

## FAYETTE COUNTY LEGISLATIVE BODY

JULY 23, 2019

**BE IT REMEMBERED** that the Fayette County Legislative Body met in regular session on the 23<sup>rd</sup> day of July, 2019 at the Bill G. Kelley Criminal Justice Complex in Somerville, Tennessee. Present and presiding was County Mayor Rhea Taylor. Also present were James R. “Bobby” Riles, Sheriff; Sue W. Culver, County Clerk, and the following County Commissioners: Charles E. Dacus, Jr., Ben Farley, Willie German, Jr, Tim Goodroe, Terry Leggett, David Lillard, Jim Norton, Claude Oglesby, Kevin J. Powers, Dale Reaves, Steve Reeves, Elizabeth Rice, Ray Seals, Robert Sills, Johnny Walker, and Larry Watkins.

A quorum was declared with sixteen Commissioners present. Commissioners Logan and Bill Walker were absent.

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

Commissioner Powers moved to approve the minutes from June 25, 2019. The motion was seconded by Commissioner Norton and passed unanimously.

John Pitner, Director of Planning and Development, introduced the following resolution about solar photovoltaic facilities. The floor was opened for a public hearing in the matter. With no one coming forth to speak either “for” or “against” the Resolution, the floor was closed. Commissioner Farley moved to approve the Resolution. Commissioner Johnny Walker seconded the motion, which passed unanimously.

## RESOLUTION

A RESOLUTION AUTHORIZING A LENGTHENED DURATION TO EVALUATE A PROPOSED SOLAR PHOTOVOLTAIC FACILITY, TO CLARIFY SETBACK SPECIFICATIONS FOR A SOLAR PHOTOVOLTAIC FACILITY, TO REVISE BOTH THE MINIMUM AND THE MAXIMUM OPEN SPACE REQUIRED AT A SOLAR PHOTOVOLTAIC FACILITY, AND TO ACCORD THE BOARD OF APPEALS THE AUTHORITY TO IMPOSE SUPPLEMENTAL CONDITIONS UPON THE DESIGN AND OPERATION OF A SOLAR PHOTOVOLTAIC FACILITY

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

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

WHEREAS, pursuant to Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendment by the Fayette County Regional Planning Commission on July 1, 2019, the time and place of which was published with at least five (5) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 and Article IV of the Fayette County Zoning Resolution a public hearing was held before the Fayette County Board of Commissioners on July 23, 2019, the time and place of which was published with at least fifteen (15) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS, IN REGULAR SESSION ASSEMBLED THIS 23rd DAY OF JULY, 2019:

SECTION 1. That there be revised "Article III – Board of Appeals" in the fourth sentence of Section 3, which reads: "the Board of Appeals shall hear the case within 150 days after the date the application is filed, give public notice thereof as well as personal notice to the parties in interest, and decide the same within thirty-five (35) days after the date of the hearing."

to read: "except as specified in Section 13 of Article 5, the Board of Appeals shall hear the case within 150 days after the date the application is filed, give public notice thereof as well as personal notice to the parties in interest, and decide the same within sixty (60) days after the date of the hearing unless the applicant shall give consent in writing to extend that duration."

SECTION 2. That there be revised "Article V – General Provisions" in Section 13.1.4 to delete the second clause of the third sentence, which reads: "which notwithstanding any policy of the Board of Appeals shall be considered as granted ninety (90) days after the Board of Appeals shall have first considered the site design unless before expiration of that duration the Board of Appeals shall have disapproved the site design."

SECTION 3. That there be revised "Article V – General Provisions" in Section 13.3.4, which reads: "except where a greater distance is specified herein, all above-ground structural components of the facility minimally shall comply with the side and rear setbacks of the zoning district within which the facility is located, provided that the board of appeals may specify a wider setback where warranted by conditions of drainage or visibility."

to read: "except in exceptional circumstance related to a physical feature of the approved solar site, no setback shall be required from a common lot line between two or more lots where such common lot line is

entirely within the approved exterior boundary of the site, provided that all above-ground structural components of the facility shall maintain a minimum setback of thirty (30) feet from the approved exterior boundary of the site, which minimum the board of appeals may extend where warranted by conditions of drainage or visibility, especially in proximity to a public right-of-way."

SECTION 4. That there be revised "Article V – General Provisions" in Section 13.3.5, which reads: "the facility shall not occupