Units	Traffic Generation Ratio	Expected Traffic/Day
Timothy Hill	7 Plus staff	9.9 Per Unit/Day	135
1 Acre Lots	250	9.9 Per Unit/Day	2,475
2 Acre Lots	125	9.9 Per Unit/Day	1,235
5 Acre Lots	45	9.9 Per Unit/Day	445

7.0 Planning Guideline

7.1 Section 5 of The Fayette County Zoning Resolution sets forth:

It is the intent and purpose of this section to provide a district for profit and non-profit centerpieces and facilities more appropriately located elsewhere than in a business, industrial or residential district. To accomplish this intent and purpose, there shall be one (1) special activity district in Fayette County, Tennessee.

In accord with the purpose and intent stated above, a use authorized in a special activity zone should comply with certain site suitability standards as provide in Article VII Section 5.1 of the Fayette County Zoning Resolution. The site suitability and development standards applicable to the Timothy Hill application are provided below.

7.2 Article V Section 3: Road Frontage

Pulliam Road is a public roadway in Fayette County, Tennessee. It provides at this time, 430 feet of property frontage for the property at 830 Pulliam Road. This further complies with Section 5.1.2.3.1.

7.3 Article VII Section 5.1.2.2: Minimum Site Size

The subject property will have a net 240 acres of land for the proposed institutional use. As required by this section, 2-acre minimum is required, or as may be required by the Fayette County Health Department for a septic system.

7.4 Article VII Section 5.1.2.4: Drainage:

There are no plans to alter the natural drainage on the property. Any increase in impermeable surface area will be mitigated by the enlargement of the pond that is onsite which will serve as detention facility as needed.

7.5 Article VII Section 5.1.3: Site Development Standards

These standards will all be met following approval of the SA Zoning District designation, and will be detailed when site plan review and approval process is initiated by Timothy Hill.

8.0 Public Concerns

8.1 Taxes

Timothy Hill will hold a lease on the property. This does not afford the property owner relief from property taxes assessed and due to Fayette County. The improvements made to the site by Timothy Hill will result in higher assessments on the property and additional tax revenue.

8.2 Property Values

Review of development in the Riverhead community on Long Island, New York finds that Timothy Hill facility at Riverhead has had no impact on development in the area. Since the facility was opened in 1980, the population of Riverhead has risen 66 percent. Housing units have increased 77 percent since 1980 and housing values have grown from $78,000 to $400,000.

8.3 Grants

Timothy Hill will not impact federal and state budgets for grants available to provide the services for this youth. Grants awarded to Timothy Hill will increase state and federal tax dollars coming into Fayette County, Tennessee.

8.4 Education

Youth from Fayette County and elsewhere in Tennessee, are certainly entitled to be provided with all public educational opportunities. TN Promise and other post-secondary educational programs in TN are not related to Fayette County, but are programs available to all residents of Tennessee, regardless of where they live.

8.5 Request

Timothy Hill is making a specific request to the Fayette County Planning Commission and the Fayette County Board of Commissioners. The request as stated in Section A of this application

is the exact activity to be approved. Additionally, each housing structure built on the property, must be licensed with the State of Tennessee. The application for said license will be specific to the request made in this application and approved by the Fayette County Board of Commissioners.

Appendix 1 – Lease Between Reggie Crawford and Timothy Hill

LEASE AGREEMENT WITH OPTION TO ACCEPT FEE SIMPLE CONVEYANCE

THIS LEASE AGREEMENT WITH OPTION TO ACCEPT FEE SIMPLE CONVEYANCE ("Lease") is entered into effective as of the 1st day of August, 2016 (the "Effective Date"), by and between Reginal W. Crawford and wife, Susan S. Crawford (collectively, "Landlord"); and Timothy Hill Children's Ranch, Inc., a New York not for profit corporation ("Tenant").

RECITALS:

WHEREAS, in order to further Tenant's religious and charitable purposes, Landlord desires to lease the herein described real estate and improvements comprising the Leased Premises to Tenant, and at the end of the Term hereof, convey such real estate to Tenant as further described herein;

WHEREAS, Tenant wishes to lease the Leased Premises from Landlord and obtain the option to accept at the end of the Term hereof the conveyance of the real estate and improvements which comprise the Leased Premises; and

WHEREAS, Landlord's motivating factor for executing this Lease is to benefit the community at large by promoting Tenant's religious and charitable purposes and Landlord does not anticipate any direct benefit from any contribution provided to Tenant pursuant to this Lease;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Landlord and Tenant, and the mutual covenants contained herein, and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

1. **Leased Premises**. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions hereof, all that certain piece, parcel, or tract of land containing approximately 263.95 acres of land more specifically described in Exhibit A, attached hereto and incorporated herein by reference, together with all improvements thereon, including without limitation, two single family houses, a farm shop, and pole barn (the "Leased Premises"), being located at 890 Pulliam Road in Fayette County, Tennessee. This Lease and the Option defined below is subject to the benefits and the burdens of that certain Land Swap Agreement dated as of December 5, 2015 between the Landlord and Donald E. Blackburn and wife Patrice Blackburn.

2. **Commencement Date; Term**.

(a) The "Commencement Date" hereunder shall be August 1, 2016. Landlord hereby covenants that Landlord shall deliver full and exclusive possession of the Leased Premises to Tenant effective as of the Commencement Date.

(b) The term of this Lease shall be for a five (5) year period beginning on the Commencement Date (the "Term"). The first Lease Year shall commence on the Commencement Date and shall continue for a period of one full year therefrom, ending at 11:59:59 p.m. on the day immediately preceding the first anniversary of the Commencement Date; and each Lease Year thereafter shall commence on the day which represents the anniversary of the Commencement Date and shall continue for a period of one full year therefrom, ending at 11:59:59 p.m. on the day immediately preceding the anniversary of the Commencement Date (each a "Lease Year").

3. **Rent**. In consideration for Tenant's possession and use of the Leased Premises under this Lease, Tenant shall pay to Landlord an annual rental payment of One Dollar ($1.00) per year payable in advance (the "Rent"). The first payment of Rent shall be payable upon the date of full execution of this Lease by Landlord and Tenant, and each subsequent payment of Rent thereafter shall be payable on each year anniversary on the Commencement Date during the Term.

4. **Place of Payment**. All amounts payable under Section 3 of this Lease, as well as all other amounts payable by Tenant to Landlord under the terms of this Lease, shall be paid at the home of Landlord set forth in Section 21 hereof, or at such other place as Landlord may from time to time designate by written notice to Tenant.

5. **Option to Obtain Conveyance of Leased Premises**.

(a) Landlord does hereby give, grant, bargain, sell and convey unto Tenant the exclusive right and option (the "Option") during the Option Period (as hereinafter defined) to receive a conveyance of all of Landlord's right, title and interest in and to the Leased Premises. The period during which the Option may be exercised shall be any time which is within 60 days prior to the expiration of the Term or earlier termination of the Lease through and including the date that is sixty (60) days after the expiration of the Term or earlier termination of the Lease (the "Option Period"). In furtherance of the foregoing, Tenant's right to exercise the Option within the Option Period, and any and all rights hereunder related thereto, shall survive expiration of the Lease. Provided that Tenant is not in substantial material default hereunder, Tenant may exercise the Option at any time during the Option Period by providing written notice thereof to Landlord (the "Notice of Exercise"). Upon exercise of the Option by Tenant, the Landlord shall convey good and marketable fee simple title to the Leased Premises by general warranty deed subject only to applicable zoning on the Closing Date, and set back requirements, declarations, covenants, restrictions, and easements of record on the Effective Date. If Tenant exercises the Option, then: (i) the closing of the sale and purchase of Landlord's fee simple interest in the Leased Premises (the "Closing") shall occur on or before the date that is sixty (60)

days after the date that Tenant delivers the Notice of Exercise to Landlord; (ii) the Closing shall occur at a mutually agreeable location in Shelby County, Tennessee; and (iii) Closing may be accomplished via mail or overnight delivery service. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE GRANT OF THIS OPTION IS SPECIFICALLY CONTINGENT UPON THE COUNTY OF FAYETTE, TENNESSEE GRANTING A SPECIAL ACTIVITY DISTRICT STATUS ON A SUFFICIENT PORTION OF THE LEASED PREMISES ALLOWING FOR THE OPERATION OF A WORKING FARM AND CAMPUS FOR YOUTH, AGES 16 TO 21, AT RISK OF HOMELESSNESS, OR YOUTH WHO HAVE AGED OUT OF FOSTER CARE, AGES 16 TO 21 (THE "RANCH") AND THE SUBSEQUENT ESTABLISHMENT BY THE TENANT OF THE RANCH.**

(b) Upon Tenant's exercise of the Option, Landlord's right, title and interest in and to the Leased Premises shall be a charitable gift to Tenant for the purpose of carrying on the charitable and religious purposes of Tenant.

(c) Landlord and Tenant each hereby agree to execute a Memorandum of Lease and Option to Purchase in the form attached hereto as Exhibit B and incorporated herein (the "Memorandum") which shall, at Tenant's option, be recorded in the Office of the Register of Deeds of Fayette County, Tennessee. Any transfer taxes or conveyance fees payable upon recordation of the Memorandum will be payable by Tenant. The provisions of this Section 5(c) shall survive the expiration of the Term.

(d) In the event Tenant exercises the Option for any reason, and acquires title to the Leased Premises. Tenant may hold and operate the Leased Premises, or lease, or sale, the Leased Premises to any third party, subject to Fayette County Special Activity – Industrial and Mixed Use Regulations.

6. **Use of Leased Premises**.

(a) Tenant intends to use the Leased Premises during the Term hereof for the operation of a farm and related infrastructure to support the farm operations, or for a retreat, or as a farm and campus for non-violent youth offenders, ages 16 to 21, or youth who have aged out of foster care, ages 16 to 21, and for other lawful purposes as determined by Tenant in its reasonable discretion ("Use").

(b) During the Term, Tenant shall reimburse Landlord for property taxes and/or special assessments on the real property comprising the Leased Premises, and all improvements thereon, to the same extent Landlord is legally required to and actually pays the same.

(c) Tenant shall pay for all utility services and all other services and installations to the Leased Premises, Tenant at its expense shall promptly make and pay for any repairs and

replacements to the Leased Premises which Tenant deems necessary in its sole discretion, whether interior, exterior, or underground, ordinary or extraordinary, or structural or non-structural, including fence damage or other damages. Further, Tenant shall at all times during the Term, at its expense, maintain in reasonable repair and in good and safe condition all improvements on the Leased Premises. Tenant shall maintain the Leased Premises in good condition. Tenant shall, at the expiration or earlier termination of this Lease surrender the demised premises in at least as good as condition as that in which they were delivered, unless Tenant exercises its Option hereunder. Tenant, in its sole discretion, shall have one hundred eighty (180) days following any termination or expiration of the Term to remove any Tenant improvements, fixtures or other personal property located on the Leased Premises.

7. **Representations and Warranties**. (a) To induce Tenant to enter into this Lease, Landlord makes the representations, warranties and covenants hereinafter contained, each of which is material to, and is relied upon, by Tenant.

i. No Leases. Tenant acknowledges that the Leased Premises is subject only to those easements and encumbrances of record shown on Exhibit C attached hereto (the foregoing easements and encumbrances being hereinafter collectively referred to as the "Permitted Exceptions"), and to no other easements or encumbrances of any type or nature whatsoever.

ii. No Mechanic Liens. No labor has been performed or material furnished for the Leased Premises (i) for which Landlord has not heretofore fully paid, or (ii) for which a mechanic's or materialmen's lien or liens, or any other lien, can be properly claimed by any person or entity.

iii. Other Agreements. No other agreements, including, without limitation, any oral agreements, have been entered into with any person or entity relating to or connected with the sale or use of the Leased Premises.

iv. Authority; Execution; No Inconsistent Agreements, etc. Landlord has full power and authority to make, execute and perform this Lease, and the obligations required hereunder to be performed by Landlord. This Lease has been duly and validly executed and delivered by Landlord, and this Lease constitutes the valid and legally binding obligation of Landlord, enforceable in accordance with its terms. Neither the execution and delivery of this Lease nor the performance of the obligations hereunder will constitute a violation or breach of any provision of any contract or other instrument to which Landlord is a party or by which the Leased Premises or Landlord may be affected or secured; or of any order, writ, injunction, decree, statute, rule or regulation affecting Landlord or the Leased Premises or to which Landlord is otherwise subject.

v. Title. Landlord has good and marketable fee simple title to Leased Premises, free and clear of all mortgages, pledges, security interests and conditional sales agreements, encumbrances, liens or charges of any kind or character which would affect the marketability of title to Leased Premises, other than the Permitted Exceptions.

(b) To induce Landlord to enter into this Lease, Tenant makes the representations, warranties and covenants hereinafter contained, each of which is material to, and is relied upon, by Landlord:

i. Organization. Tenant is a duly organized and validly existing New York not for profit corporation authorized to do business in Tennessee, and recognized by the Internal Revenue Service as a 501(c)(3) tax exempt organization.

ii. Authority; Execution; No Inconsistent Agreements, etc. Tenant has full power and authority to make, execute and perform this Lease, and the obligations required hereunder to be performed by Tenant have been duly and validly authorized and approved by all necessary action on the part of Tenant. This Lease has been duly and validly executed and delivered on behalf of Tenant by its duly authorized officer, and this Lease constitutes the valid and legally binding obligation of Tenant, enforceable in accordance with its terms. Neither the execution and delivery of this lease nor the performance of the obligations hereunder will constitute a violation or breach of the agreements or documents under which Tenant governs itself; or of any provision of any contract or other instrument to which Tenant is a party or by which Tenant's business may be affected or secured; or of any order, writ, injunction, degree, statute, rule or regulation affecting Tenant's business or to which Tenant is otherwise subject.

8. **Taxes.** Subject to Section 6(b) of this Agreement:

(a) Tenant shall, during the Term, as additional rent, pay and discharge, as and when the same shall become due and payable, all taxes, assessments and other governmental impositions and charges on the Leased Premises which arise or accrue from and after the Commencement Date (collectively, "Taxes"). All such Taxes which shall become payable during each of the calendar years in which the Term commences and terminates, shall be apportioned pro-rata between Landlord and Tenant in accordance with the respective portions of such years during which such Term shall be in effect. Landlord shall pay all Taxes owed for the period prior to the Commencement Date, including, without limitation, such Taxes which arise due to reassessment of the Leased Premises whether in the nature of "roll-back" taxes due to a change in use of the Leased Premises or otherwise, excluding the portion of any such Taxes attributable to any improvements by Tenant (which will be Tenant's responsibility).

(b) Tenant or its designees shall have the right to contest or review all such Taxes by legal proceedings, or in such other manner as it may deem suitable and Tenant shall have the right, if necessary, to conduct such legal proceedings in the name of and with the cooperation of

Landlord and Landlord shall execute all documents necessary to accomplish the foregoing; provided that, notwithstanding Tenant's right to contest and review Taxes, Tenant shall promptly pay all such Taxes if at any time the Leased Premises or any part thereof shall then be immediately the subject of a tax foreclosure sale.

(c) Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant. Landlord will, upon the request of Tenant, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate as and when received by Landlord.

(d) Nothing contained in this Lease shall require or be construed to require Tenant to pay any inheritance, estate, succession, transfer (except in connection with the recordation of any memorandum of lease), gift, franchise, income, gross receipts (whether imposed on Landlord or Tenant, but excluding any separate tax on rents), excise or profit taxes that are or may be imposed upon or assessed against Landlord, their heirs or assigns.

9. **Liens; Accessibility**. Tenant shall maintain the Leased Premises free of all liens or other charges which may arise and which relate to the Use. In the event any lien, encumbrance or other charge is placed upon Landlord's interest in the Leased Premises due to the Use, Tenant shall cause such lien, encumbrance or other charge to be removed or discharged (by bonding or otherwise) within sixty (60) days of its filing. If Tenant fails to do so Landlord shall have the right, but not the obligation, to cause any such lien or other charge to be removed, and all liabilities, costs and expenses related thereto shall be for the account of Tenant and payable to Landlord immediately upon demand by Landlord.

10. **Requirements of Public Authority**.

(a) During the Term, Tenant shall substantially observe and comply in all material respects with all applicable laws, ordinances (e.g., without limitation, zoning ordinances), requirements, orders, directives, rules and regulations of the federal, state, and county governments and of all other governmental authorities (collectively the "Laws") affecting Tenant's Use of the Leased Premises.

(b) Tenant shall have the right to contest by appropriate legal proceedings, in the name of Tenant or Landlord (as legally required), or both (if legally required), without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (a) of this Section 10 and if compliance therewith may be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith legally relative to Landlord until the final determination of such proceeding.

(c) Landlord agrees to execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit Tenant so to contest the validity or application of any such law, ordinance, order, directive, rule, regulation or requirement and to fully cooperate with Tenant in such contest.

11. **Assignment and Subletting**. Tenant may not sublease the whole or part of the Leased Premises without the prior written approval of Landlord which shall not be unreasonably withheld. Tenant may not sell, transfer, or assign this Lease or any interest of Tenant hereunder to any person or entity without the prior written approval of Landlord which shall not be unreasonably withheld; provided that, Tenant may freely sell, transfer, assign, mortgage or otherwise encumber this Lease or any interest of Tenant hereunder to an affiliated entity without any prior approval from Landlord. As used herein, "affiliated entity" shall mean any entity in which Tenant holds, directly or indirectly, fifty percent (50%) or more of the ownership or membership interest. Upon any assignment of this Lease or subletting of all or any part of the Lease Premises, Tenant (and any assignee of Tenant) shall remain responsible for the obligations of Tenant under this Lease.

12. **Indemnity**. Tenant shall indemnify and save Landlord harmless from and against any and all liability, damages, penalties or judgments (including court costs and attorney's fees) arising from injury to person or damage to property sustained by anyone in and about the Leased Premises to the extent such injury or damage results directly from (i) Tenant's breach of Section 19 of this Lease, and/or (ii) any grossly negligent or wrongful act or omission of Tenant or Tenant's agents, servants, employees or contractors. Tenant shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter or claim, except as may result from the negligence or intentional acts of Landlord; provided that, Tenant shall not fail or refuse to defend based solely upon an allegation accusing Landlord of acting negligently or intentionally.

13. **Insurance**.

(a) Tenant shall obtain and maintain throughout the Term, at its own cost and expense, a commercial general liability insurance policy naming Landlord as an additional insured in the minimum amount of One Million Dollars ($1,000,000) per occurrence, covering any and all claims for property damage and bodily injury, including death, which may occurupon the Leased Premises, whether caused by Tenant or by anyone directly or indirectly employed or licensed by Tenant or acting under Tenant's authority or orders. Further, this insurance policy shall be written with an insurance company reasonably satisfactory to Landlord.

(b) Prior to inception of the Term, and prior to entering upon the Leased Premises, Tenant shall deliver to Landlord a certificate of insurance which satisfies the conditions of sub-paragraph (a) of this Section 13, and which certifies that such insurance is in full force and effect.

(c) At least thirty (30) days prior to the expiration of the above insurance policy, Tenant shall furnish a binder to Landlord renewing such policy. The policy and/or binder shall provide for at least thirty (30) days' prior written notice to Landlord of any material change in coverage or cancellation thereof. Tenant shall promptly deliver to Landlord a certificate from the insurance carrier evidencing the renewal of the policy and payment of the premium.

(d) Landlord may at any time receive and inspect the above insurance policy.

14. **Waiver of Subrogation**. Each party shall exercise commercially reasonable efforts to cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

15. **Eminent Domain**. As used herein, the term "Taking" shall mean and refer to the event of vesting of title in a competent authority vested with the power of eminent domain or condemnation pursuant to any action or proceeding brought by such authority in exercise of such power, including a voluntary sale to such authority, either under threat of, or in lieu of, condemnation or while a condemnation action or proceeding is pending. If, at any time during the Term, there shall be a Taking of all or any substantial portion of the Leased Premises, Tenant in Tenant's sole and unlimited discretion may elect to terminate this Lease, and thereafter Tenant shall surrender the remaining portion of the Leased Premises, if any, to Landlord as of such date, provided that such release and surrender shall in no way prejudice or interfere with Tenant's right to an award for its loss or damage. In the event of a Taking which does not result in Tenant terminating this Lease, the Term shall not be reduced or affected in any way, but the Rent payable hereunder shall be reduced in proportion to the area of the Leased Premises subject to the Taking. The award for any Taking shall be allocated between Landlord and Tenant based on their respective interests in the Leased Premises.

16. **Quiet Enjoyment; Tenant's Title Insurance; Landlord's Inspection**.

(a) Tenant, upon paying the rent and additional rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Leased Premises during the Term without any disturbance from anyone claiming by or through Landlord, except to the extent such disturbance is permitted hereunder or otherwise described herein.

(b) Landlord reserves the right to enter the Leased Premises at all reasonable times and under the supervision of Tenant's representatives, for the purpose of inspecting and maintaining the Leased Premises; provided that, this subparagraph (b) shall not affect Tenant's obligations hereunder.

17. **Defaults; Remedies**.

(a) Each of the following events shall be deemed an event of Tenant default ("Tenant Default") under this Lease: (i) failure by Tenant to pay Rent, or any portion thereof, for a period of fifteen (15) days after Tenant's receipt of written notice of default from Landlord; or (ii) substantial material default by Tenant in the performance of any other term, covenant or condition of this Lease, where such substantial material default continues for thirty (30) days after written notice of such default from Landlord to Tenant specifying the Tenant Default; provided, however, that Tenant shall not be deemed to be in default if Tenant has commenced and is diligently pursuing to cure such Tenant Default; or (iii) the filing of any petition by or against Tenant to declare Tenant bankrupt or insolvent, or to delay, reduce or modify Tenant's debts or obligations; or (iv) the declaration of Tenant as insolvent by the order of a court having competition jurisdiction over matters of insolvency; or (v) any assignment of Tenant's property for the benefit of creditors; or (vi) the involuntary assignment or attachment of or levy on Tenant's interests which is not dismissed, bonded against or otherwise released within thirty (30) days.

(b) Any sum required to be paid by Tenant hereunder which Tenant does not pay within thirty (30) days after its due date shall bear interest in favor of Landlord from the due date at the rate of five percent (5%) per annum cumulative (or at such lesser rate as shall constitute the maximum lawful rate permitted in the State of Tennessee) from time to time until paid.

(c) No payment by Tenant's or acceptance by Landlord, of a lesser amount of any sum required to be paid by Tenant hereunder shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check that such lesser amount shall constitute payment in full, shall be given no effect and Landlord may accept such payment without prejudice to any other rights or remedies which Landlord may have against Tenant. Any payment, however designated, may be accepted by Landlord and applied against any part of Tenant's then existing and then due payment obligations.

(d) Upon the occurrence of any Tenant Default, Landlord shall have the option to waive the Tenant Default or pursue any one or more of the following remedies: (i) Landlord may, by written notice to Tenant, terminate this Lease and accelerate any payments due hereunder, or (ii) re-enter and resume possession of the Leased Premises and may at its option relet the same as agent of Tenant but in the name of Landlord and receive Rent therefor, applying

the same, first, to the payment of expenses to which it may be put in re-entering and reletting and then to the payment of Rent, paying the remainder, if any, over to Tenant, who shall be liable for any deficiency, the execution of a new lease for the Leased Premises being permitted without terminating Tenant's liability or obligation hereunder, such liability to survive. The foregoing rights of Landlord are in addition to and not in exhaustion of such rights that Landlord shall have or causes of action that may accrue to Landlord because of Tenant's failure to fulfill, perform or observe the obligations, agreements or covenants of this Lease, and the exercise or pursuit by Landlord of any of the rights or causes of action accruing hereunder shall not be in exhaustion of such other rights or causes of action that Landlord might otherwise have.

(e) In the event Landlord fails to keep or shall violate any condition, stipulation or agreement herein contained on the part of Landlord to be kept and performed, Tenant, at its option, may either waive the default or pursue any one or more of the following remedies: (i) terminate this Lease, and/or (ii) pursue any remedies available to Tenant under this Lease or at law or in equity, including without limitation, specific performance. The failure of Tenant to insist upon strict performance of any of the terms of this Lease shall not be deemed to be a waiver of any rights or remedies that Tenant may have, and shall not be deemed a waiver of any subsequent breach or default in the terms herein contained except as may be expressly waived in writing.

(f) Notwithstanding any other provision of this Agreement, at any time following receipt of written notice of Tenant's Default from Landlord pursuant to Section 17(a) hereof, Tenant may at any time within ninety (90) days following receipt of such notice exercise the Option pursuant to Section 5 hereof.

18. **Waivers.** No delay or failure by either party to exercise any right under this Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein. No waiver of the provisions of this Lease shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

19. **Environmental Compliance.** Tenant shall comply in all material respects with all environmental statutes, regulations, ordinances, and other requirements of any government, whether federal, state or local, as amended from time to time, relating to the Leased Premises and the use thereof or any part thereof, including without limitation, 42 U.S.C. Section 9601 *et seq.*; 42 U.S.C. Section 6901 *et seq.*; 33 U.S.C. Section 1251 *et seq.*; T.C.A. Section 68-212-201 *et seq.*; T.C.A. Section 68-212-101 *et seq.*; T.C.A. Section 68-215-201 *et seq.*; T.C.A. Section 69-3-101 *et seq.*; and all other applicable federal, state and local environmental statutes and regulations (the "Applicable Environmental Statutes and Regulations"). Tenant shall also comply in all material respects with all environmental restrictive covenants and any other environmental restrictions of record; and shall meet and comply in all material respects with all environmental requirements of federal and state common law ("Applicable Environmental

Common Law"). Applicable Environmental Statues and Regulations and Applicable Environmental Common Law are hereinafter collectively referred to as "Applicable Environmental Laws". Tenant covenants that all reporting requirements under all Applicable Environmental Laws arising from and relating to the period of Tenant's possession of Leased Premises during the Term shall be materially complied with, and that all spills by Tenant or its agents on the Leased Premises shall be cleaned and removed in a manner in compliance with all Applicable Environmental Laws. The foregoing sentence shall survive the expiration or earlier termination of this Lease.

20. **Force Majeure.** If either party shall be unable for reasons beyond the reasonable control of the party to carry out any of its obligations under this Lease, such circumstances shall constitute a "Force Majeure" event. Examples of Force Majeure events include, but are not limited to, an act of God, action or failure to act by governmental or judicial authority, war, blockade, insurrection, riot, fire, explosion, extraordinary equipment or machinery breakdown, flood, nuclear emergency, landslide, earthquake, or similar cataclysmic occurrence. Upon the occurrence of a Force Majeure event, this Lease shall remain in effect but the affected party's obligations shall be suspended for a period equal to the disabling circumstances. In addition:

(a) the non-performing party shall give the other party prompt notice describing the particulars of the Force Majeure event including, but not limited to, the nature of the occurrence and its expected duration; and

(b) no obligations of either party that arose before the Force Majeure event causing the suspension of performance are excused as a result of the Force Majeure event.

Economic hardship, commercial impracticability and any obligations to make payments will not constitute Force Majeure events.

21. **Notices.** Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given if given in writing (i) on the date tendered by personal delivery; (ii) on the date received by electronic mail or other electronic means; (iii) one (1) day after the date tendered for delivery by nationally recognized overnight courier; or (iv) three (3) days after the date tendered for delivery by United States mail with postage prepaid thereon, certified or registered mail, return receipt requested, and in any event addressed as follows:

To Landlord:

Mr. & Mrs. Reginal W. Crawford
220 Reid Hooker Road
Eads, TN 38028

Telephone: _____
Email: _____

To Tenant:

Timothy Hill Children's Ranch, Inc.
298 Middle Road
Riverhead, NY 11901
Telephone: (631) 369-1234
Email: thill@timothyhillranch.org

With a copy to (which shall not constitute notice);

Farris Bobango
Attn.: Stephen L. Anderson
999 S. Shady Grove Road, Suite 500
Memphis, TN 38120
Telephone: (901) 259-7100
Email: sanderson@farris-law.com

Either party shall have the right to designate a new address for the receipt of said notices by written notice given as aforesaid.

22. **Governing Law**. This Lease shall be governed by and construed in accordance with the law of the State of Tennessee.

23. **Partial Invalidity**. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected hereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

24. **Interpretation; Section Headings**. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not control the interpretation hereof. The term "Landlord" whenever used herein shall mean only the owner at the time of Landlord's interest herein, and upon any sale or assignment of the interest of Landlord, its successors-in-interest, successors-in-title and/or assigns shall, during the term of its ownership of its estate herein, be deemed to be Landlord.

25. **Entire Agreement; Modification**. It is expressly agreed by Landlord and Tenant, as a material consideration for the execution of this Lease, that (i) this Lease, including written extrinsic documents referred to herein, constitutes the entire agreement between the parties with respect to the subject matter hereof which supersedes all oral statements, prior representations, documents, agreements and statements transmitted between the parties; (ii) there are, and have been, no verbal or written representations, understandings, stipulations, agreements or promises pertaining to this Lease or to the expressly referenced, written extrinsic documents which are not incorporated herein; and (iii) this Lease may not be modified except by an instrument in writing signed by both Landlord and Tenant.

26. **Time is of the Essence**. Except as expressly provided otherwise herein, time is of the essence with respect to the performance of the terms and provisions of this Lease.

27. **Counterparts; E-Mail Signatures**. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The undersigned further agree that this Lease may be transmitted between them by e-mail signatures, and the parties further intend that e-mailed signatures constitute original signatures and that an e-mailed Lease (whether one or more counterparts) containing the originals (original or e-mailed) of all the parties is binding on the parties. If the parties exchange e-mail signatures, then the parties agree to exchange the original signatures as soon thereafter as is reasonably practical.

28. **Holding Over**. If Tenant continues its Use and possession of the Leased Premises after the expiration or earlier termination hereof, a month-to-month tenancy shall be created terminable at will by either party upon one (1) month's prior written notice to the other party and shall be on the same terms and conditions as those herein specified including, without limitation, Rent and the Options.

29. **Transfer of Landlord's Interest**. Subject to the Option, Landlord shall be entitled to assign, sublet, sell, convey or otherwise transfer its interest in the Leased Premises or in this Lease provided the transferee expressly assumes in writing the obligations of Landlord hereunder except for accrued liabilities of Landlord as of the date of such transfer. Landlord shall be relieved of its liabilities hereunder following such transfer, excluding accrued liabilities as of the date of such transfer. In the event of a transfer of Landlord's interest in compliance with the terms of this Section 29, Tenant agrees to attorn and look to the assignee or transferee as Landlord hereunder in the place and stead of Landlord, provided Tenant has first received a fully executed written instrument of transfer complying with the provisions of this Section 29.

30. **No Partnership**. Nothing contained in this Lease shall be construed to make Landlord and Tenant partners or joint venturers or to render either party liable for the debts or the obligations of the other.

31. **No Third Party Beneficiaries**. The agreements included herein, and otherwise made between the parties hereto as part of this transaction, are for the exclusive benefit of Landlord and Tenant and there shall be no third party beneficiary of any of the provisions of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed effective as of the Effective Date.

LANDLORD:

Reginal W. Crawford

Susan S. Crawford

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, Adam Douglas, a notary public within and for said state and county, at Cordova, Tennessee, duly commissioned and qualified, personally appeared Reginal W. Crawford and Susan S. Crawford, husband and wife, to me known to be the persons described herein, or proved to me on the basis of satisfactory evidence, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes therein contained.

WITNESS my hand and seal of office at Cordova, Tennessee, this 6th day of ~~July~~ August, 2016.

Notary Public

[AFFIX NOTARIAL SEAL]

ADAM DOUGLAS
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. JUNE 22, 2020

My commission expires: June 22, 2020

TENANT:

Timothy Hill Children's Ranch, Inc.
A New York not for profit corporation

Thaddaeus Hill, Executive Director

STATE OF NEW YORK
COUNTY OF SUFFOLK

Before me, Frances Ann Marascia, a Notary Public in and for the State and County aforesaid, personally appeared Thaddaeus Hill, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Executive Director of Timothy Hill Children's Ranch, Inc., a New York not for profit corporation and that he as such Executive Director, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Executive Director.

WITNESS my hand and seal of office, on this 1 day of August, 2016.

Frances Ann Marascia
Notary Public

[AFFIX NOTARIAL SEAL]

FRANCES ANN MARASCIA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA6344824
Qualified in SUFFOLK County
Commision Expires July 11, 2020

My commission expires: 07/11/2020

Exhibit A – Description of Real Estate

Description of a 270.40 acre tract belonging to Reginal and Susan Crawford as recorded in Bk. 110, Pg. 2751 in the Fayette County Registers Office and more particularly described as follows:

Beginning at the Southwest corner of the William Plyler 296 acre tract recorded in Bk. 271, Pg. 861 thence N 89°16'25"E along the Plyler South line a distance of 4795.27' to a point being the Plyler Southeast corner; thence S 0°45'10"E a distance of 1410.75' to a point; thence S 89°16'25"W a distance of 816.75' to a point; thence S 0°43'35"E a distance of 1683.00' to a point; thence S 89°59'13"W a distance of 2719.20' to a point; thence N 0°00'47"W a distance of 1258.56' to a point; thence S 89°59'13"W a distance of 1296.97' to a point; thence N 1°18'05"E a distance of 403.50' to a point; thence N 0°33'32"W a distance of 381.00' to a point; thence N 0°24'15"W a distance of 1001.06' to the point of beginning containing 270.40 acres more or less.

TIMOTHY E. McCASKILL
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
COMMERCE
TENNESSEE NO. 1697
11/8/17

DESCRIPTION OF A
270.40 ACRE TRACT
REGINAL AND SUSAN CRAWFORD
890 PULLIAM ROAD
TAX PARCEL 147 010.00
FAYETTE COUNTY, TENNESSEE
NOVEMBER, 2017

October 23, 2008 11:05:46 a.m.
Drawing: NEW8.0311.DWG

McCaskill & Associates, Inc.
Land Surveying Civil Design Mapping

7891 Stage Hills Blvd., Suite 112
Bartlett, Tennessee 38133
E-Mail address: tim@mccaskillinc.com
(901) 382-2577 FAX (901)385-1813

Exhibit C – Foregoing Easements and Encumbrances ("Permitted Exceptions")

Following is a copy of the original Title Deed for the property, including a list of easements and encumbrances on Page 2

This Instrument Prepared By:
Wendy Geurin Smith
Attorney at Law
6000 Poplar Ave., Ste. 250
Memphis, TN 38119

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 12th day of May, 2011, by and between BankTennessee, party of the first part, and Reginal W. Crawford and wife Susan S. Crawford, as tenants by the entirety with a right of survivorship, party of the second part.

WITNESSETH: That for the consideration hereinafter expressed the said party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirm unto the said party of the second part the following described real estate, situated and being in Fayette County, Tennessee:

Property situated in Fayette County, Tennessee, being more particularly described as follows:

TRACT NO. 1: Beginning at a stake in Chamber's east boundary line, Raleigh Grandberry's northwest corner and runs thence north 73 poles to chambers northeast corner; thence west 72 – ½ poles to a stake; then north 107 poles to a stake, southeast corner of Lot No. 7; thence East with Lot No. 7 and passing the same at 106 poles in all 196 to a stake in the filed; thence south 187 ½ poles to a stake in Raleigh Grandberry's north boundary line; thence west with Grandberrry's north boundary line 90 poles to the beginning and containining 149.5 acres. It being Lot No. 9 in subdivision of the lands belonging to the estate of Mrs. A. H. Gillespie, deceased.

TRACT NO. 2: Beginning at a stake, Raleigh Grandberry's northeast corner, McFadden's west boundary line and runs thence north 102 poles to said McFadden's northwest corner, thence East 49 – ½ poles to a stake, T.H. Bobbitt's southwest corner; thence north with Bobbitt's west boundary line North 85 – ½ poles to a stake, the southeast corner of Lot No. 8; thence west with south boundary line of said lot 130 poles to a stake, the northeast corner of Lot No. 9; thence south with east boundary line of said lot 130 poles to a stake, the northeast corner of Lot No. 9; thence south with east boundary line said Lot No. 9 178 ½ poles (The common boundary of Tract No. 1 hereinabove shows this call to be 187 ½ poles) to the southeast corner of said lot which is on Raleigh Grandberry's north boundary line; thence east with Grandberry's north boundary line 80 poles to the beginning and containing 114.45 acres.

This being the same property out of what has been designated in the Fayette County Tax Assessor's office as Parcel No. 10.00 on Tax Map 147.
BEING the same property conveyed to BankTennessee by Special Warranty Deed in Lieu of Foreclosure of Record at Instrument Number 11002496 in Register's Office of Fayette County, Tennessee.

The Real Property or its address is commonly known as **890 Pulliam, Williston, TN**. The address is not a part of the legal description and, in the event of a discrepancy, the legal description herein shall control.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, Reginal W. Crawford and wife Susan S. Crawford, as tenants by the entirety with a right of survivorship, heirs and assigns in fee simple forever.

And the said party of the first part does hereby covenant with the said party of the second part, Reginal W. Crawford and wife Susan S. Crawford, as tenants by the entirety with a right of survivorship, that it is/are lawfully seized in fee of the aforedescribed real estate; that it has/have a right to sell and convey the same; that the same in unencumbered, except for:

Easements, liens, restrictions of record, deed restrictions of record in the Register's Office of Fayette County, Tennessee; any unpaid 2011 Fayette County, Tennessee real estate taxes or assessments not yet due and owing.

And that it has title and quiet possession thereto of the aforedescribed real property and will warrant and forever defend against the lawful claims of all persons claiming by, through or under it but not further or otherwise.

THE CONSIDERATION for this conveyance is as follows: Ten ($10.00) Dollars cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged.

The word "party" as used herein shall mean "parties" as if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the said party of the first part the day and year first above written.

BANKTENNESSEE, A Tennessee Corporation.

By: Chris R Zuercher
Chris R. Zuercher
Its: Special Assets – Sr. VP

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, duly commissioned and qualified, Chris R. Zuercher, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged him/herself to be the Special Assets – Sr. VP of BankTennessee, the within named bargainor, a Tennessee corporation, and that he/she executed the foregoing instrument for the purposes therein contained by signing the name of BankTennessee, by him/herself as such Special Assets – Sr. VP.

WITNESS my hand and seal, this 12th day of May, 2011.

Notary Public

My commission expires:

Mar. 28, 2015

STATE OF TENNESSEE
COUNTY OF SHELBY

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $900,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 12th day of May, 2011.

Notary Public

My commission expires:

Property Address: 890 Pulliam, Williston, Tennessee

Mail Tax Notices to: Engineered Medical Systems, Attn: Reggie Crawford, 3325 Appling Road, Bartlett, TN 38133

Name and Address of Property Owner: Reginal and Susan Crawford, 890 Pulliam Road, Williston, TN 38076-3528

This Instrument Prepared By: Wendy Geurin Smith, Esq.

Return to: David F. Leake, Esq., The Winchester Law Firm, 6060 Poplar Avenue, Suite 295, Memphis, TN 38119

Tax Parcel Number: 11-147-010.00

FAYETTE COUNTY
TRANSFER
MAY 13 2011
MARK WARD
ASSESSOR OF PROPERTY
BY

11002751

3 PGS : AL - WARRANTY DEED	
ED BATCH: 52466	05/13/2011 - 01:40 PM
VALUE	900000.00
MORTGAGE TAX	0.00
TRANSFER TAX	3330.00
RECORDING FEE	15.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	3348.00

STATE OF TENNESSEE, FAYETTE COUNTY
EDWARD PATTAT

Appendix 2 – Details of Land Swap to Create Second Means of Egress

February 8, 2018

Mr. John Pitner
Fayette County Office of Planning and Development
16265 Hwy 64
Somerville, TN 38068

Re: Timothy Hill Special Activity Re-Zoning Application

Mr. Pitner:

Per the requirements of the Re-zoning Application I will be providing a secondary means of access between the site and Good Springs Loop as indicated on Attachment 'A' on the "Land Swap Agreement" included in the Application. Also, I have full authority and power to accomplish the two contingencies; Items 3 a) 1 & 3 a) 2 as stated in the "Land Swap Agreement".

Respectfully,

R Crawford

Reginal Crawford, P.E.
rcrawford@engmedsys.net
901.301.4434

LAND SWAP AGREEMENT

This Land Swap Agreement (this "Agreement") is entered into as of the 5 day of Dec 2015 by and between **REGINAL W. CRAWFORD** and wife, **SUSAN S. CRAWFORD**, whose mailing address is 220 Reid Hooker North, Eads, TN 38028 (hereinafter collectively referred to as "Crawford"), and **DONALD E. BLACKBURN** and wife **PATRICE BLACKBURN**, whose mailing address is 2655 Good Springs Loop, Williston, TN (hereinafter collectively referred to as "Blackburn").

WITNESSETH

WHEREAS, the parties hereto desire to effectuate the land swap as described hereinafter for the purpose of providing a second ingress and egress to the Crawford Property from Good Springs Loop Road, Fayette County, Tennessee; and

WHEREAS, Crawford has agreed to incur the costs associated with the said land swap.

NOW THEREFORE in consideration of the premises and other good and valuable considerations the adequacy of which and the receipt of which the parties hereto do hereby acknowledge, the parties agree as follows:

1. TRANSACTION. Subject to the terms and conditions of this Agreement, at the Closing, as hereinafter defined:

a. Crawford agrees to convey to Blackburn a three hundred (300) foot wide strip of land on the South end of tax parcel #147-010-00, beginning eighty (~~80~~) 75 feet from the western property line of said tax parcel and extending to the eastern property line, being a part of tax parcel #147-010-00 identified as "**Parcel A**" in the plat attached hereto as **Exhibit "A"** and made a part hereof (the "Crawford Property"), the Crawford Property being a portion of the land described in a warranty deed to Crawford dated May 12, 2011, and recorded in the Fayette County Register's Office in Book 110, Page 02751; and

b. Blackburn agrees to convey to Crawford an eighty (~~80~~) 25 foot wide strip of land on the west end of tax parcel #148-012-00, identified as "**Parcel B**" in the plat attached hereto as **Exhibit "A"** and made a part hereof (the "Blackburn Property"), the Blackburn Property being a portion of the land described in a warranty deed to Blackburn dated January 1, 1984 and recorded in the Fayette County Register's Office in Book 261, Page 758.

c. The Crawford Property and Blackburn Property may be referred to herein collectively as the "Properties." For the purpose of this Agreement, the Crawford Property and Blackburn Property are each of equal value and, therefore, no cash consideration shall pass between the parties at the Closing (other than any adjustment for real estate tax pro rations).

2. DEEDS. The Properties shall be conveyed by good and sufficient Quit Claim deeds in accordance with Tennessee law, which deeds shall convey good and clear record and marketable title thereto in accordance with the Tennessee Title Standards, free from all liens and

encumbrances. The said Quit Claim Deeds shall describe both **Parcels A and B** by using survey descriptions obtained by Crawford at Crawford's sole expense.

3. CONTINGENCIES / CLOSING DATE.

a) The parties' obligations hereunder are specifically contingent upon:

1. Crawford's receipt of certified surveys of **Parcels A and B** from a Tennessee licensed surveyor; and

2. Crawford's receipt of a road design for Parcel B, which meets the road design requirements for Fayette County, TN.

b) The deeds are to be delivered and the consideration paid within **ten (10) business** days following the notice from Crawford to Blackburn that the aforesaid contingencies have been satisfied. The Closing attorney for these transactions shall be David F. Leake, Esq. of The Winchester Law Firm, PLLC, whose address is 6060 Poplar Avenue, Suite 295, Memphis, Tennessee 38119, phone number (901) 685-9222.

4. CLOSING DOCUMENTS. At the Closing, and in addition to any other documents referred to in this Agreement to be delivered at the Closing, the parties shall execute, acknowledge as necessary and deliver the following documents and such other documents as may reasonably be required to complete the transaction contemplated herein:

a. Transfer Documents. Crawford and Blackburn shall each execute, acknowledge and deliver a quitclaim deed to each other as to their respective **Parcels A and B** to be conveyed hereunder;

b. Title Affidavits. The Crawford and Blackburn shall deliver such customary certificates, affidavits or indemnity agreements as the title insurance company issuing the title insurance policies, if any, to the Crawford and Blackburn on the Properties shall require in order to issue such policies and to omit therefrom all exceptions for unfiled mechanic's, materialmen's or similar liens and for parties in possession; and

c. Other Customary Documents. Such other documents as are customarily delivered by sellers and buyers in the conveyance of real property in Tennessee.

5. POSSESSION AND CONDITION OF PROPERTIES. Full possession of the Properties free of all tenants and occupants is to be delivered at the Closing.

6. EXTENSION TO PERFECT TITLE OR MAKE PROPERTIES CONFORM. If either party hereto shall be unable to give title or to make conveyance, or to deliver possession of its respective Property, all as herein stipulated, or, if at the time of the Closing, the Crawford Property or Blackburn Property do not conform to the requirements of this Agreement, then the Crawford or Blackburn, as the case may be, shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make their respective Property conform to

the requirements hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of up to sixty (60) days.

7. FAILURE TO PERFECT TITLE OR MAKE PROPERTIES CONFORM. If at the expiration of such extended time the Crawford or Blackburn, as the case may be, shall have failed so to remove any defects in title, deliver possession, or make their respective Property conform, as the case may be, all as herein agreed, then all obligations of all parties hereto shall cease and this Agreement shall be void without recourse of the parties hereto.

8. PARTY'S ELECTION TO ACCEPT TITLE AND CONDITION. Each party hereto shall have the right to elect, at either the original or such extended time for performance, to accept such title to the Property in its then condition as the other party hereto can deliver and to pay therefor the same consideration as provided herein without deduction, in which case the parties shall close and shall convey such title or deliver the Properties in such condition.

9. ACCEPTANCE OF DEEDS. The acceptance of the deeds by the parties shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed or to survive the Closing.

10. PENDING CLOSING. Until Closing, risk or loss or damage to Properties shall remain on the respective owner of the Properties.

11. ADJUSTMENTS. Real estate taxes for the Properties for the then current municipal tax year shall be apportioned as of the Closing, and the net amount due to either the Crawford or Blackburn shall be paid in cash or cash equivalent at the Closing. Real estate transfer taxes due on the sale will be paid by the parties in accordance with Tennessee law.

12. BROKERAGE. Crawford and Blackburn each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to this transaction by either of them, and the parties agree to indemnify and hold the other harmless from any claim by any broker or agent claiming compensation in respect of this transaction, alleging an agreement with either of the parties. This agreement to indemnify and hold harmless shall survive the Closing or termination of this Agreement.

13. CONDITION OF PROPERTIES. Except as expressly set forth in this Agreement, the Crawford Property and Blackburn Property shall be conveyed AS IS, WHERE IS, with no representations or warranties of any kind or nature whatsoever, including any warranty of fitness for a particular purpose of warranty of habitability, and except at to warranty of title.

14. MISCELLANEOUS.

a. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

b. Any notice relating in any way to this Agreement shall be in writing and shall be sent by (a) registered or certified mail, return receipt requested, (b) overnight delivery by a nationally recognized courier, or (c) hand delivery obtaining a receipt therefor, addressed to the parties as stated in Section 1 of this Agreement, and such notice shall be deemed delivered when so posted in the case of notice by certified mail, the next business day in the case of notice by overnight courier and the business day when delivered in the case of notice by hand delivery. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

c. All paragraph headings in this Agreement are for convenience of reference only and are of no independent legal significance.

d. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

e. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely express their entire agreement.

f. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. This Agreement may be transmitted between the parties by facsimile machine and signatures appearing on faxed instruments shall be treated as original signatures. Both a faxed Agreement containing either original or faxed signatures of all parties, and multiple counterparts of the same Agreement each containing separate original or faxed signatures of the parties, shall be binding on them.

g. It is expressly understood and agreed that time is of the essence in respect of this Agreement.

h. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

i. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. In lieu of the original documents, a facsimile transmission, email transmission, or copy of the original documents shall be as effective and enforceable as the original.

j. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Tennessee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

K REGINAL AGREES TO HELP MOVE THE FENCE.

CRAWFORD:

Reginal W. Crawford

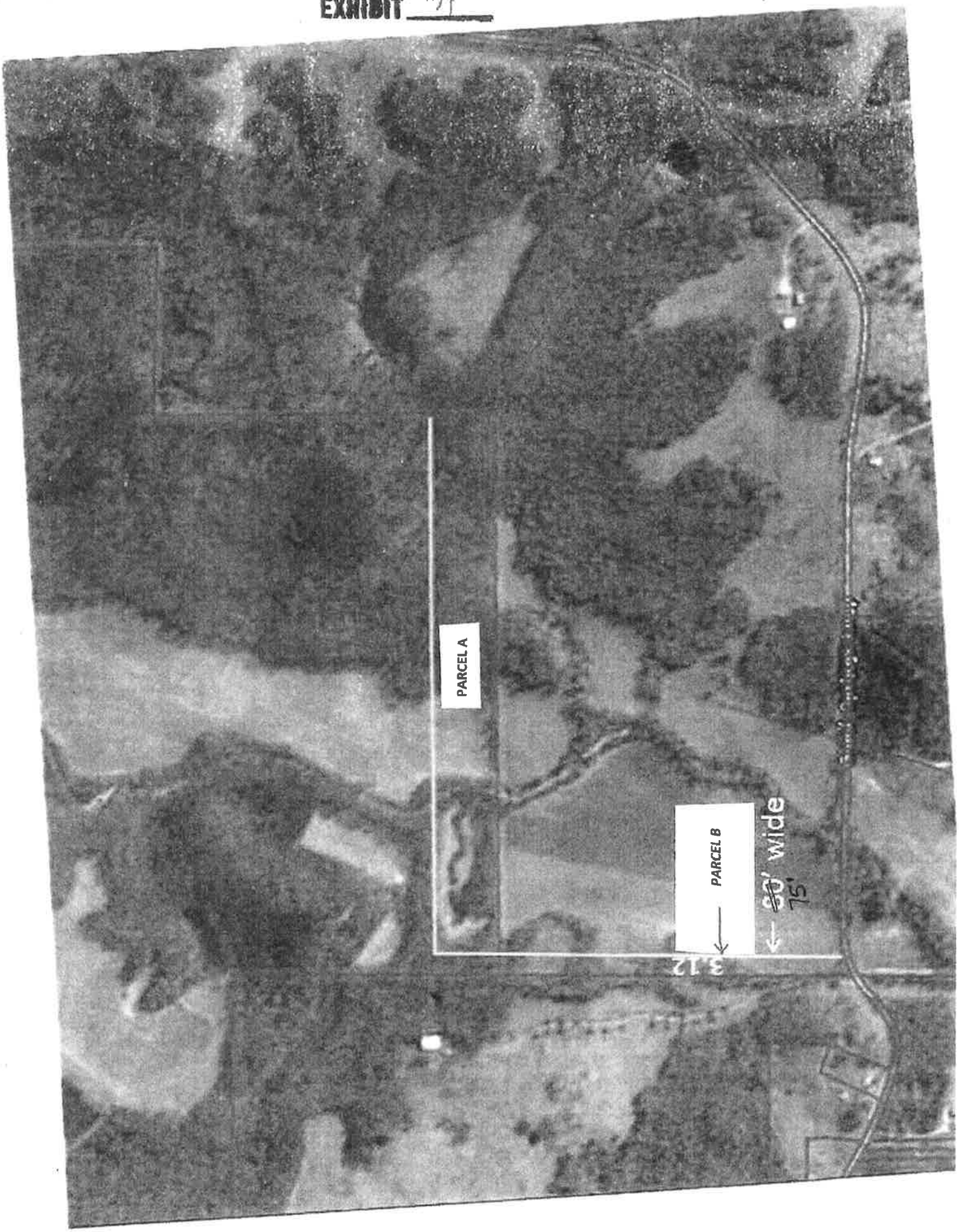
Susan S. Crawford

BLACKBURN:

Donald E. Blackburn

Patrice Blackburn

EXHIBIT "A"



AGREEMENT

Reginal & Susan Crawford are in agreement with Donald & Patrice Blackburn to modify the Land Swap Agreement dated December 5, 2015 to match the width required at Good Springs Loop entrance as indicated on the attached drawing. Furthermore we agree to stay within the original square footage amount and the boundary line will be determined and adjusted after road design and survey.

R Crawford 8/15/17

Reggie Crawford Date

Donald Blackburn 8-15-17

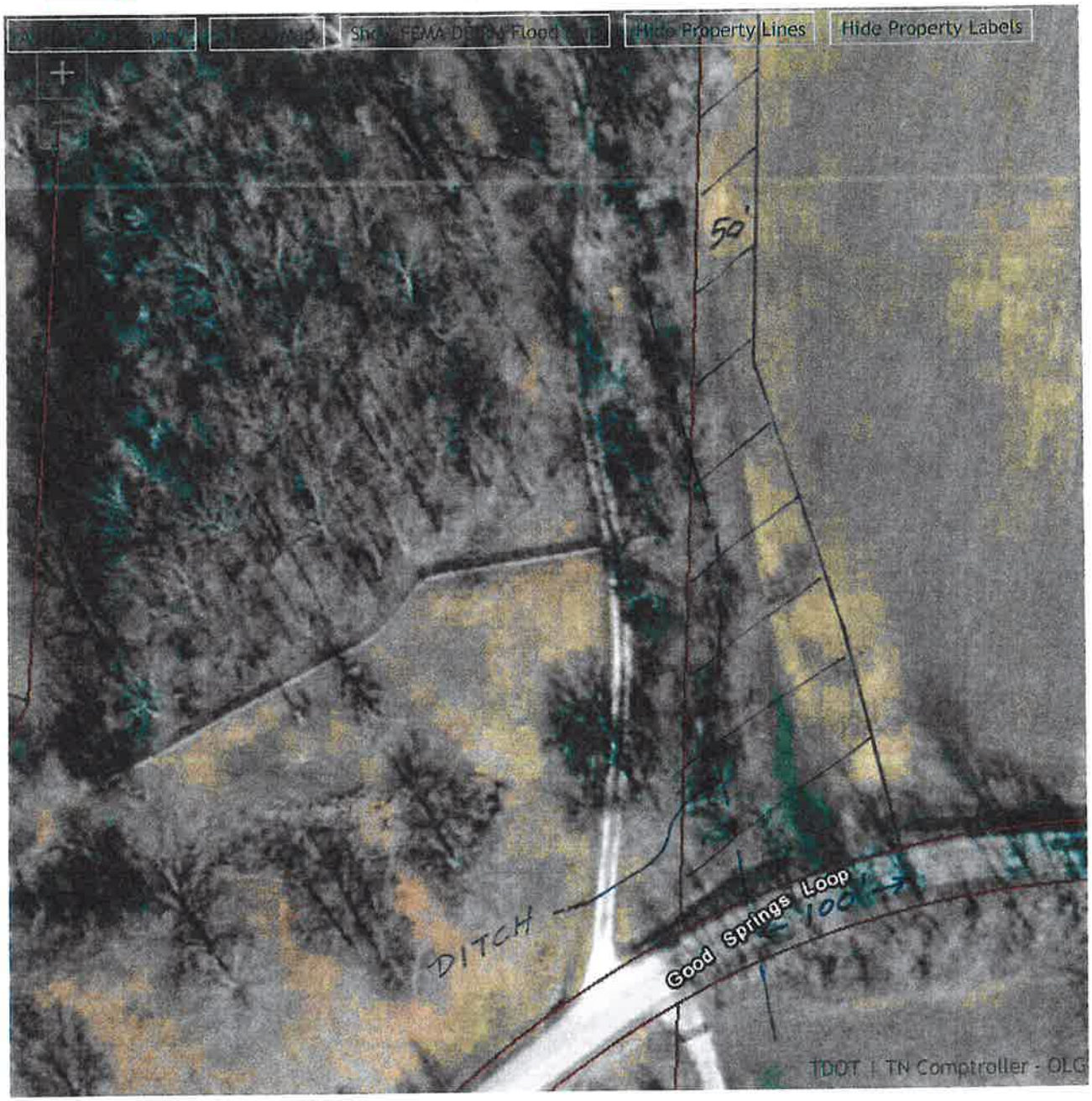
Donald Blackburn Date

Susan J. Crawford 8/15/17

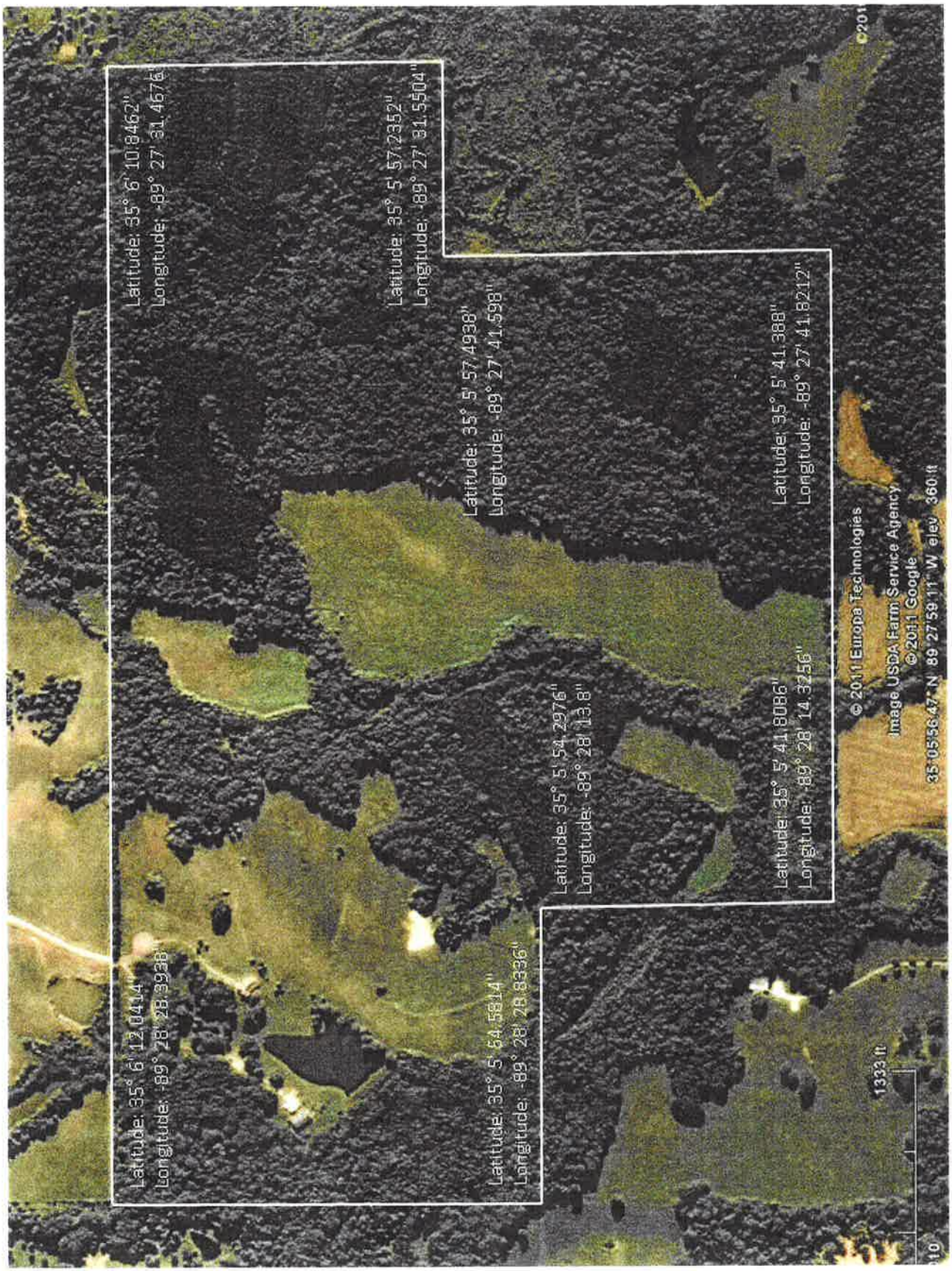
Susan Crawford Date

Patrice Blackburn 8-15-17

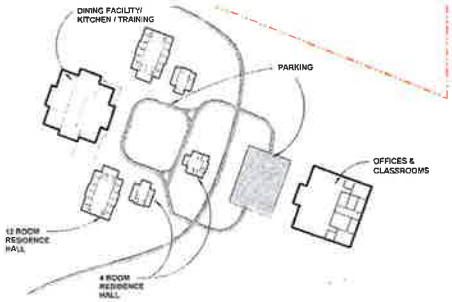
Patrice Blackburn Date


Hide Property Lines
Hide Property Labels
50'
DITCH
Good Springs Loop
TDOT | TN Comptroller - OLG

Appendix 3 – Land Survey of 890 Pulliam Rd



Appendix 4 – Proposed Master Plan for 890 Pulliam Rd



SITE PLAN - Residence Complex

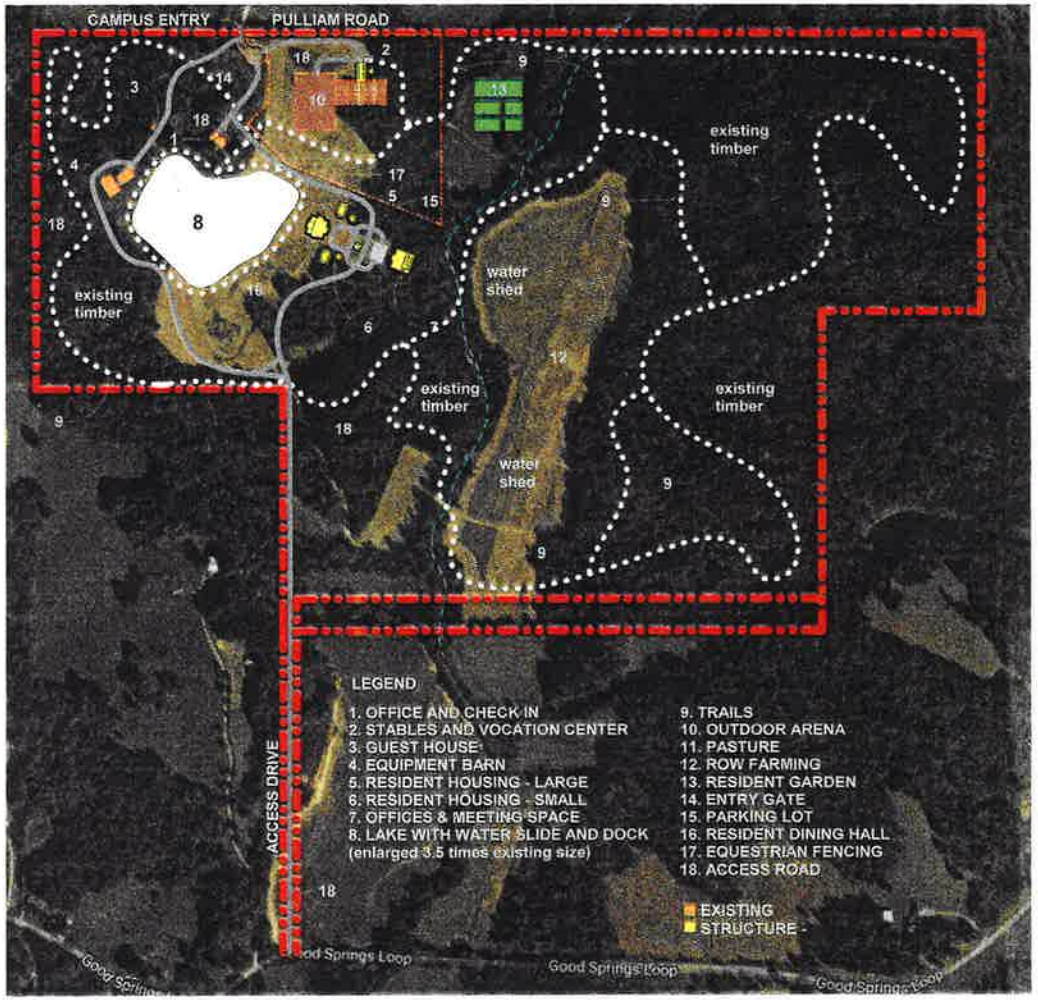
1" = 100'-0"

SITE PLAN - Main Office Director Residence

1" = 100'-0"

SITE PLAN - Stables

1" = 100'-0"



SITE PLAN

1" = 300'-0"

MASTER PLAN

01/15/2017

PROPOSED TIMOTHY HILL RANCH OF FAYETTE COUNTY

Renaissance Group
architecture ▪ engineering ▪ planning ▪ interiors
9700 Village Circle, Suite 100, Lakeland, TN 38002 (p) 901.332.5533 www.rgroup.biz

Fayette County Fire Department

Richard Hartfield, Fire Chief

Date: 12/1/2018

To: John Pitner

From: Richard Hartfield

Re: Fayette County Requirements for Access Roads

John,

Fayette County Fire Department is the Authority Having Jurisdiction (AHJ) on any fire department issues regarding access roads, water supply, and run order. The request for a change in zoning by the Timothy Hill Ranch at 890 Pulliam Rd. poses the need to address guidelines that must be adhered to before the Fayette County Fire Department, the AHJ, will sign off. The distances, of a 4-Station response, are stated below off of MapQuest. This could pose a response time problem to a remote area as such.

Station #11- 6.5 Miles/ 13 minutes (Volunteer dept.)

Station #6- 9.5 Miles/ 17 minutes (Paid dept. w/2 firefighters)

Station #10- 13 Miles/ 21 minutes (Volunteer dept.)

Station #3- 14 Miles/ 22 minutes (Paid dept. w/2 firefighters)

Fayette County Fire Dept. apparatus access is the biggest issue that must be adhered to. NFPA codes on Fire Department Access and Water Supply MUST be followed. Chapter 18 of the NFPA National Fire Codes covers all requirements for access roads. A copy has been included in this letter.

Richard Hartfield- Fayette County Fire Chief

315 E. Market St., P.O. Box 1090, Somerville, Tennessee 38068
Phone: (901) 466-7130 / Fax: (901) 466-7131 / fireadmin@fayettetn.us

17.3.5.3 Roadways. Areas within 10 ft (3 m) on each side of portions of highways and private streets shall be cleared of combustible vegetation and other combustible growth. Single specimens of trees, shrubbery, or cultivated ground cover such as green grass, ivy, succulents, or similar plants used as ground covers, shall be permitted to be exempt provided that they do not form a means of readily transmitting fire.

17.3.6 Unusual Circumstances. The AHJ shall determine that difficult terrain, danger of erosion, or other unusual circumstances could require additional safeguards.

17.3.7 Fire Roads, Firebreaks, and Emergency Access.

17.3.7.1 The provisions of 17.3.7, NFPA 1141, *Standard for Fire Protection in Planned Building Groups*, and NFPA 1144 shall be used to determine the design, clearances, and provisions for emergency access (ingress and egress).

17.3.7.2 Unauthorized vehicles shall not be driven upon fire roads or firebreaks. Vehicles shall not be parked in a manner that obstructs the entrance to a fire road or firebreak.

17.3.7.3 Radio and television aerials, guy wires, and other obstructions shall not be installed or maintained on fire roads or firebreaks unless the vertical clearance is sufficient to allow the movement of fire and emergency apparatus.

17.3.7.4 Motorcycles, motor scooters, and motor vehicles shall not be operated within hazardous fire areas, except upon clearly established public or private roads.

17.3.8 Tampering with Fire Safety Equipment. See Section 10.8 for requirements on tampering with fire safety equipment.

17.3.9 Maintenance. See Section 10.4 for requirements on maintenance.

Chapter 18 Fire Department Access and Water Supply

18.1 General. Fire department access and water supplies shall comply with this chapter.

18.1.1 Plans.

18.1.1.1 Fire Apparatus Access. Plans for fire apparatus access roads shall be submitted to the fire department for review and approval prior to construction.

18.1.1.2 Fire Hydrant Systems. Plans and specifications for fire hydrant systems shall be submitted to the fire department for review and approval prior to construction.

18.2 Fire Department Access.

18.2.1 Fire department access and fire department access roads shall be provided and maintained in accordance with Section 18.2.

18.2.2* Access to Structures or Areas.

18.2.2.1 Access Box(es). The AHJ shall have the authority to require an access box(es) to be installed in an accessible location where access to or within a structure or area is difficult because of security.

18.2.2.2 Access to Gated Subdivisions or Developments. The AHJ shall have the authority to require fire department access be provided to gated subdivisions or developments through the use of an approved device or system.

18.2.2.3 Access Maintenance. The owner or occupant of a structure or area, with required fire department access as specified in 18.2.2.1 or 18.2.2.2, shall notify the AHJ when the access is modified in a manner that could prevent fire department access.

18.2.3 Fire Department Access Roads.

18.2.3.1 Required Access.

18.2.3.1.1 Approved fire department access roads shall be provided for every facility, building, or portion of a building hereafter constructed or relocated.

18.2.3.1.2 Fire department access roads shall consist of roadways, fire lanes, parking lots lanes, or a combination thereof.

18.2.3.1.3* When not more than two one- and two-family dwellings or private garages, carports, sheds, agricultural buildings, and detached buildings or structures 400 ft^2 (37 m^2) or less are present, the requirements of 18.2.3.1 through 18.2.3.2.1 shall be permitted to be modified by the AHJ.

18.2.3.1.4 When fire department access roads cannot be installed due to location on property, topography, waterways, nonnegotiable grades, or other similar conditions, the AHJ shall be authorized to require additional fire protection features.

18.2.3.2 Access to Building.

18.2.3.2.1 A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building.

18.2.3.2.1.1 Where a one- or two-family dwelling is protected with an approved automatic sprinkler system that is installed in accordance with NFPA 13D, the distance in 18.2.3.2.1 shall be permitted to be increased to 150 ft (46 m).

18.2.3.2.2 Fire department access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first story of the building is located not more than 150 ft (46 m) from fire department access roads as measured by an approved route around the exterior of the building or facility.

18.2.3.2.2.1 When buildings are protected throughout with an approved automatic sprinkler system that is installed in accordance with NFPA 13, NFPA 13D, or NFPA 13R, the distance in 18.2.3.2.2 shall be permitted to be increased to 450 ft (137 m).

18.2.3.3 Multiple Access Roads. More than one fire department access road shall be provided when it is determined by the AHJ that access by a single road could be impaired by vehicle congestion, condition of terrain, climatic conditions, or other factors that could limit access.

18.2.3.4 Specifications.

18.2.3.4.1 Dimensions.

18.2.3.4.1.1 Fire department access roads shall have an unobstructed width of not less than 20 ft (6.1 m).

18.2.3.4.1.2 Fire department access roads shall have an unobstructed vertical clearance of not less than 13 ft 6 in. (4.1 m).

18.2.3.4.1.2.1 Vertical clearance shall be permitted to be reduced, provided such reduction does not impair access by fire apparatus, and approved signs are installed and maintained indicating the established vertical clearance when approved.

18.2.3.4.1.2.2 Vertical clearances or widths shall be increased when vertical clearances or widths are not adequate to accommodate fire apparatus.

18.2.3.4.2 Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface.

18.2.3.4.3 Turning Radius.

18.2.3.4.3.1 The turning radius of a fire department access road shall be as approved by the AHJ.

18.2.3.4.3.2 Turns in fire department access roads shall maintain the minimum road width.

18.2.3.4.4 Dead Ends. Dead-end fire department access roads in excess of 150 ft (46 m) in length shall be provided with approved provisions for the fire apparatus to turn around.

18.2.3.4.5 Bridges.

18.2.3.4.5.1 When a bridge is required to be used as part of a fire department access road, it shall be constructed and maintained in accordance with nationally recognized standards.

18.2.3.4.5.2 The bridge shall be designed for a live load sufficient to carry the imposed loads of fire apparatus.

18.2.3.4.5.3 Vehicle load limits shall be posted at both entrances to bridges where required by the AHJ.

18.2.3.4.6 Grade.

18.2.3.4.6.1 The gradient for a fire department access road shall not exceed the maximum approved.

18.2.3.4.6.2* The angle of approach and departure for any means of fire department access road shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m) or the design limitations of the fire apparatus of the fire department, and shall be subject to approval by the AHJ.

18.2.3.4.6.3 Fire department access roads connecting to roadways shall be provided with curb cuts extending at least 2 ft (0.61 m) beyond each edge of the fire lane.

18.2.3.4.7 Traffic Calming Devices. The design and use of traffic calming devices shall be approved by the AHJ.

18.2.3.5 Marking of Fire Apparatus Access Road.

18.2.3.5.1 Where required by the AHJ, approved signs or other approved notices shall be provided and maintained to identify fire department access roads or to prohibit the obstruction thereof or both.

18.2.3.5.2 A marked fire apparatus access road shall also be known as a fire lane.

18.2.4* Obstruction and Control of Fire Department Access Road.

18.2.4.1 General.

18.2.4.1.1 The required width of a fire department access road shall not be obstructed in any manner, including by the parking of vehicles.

18.2.4.1.2 Minimum required widths and clearances established under 18.2.3.4 shall be maintained at all times.

18.2.4.1.3* Facilities and structures shall be maintained in a manner that does not impair or impede accessibility for fire department operations.

18.2.4.1.4 Entrances to fire departments access roads that have been closed with gates and barriers in accordance with 18.2.4.2.1 shall not be obstructed by parked vehicles.

18.2.4.2 Closure of Accessways.

18.2.4.2.1 The AHJ shall be authorized to require the installation and maintenance of gates or other approved barricades across roads, trails, or other accessways not including public streets, alleys, or highways.

18.2.4.2.2 Where required, gates and barricades shall be secured in an approved manner.

18.2.4.2.3 Roads, trails, and other accessways that have been closed and obstructed in the manner prescribed by 18.2.4.2.1 shall not be trespassed upon or used unless authorized by the owner and the AHJ.

18.2.4.2.4 Public officers acting within their scope of duty shall be permitted to access restricted property identified in 18.2.4.2.1.

18.2.4.2.5 Locks, gates, doors, barricades, chains, enclosures signs, tags, or seals that have been installed by the fire department or by its order or under its control shall not be removed unlocked, destroyed, tampered with, or otherwise vandalized in any manner.

18.2.4.2.6 When authorized by the AHJ, public officers acting within their scope of duty shall be permitted to obtain access through secured means identified in 18.2.4.2.1.

18.3 Water Supplies and Fire Hydrants.

18.3.1* An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into the jurisdiction

18.3.2* Where no adequate or reliable water distribution system exists, approved reservoirs, pressure tanks, elevated tanks fire department tanker shuttles, or other approved system capable of providing the required fire flow shall be permitted

18.3.3* The number and type of fire hydrants and connections to other approved water supplies shall be capable of delivering the required fire flow and shall be provided at approved locations.

18.3.4 Fire hydrants and connections to other approved water supplies shall be accessible to the fire department.

18.3.5 Private water supply systems shall be tested and maintained in accordance with NFPA 25.

18.3.6 Where required by the AHJ, fire hydrants subject to vehicular damage shall be protected unless located within public right of way.

Chapter 19 Combustible Waste and Refuse

19.1 General.

19.1.1 Permits. Permits, where required, shall comply with Section 1.12.

19.1.2 No person owning or having control of any property shall allow any combustible waste material to accumulate in any area or in any manner that creates a fire hazard to life or property.

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
BILL McCLURE, JR
WAYNE DOWDY, Superintendent

December 6, 2018

Attention: John Pitner

I am replying to your request for comments on the Timothy Hill rezoning application. The first thing that comes to mind is Pulliam Road. The road is a narrow winding gravel base road and I assume this will be the main entrance. The road is being used primarily by one resident and some apparent agricultural traffic. Pulliam Road would not be a candidate for a large volume of traffic without being widened and resurfaced. The intersection of Wade Drive and Pulliam Road would need redesigning, because the hill to the east of the intersection blocks the view of traffic.

Wade Drive, Hewlett Drive, and Good Springs Loop are all possible routes from Highway 194 to Pulliam Road. However, they are all chip and seal roads. None of these are asphalted. They would be subject to premature deterioration with heavy automobile and truck traffic.

Thank you for your concern.

Wayne Dowdy
Superintendent

Fayette County Ambulance

April 14, 2018

16265 Highway 64 Suite 1
Somerville, Tennessee 38068

Mr. John Pitner:

Our emergency services are stretched presently and are completely out of ambulances an average of 15 to 20 times a month. It has been my experience that when at risk populations are introduced to a community it will increase the use of all emergency services. Though it may be no fault of the facility, it does increase the total responses in that area. The proposed location is centrally located between the Oakland and Rossville stations, so response times should be reasonable. As far as the ambulance service is concerned Rossville is the slowest station which would be first in to that location, which is a positive.

With that being said, I feel it will increase our already stretched resources. To why point I cannot say.

Sincerely,

Glenn D Miller

Director Fayette County Ambulance

102 EAST LATTA LANE SOMERVILLE TENNESSEE 38068
901-230-4753

STAFF REPORT TO THE
FAYETTE COUNTY REGIONAL PLANNING COMMISSION
POSTPONED REGULAR MEETING OF JANUARY 14, 2019

3.A Rezoning Request – R-1 Rural Residential to SA-I Special Activity Institutional in Civil District 11 – Reginal Crawford, Applicant

Setting

This proposed facility is in a vicinity of low density country homesteads amidst large vacant tracts of pasture and forest with some acreage in row crops. It and all the landscape for miles around is designated "Rural" by Fayette County's Growth Plan, the nearest 'growth area' being the Rossville and Moscow UGB's, each three-and-a-half miles distant. Three dimensionally the region landforms as a north shoulder of the Wolf River bottom in a southward-tending pattern of steep ridges sloping broadly east or west. Currently the tract's only public access is via Pulliam Road, which ends immediately south of the tract's north line. The road is of limestone gravel at most sixteen (16) feet wide in reasonably good condition, ending in an asphalt cul-de-sac of eighty (80) feet paved diameter and 100 feet right-of-way that was installed to the specifications of the Fayette County Subdivision Regulations by previous owner Ken Sledd between 1999 and 2006 with county approval and accepted for public maintenance. While the circumference of that cul-de-sac presently is the tract's only public frontage, the applicant has executed a land-swap agreement with his neighboring landowner to the south by which he could access Good Springs Loop as well. Electricity to the tract is by way of a 1-phase overhead powerline from the west that crosses the southwest portion of the north bordering Phyler tract before turning south to enter the property underground west of Pulliam Road. There is a 3-phase powerline along Wade Drive, but that facility does not extend down Pulliam Road, which has no dwellings along its nine-tenths mile length except a sizable house on the subject tract. Hardeman-Fayette Utility District has a three inch natural gas main along Wade and a one inch main down Pulliam to the site. The nearest public water and central sewer are in the towns of Rossville and Moscow, with the nearest dry fire hydrant 4.2 road miles away on Bobbitt Road south of its intersection with Wade Drive while the nearest fire station is 6.6 road miles away at Macon. In the northwest portion of the tract is an easily accessed small lake that could accommodate a dry hydrant on-site.

Bisecting the parcel north-to-south is Hurricane Creek, which appears deep and wide all along its course although dry when not conveying a storm, with some 40% of the property lying west of the creek, where the entire facility would be located except for trails. No floodplain adjoins the creek until further south, nor is any designated elsewhere on the property. Topographically the parcel forms a flattened V, rising from the creek at 350 feet elevation to a high of 425 feet eastward and 390 feet westward, with some grades pushing ten (10) percent, but typically less. Woods cover virtually all this sloping ground, which includes nearly the entire perimeter of the property and envelops the fields at its interior with a feel of ethereal seclusion that on a misty summer morning must surely whisper of boys and Labrador Retrievers. A recent evaluation by soil scientist Craig Crestman indicates conditions are suitable for on-site subsurface wastewater disposal proximate to region of the tract where wastewater would be generated.

Analysis

To begin, some procedural matters. First, previous inquiries into this matter not by the applicant

suggest there may occur at the public hearings questions of a hypothetical nature relating to the proposal. Staff will not answer these probes and urges the governing boards not do so either; deliberation ought confine itself to the written application and avoid convolutable responses to scenarios scrolled on the wind, no matter the source. Next, the submitted narrative is the entire rezoning proposal; the appendices are but documentation and not integral, which means among other things that the indicated site layout in Appendix 4 of the application is only a concept, fully subject to the site planning specifications in Article VII, Section 5.1.4, of the zoning resolution, should the application be approved. Finally, the application does satisfy the minimum Site Suitability Standards of the zoning law for such facilities, although those bulk standards do not delimit the full scope of review by the governing bodies.

Probably not since the egg farm fight 25 years ago has this planner encountered a proposal so worrisome to so many vicinity residents, and this despite a two-year endeavor by the applicant to persuade the neighbors the facility will be harmless. That effort has been instructional to watch, though, as this case unlike any before has given sufficient time for my gut sense of an issue to find its thought moorings, which here tether no more or less than in any previous case to the enduring force and effectiveness of the county growth plan.

It is a principle in zoning that every land use must be allowable at some place within a planning jurisdiction, and in identifying a suitable locale for a particular land use it seems reasonable first to determine whether the use should occur in an area where extensive growth will be permitted, or by its character should the use be more remote? In Fayette County this question is far less theoretical than would be the case in most other unincorporated jurisdictions across the region, because in Fayette County for twenty-five years the suppression of sprawl growth has been an actual practice and not merely a chattering concept, an elaboration of which is invited by Item 6.2 on page 6 of the applicant's narrative.

There it is estimated the subject tract would yield 45 to 125 homes were it developed under the R-1 Rural Residential zoning currently in place. This is erroneous. The central provision of R-1 is not its minimum lot size of one (1) acre but rather its prohibition of road construction, which indeed is the key provision of Fayette County's entire residential zoning scheme that first and foremost functions to prevent buckshot urbanization. Put simply, on this tract the prohibition of new roads plus the zoning law's requirement of fifty (50) feet road frontage for every lot created since November 1984 means that at most a half dozen lots, each fronting on the circumference of the cove, may be created from the entire 264 acres, and then only if a couple of the lots are "flag" configured. More, each of those lots could have on it only one single-family dwelling (or a duplex where the lot was 300 feet wide), and beyond this are still other mechanisms to smother sprawl at any significant density.

Covering hundreds of square miles of rural Fayette County, this R-1 district has fostered much benefit by obstructing extensive land development in remote areas and making it gather instead near the towns, and while this report will not wander off into a discussion of those benefits they are considerable and define how staff first evaluates virtually every proposed project that arises of any scale.

This arrangement – which predated the state's growth planning law of 1996 and into which that law was locally shoehorned after a protracted fight – is more than a regulatory scheme, though. It makes an obligation, as local government cannot in good faith at once obstruct development from some areas and be laissez faire toward happenings in other areas where development is allowed to occur, for we are dealing with expectations, which evolve routinely into investments. Often these will be homeowner investments, in other cases the investors may be development

firms or retailers or infrastructure providers, and lenders of course, as always. Certainly these persons and firms in their expenditure decisions would not react well to an impression that local government is careless in its oversight of those areas where it will allow extensive development.

Therefore it is staff's view that the regulatory context of this planning jurisdiction easily selects the latter option as answer to the question four paragraphs back whether this mission to prepare unparented male youth for adult life should locate in an area where extensive growth will be permitted, or should the facility be more isolated? Inasmuch as the proposed site and all land for miles around is designated "Rural" by the Fayette County Growth Plan, it may be regarded as passing the threshold test, although that threshold takes no account of either infrastructure sufficiency or compatibility with the vicinity's prevailing character, both of which assessments play upon the force and effectiveness of the county growth plan.

As to infrastructure, immediately preceding this report are the fire department's comments and those of public works and the ambulance service regarding the proposed facility. The planning staff will not presume to expound on those assessments, except to note the alignment of Wade Drive, both horizontal and vertical, can fairly be regarded in places as exuberant.

As for compatibility, that seems doubtful. The Rural designated areas under the growth plan are not uniform. There are, indeed, two fundamentally different types of rural community in Fayette County. One of them is the classic variety, where a sizable portion of domiciles are component to farm production on proximate land owned or leased. Across this largest swath of the county admittedly are also periodic small tracts with modest homes that came about in some episodic fashion or other, as well as large tracts hiding grand homes owned by prosperities not tethered to the production of food or fiber, but these alternative types do not alter the essential character of this several hundred square miles, which is agricultural.

The other type of rural community in Fayette County is either suburbia at its outermost extent, little homestead postings scattershot about the countryside in generally pricey neighborhoods, or very modest FmHA subdivisions that provided housing for local blacks dispossessed during their audacious reach several decades back for civil rights and human dignity. In total these locations, which occupy far less ground than the classic variety of rural community, number perhaps a dozen across the county, and it is smack in the middle of just such suburbia as here described that this facility is proposed.

Hence, a core issue for decision in this case is how much weight the preferences of an existing neighborhood in a Rural area should have as to a proposed new activity when the new activity more nearly would conform arguably to current land use policy than what already exists. Since this question is laden with equities, and likely to recur, it needs more than cursory examination, which is why this report has been so methodical. While the law does not require governmental decision-making be perfect in this upside-down circumstance it does require some measure of rationality, so here goes.

When a development unsuited for a growth area but rather needing remoteness has selected a genuinely remote location, with adequate access and proximate public services sufficient to the desired activity, as well as no site-related obstacles, it should be approved even as against the objection of other landowners in the vicinity. Neighbor plebiscites are not planning's purpose, and to the extent its mechanisms are made to serve such function as against relevant standards and rational policy it cripples the predictive utility of land use regulation in an outrageous double-cross of property rights.

However, as noted above, "the Rural designated areas under [Fayette County's] growth plan are not uniform," and how the governing boards interact with this fact on the ground likely will not fail to influence "the enduring force and effectiveness of the county growth plan." That is, given in this case the vicinity's low density suburban character it needs considering whether to approve this facility against neighbor sentiments might reflect poorly on local authority's fidelity to the reliances a citizenry places on its zoning and land development policies, for despite the constraints on residential sprawl now deeply imbedded in Fayette County's land development regulations it remains the truth that no policy discouraged those homesteads' occurrence when they were created.

Perhaps then in the county's few remote suburbias the polestar for the governing boards in their decision-making ought be a neighborhood's reasonable reliances under the zoning in effect at the time those outposts were created, given what the principle in those reliances ultimately must mean for the current growth plan countywide.

Sheriff’s Activity Report

Fayette County Sheriff's Office

James R. "Bobby" Riles, Sheriff

Monthly Report
January 2019

Jail Population	
Highest Daily Population	188
Lowest Daily Population	173
Jail Intakes	
Booked in & Held	143
Booked in & Released	13
Jail Releases	163
Avg Daily Population	179

Miles Driven FCSO
127,688

Warrants / Civil Process		
	Handed Down	Served
Civil Process	59	92
Criminal Warrants	78	124

DUI Arrests	
FCSO	2
THP	3
OAKLAND	0
MOSCOW	0
SOMERVILLE	2
ROSSVILLE	0
GALLAWAY	0
PIPERTON	2
TOTAL	9

FAYETTE COUNTY SHERIFF'S OFFICE

SHERIFF BOBBY RILES

MONTHLY SUPERVISOR'S SHIFT REPORT

YEAR	MONTH	HOURS OF SHIFT	REPORTING SUPERVISOR
2019	January	06:00-14:00	LT GREG PERKINS

	CALLS FOR SVC	CIVIL OR ARREST WARRANT ATTEMPTS	ARREST WARRANTS SERVED	CIVIL PAPERS SERVED	OFFICER INITIATED ARRESTS	WARN CITES	TRAFFIC CITES
PERKINS	22	43	2	9		4	
DEPRIEST	49	50	4	9	1	1	2
PENDLETON	36	42	6	21		6	4
FORBES	36	61	10	11	1	17	
Crawford Transferred-SRO 1/4			1				
Raymond Transferred-SRO 1/4	5					3	
GRAY	7	21	1	5		7	
SHELTON	27	18	1	1		8	
ALLEN	4						
HOBSON	2						
DOLLAHITE			1				
MONTHLY TOTALS	188	235	26	56	2	46	6

Revised (2Nov2018)

Save

FAYETTE COUNTY SHERIFF'S OFFICE

SHERIFF BOBBY RILES

MONTHLY SUPERVISOR'S SHIFT REPORT

YEAR	MONTH	HOURS OF SHIFT	REPORTING SUPERVISOR
2019	January	14:00 - 22:00	Lt. D. Amburn

DEPUTIES	CALLS FOR SVC	CIVIL OR ARREST WARRANT ATTEMPTS	ARREST WARRANTS SERVED	CIVIL PAPERS SERVED	OFFICER INITIATED ARRESTS	WARN CITES	TRAFFIC CITES
Lt. D. Amburn	31	30		8		7	
Sgt. C. Raiteri	18	20	2	1		7	
Michaels-Transfered SRO 1/4	5	2		1			
D. Ramseur	39	47	2	16		3	1
A. Freeman	41					5	
D. Tucker	46	23	2	8	1	14	
D. O'Connor	45	17	1	16		15	
Lt. J. Thomas	18	4	2			13	
Sgt. M. Burgess	29					12	
L. McLaughlin	2		1			9	
J. Haddakin	6						
B. Tice	4					4	
G.B Langford	4						
M. Gulotta	3						
K. Billings	3					1	
MONTHLY TOTALS	294	143	10	50	1	90	1

Revised (2Nov2018)

Save

FAYETTE COUNTY SHERIFF'S OFFICE

SHERIFF BOBBY RILES

MONTHLY SUPERVISOR'S SHIFT REPORT

YEAR	MONTH	HOURS OF SHIFT	REPORTING SUPERVISOR
2019	January	2200-0600	LT WHARTON

DEPUTIES	CALLS FOR SVC	CIVIL OR ARREST WARRANT ATTEMPTS	ARREST WARRANTS SERVED	CIVIL PAPERS SERVED	OFFICER INITIATED ARRESTS	WARN CITES	TRAFFIC CITES
WHARTON	11						
RAITERI Transferred-2nd 1/15	14					3	
TUCKER	8		1				
FORBES-Transferred to 1st 1/4	3						
PARDUE	18					3	
SIMPSON	14				1	5	
MONTHLY TOTALS	136	0	2	0	2	11	0

Revised (1Nov2018)

2019 JANUARY

CALENDAR YEAR | CALENDAR MONTH

MONDAY

FIRST DAY OF WEEK

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
31	01 HOLIDAY	02 *Juvenile Court cases-1* *General Sessions Inmates- 29*	03 *General Sessions* *Cases-61 Inmates- 10* *Chancery Court* *Cases-12*	04 *Circuit Court* *Cases- 28* *Inmates- 20*	05	06
07 ***General Sessions*** ***Cases-57*** ***Inmates-24***	08 ***Traffic Court*** ***Cases-190***	09 ***Juvenile Court*** ***Cases- 12***	10 ***General Sessions*** ***Cases-59 Inmates-20*** ***Chancery Court*** ***Cases-9***	11	12	13
14 ***General Sessions*** ***Cases-72*** ***Inmates-17***	15 ***General Sessions (Civil)*** ***Cases-65***	16 ***Juvenile Court*** ***Cases-19***	17 ***General Sessions*** ***Cases-108 Inmates- 40*** ***Chancery Court*** ***Cases-5***	18	19	20
21 *HOLIDAY*	22 ***Juvenile Court*** ***Case-1*** ***General Sessions Crt.*** ***Inmates-10***	23 ***Juvenile Court*** ***Cases- 11*** ***Child Support Cases-56*** ***Inmates-12***	24 ***General Sessions*** ***Cases-52 Inmates-18*** ***Chancery Court*** ***Cases-11***	25	26	27
28 ***General Sessions*** ***Cases-60*** ***Inmates-26***	29 *NO COURT*	30 *Recovery Court (Circuit)* *Arrest-1*	31 *Chancery Court* *Cases-7*	01	02	03
04	05	06	07	08	09	10

Jail Transports

Date	Inmate Status	Inmate Sex	Number of Officers	Location	Comments
1/7/2019	Convicted Misdemeanor	Female	1 Deputy & 1 Correctional Lientenant	Eye Specialist Clinic, Memphis	Appointment
1/8/2019	State	Male	1 Correctlonal Lientenant	Edward Dental, Grand Junction	Appointment
1/8/2019	Federal	Males	2 Deputies	CCA Mason	Drop off 1 male, pick up 1male for housing
1/9/2019	Pre-Trial Misdemeanor	Male	1 Deputy	Edward Dental, Grand Junction	Appointment
1/9/2019	Pre-trial Felon	Female	Chief Turner & Correctional Lientenant	Fulton Detention, KY	Warrant pick up
1/9/2019	Pre-Trial Misdemeanor	Transgender	2 Deputies	Edward Dental, Grand Junction	Appointment
1/11/2019	Pre-Trial Felon	Female	1 Deputy & 1 Correctional officer	Edward Dental, Grand Junction	Appointment
1/14/2019	Convicted Misdemeanor	Female	1 Deputy & 1 Correctional Lientenant	Hamilton Eye Inst., Memphis	Appointment
1/15/2019	PreTrial Felon	Female	Correctlonal Lientenant	Hardeman Co. Jail	Housing transfer
1/15/2019	Pre-Trial Felon	Male	1 Deputy	Hardeman Co. Jail	Housing transfer
1/16/2019	Pre-Trail Misdemeanor	Female	1 Deputy & 1 Correctional Lientenant	Turning Point Rehab., Nashville	Rehab. Completed, housing transfer
1/16/2019	Pre-trial Felon	Transgender	1 Deputy	J B Summers, Somerville	Appointment
1/17/2019	Federal	Male	2 Deputies	Federal Building, Memphis	Court
1/18/2019	Federal	Male	2 Deputies	CCA Mason, Mason	Housing transfer
1/18/2019	Federal	Male	2 Deputies	CCA Mason, Mason	Housing transfer
1/18/2019	State	Female	Correctional Lientenant	Edward Dental, Grand Junction	Appointment
1/18/2019	Pre-Trial Misdemeanor	Male	2 Deputies	Edward Dental, Grand Junction	Appointment
1/22/2019	Pre-Trial Misdemeanor	Transgender	2 Deputies	J B Summers, Somerville	Appointment
1/23/2019	Pre-trial Felon	Female	Correctional Lientenant	Fayette Co. Health Dept., Somerville	Appointment
1/24/2019	Federal	Male	2 Deputies	Federal Building, Memphis	Court
1/25/2019	Pre-Trial Misdemeanor	2 Females	1 Deputy & 1 Correctlonal Officer	Edward Dental, Grand Junction	Appointment
1/28/2018	State	3 Males	Correctional Lientenant	House of Faith, Somerville	Commodities
1/28/2019	Convicted Misdemeanor	Female	1 Female Deputy	Dream Center Rehab., Jackson	Rehab. Complete, housing for court review
1/28/2019	State	Male	1 Deputy & 1 Correctional Lientenant	West Clinlc, Germantown	& transported to Methodist Hospital, admitted
"	"	"	1 Correctional Lientenant	deputy was relieved by Correctional Lientenants	they worked 12 hr shifts for admitted inmate
1/29/2019	State	Male	Correctional Lientenant	Methodist Hospital	Inmate medical furlough per Circuit Court
1/29/2019	State	3 Male	Correctional Lientenant	Lagoshen Church, Moscow	Commodities
1/30/2019	State	3 Male	Correctlonal Lientenant	Lagoshen Church, Moscow	Commodities

Jail Transports

Date	Inmate Status	Inmate Sex	Number of Officers	Location	Comments
1/30/2019	State	2 Males	2 Deputies	Somerville Eye Clinic, Somerville	2 Male inmates
1/30/2019	Federal	Male	2 Deputies	Federal Building, Memphis	1 male to court and back, 1 malet back housing
1/31/2019	Federal	Male	2 Deputies & 1 Correctional Lientenant	Federal Building, Memphis	Court
1/31/2019	Pre-Trial Misdemeanor	Male	1 Deputy	Western Mental Health, Bolivar	28 day eveulation
1/31/2019	Pre-Trial Misdemeanor	Female	1 Female Correctional Lientenant	J B Summers, Somerville	Appointment

QCHC, Inc.
Job Ledger Report
For the Period From October 1, 2018 to December 31, 2018

Job ID	Cost Code Description	Debit Amt	Credit Amt
Fayette18-19	Laboratory Fees	$447.90	
Fayette18-19	Infectious Waste Disposal	$75.00	
Fayette18-19	X-Ray Fees	$715.00	
Fayette18-19	Medications	$23,349.47	
Fayette18-19	Medical Supplies	$4,426.35	
Fayette18-19	Office Supplies	$251.11	
Fayette18-19	Postage	$93.66	
Fayette18-19	Liability Insurance-(163+167+171)*55/12	$2,296.25	
Fayette18-19	Hotel/Lodging	$14,365.38	
Fayette18-19	Employee Travel Reimb.	$4,423.18	
Fayette18-19	Labor Expense	$67,519.13	
Contract Revenue	3961		$39,149.83
	3989		$39,149.83
	4009		$39,149.83
	Total Cost Adult Facilities:	**$117,962.43**	**$117,449.49**
	Summary:		
	Base Operating Costs	**$117,962.43**	**$102,129.99**
	15% Contract Admin Fee	**$15,188.14**	**$15,188.14**
	Total	**$133,150.57**	**$117,318.13**
		Net Owed by/(to) County	**$15,832.44**

163
167
171

Response Volume per Response Type

From : null 00:00:00 **To :** null 23:59:59

Number of Responses : 5,257

Response Type	Number of Responses	Percentage (%)	Cumulative (%)
401 Patient	12	0.23	0.23
911 Hang up	353	6.71	6.94
Abandoned Vehicle	20	0.38	7.32
Accident - Injury	62	1.18	8.50
Accident - No Injury	67	1.27	9.78
Alarm - Burglar	186	3.54	13.32
Alarm - Fire	25	0.48	13.79
Alarm - Medical	9	0.17	13.96
Ambulance	376	7.15	21.11
Animal Call Law Enforcement	29	0.55	21.67
Animal Call Non Medical	2	0.04	21.70
Animal Control Response	108	2.05	23.76
Arrest & Hold	9	0.17	23.93
Assault	15	0.29	24.22
Assist - Non-Criminal	13	0.25	24.46
Assist other Agency	294	5.59	30.06
Att. Suicide	3	0.06	30.11
Attempt Burglary	1	0.02	30.13
Attempt Pickup	90	1.71	31.84
Attempted Auto Burglary	7	0.13	31.98
B.O.L.O	5	0.10	32.07
Burglary	10	0.19	32.26
Burglary of Auto	11	0.21	32.47
Child Abuse/Neglect	3	0.06	32.53
Child Custody	1	0.02	32.55
Civil Matter	21	0.40	32.95
Complaint	36	0.68	33.63
Control Burn	5	0.10	33.73
Counterfiet Money	1	0.02	33.75
Crowd Control	1	0.02	33.76
D.L. Query	53	1.01	34.77
Dead on Arrival	30	0.57	35.34
Disabled Vehicle	8	0.15	35.50
Disturbing The Peace	41	0.78	36.28
Driving Intoxicated	2	0.04	36.31
Driving W/O License	1	0.02	36.33
Escort	30	0.57	36.90
Extra Patrol Request	8	0.15	37.06
Failure to Stop	6	0.11	37.17
Fire Call	51	0.97	38.14
Fire Drill	8	0.15	38.29
Follow Up	80	1.52	39.81
Fraud	7	0.13	39.95
Get Personal Items	6	0.11	40.06
Harassment	14	0.27	40.33
Home Invasion	1	0.02	40.35
House Watch	7	0.13	40.48
Identity Theft	3	0.06	40.54
Illegal Dumping	2	0.04	40.57
Information	168	3.20	43.77

Response Type	Number of Responses	Percentage (%)	Cumulative (%)
Injury - Accidental	9	0.17	43.94
Juvenile Complaint	7	0.13	44.07
Lifting Asst	28	0.53	44.61
Lock-Out	69	1.31	45.92
Lost / Found	14	0.27	46.19
Loud Music	3	0.06	46.24
Loud Noise	9	0.17	46.41
Missing Person	5	0.10	46.51
Narcotics/Undercover	1	0.02	46.53
NCIC Query	31	0.59	47.12
Poss Break In	2	0.04	47.16
Poss Drugs Present	1	0.02	47.18
Poss Overdose	3	0.06	47.23
Property Damage	32	0.61	47.84
Public Drunk	1	0.02	47.86
Rape	1	0.02	47.88
Reckless Driver	74	1.41	49.29
Recovered	5	0.10	49.38
Registration Query	141	2.68	52.06
Repossession	12	0.23	52.29
Robbery	1	0.02	52.31
Runaway Juvenile	3	0.06	52.37
School Complaint	3	0.06	52.43
Security Check	344	6.54	58.97
Serving Papers	247	4.70	63.67
Shoplifter	2	0.04	63.71
Shots Fired	21	0.40	64.11
Stolen Vehicle	6	0.11	64.22
Stranded Motorist	61	1.16	65.38
Suicidal Party	9	0.17	65.55
Suspicious Activity	67	1.27	66.83
Suspicious Person	24	0.46	67.28
Suspicious Vehicle	57	1.08	68.37
TEST	2	0.04	68.40
Theft of Property	14	0.27	68.67
Threats Made	12	0.23	68.90
Traffic Contr/Hazard	73	1.39	70.29
Traffic Stop	1,429	27.18	97.47
Traffic Violation	5	0.10	97.57
Transporting	71	1.35	98.92
Trespassing	1	0.02	98.93
Unauthorized Use Veh	1	0.02	98.95
Unruly Juvenile	4	0.08	99.03
Unsecure Building	1	0.02	99.05
Unwanted Person	15	0.29	99.33
Vandalism	9	0.17	99.51
Welfare Check	25	0.48	99.98
Wrecker	1	0.02	100.00
	5,257	**100.00**	

Response Volume per Response Type

From : null 00:00:00 **To :** null 23:59:59

Agency: Fayette Co SO, Gallaway Police Dept, Grand Junction Police Dept, Lagrange Police Dept, Moscow Police Dept, OUT OF COUNTY, Oakland Police Dept, Piperton Police Dept, Rossville Police Dept, Somerville Police Dept

Number of Responses : 4,560

Response Type	Number of Responses	Percentage (%)	Cumulative (%)
401 Patient	12	0.26	0.26
911 Hang up	352	7.72	7.98
Abandoned Vehicle	20	0.44	8.42
Accident - Injury	19	0.42	8.84
Accident - No Injury	53	1.16	10.00
Alarm - Burglar	186	4.08	14.08
Ambulance	24	0.53	14.61
Animal Call Law Enforcement	29	0.64	15.24
Animal Control Response	108	2.37	17.61
Arrest & Hold	9	0.20	17.81
Assault	15	0.33	18.14
Assist - Non-Criminal	13	0.29	18.42
Assist other Agency	294	6.45	24.87
Att. Suicide	3	0.07	24.93
Attempt Burglary	1	0.02	24.96
Attempt Pickup	90	1.97	26.93
Attempted Auto Burglary	7	0.15	27.08
B.O.L.O	5	0.11	27.19
Burglary	10	0.22	27.41
Burglary of Auto	11	0.24	27.65
Child Abuse/Neglect	3	0.07	27.72
Child Custody	1	0.02	27.74
Civil Matter	21	0.46	28.20
Complaint	36	0.79	28.99
Counterfiet Money	1	0.02	29.01
Crowd Control	1	0.02	29.04
D.L. Query	10	0.22	29.25
Dead on Arrival	15	0.33	29.58
Disabled Vehicle	8	0.18	29.76
Disturbing The Peace	41	0.90	30.66
Driving Intoxicated	2	0.04	30.70
Driving W/O License	1	0.02	30.72
Escort	30	0.66	31.38
Extra Patrol Request	8	0.18	31.56
Failure to Stop	5	0.11	31.67
Fire Call	3	0.07	31.73
Follow Up	80	1.75	33.49
Fraud	7	0.15	33.64
Get Personal Items	6	0.13	33.77
Harassment	14	0.31	34.08
Home Invasion	1	0.02	34.10
House Watch	7	0.15	34.25
Identity Theft	3	0.07	34.32
Illegal Dumping	2	0.04	34.36
Information	161	3.53	37.89
Injury - Accidental	5	0.11	38.00
Juvenile Complaint	7	0.15	38.16

Generated on : 2/ 1/2019 08:18:06

Response Type	Number of Responses	Percentage (%)	Cumulative (%)
Lifting Asst	1	0.02	38.18
Lock-Out	69	1.51	39.69
Lost / Found	14	0.31	40.00
Loud Music	3	0.07	40.07
Loud Noise	9	0.20	40.26
Missing Person	5	0.11	40.37
Narcotics/Undercover	1	0.02	40.39
NCIC Query	4	0.09	40.48
Poss Break In	2	0.04	40.53
Poss Drugs Present	1	0.02	40.55
Poss Overdose	3	0.07	40.61
Property Damage	32	0.70	41.32
Public Drunk	1	0.02	41.34
Rape	1	0.02	41.36
Reckless Driver	45	0.99	42.35
Recovered	5	0.11	42.46
Registration Query	139	3.05	45.50
Repossession	12	0.26	45.77
Robbery	1	0.02	45.79
Runaway Juvenile	3	0.07	45.86
School Complaint	3	0.07	45.92
Security Check	344	7.54	53.46
Serving Papers	247	5.42	58.88
Shoplifter	2	0.04	58.93
Shots Fired	21	0.46	59.39
Stolen Vehicle	6	0.13	59.52
Stranded Motorist	52	1.14	60.66
Suicidal Party	9	0.20	60.86
Suspicious Activity	63	1.38	62.24
Suspicious Person	22	0.48	62.72
Suspicious Vehicle	54	1.18	63.90
Theft of Property	14	0.31	64.21
Threats Made	11	0.24	64.45
Traffic Contr/Hazard	65	1.43	65.88
Traffic Stop	1,423	31.21	97.08
Traffic Violation	5	0.11	97.19
Transporting	71	1.56	98.75
Trespassing	1	0.02	98.77
Unauthorized Use Veh	1	0.02	98.79
Unruly Juvenile	4	0.09	98.88
Unsecure Building	1	0.02	98.90
Unwanted Person	15	0.33	99.23
Vandalism	9	0.20	99.43
Welfare Check	25	0.55	99.98
Wrecker	1	0.02	100.00
	4,560	**100.00**	

Response Volume per Agency

From : null 00:00:00 **To :** null 23:59:59
Agency Type: EMS

Number of Responses : 415

Agency	Number of Responses	Percentage (%)	Cumulative (%)
EMS Fayette Co.	415	100.00	100.00
	415	**100.00**	

Generated on : 2/ 1/2019 08:14:11

Resource Assign Volume per Agency

From : null 00:00:00 **To :** null 23:59:59
Agency Type: Fire Dept

Number of Records Used : 457
Number of Resources : 119

Agency	Occurrences	Percentage (%)	Cumulative (%)
Station 01 - Somerville	49	10.72	10.72
Station 02 - Braden	19	4.16	14.88
Station 03 - Piperton	26	5.69	20.57
Station 04 - Oakland	84	18.38	38.95
Station 05 - Gallaway	15	3.28	42.23
Station 06 - Rossville	21	4.60	46.83
Station 07 - Williston	44	9.63	56.46
Station 08 - LaGrange	10	2.19	58.64
Station 09 - Moscow	79	17.29	75.93
Station 10 - Substation	14	3.06	78.99
Station 11 - Macon	34	7.44	86.43
Station 12 - North	10	2.19	88.62
Station 14 - Hickory Withe	45	9.85	98.47
Station 15 - District 15	7	1.53	100.00
	457	**100.00**	

Response Volume per Response Type

From : null 00:00:00 **To :** null 23:59:59
Agency: Fayette Co SO

Number of Responses : 2,201

Response Type	Number of Responses	Percentage (%)	Cumulative (%)
401 Patient	8	0.36	0.36
911 Hang up	219	9.95	10.31
Abandoned Vehicle	12	0.55	10.86
Accident - Injury	6	0.27	11.13
Accident - No Injury	30	1.36	12.49
Alarm - Burglar	98	4.45	16.95
Animal Call Law Enforcement	12	0.55	17.49
Animal Control Response	103	4.68	22.17
Arrest & Hold	9	0.41	22.58
Assault	12	0.55	23.13
Assist - Non-Criminal	4	0.18	23.31
Assist other Agency	95	4.32	27.62
Att. Suicide	2	0.09	27.71
Attempt Burglary	1	0.05	27.76
Attempt Pickup	77	3.50	31.26
Attempted Auto Burglary	1	0.05	31.30
B.O.L.O	4	0.18	31.49
Burglary	9	0.41	31.89
Burglary of Auto	4	0.18	32.08
Civil Matter	11	0.50	32.58
Complaint	4	0.18	32.76
Crowd Control	1	0.05	32.80
D.L. Query	5	0.23	33.03
Dead on Arrival	7	0.32	33.35
Disabled Vehicle	6	0.27	33.62
Disturbing The Peace	27	1.23	34.85
Driving Intoxicated	1	0.05	34.89
Escort	6	0.27	35.17
Extra Patrol Request	8	0.36	35.53
Failure to Stop	1	0.05	35.57
Follow Up	41	1.86	37.44
Fraud	7	0.32	37.76
Get Personal Items	4	0.18	37.94
Harassment	6	0.27	38.21
Home Invasion	1	0.05	38.26
House Watch	7	0.32	38.57
Identity Theft	3	0.14	38.71
Illegal Dumping	2	0.09	38.80
Information	96	4.36	43.16
Injury - Accidental	3	0.14	43.30
Juvenile Complaint	4	0.18	43.48
Lock-Out	41	1.86	45.34
Lost / Found	10	0.45	45.80
Loud Noise	3	0.14	45.93
Missing Person	4	0.18	46.12
Narcotics/Undercover	1	0.05	46.16
NCIC Query	1	0.05	46.21
Poss Break In	1	0.05	46.25
Poss Drugs Present	1	0.05	46.30

Generated on : 2/ 1/2019 08:20:21

Response Type	Number of Responses	Percentage (%)	Cumulative (%)
Poss Overdose	3	0.14	46.43
Property Damage	16	0.73	47.16
Public Drunk	1	0.05	47.21
Rape	1	0.05	47.25
Reckless Driver	14	0.64	47.89
Recovered	1	0.05	47.93
Registration Query	45	2.04	49.98
Repossession	9	0.41	50.39
Robbery	1	0.05	50.43
School Complaint	3	0.14	50.57
Security Check	340	15.45	66.02
Serving Papers	245	11.13	77.15
Shots Fired	11	0.50	77.65
Stolen Vehicle	4	0.18	77.83
Stranded Motorist	22	1.00	78.83
Suicidal Party	7	0.32	79.15
Suspicious Activity	32	1.45	80.60
Suspicious Person	7	0.32	80.92
Suspicious Vehicle	21	0.95	81.87
Theft of Property	8	0.36	82.24
Threats Made	2	0.09	82.33
Traffic Contr/Hazard	37	1.68	84.01
Traffic Stop	245	11.13	95.14
Traffic Violation	3	0.14	95.27
Transporting	70	3.18	98.46
Trespassing	1	0.05	98.50
Unauthorized Use Veh	1	0.05	98.55
Unruly Juvenile	2	0.09	98.64
Unwanted Person	7	0.32	98.96
Vandalism	4	0.18	99.14
Welfare Check	19	0.86	100.00
	2,201	**100.00**	

Response Volume per Response Type

From : null 00:00:00 **To :** null 23:59:59
Agency: Somerville Police Dept

Number of Responses : 702

Response Type	Number of Responses	Percentage (%)	Cumulative (%)
401 Patient	1	0.14	0.14
911 Hang up	57	8.12	8.26
Abandoned Vehicle	1	0.14	8.40
Accident - Injury	4	0.57	8.97
Accident - No Injury	10	1.42	10.40
Alarm - Burglar	20	2.85	13.25
Animal Call Law Enforcement	9	1.28	14.53
Animal Control Response	2	0.28	14.81
Assault	1	0.14	14.96
Assist - Non-Criminal	5	0.71	15.67
Assist other Agency	73	10.40	26.07
Attempt Pickup	5	0.71	26.78
Civil Matter	4	0.57	27.35
Complaint	14	1.99	29.34
D.L. Query	3	0.43	29.77
Disturbing The Peace	6	0.85	30.63
Driving Intoxicated	1	0.14	30.77
Driving W/O License	1	0.14	30.91
Escort	21	2.99	33.90
Fire Call	1	0.14	34.05
Follow Up	14	1.99	36.04
Get Personal Items	1	0.14	36.18
Harassment	2	0.28	36.47
Information	16	2.28	38.75
Juvenile Complaint	1	0.14	38.89
Lock-Out	24	3.42	42.31
Lost / Found	1	0.14	42.45
Loud Music	2	0.28	42.74
Loud Noise	2	0.28	43.02
Property Damage	7	1.00	44.02
Reckless Driver	5	0.71	44.73
Recovered	1	0.14	44.87
Registration Query	41	5.84	50.71
Repossession	1	0.14	50.85
Security Check	4	0.57	51.42
Serving Papers	2	0.28	51.71
Shots Fired	3	0.43	52.14
Stolen Vehicle	1	0.14	52.28
Stranded Motorist	10	1.42	53.70
Suspicious Activity	7	1.00	54.70
Suspicious Person	2	0.28	54.99
Suspicious Vehicle	9	1.28	56.27
Theft of Property	1	0.14	56.41
Threats Made	4	0.57	56.98
Traffic Contr/Hazard	8	1.14	58.12
Traffic Stop	283	40.31	98.43
Transporting	1	0.14	98.58
Unruly Juvenile	1	0.14	98.72
Unsecure Building	1	0.14	98.86

Generated on : 2/ 1/2019 08:25:09

Response Type	Number of Responses	Percentage (%)	Cumulative (%)
Unwanted Person	3	0.43	99.29
Vandalism	2	0.28	99.57
Welfare Check	3	0.43	100.00
	702	**100.00**	

Response Volume per Response Type

From : null 00:00:00 **To :** null 23:59:59
Agency: Gallaway Police Dept

Number of Responses : 201

Response Type	Number of Responses	Percentage (%)	Cumulative (%)
911 Hang up	5	2.49	2.49
Abandoned Vehicle	1	0.50	2.99
Accident - No Injury	1	0.50	3.48
Alarm - Burglar	2	1.00	4.48
Animal Call Law Enforcement	1	0.50	4.98
Assault	1	0.50	5.47
Assist other Agency	19	9.45	14.93
Attempt Pickup	1	0.50	15.42
Complaint	3	1.49	16.92
Dead on Arrival	3	1.49	18.41
Disturbing The Peace	1	0.50	18.91
Failure to Stop	1	0.50	19.40
Follow Up	3	1.49	20.90
Information	3	1.49	22.39
Poss Break In	1	0.50	22.89
Property Damage	1	0.50	23.38
Registration Query	14	6.97	30.35
Runaway Juvenile	1	0.50	30.85
Shoplifter	1	0.50	31.34
Shots Fired	1	0.50	31.84
Stranded Motorist	3	1.49	33.33
Suspicious Activity	1	0.50	33.83
Suspicious Person	5	2.49	36.32
Suspicious Vehicle	2	1.00	37.31
Theft of Property	2	1.00	38.31
Traffic Stop	122	60.70	99.00
Unwanted Person	2	1.00	100.00
	201	**100.00**	

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Response Volume per Response Type

From : null 00:00:00 **To :** null 23:59:59
Agency: Grand Junction Police Dept, Lagrange Police Dept

Number of Responses : 4

Response Type	Number of Responses	Percentage (%)	Cumulative (%)
Alarm - Burglar	1	25.00	25.00
Assist other Agency	1	25.00	50.00
Traffic Stop	2	50.00	100.00
	4	100.00	

Response Volume per Response Type

From : null 00:00:00 **To :** null 23:59:59
Agency: Moscow Police Dept

Number of Responses : 91

Response Type	Number of Responses	Percentage (%)	Cumulative (%)
401 Patient	1	1.10	1.10
911 Hang up	7	7.69	8.79
Alarm - Burglar	5	5.49	14.29
Assist other Agency	15	16.48	30.77
Dead on Arrival	1	1.10	31.87
Disturbing The Peace	1	1.10	32.97
Follow Up	3	3.30	36.26
Information	2	2.20	38.46
Lock-Out	4	4.40	42.86
Loud Noise	1	1.10	43.96
Reckless Driver	3	3.30	47.25
Registration Query	2	2.20	49.45
Suspicious Vehicle	2	2.20	51.65
Traffic Contr/Hazard	1	1.10	52.75
Traffic Stop	42	46.15	98.90
Welfare Check	1	1.10	100.00
	91	**100.00**	

Response Volume per Response Type

From : null 00:00:00 **To :** null 23:59:59
Agency: Oakland Police Dept

Number of Responses : 552

Response Type	Number of Responses	Percentage (%)	Cumulative (%)
401 Patient	2	0.36	0.36
911 Hang up	34	6.16	6.52
Abandoned Vehicle	2	0.36	6.88
Accident - Injury	3	0.54	7.43
Accident - No Injury	5	0.91	8.33
Alarm - Burglar	40	7.25	15.58
Animal Call Law Enforcement	4	0.72	16.30
Assault	1	0.18	16.49
Assist - Non-Criminal	3	0.54	17.03
Assist other Agency	57	10.33	27.36
Attempt Pickup	6	1.09	28.44
Attempted Auto Burglary	5	0.91	29.35
Burglary of Auto	7	1.27	30.62
Child Abuse/Neglect	3	0.54	31.16
Child Custody	1	0.18	31.34
Civil Matter	4	0.72	32.07
Complaint	13	2.36	34.42
Counterfiet Money	1	0.18	34.60
Dead on Arrival	3	0.54	35.14
Disabled Vehicle	2	0.36	35.51
Disturbing The Peace	6	1.09	36.59
Escort	3	0.54	37.14
Follow Up	13	2.36	39.49
Harassment	6	1.09	40.58
Information	23	4.17	44.75
Injury - Accidental	1	0.18	44.93
Lost / Found	3	0.54	45.47
Loud Music	1	0.18	45.65
Loud Noise	3	0.54	46.20
Missing Person	1	0.18	46.38
NCIC Query	2	0.36	46.74
Property Damage	6	1.09	47.83
Reckless Driver	14	2.54	50.36
Recovered	3	0.54	50.91
Registration Query	25	4.53	55.43
Repossession	2	0.36	55.80
Runaway Juvenile	2	0.36	56.16
Shoplifter	1	0.18	56.34
Shots Fired	1	0.18	56.52
Stolen Vehicle	1	0.18	56.70
Stranded Motorist	7	1.27	57.97
Suicidal Party	2	0.36	58.33
Suspicious Activity	14	2.54	60.87
Suspicious Person	5	0.91	61.78
Suspicious Vehicle	10	1.81	63.59
Theft of Property	1	0.18	63.77
Threats Made	4	0.72	64.49
Traffic Contr/Hazard	11	1.99	66.49
Traffic Stop	176	31.88	98.37

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Response Type	Number of Responses	Percentage (%)	Cumulative (%)
Traffic Violation	2	0.36	98.73
Unruly Juvenile	1	0.18	98.91
Unwanted Person	1	0.18	99.09
Vandalism	2	0.36	99.46
Welfare Check	2	0.36	99.82
Wrecker	1	0.18	100.00
	552	**100.00**	

Response Volume per Response Type

From : null 00:00:00 **To :** null 23:59:59

Agency: Rossville Police Dept

Number of Responses : 185

Response Type	Number of Responses	Percentage (%)	Cumulative (%)
911 Hang up	7	3.78	3.78
Abandoned Vehicle	1	0.54	4.32
Accident - Injury	1	0.54	4.86
Accident - No Injury	1	0.54	5.41
Alarm - Burglar	5	2.70	8.11
Assist other Agency	14	7.57	15.68
Att. Suicide	1	0.54	16.22
Civil Matter	1	0.54	16.76
D.L. Query	1	0.54	17.30
Information	4	2.16	19.46
Property Damage	1	0.54	20.00
Reckless Driver	1	0.54	20.54
Registration Query	1	0.54	21.08
Stranded Motorist	1	0.54	21.62
Suspicious Activity	2	1.08	22.70
Suspicious Person	2	1.08	23.78
Suspicious Vehicle	2	1.08	24.86
Traffic Contr/Hazard	2	1.08	25.95
Traffic Stop	137	74.05	100.00
	185	**100.00**	

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Response Volume per Response Type

From : null 00:00:00 **To :** null 23:59:59
Agency: Piperton Police Dept

Number of Responses : 551

Response Type	Number of Responses	Percentage (%)	Cumulative (%)
911 Hang up	17	3.09	3.09
Abandoned Vehicle	3	0.54	3.63
Accident - Injury	1	0.18	3.81
Accident - No Injury	5	0.91	4.72
Alarm - Burglar	15	2.72	7.44
Animal Call Law Enforcement	3	0.54	7.99
Assist - Non-Criminal	1	0.18	8.17
Assist other Agency	20	3.63	11.80
B.O.L.O	1	0.18	11.98
Complaint	2	0.36	12.34
D.L. Query	1	0.18	12.52
Dead on Arrival	1	0.18	12.70
Failure to Stop	3	0.54	13.25
Follow Up	5	0.91	14.16
Information	5	0.91	15.06
Juvenile Complaint	1	0.18	15.25
NCIC Query	1	0.18	15.43
Property Damage	1	0.18	15.61
Reckless Driver	6	1.09	16.70
Registration Query	11	2.00	18.69
Shots Fired	1	0.18	18.87
Stranded Motorist	9	1.63	20.51
Suspicious Activity	5	0.91	21.42
Suspicious Person	1	0.18	21.60
Suspicious Vehicle	8	1.45	23.05
Theft of Property	1	0.18	23.23
Traffic Contr/Hazard	6	1.09	24.32
Traffic Stop	416	75.50	99.82
Unwanted Person	1	0.18	100.00
	551	**100.00**	

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Response Volume per Response Type

From : null 00:00:00 **To :** null 23:59:59
Agency: OUT OF COUNTY

Number of Responses : 73

Response Type	Number of Responses	Percentage (%)	Cumulative (%)
911 Hang up	6	8.22	8.22
Accident - Injury	4	5.48	13.70
Accident - No Injury	1	1.37	15.07
Ambulance	24	32.88	47.95
Animal Control Response	3	4.11	52.05
Attempt Pickup	1	1.37	53.42
Attempted Auto Burglary	1	1.37	54.79
Burglary	1	1.37	56.16
Civil Matter	1	1.37	57.53
Fire Call	2	2.74	60.27
Follow Up	1	1.37	61.64
Get Personal Items	1	1.37	63.01
Information	12	16.44	79.45
Injury - Accidental	1	1.37	80.82
Juvenile Complaint	1	1.37	82.19
Lifting Asst	1	1.37	83.56
Reckless Driver	2	2.74	86.30
Shots Fired	4	5.48	91.78
Suspicious Activity	2	2.74	94.52
Theft of Property	1	1.37	95.89
Threats Made	1	1.37	97.26
Unwanted Person	1	1.37	98.63
Vandalism	1	1.37	100.00
	73	100.00	

Call Summary

Fayette County Sheriffs Department

705 Justice Drive

Somerville, TN 38068 County: Fayette

Year: 2019

Agency Affiliation Sheriff

Report Date:	02/01/2019 02:03:23
Report Date From:	01/01/2019
Report Date To:	01/31/2019
Period Group:	Month
Call Type:	Administrative
Abandoned Filters:	Include Abandoned
NSI Filters:	NSI Included in 911 Totals
Agency Affiliation:	All

		January 2019	Total
Administrative	Inbound	4720	4720
	Abandoned	544	544
	Outbound	2963	2963
	Unparsed	0	0
	Total	8227	8227
	Avg Call Duration	76.3	76.3
	Total	8227	8227

Call Summary

Fayette County Sheriffs Department

705 Justice Drive

Somerville, TN 38068 County: Fayette

Year: 2019

Agency Affiliation Sheriff

Report Date:	02/01/2019 02:03:23
Report Date From:	01/01/2019
Report Date To:	01/31/2019
Period Group:	Month
Call Type:	911 Calls
Abandoned Filters:	Include Abandoned
NSI Filters:	NSI Included in 911 Totals
Agency Affiliation:	All

		January 2019	Total
911	Inbound	1250	1250
	Abandoned	106	106
	Abandoned %	7.82%	7.82%
	Unparsed	0	0
	Total	1356	1356
	Avg Call Duration	85.7	85.7
	Total	1356	1356

Travel Policy Update – Extradition Expenses

TRAVEL POLICY TENNESSEE ONLY

1. Automobile expense: 47 cents per mile. If more than one employee or Official travel in the same automobile, only one can claim mileage.

2. Meals: a. $31.00 per day maximum – no receipts required for meals, no reimbursements for alcoholic beverages.
    1. $7.00 maximum breakfast.
    2. $9.00 maximum lunch.
    3. $15.00 maximum dinner.
    4. Tips may be added to meal cost, but total of meal and tip not to exceed meal maximum.
    5. If a meal is provided by the conference or hotel, no reimbursement for that meal will be made even if provided meal is not accepted by employee.

    b. To be eligible for breakfast meal, traveler must leave Somerville no less than one (1) hour prior to regular work starting time. To be eligible for dinner meal, traveler must not arrive in Somerville before one (1) hour after regular work day (i.e., regular work hours 9:00 a.m. to 5:00 p.m., breakfast allowed only when departure from Somerville is 8:00 a.m. or earlier and dinner only when return to Somerville is after 6:00 p.m.)

3. Lodging: a. Maximum of $60.00 base per day, or actual cost of non-conference hotel. 100% allowed for conference hotel.
    b. No personal phone call allowance.
    c. Parking charges allowed with receipt, except at street parking meter.
    d. Lodging receipt required.
    e. Maximum for baggage handling is $3.00, receipt not required.
    f. For out-of-town trips requiring overnight arrangements and the hotel is known, the employee shall request in writing, a check in the amount necessary payable to the hotel, and employee shall take to hotel. No sales tax will be paid

4. Registration Fees: Registration fees for approved conferences, conventions, seminars, meetings, etc., will be allowed including cost of official banquets and/or luncheons provided advance approval is secured from department head and/or Budget Director. However, no separate claim for corresponding meal will be allowed when the meal(s) are included in the registration fee.

6. Reimbursement Procedure: All county travel must be listed on a Travel Form. Forms must be turned in to the Mayor's office within 60 days of travel. No exceptions, incomplete forms will be returned.

7. Travel Advance: Advance payments for out-of-pocket expenses may be made to employees, Officials and members of Boards, upon advance written request of the Officials or Department Heads. Travel advances must be reconciled on Official's Travel Form, no later than five (5) working days from return to Fayette County.

8. Extradition Travel: The safety of the Deputy(ies) and Prisoner(s) and maintaining custody of said Prisoner(s) take precedence over the reimbursement amounts above. The Sheriff should document and approve or disallow expenses that exceed the listed amounts in writing on the reconciliation form. The County Commission may request justification from the Sheriff for expenditures that exceed the listed amounts. This does not exempt the Sheriff from adhering to budgetary limitations on Travel.

DRAFT

Budget Amendment – 101 – Juvenile Court Request

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 26th day of February, 2019, 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 18/19
February 2019

Adjustment to Reserve Accounts:		**DECREASE**	**INCREASE**
34520	Restricted for Administration of Justice	$ 5,000.00	
	Subtotal-34520	**$ 5,000.00**	
Adjustment to Expenditure Accounts:		**DECREASE**	**INCREASE**
53320	Development		
317	Consultants		$ 5,000.00
	Subtotal-53320		**$ 5,000.00**
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:			**$ 5,000.00**
Prior Estimated Expenditures			**$ 18,139,677.03**
Total Estimated Expenditures this Amendment			**$ 18,144,677.03**
Projected Fund Balance before Amendment			**$ 4,717,444.36**
Change in Fund Balance this Amendment			**$ 0.00**
Estimated Ending Fund Balance as of June 30, 2019			**$ 4,717,444.36**

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 26th day of February, 2019, 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 18/19
February 2019

Adjustment to Revenue Accounts:		**INCREASE**	**DECREASE**
45530	Sale of Equipment	$ 3,750.00	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:		**$ 3,750.00**	

Adjustment to Expenditure Accounts:		**DECREASE**	**INCREASE**
51710	Development		
308	Consultants	$ 4,500.00	
709	Data recovery		$ 4,500.00
	Subtotal-51710	**$ 4,500.00**	**$ 4,500.00**
53330	Drug Court		
320	Dues & Memberships	$ 100.00	
432			$ 100.00
	Subtotal-53330	**$ 100.00**	**$ 100.00**
54110	Sheriff's Department		
110	Lieutenant(s)		$ 26,716.00
115	Sergeant(s)	$ 26,716.00	
	Subtotal-54110	**$ 26,716.00**	**$ 26,716.00**
54210	Jail		
110	Lieutenant(s)	$ 29,200.00	
148	Dispatchers	24,000.00	
160	Guards	90,550.00	
187	Overtime Pay		$ 70,000.00
335	Maintenance & Repair Services – Buildings		75,000.00
355	Travel		600.00
716	Law Enforcement Equipment		150.00
790	Other Equipment	2,000.00	
	Subtotal-54210	**$ 145,750.00**	**$ 145,750.00**
54310	Fire Department		

599	Other Charges		$ 3,750.00
	Subtotal-54310		**$ 3,750.00**
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		**$ 177,066.00**	**$ 180,816.00**
Prior Estimated Expenditures			**$ 18,139,677.03**
Total Estimated Expenditures this Amendment			**$ 18,143,427.03**
Projected Fund Balance before Amendment			**$ 4,717,444.36**
Change in Fund Balance this Amendment			**$ 0.00**
Estimated Ending Fund Balance as of June 30, 2019			**$ 4,717,444.36**

Budget Amendment – 101 – Juvenile Court Request

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 26th day of February, 2019, 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 18/19
February 2019

Adjustment to Reserve Accounts:		**DECREASE**	**INCREASE**
34520	Restricted for Administration of Justice	$ 5,000.00	
	Subtotal-34520	**$ 5,000.00**	
Adjustment to Expenditure Accounts:		**DECREASE**	**INCREASE**
53320	Development		
317	Consultants		$ 5,000.00
	Subtotal-53320		**$ 5,000.00**
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:			**$ 5,000.00**
Prior Estimated Expenditures			**$ 18,139,677.03**
Total Estimated Expenditures this Amendment			**$ 18,144,677.03**
Projected Fund Balance before Amendment			**$ 4,717,444.36**
Change in Fund Balance this Amendment			**$ 0.00**
Estimated Ending Fund Balance as of June 30, 2019			**$ 4,717,444.36**

Budget Amendment - 101 – Health Department Grant Adjustment

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 26th day of February, 2019, 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 18/19
February 2019

Adjustment to Revenue Accounts:		**INCREASE**	**DECREASE**
46310	Health Department Programs	$ 5,000.00	
	Subtotal-46310	**$ 5,000.00**	
Adjustment to Expenditure Accounts:		**DECREASE**	**INCREASE**
55160	Dental Health Program		
131	Medical Professionals		$ 3,826.00
133	Paraprofessionals	$ 326.00	
186	Longevity Pay		1,500.00
	Subtotal-55160	**$ 326.00**	**$ 5,326.00**
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		**$ 326.00**	**$ 5,326.00**

Prior Estimated Expenditures	**$**	**18,139,677.03**
Total Estimated Expenditures this Amendment	**$**	**18,144,677.03**
Projected Fund Balance before Amendment	**$**	**4,717,444.36**
Change in Fund Balance this Amendment	**$**	**0.00**
Estimated Ending Fund Balance as of June 30, 2019	**$**	**4,717,444.36**

Litter Grant Application Resolution

RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR A LITTER AND TRASH COLLECTING GRANT FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE ACCEPTANCE OF SAID GRANT

WHEREAS, the County of Fayette intends to apply for the aforementioned grant, from the Tennessee Department of Transportation; and

WHEREAS, the contract for the grant will impose certain legal obligations upon the County of Fayette.

NOW, THEREFORE, BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular session assembled on this 26th day of February, 2019, in the Bill G. Kelley Criminal Justice Complex in Somerville, Tennessee.

1. That Rhea Taylor is authorized to apply on behalf of Fayette County, for a litter and trash collecting grant from the Tennessee Department of Transportation for fiscal year 2019-20.
2. That should said application be approved by the Tennessee Department of Transportation, then Rhea Taylor is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the litter and trash collecting grant by Fayette County.

Approved at the regular meeting held on the 26th day of February, 2019

_____ _____

Rhea Taylor, Fayette County Mayor Sue Culver, County Clerk

Date: _____ Date: _____

Contract in Lieu of Performance Bonds – Landfill

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Division of Financial Assurance & Business Process Improvement
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 10th Floor
Nashville, TN 37243
(615) 532-0851

January 18, 2019

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

RE: 2019 Annual Inflation Adjustment of the Financial Assurance for the ***Fayette County Landfills,*** Permit Nos. ***DML240000080*** and ***SNL240000079*** as required by the Regulations of the Division of Solid Waste Management

Dear Mayor Taylor:

All county and municipal "Contracts in Lieu of Performance Bonds" must be adjusted annually for inflation by no later than the anniversary date of the issuance of the contract.

Rule Chapters 0400-12-01-.06(8) and 0400-11-01-.03(3) state that the inflation adjustment may be made by recalculating the closure and/or post-closure cost estimate in current dollars or by using an inflation factor derived from the most recent Implicit Price Deflator for the Gross National Product published by the U. S. Department of Commerce in its Survey of Current Business.

The staff of the Division of Financial Assurance & Business Process Improvement, utilizing data published by the U. S. Department of Commerce, has projected the inflation factor to be used for **2019** inflation adjustments as ***2.30%.*** The amount of your financial assurance instrument(s) from the **Year 2018** must be multiplied by ***1.0230.*** The permitted facility and/or the Department may reserve the right to adjust this figure later based upon revised data released by the U. S. Department of Commerce during the year.

Effective immediately, any County or Municipal Contract in Lieu of Performance Bond incurring an annual inflation adjustment shall not be processed by amendment until the cumulative amount of the adjustment(s) equals or exceeds TEN THOUSAND DOLLARS ($10,000.00). This is a change from the previous threshold of Five Thousand Dollars ($5,000.00). For example, if the inflation adjustment is $4,000.00 in year one, $5,000.00 in year two, and $6,000.00 in year three, the amendment will be processed in year three when the total of adjustments exceeds $10,000.00. We will continue to send your inflation adjustment figures annually for your records whether or not a contract amendment is required.

Please review the amount(s) for each permit listed below. If any changes or modifications to your permit(s) have occurred, please contact us as soon as you receive this letter. The due date(s) and projected amount(s) for the inflation adjustment(s) of your financial instrument(s) are as follows:

2019 Inflation Adjustment(s)

Facility Permit No.	Financial Instrument Type & No.	Financial Instrument Anniversary Due Date	Present Amount of Financial Assurance On File	Inflation Adjustment/ Increase Required	Inflation Adjustment and Allowable Post-Closure Reduction	Total Required Amount of Financial Assurance
DML240000080	Contract	03/30/19	$ 172,401.33	$ 7,139.82	$ 0.00	$ 179,541.15
SNL240000079	Contract	05/18/19	$ 443,909.53	$ 0.00	$ 65,669.31	$ 378,240.22

Please see the attached spreadsheets, which list in detail the amount of financial assurance required due to the **2019** annual inflation adjustment and/or post closure reduction (if applicable) for your permit(s). The spreadsheets also list the current amount of financial assurance on file for each permit.

PLEASE NOTE

(1) If you have been advised by the TDEC Field Office that the required post-closure activities at a permitted site listed herein have not been performed to the satisfaction of the Field Office Staff, do not reduce your financial assurance instrument until the Field Office has approved the performance of the required post-closure work.

Please submit the inflation adjusted financial instrument(s) to the Division of Financial Assurance & Business Process Improvement to my attention at the address listed on the letterhead as indicated above. If you have any questions, please call me at (615) 532-8571, or you may email me at Debra.Long@tn.gov.

Very Respectfully,

Debra F. Long

Debra F. Long, Financial Analyst

CC: Herb Nicholson. Manager of Solid Waste Management, Memphis Field Office, TDEC

Enclosures: Customer Information Data Sheet, Summary Spreadsheet, Detailed Financial Assurance Information

https://www.tn.gov/environment/about-tdec/fin-financial-responsibility.html

Amendment of Contract in Lieu of Performance Bond

Whereas, ***Fayette County*** and the State of Tennessee Department of Environment and Conservation, entered into a Contract in Lieu of Performance Bond for proper operation and closure and/or post-closure of the ***Fayette County Sanitary Landfill,*** Permit Number ***SNL240000079***; and

Whereas, said contract included a provision allowing the Commissioner of Environment and Conservation to collect up to **$ 443,909.53** from any funds being disbursed or to be disbursed from the State to ***Fayette County*** as financial assurance for said proper operation, closure and post-closure; and

Whereas, the State and ***Fayette County,*** desire to change the amount of said financial assurance from **$ 443,909.53** to **$ 378,240.22.**

Paragraph 3 of the Agreement in Lieu of Performance Bond is amended as follows:

The figure "**$ 443,909.53**" is deleted and the figure "**$ 378,240.22**" is substituted in lieu thereof.

Date of Amendment to Contract _____

(Must have date of Official's signature)

_____
Commissioner
Department of Environment
& Conservation

_____
Title: ***Mayor***
For: ***Fayette County***

_____
Commissioner
Department of Finance
& Administration

_____
Title: _____
For: _____

_____
Title: _____
For: _____

(Please Type or Complete Form in Ink and Submit **Three (3)** Signed Originals of the Document)

Amendment of Contract in Lieu of Performance Bond

Whereas, ***Fayette County*** and the State of Tennessee Department of Environment and Conservation, entered into a Contract in Lieu of Performance Bond for proper operation and closure and/or post-closure of the ***Fayette County Demolition Landfill,*** Permit Number ***DML240000080***; and

Whereas, said contract included a provision allowing the Commissioner of Environment and Conservation to collect up to **$ 172,401.33** from any funds being disbursed or to be disbursed from the State to ***Fayette County*** as financial assurance for said proper operation, closure and post-closure; and

Whereas, the State and ***Fayette County,*** desire to change the amount of said financial assurance from **$ 172,401.33** to **$ 179,541.15.**

Paragraph 3 of the Agreement in Lieu of Performance Bond is amended as follows:

The figure "**$ 172,401.33**" is deleted and the figure "**$ 179,541.15**" is substituted in lieu thereof.

Date of Amendment to Contract _____

(Must have date of Official's signature)

_____
Commissioner
Department of Environment
& Conservation

_____
Title: ***Mayor***
For: ***Fayette County***

_____
Commissioner
Department of Finance
& Administration

_____
Title: _____
For: _____

_____
Title: _____
For: _____

Please Type or Complete Form in Ink and Submit **Three (3)** Signed Originals of the Document)

OPEB – Pre-65 Retiree Coverage Election Form

STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
BENEFITS ADMINISTRATION
312 Rosa L. Parks Avenue
Suite 1900 William R. Snodgrass Tennessee Tower
Nashville, Tennessee 37243-1102
Phone (615) 741-3590 or (800) 253-9981
FAX (615) 253-8556

Laurie Lee
EXECUTIVE DIRECTOR

January 18, 2019

MEMO TO: Local Government Plan Agency Directors and Fiscal Officers

FROM: Laurie Lee

RE: OPEB: **Local Government Agency--Retiree Coverage Election Form**

As you know from my prior emails, new rules adopted by the Governmental Accounting Standards Board (GASB – and similarly FASB) require public agencies to *report certain Other Postemployment Benefits (OPEB) liabilities on their balance sheets if they have retirees in the State Insurance Plan and/or if active employees are eligible to continue coverage as retirees.*

Many participating local government agencies have indicated that they do not want to incur this OPEB liability, as they do not have retirees on the Plan and do not want to make retiree coverage available to their members in the future. On the other hand, many agencies want to offer the retiree health option in order to recruit and retain employees. Therefore, at its January 17, 2019 meeting, the Local Government Insurance Committee approved final Plan Document language to permit current and new agencies to either opt in or opt out of the Plan's pre-65 retiree health for their eligible members as outlined below.

The Plan Document changes now permit agencies to either:

1. opt in to retiree coverage, or
2. opt out of retiree coverage, or
3. opt out relative to active employees only, while continuing to offer retiree coverage to those retirees on the Plan as of the effective date of the opt out.

Going forward, **each agency must select one of the three retiree health options above and inform Benefits Administration of its decision as outlined in the attached Local Government Agency Retiree Coverage Election Form no later than March 31, 2019.**

- If opting in now, your agency can opt out at a later date.
- Once opted out, however, your agency cannot opt back in for retiree health insurance later.

If your agency does not notify Benefits Administration of your decision on the attached form by March 31, 2019, your eligible employees can continue to enroll in the State's pre-65 retiree health insurance program until the selection time next year. Please note that if your agency selects option 1 (or does not notify Benefits Administration of your selection), your agency will have an OPEB liability associated with your existing retirees in the Plan and for your active employees eligible for future retiree coverage. If your agency selects option 3, your agency will have an OPEB obligation associated with those existing retirees who continue in the Plan.

Please carefully review the attached information and the key points below:

- **An agency which has not submitted the Election Form by March 31, 2019, will be treated as having chosen option number one (1), which is the election to "opt in" to continue to offer retiree health insurance to all eligible active employees and current retirees.**
- Your agency is responsible for securing any necessary board, commission, governing body or other authorization, if needed, prior to submitting the Election Form. Your agency is also responsible for communicating all decisions regarding retiree coverage to your employees and retirees.
- The Election Form must identify the local government agency, be signed by the local government agency head and fiscal officer and clearly designate an election of one of the three available options.
- An opt-in election will be effective for the OPEB liability determination for the entire upcoming state fiscal year ending June 30 and an agency will not be permitted to change its retiree coverage status until the selection time for the next fiscal year.
- The completed and signed form should be returned by email to Benefits.Administration@tn.gov by March 31, 2019.

For your information, here are links to the current **2019 Local Government Plan Document** (the section that pertains to the eligibility of service retirees is 4.06) and the current **Guide to Continuing Insurance at Retirement for Local Government**.

- https://www.tn.gov/content/dam/tn/finance/fa-benefits/documents/lgpd2019.pdf
- https://www.tn.gov/content/dam/tn/finance/fa-benefits/documents/retirement_guide_lg_2019.pdf

If you have questions, please contact us at Benefits.Administration@tn.gov.

Thank you.

CC: Agency Director, Fiscal Officer, Agency Benefits Coordinator

Attachment: **Local Government Agency--Retiree Coverage Election Form**

Division of Benefits Administration
Local Government Agency--Retiree Coverage Election Form

On January 17, 2019, the Local Government Insurance Committee adopted final amendments to the Plan Document that allow each local government agency to decide whether or not to offer the State Insurance Plan's pre-65 retiree health coverage to its members. Each agency has the choice to either (1) "opt in" and continue to offer retiree coverage to its active employees and retirees; (2) "opt out" and no longer offer retiree coverage to its active employees or its current retirees; or (3) "opt out" on a limited basis and no longer offer retiree coverage to its active employees, but continue to offer retiree coverage to retirees having health insurance coverage on the Plan beginning on or before June 1 of the year in which the agency signs this Election Form. This form must be filled out and returned by each agency to record its choice of one of these three options.

- An agency election to opt out of offering retiree health coverage will also prohibit the agency from offering retiree vision coverage, if applicable, because a retired person may not be enrolled in retiree vision coverage unless they are also enrolled in retiree health coverage.
- The agency is responsible for securing any necessary board, commission or governing body authorization, if needed, prior to submitting the Election Form.
- The agency is also responsible for communicating all decisions regarding retiree coverage to its employees and retirees.

Terms and Conditions

1. Page Two of this form must be returned to the Division of Benefits Administration on or before March 31, 2019. The form must identify the local government agency, be signed by the local government agency head and fiscal officer, and clearly designate an election of one of the three available options. **An agency which has not submitted a form by the required date will be treated as having chosen option number one (1), which is the election to "opt in" to continue to offer retiree health insurance to all eligible active employees and current retirees.** The opt-in election will be effective June 30 of the year in which the election form is signed. Such election is binding for the Other Postemployment Benefits (OPEB) liability determination for the entire upcoming state fiscal year ending June 30, and will continue to be effective until such election is changed in writing at the time designated for submitting such notice. The agency will not be permitted to change its retiree coverage status until the selection period for the following fiscal year.

2. An agency's choice to opt out and no longer offer retiree coverage to its active employees or to its active employees and retirees is irrevocable. An agency which has elected either option number two (2) or three (3) above will not be permitted to offer retiree health coverage (or retiree vision coverage) after June 30 of the year in which the agency signs the Election Form, except to retirees having insurance coverage on the retiree plan effective on or before June 1 of that year if option three (3) is selected.

3. Neither the Local Government Insurance Committee nor the Division of Benefits Administration is responsible for the determination of an agency's total OPEB liability as prescribed by the statements of the Government Accounting Standards Board (GASB) or Financial Accounting Standards Board (FASB). Benefits Administration valuations of OPEB liability are limited to plans administered by Benefits Administration. Agencies are responsible for the valuation of OPEB benefits not offered by Benefits Administration. Each agency's management is strongly urged to consult with its independent auditors to ensure the proper and complete reporting of its OPEB liability.

4. Individual agencies may have a binding legal obligation, through local ordinance, resolution, contract or other arrangement, to offer retiree health insurance coverage to some or all of its retirees. Each agency must determine whether or not such obligation exists and neither the Insurance Committee nor Benefits Administration will provide advice regarding whether such obligation exists. This is a legal issue and each agency is strongly urged to consult with its legal counsel. If an agency elects option two (2) or three (3), it will bear all risks of a legal challenge to this decision, including any damages that may be awarded. An agency that opts out will not be allowed to return to retiree health or vision coverage under the Local Government Plan even if it is determined that it has a legal obligation to continue to offer retiree coverage.

ELECTION

Local Government Agency_____ hereby makes the following election concerning health insurance coverage for retirees under the Local Government Insurance Plan:

[ ] OPT IN (1) This agency elects to continue to offer pre-65 retiree health insurance coverage under the Local Government Insurance Plan to all eligible active employees and retirees. We understand that this decision is effective as of June 30 of the year in which this election form is signed, that it is binding for the OPEB liability determination for the upcoming fiscal year ending June 30, and that we will be given another opportunity to choose whether or not to continue to offer retiree coverage for the following fiscal year. We understand that our election to opt in will continue to be effective until such election is changed in writing at the time designated for submitting such notice. We further understand that the agency is responsible for communicating all decisions regarding retiree coverage to its employees and retirees.

[ ] OPT OUT (2) This agency elects to no longer offer pre-65 retiree health insurance coverage and retiree vision insurance (if applicable) under the Local Government Insurance Plan to our active employees or to our retirees. We understand that this means that no current employees or retirees will be eligible for retiree health or vision coverage as of June 30 of the year in which this election form is signed. We understand and acknowledge that we have been advised to consult legal counsel concerning this decision. We acknowledge that this election to opt out is permanent, and that this agency is not permitted to offer retiree health or vision coverage under the state insurance plan after June 30 of the year of the agency's election to opt out. We further understand that the agency is responsible for communicating all decisions regarding retiree coverage to its employees and retirees.

[ ] **LIMITED** OPT OUT WITH CONTINUED COVERAGE FOR CURRENT RETIREES (3) This agency elects to opt out of offering pre-65 retiree health insurance coverage and retiree vision insurance (if applicable) under the Local Government Insurance Plan to our active employees, but to continue to offer retiree health coverage and retiree vision coverage (if applicable) to all current retirees.

We understand that this means that no active employees will be eligible for retiree health or vision coverage (if applicable) as of June 30 of the year in which this election form is signed, but that all retirees having insurance coverage on the retiree plan effective on or before June 1 of that year will remain eligible to continue retiree coverage subject to Plan rules. We understand that coverage starts on the first day of the month and that June 1 of the year in which this election form is signed is the last effective date which will qualify a retiree as a current retiree eligible to continue coverage prior to the June 30 opt out date.

We understand and acknowledge that we have been advised to consult legal counsel concerning this decision. We acknowledge that this agency is not permitted to offer retiree health or vision coverage under the State Insurance Plan to active employees after June 30 of the year of the agency's election to opt out. However, an agency may elect to opt out of continuing coverage for current retirees by timely submitting an election for option two (2) in a subsequent plan year. We further understand that the agency is responsible for communicating all decisions regarding retiree coverage to its employees and retirees.

_____
Name of Local Government Agency

_____ _____
Head of Agency (printed name/signature) REQUIRED DATE

_____ _____
Fiscal Officer (printed name/signature) REQUIRED DATE

Check one option box, sign the form, and return by email to Benefits.Administration@tn.gov by March 31st, 2019.

Delinquent Tax Attorney Letter – Discussion

Fayette County Trustee

Barbra Parker

DATE: January 1, 2019

TO: Rhea Taylor, Fayette Co. Mayor

RE: Delinquent Tax Attorney

Please be advised that I have appointed Matthews, Rhea & Neill, PLLC Law Firm of Somerville, TN as our Fayette County Delinquent Tax/Bankruptcy Attorneys. They are to collect the delinquent property taxes turned over to the Chancery Court and assist the Trustee and Clerk and Master in filing Bankruptcy claims.

I request Matthews, Rhea & Neill Law Firm's fee remain at 10% of the base amount of the delinquent property taxes collected by them.

Sincerely,

Barbra Parker,
Fayette County Trustee

Travel Policy Update – Extradition Expenses

TRAVEL POLICY TENNESSEE ONLY

1. Automobile expense: 47 cents per mile. If more than one employee or Official travel in the same automobile, only one can claim mileage.

2. Meals: a. $31.00 per day maximum – no receipts required for meals, no reimbursements for alcoholic beverages.
    1. $7.00 maximum breakfast.
    2. $9.00 maximum lunch.
    3. $15.00 maximum dinner.
    4. Tips may be added to meal cost, but total of meal and tip not to exceed meal maximum.
    5. If a meal is provided by the conference or hotel, no reimbursement for that meal will be made even if provided meal is not accepted by employee.

    b. To be eligible for breakfast meal, traveler must leave Somerville no less than one (1) hour prior to regular work starting time. To be eligible for dinner meal, traveler must not arrive in Somerville before one (1) hour after regular work day (i.e., regular work hours 9:00 a.m. to 5:00 p.m., breakfast allowed only when departure from Somerville is 8:00 a.m. or earlier and dinner only when return to Somerville is after 6:00 p.m.)

3. Lodging: a. Maximum of $60.00 base per day, or actual cost of non-conference hotel. 100% allowed for conference hotel.
    b. No personal phone call allowance.
    c. Parking charges allowed with receipt, except at street parking meter.
    d. Lodging receipt required.
    e. Maximum for baggage handling is $3.00, receipt not required.
    f. For out-of-town trips requiring overnight arrangements and the hotel is known, the employee shall request in writing, a check in the amount necessary payable to the hotel, and employee shall take to hotel. No sales tax will be paid

4. Registration Fees: Registration fees for approved conferences, conventions, seminars, meetings, etc., will be allowed including cost of official banquets and/or luncheons provided advance approval is secured from department head and/or Budget Director. However, no separate claim for corresponding meal will be allowed when the meal(s) are included in the registration fee.

6. Reimbursement Procedure: All county travel must be listed on a Travel Form. Forms must be turned in to the Mayor's office within 60 days of travel. No exceptions, incomplete forms will be returned.

7. Travel Advance: Advance payments for out-of-pocket expenses may be made to employees, Officials and members of Boards, upon advance written request of the Officials or Department Heads. Travel advances must be reconciled on Official's Travel Form, no later than five (5) working days from return to Fayette County.

8. Extradition Travel: The safety of the Deputy(ies) and Prisoner(s) and maintaining custody of said Prisoner(s) take precedence over the reimbursement amounts above. The Sheriff should document and approve or disallow expenses that exceed the listed amounts in writing on the reconciliation form. The County Commission may request justification from the Sheriff for expenditures that exceed the listed amounts. This does not exempt the Sheriff from adhering to budgetary limitations on Travel.

DRAFT

Ambulance Reports

- **Run Report**
- **Unavailable Report**
- **Collections Report**
- **90% Response Time Report**
- **Budget Report**

FIRE DISTRICT		JUL	2018		AUG	2018		SEP	2018		OCT	2018		NOV	2018		DEC	2018
AVERAGE ROLLING RESPONSE	90TH %	AVE	CALLS	90TH %	AVE	CALLS	90TH %	AVE	CALLS	90TH %	AVE	CALLS	90TH %	AVE	CALLS	90TH %	AVE	CALLS
SOMERVILLE	12.51	6.36	111	15.22	7.31	117	18.26	8.30	108	15.09	8.00	115	14.09	7.14	108	12.50	6.55	126
BRADEN	16.49	15.16	8	19.36	14.49	15	21.33	19.26	20	23.00	20.31	12	21.34	16.51	18	25.00	19.40	11
PIPERTON	9.00	6.52	11	11.50	8.29	12	13.00	10.59	12	17.00	10.05	15	20.52	10.37	15	8.00	8.41	14
OAKLAND	15.40	7.05	98	14.00	7.00	84	14.57	8.41	80	15.15	7.46	68	13.07	6.27	77	12.46	6.27	84
GALLAWAY	23.00	18.14	19	23.00	16.43	20	20.00	16.59	28	19.28	17.29	13	24.00	17.27	13	19.22	16.45	15
ROSSVILLE	11.00	7.31	14	7.58	5.20	23	16.00	6.29	17	7.05	4.46	11	19.33	11.04	19	18.59	9.30	18
WILLISTON	21.34	12.32	16	21.00	16.45	10	18.36	15.10	6	14.55	12.56	4	15.00	11.47	9	17.16	12.50	9
LAGRANGE	24.00	18.27	11	23.18	21.51	2	19.00	17.51	5	13.00	13.00	2	16.36	16.16	4	14.45	14.45	2
MOSCOW	15.00	11.12	24	20.04	14.32	18	21.05	13.58	24	18.39	14.06	21	17.35	14.25	23	14.00	12.50	12
WEST FAYETTE	10.00	5.23	14	14.32	9.33	14	13.00	10.37	9	12.27	10.37	9	9.16	5.48	13	17.00	10.12	26
MACON	10.34	9.47	17	14.05	9.49	15	13.31	10.03	13	19.00	11.29	20	14.09	10.27	11	11.00	9.53	12
NORTH FAYETTE	13.55	10.54	14	17.28	15.12	17	24.00	15.56	14	27.00	14.48	18	15.39	12.14	27	23.04	14.46	15
NORTH EAST	14.48	14.26	9	33.19	20.44	7	23.11	18.31	7	17.18	14.57	11	35.00	18.49	15	17.22	15.04	9
HICKORY WITH	17.47	12.05	29	20.00	13.20	20	17.00	12.48	25	14.26	10.33	19	17.33	11.15	32	19.48	13.21	31
DISTRICT 15	19.13	19.53	10	17.45	15.48	8	11.07	11.07	2	16.31	15.15	8	13.00	12.09	3	33.34	19.30	4
HARDEMAN COUNTY	0.00	0.00	0	0.00	0.00	1	28.40	16.43	4	0.00	0.00	0	26.40	26.40	1	34.49	27.19	2
SHELBY COUNTY	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0
TIPTON COUNTY	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0.00	39.00	39.00	1	0.00	0.00	0	0.00	0.00	0
OTHER	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0	24.19	24.19	1
HAYWOOD COUNTY	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0.00	23.24	23.24	2	0.00	0.00	0	0.00	0.00	0
			405			383			374			349			388			391

FIRE DISTRICT		JAN	2019		FEB	2019		MAR	2019		APR	2019		MAY	2019		JUN	2019
AVERAGE ROLLING RESPONSE	90TH %	AVE	CALLS	90TH %	AVE	CALLS	90TH %	AVE	CALLS	90TH %	AVE	CALLS	90TH %	AVE	CALLS	90TH %	AVE	CALLS
SOMERVILLE	14.00	6.54	116															
BRADEN	24.00	19.08	21															
PIPERTON	19.00	10.45	14															
OAKLAND	14.00	7.38	95															
GALLAWAY	21.59	17.07	21															
ROSSVILLE	20.19	11.05	27															
WILLISTON	11.00	10.41	14															
LAGRANGE	14.00	14.01	1															
MOSCOW	17.57	13.18	34															
WEST FAYETTE	18.05	13.25	12															
MACON	14.37	11.29	17															
NORTH FAYETTE	16.47	13.36	15															
NORTH EAST	18.57	13.52	11															
HICKORY WITH	17.24	14.15	32															
DISTRICT 15	10.00	10.00	1															
HARDEMAN COUNTY	20.30	20.30	1															
SHELBY COUNTY	0.00	0.00	0															
TIPTON COUNTY	0.00	0.00	0															
OTHER	0.00	0.00	0															
HAYWOOD COUNTY	0.00	0.00	0															
			432															

	OUT OF AMBULANCES		
	2018-2019	OUT	NO AVAIL
	JULY	28	9
	AUGUST	24	5
	SEPTEMBER	31	8
	OCTOBER	37	11
	NOVEMBER	29	9
	DECEMBER	13	1
	JANUARY		
	FEBRUARY		
	MARCH		
	APRIL		
	MAY		
	JUNE		
	2017-2018	OUT	NO AVAIL
	JULY	23	2
	AUGUST	29	5
	SEPTEMBER	36	10
	OCTOBER	35	5
	NOVEMBER	27	2
	DECEMBER	36	5
	JANUARY	67	15
	FEBRUARY	17	3
	MARCH	21	2
	APRIL	20	3
	MAY	40	8
	JUNE	33	12

Fayette County Ambulance EOM Reporting	COMMISSION						
Summary Report on Outstanding Revenue and Collections							
2018-2019 Report							
January-19							
		YTD 2018-19	Monthly (This Year)		Monthly (Last Year)		
				January-19			January-18
Beginning A/R (July 1 2018)		$ 735,788.57		$ 942,787.55			$ 824,020.33
	Charges	$ 2,072,719.15		$ 360,510.06			$ 300,907.57
	Contractual Adjustments	$ (765,990.43)		$ (152,525.88)			$ (92,599.46)
Gross Net Changes *(Charges minus Contractual Adjustments)*	$ 1,317,424.43		$ 207,984.18		$ 232,233.71		
					$ -		
Courtesy Discounts	$ (1,206.73)		$ (868.69)		$ -		
Bad Debt Write Off	$ (143,719.93)		$ 925.34		$ (185,303.20)		
Bankruptsy	$ (5,121.33)		$ (1,356.04)		$ -		
Misc Adjustments	$ (12,846.38)		$ (4,737.23)		$ 5.25		
Adjusted Charges *(Bankruptsy, Non-transports, Bad Debt Write-offs, etc.)*	$ 1,154,530.06			$ 201,947.56			$ 46,935.76
					$ -		
Insurance Refunds	$ -		$ -		$ -		
Patient Refunds	$ -		$ -		$ -		
Returned Checks	$ -		$ -		$ -		
Total Refunds *(Insurance, Patient, Returned Checks)*	$ -			$ -			$ -
Insurance Payments	$ (853,989.62)		$ (175,509.35)		$ (101,923.09)		
Patient Payments	$ (80,094.70)		$ (12,991.45)		$ (9,102.36)		
Bad Debt Recovery	$ (7,842.53)		$ (913.01)		$ (2,158.58)		
Total Payments *(Insurance, Patients, Bad Debt Recovery)*	$ (941,926.85)		$ (189,413.81)		$ (113,184.03)		
Net Payments *(Insurance, Patients)*	$ (934,084.32)			$ (188,500.80)			$ (111,025.45)
Ending A/R		$ 956,234.31		$ 864,815.65			$ 759,930.64
Beginning Collections Amount		$ 1,108,374.31		$ 3,506,933.94			$ 2,910,092.77
Accounts Sent to Collection	$ 153,432.78		$ (523.50)		$ 184,776.61		
Adjustments	$ (9,712.85)		$ (401.84)		$ (285.16)		
Bad Debt Recovery	$ (7,842.53)		$ (913.01)		$ (2,158.58)		
Ending Accounts in Collections		$ 1,244,251.71		$ 3,505,095.59			$ 3,092,425.64
Annual Averages							
Avg Charge/Transport	$ 6,556.73		$ 919.67		$ 942.04		
Avg Charge/Revenue	$ 382.72		$ 535.07		$ 329.02		
9-1-1 Information *(not from billing company)*							
Total Calls	2716		432		397		
Total Transports	2111		325		344		
Out of Ambulances	162		0		67		
Calls Waiting	43		0		15		
Aged Account (Days)	Beginning of Current Year		Monthly (This Year)		Monthly (Last Year)		
Current	$ 1,681,083	203%	$ 256,200.57	37%	$ 284,970.33	**37.50%**	
31-60	$ 86,974	11%	$ 81,713.21	13%	$ 98,046.53	**12.90%**	
61-90	$ 89,077	11%	$ 82,352.00	9%	$ 71,728.57	**9.44%**	
91-120	$ 69,090	8%	$ 73,658.33	8%	$ 63,407.79	**8.34%**	
121-150	$ 52,366	6%	$ 58,635.10	4%	$ 29,550.36	**3.89%**	
151-180	$ 16,120	2%	$ 62,364.02	3%	$ 23,984.08	**3.16%**	
>180	$ 253,400	31%	$ 341,311.08	25%	$ 188,242.43	**24.77%**	
TOTAL >>>>>>>>>>>>>>>>>>>>>>>>	**$ 828,309**		**$ 956,234.31**		**$ 759,930.09**		

ANALYTICS

Average Rolling Response Time

EDITED

Custom Jan 1, 2019 - Jan 31, 2019

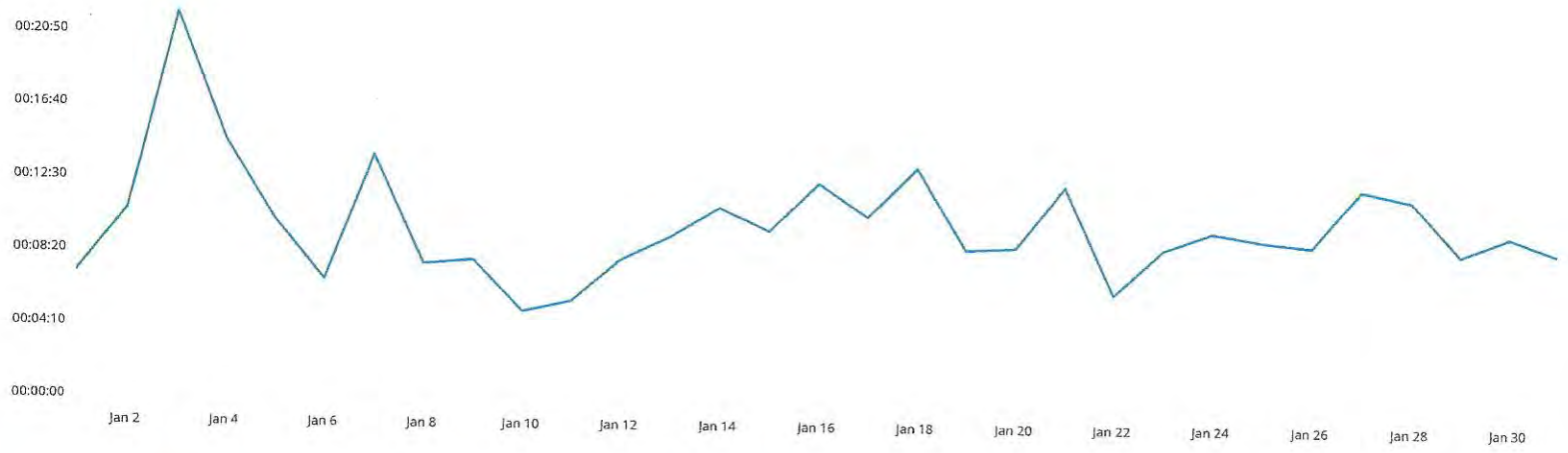
Filters Trend Lines

10:23
MM:SS
Average Rolling Response Time

19:00
MM:SS
90th Percentile Rolling Response Time

31
DAYS
In Selected Time Slice

328
UNIT RESPONSES
In Selected Time Slice



Counts % Rows % Columns % All

Week Ending	1/6/19	1/13/19	1/20/19	1/27/19	2/3/19	2/10/19	2/17/19	2/24/19	3/3/19	3/10/19	3/17/19	3/24/19	3/31/19	Total
00:00 - 04:59	19	23	17	16	12	-	-	-	-	-	-	-	-	87
05:00 - 07:59	9	8	14	18	4	-	-	-	-	-	-	-	-	53
08:00 - 08:59	3	7	1	4	2	-	-	-	-	-	-	-	-	17
09:00 - 09:59	-	6	5	4	4	-	-	-	-	-	-	-	-	19
10:00 - 11:59	3	6	11	5	5	-	-	-	-	-	-	-	-	30
12:00 - 14:59	9	6	17	11	7	-	-	-	-	-	-	-	-	50
15:00 - 16:59	8	3	6	8	2	-	-	-	-	-	-	-	-	27

FAYETTE COUNTY AMBULANCE SERVICE

Revenues/Expenditures Report

2018-19 **YTD%: 58.33%**

CODE	DESCRIPTION	Actual Budget 2017-18	Amended Budget 2018-19	January Year-To-Date 2017-18	January Year-To-Date 2018-19	YTD percent of Budget
	REVENUE					
43120	Patient Charges	$ 1,250,000	$ 1,450,000	$ 761,635	$ 945,141	65.18%
	TOTAL	$ 1,250,000	$ 1,450,000	$ 761,635	$ 945,141	
	EXPENSES					
55130	*Ambulance Service*					
105	Director	$ 77,646	$ 73,542	$ 40,129	$ 38,185	51.92%
109	Captain(s)	$ 61,487	$ 58,922	$ 24,142	$ 23,609	40.07%
110	Lieutenant(s)	$ 115,735	$ 112,241	$ 43,476	$ 42,391	37.77%
161	Secretary	$ 35,135	$ 35,838	$ 19,554	$ 19,958	55.69%
164	Attendants	$ 629,225	$ 639,022	$ 329,000	$ 347,905	54.44%
169	Part-time Personel	$ 92,085	$ 105,060	$ 37,533	$ 30,984	29.49%
187	Overtime Pay	$ 423,084	$ 376,380	$ 214,604	$ 235,187	62.49%
196	In -Service Training	$ 3,000	$ 3,150	$ 120	$ -	0.00%
201	Social Security	$ 80,753	$ 87,058	$ 47,590	$ 49,193	56.51%
204	State Retirement	$ 48,202	$ 52,094	$ 21,923	$ 19,620	37.66%
205	Employee & Dep. Insurance	$ 175,816	$ 233,640	$ 91,370	$ 85,797	36.72%
210	Unemployment Compensation	$ -	$ -	$ -	$ -	0.00%
212	Employer Medicare	$ 18,886	$ 20,361	$ 11,130	$ 11,505	56.50%
302	Advertising	$ -	$ 2,000	$ -	$ 219	10.95%
307	Communication	$ 11,500	$ 11,622	$ 6,747	$ 5,078	43.69%
312	Contracts w/ Private Agencies	$ 15,000	$ 15,000	$ 15,000	$ 15,000	100.00%
318	Debt Collections	$ 115,251	$ 96,588	$ 56,073	$ 48,932	50.66%
320	Dues & Memberships	$ 600	$ 600	$ 590	$ -	0.00%
333	Licenses	$ 3,000	$ 3,000	$ -	$ 415	13.83%
335	Main & Repair - Bldg	$ 3,000	$ 3,000	$ 1,670	$ 3,271	109.04%
337	Maint & Repair-Equipment	$ 2,000	$ 2,000	$ 874	$ 747	37.35%
338	Maint & Repair-Vehicles	$ 75,000	$ 79,556	$ 41,422	$ 69,266	87.07%
348	Postage	$ 2,300	$ 2,300	$ -	$ 122	5.29%
349	Stationary and Forms	$ -	$ 1,000	$ -	$ -	0.00%
351	Rentals	$ 900	$ 900	$ 448	$ 448	49.79%
355	Travel	$ 2,000	$ 2,000	$ 396	$ -	0.00%
410	Custodial Supplies	$ 1,750	$ 2,500	$ 856	$ 1,708	68.32%
412	Diesel Fuel	$ 55,000	$ 55,000	$ 29,453	$ 35,349	64.27%
413	Drugs & Medical Supplies	$ 80,000	$ 80,000	$ 48,357	$ 60,508	75.64%
425	Gasoline	$ 2,400	$ 2,400	$ 1,523	$ 1,249	52.04%
435	Office Supplies	$ 3,300	$ 3,300	$ 1,051	$ 1,625	49.23%
451	Uniforms	$ 5,000	$ 5,000	$ 1,485	$ 3,633	72.65%
452	Utilities	$ 10,000	$ 10,000	$ 3,987	$ 4,875	48.75%
499	Other Supplies and Materials	$ 20,000	$ -	$ 67	$ -	0.00%
502	Building & Contents Insurance	$ -	$ 712	$ -	$ -	0.00%
511	Vehicle Insurance	$ 44,000	$ 44,222	$ 37,378	$ 44,222	100.00%
708	Communication Equipment	$ 2,200	$ 2,200	$ -	$ -	0.00%
709	Data Processing Equipment	$ -	$ 2,000	$ -	$ 1,287	64.37%
711	Furniture and Fixtures	$ 700	$ 3,700	$ -	$ -	0.00%
718	Motor Vehicles	$ 195,000	$ -	$ 177,488	$ -	0.00%
	Total Ambulance Service	$ 2,410,955	$ 2,227,908	$ 1,305,438	$ 1,202,288	53.96%
	Over/(Under)	$ (1,160,955)	$ (777,908)	$ (543,802)	$ (257,147)	
	Number of Transports YTD			2127	2111	
	Total Ambulance Service Cost/Transport			$ 613.75	$ 569.53	

Contract in Lieu of Performance Bonds – Landfill

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Division of Financial Assurance & Business Process Improvement
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 10th Floor
Nashville, TN 37243
(615) 532-0851

January 18, 2019

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

RE: 2019 Annual Inflation Adjustment of the Financial Assurance for the ***Fayette County Landfills,*** Permit Nos. ***DML240000080*** and ***SNL240000079*** as required by the Regulations of the Division of Solid Waste Management

Dear Mayor Taylor:

All county and municipal "Contracts in Lieu of Performance Bonds" must be adjusted annually for inflation by no later than the anniversary date of the issuance of the contract.

Rule Chapters 0400-12-01-.06(8) and 0400-11-01-.03(3) state that the inflation adjustment may be made by recalculating the closure and/or post-closure cost estimate in current dollars or by using an inflation factor derived from the most recent Implicit Price Deflator for the Gross National Product published by the U. S. Department of Commerce in its Survey of Current Business.

The staff of the Division of Financial Assurance & Business Process Improvement, utilizing data published by the U. S. Department of Commerce, has projected the inflation factor to be used for **2019** inflation adjustments as ***2.30%.*** The amount of your financial assurance instrument(s) from the **Year 2018** must be multiplied by ***1.0230.*** The permitted facility and/or the Department may reserve the right to adjust this figure later based upon revised data released by the U. S. Department of Commerce during the year.

Effective immediately, any County or Municipal Contract in Lieu of Performance Bond incurring an annual inflation adjustment shall not be processed by amendment until the cumulative amount of the adjustment(s) equals or exceeds TEN THOUSAND DOLLARS ($10,000.00). This is a change from the previous threshold of Five Thousand Dollars ($5,000.00). For example, if the inflation adjustment is $4,000.00 in year one, $5,000.00 in year two, and $6,000.00 in year three, the amendment will be processed in year three when the total of adjustments exceeds $10,000.00. We will continue to send your inflation adjustment figures annually for your records whether or not a contract amendment is required.

Please review the amount(s) for each permit listed below. If any changes or modifications to your permit(s) have occurred, please contact us as soon as you receive this letter. The due date(s) and projected amount(s) for the inflation adjustment(s) of your financial instrument(s) are as follows:

2019 Inflation Adjustment(s)

Facility Permit No.	Financial Instrument Type & No.	Financial Instrument Anniversary Due Date	Present Amount of Financial Assurance On File	Inflation Adjustment/ Increase Required	Inflation Adjustment and Allowable Post-Closure Reduction	Total Required Amount of Financial Assurance
DML240000080	Contract	03/30/19	$ 172,401.33	$ 7,139.82	$ 0.00	$ 179,541.15
SNL240000079	Contract	05/18/19	$ 443,909.53	$ 0.00	$ 65,669.31	$ 378,240.22

Please see the attached spreadsheets, which list in detail the amount of financial assurance required due to the **2019** annual inflation adjustment and/or post closure reduction (if applicable) for your permit(s). The spreadsheets also list the current amount of financial assurance on file for each permit.

PLEASE NOTE

(1) If you have been advised by the TDEC Field Office that the required post-closure activities at a permitted site listed herein have not been performed to the satisfaction of the Field Office Staff, do not reduce your financial assurance instrument until the Field Office has approved the performance of the required post-closure work.

Please submit the inflation adjusted financial instrument(s) to the Division of Financial Assurance & Business Process Improvement to my attention at the address listed on the letterhead as indicated above. If you have any questions, please call me at (615) 532-8571, or you may email me at Debra.Long@tn.gov.

Very Respectfully,

Debra F. Long

Debra F. Long, Financial Analyst

CC: Herb Nicholson. Manager of Solid Waste Management, Memphis Field Office, TDEC

Enclosures: Customer Information Data Sheet, Summary Spreadsheet, Detailed Financial Assurance Information

https://www.tn.gov/environment/about-tdec/fin-financial-responsibility.html

Amendment of Contract in Lieu of Performance Bond

Whereas, ***Fayette County*** and the State of Tennessee Department of Environment and Conservation, entered into a Contract in Lieu of Performance Bond for proper operation and closure and/or post-closure of the ***Fayette County Sanitary Landfill,*** Permit Number ***SNL240000079***; and

Whereas, said contract included a provision allowing the Commissioner of Environment and Conservation to collect up to **$ 443,909.53** from any funds being disbursed or to be disbursed from the State to ***Fayette County*** as financial assurance for said proper operation, closure and post-closure; and

Whereas, the State and ***Fayette County,*** desire to change the amount of said financial assurance from **$ 443,909.53** to **$ 378,240.22.**

Paragraph 3 of the Agreement in Lieu of Performance Bond is amended as follows:

The figure "**$ 443,909.53**" is deleted and the figure "**$ 378,240.22**" is substituted in lieu thereof.

Date of Amendment to Contract _____

(Must have date of Official's signature)

_____
Commissioner
Department of Environment
& Conservation

_____
Title: ***Mayor***
For: ***Fayette County***

_____
Commissioner
Department of Finance
& Administration

_____
Title: _____
For: _____

_____
Title: _____
For: _____

(Please Type or Complete Form in Ink and Submit **Three (3)** Signed Originals of the Document)

Amendment of Contract in Lieu of Performance Bond

Whereas, ***Fayette County*** and the State of Tennessee Department of Environment and Conservation, entered into a Contract in Lieu of Performance Bond for proper operation and closure and/or post-closure of the ***Fayette County Demolition Landfill,*** Permit Number ***DML240000080***; and

Whereas, said contract included a provision allowing the Commissioner of Environment and Conservation to collect up to **$ 172,401.33** from any funds being disbursed or to be disbursed from the State to ***Fayette County*** as financial assurance for said proper operation, closure and post-closure; and

Whereas, the State and ***Fayette County,*** desire to change the amount of said financial assurance from **$ 172,401.33** to **$ 179,541.15.**

Paragraph 3 of the Agreement in Lieu of Performance Bond is amended as follows:

The figure "**$ 172,401.33**" is deleted and the figure "**$ 179,541.15**" is substituted in lieu thereof.

Date of Amendment to Contract _____

(Must have date of Official's signature)

_____
Commissioner
Department of Environment
& Conservation

_____
Title: ***Mayor***
For: ***Fayette County***

_____
Commissioner
Department of Finance
& Administration

_____
Title: _____
For: _____

_____
Title: _____
For: _____

Please Type or Complete Form in Ink and Submit **Three (3)** Signed Originals of the Document)

Budget Amendment – 101 – Health Department Grant Adjustment

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 26th day of February, 2019, 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 18/19
February 2019

Adjustment to Revenue Accounts:		**INCREASE**	**DECREASE**
46310	Health Department Programs	$ 5,000.00	
	Subtotal-46310	**$ 5,000.00**	
Adjustment to Expenditure Accounts:		**DECREASE**	**INCREASE**
55160	Dental Health Program		
131	Medical Professionals		$ 3,826.00
133	Paraprofessionals	$ 326.00	
186	Longevity Pay		1,500.00
	Subtotal-55160	**$ 326.00**	**$ 5,326.00**
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		**$ 326.00**	**$ 5,326.00**

Prior Estimated Expenditures	**$**	**18,139,677.03**
Total Estimated Expenditures this Amendment	**$**	**18,144,677.03**
Projected Fund Balance before Amendment	**$**	**4,717,444.36**
Change in Fund Balance this Amendment	**$**	**0.00**
Estimated Ending Fund Balance as of June 30, 2019	**$**	**4,717,444.36**

Employee Handbook – Special Holiday Pay Provision Clarification

RESOLUTION

TO AMEND FAYETTE COUNTY'S PERSONNEL POLICY

WHEREAS, the Personnel Policy from time to time requires amendment to clarify certain portions that affect the compensation to our employees; and

WHEREAS, certain portions of the sections addressing Holiday Pay and Sick Leave needed to addressed;

NOW THEREFORE, BE IT RESOLVED by the County Legislative Body of Fayette County, meeting in session on this 26th day of February 2019 that the Personnel Policy of Fayette County be amended by replacing the sections in their entirety with the following passages which have the mark-through portions deleted and the bold portions added:

Holidays

Fayette County Government will observe all holidays that the State of Tennessee has declared official holidays and employees will be excused from work without charge to leave. A holiday is paid at 8 hours per holiday times the regular rate of pay ***for full-time employees****. These holidays are subject to review and change by the Fayette County elected or appointed official, but will not be more numerous than the officially declared holidays.*

> *Fayette County offices and employees shall follow the schedule of days off as determined by the State of Tennessee, for those holidays that both Fayette County and the State of Tennessee observe.*

Special Holiday Pay Provisions*: Every effort will be made to allow all full-time employees off on each designated holiday. If it is necessary for a~~n~~* ***full-time salaried*** *employee to work on a holiday, he shall be compensated at a rate that is one and one-half times the employee's regular rate of pay for the hour(s) actually worked. The full-time* ***salaried*** *employee may elect to receive compensatory time that shall be earned at the rate of one and one-half hour for each hour actually worked during the holiday at the discretion of the employer.* ***A full-time hourly employee shall be paid eight (8) hours of holiday pay for each official county holiday. No employee on a "leave-without-pay" status will be paid holiday pay.***

Sick Leave

Earning and Accumulating Sick Days*: Sick leave shall be considered a benefit and privilege and not a right. Full time employees will receive full pay during incapacity caused by illness if sick leave is taken. Sick leave is earned at the rate of one-half (1/2) day per pay period* ***when the employee is in a paid status for a minimum of one-half the pay period****, for a maximum of 1 day per calendar month (12 days per year). For sick leave purposes, a day shall equate to 8 hours for regular hourly shifts under 12 hours, and 12 hours for shifts of 12 hours or more.*

Exhaustion of Sick leave*: Employees who have used all of their accumulated sick leave will not receive financial compensation for additional days needed due to illness or injury.* ***The employee may request that additional sick leave be credited against the remaining vacation or compensatory time.*** *For any additional time needed, the employee will be considered as on a "leave-without-pay-status"* ~~*unless the employee has any accumulated vacation time or compensatory time remaining*~~*.* ~~*The employee may*~~

~~*request that additional sick leave be credited against the remaining vacation or compensatory time*~~. *Accumulated sick leave shall not be used for worker's compensation benefits.*

Any non-emergency surgery will be discussed with the employer before the surgery is scheduled. Evidence of abuse of this benefit will be grounds for dismissal or disciplinary action.

Adopted this 26th day of February 2019,

APPROVED: _____ ATTEST: _____

County Mayor County Clerk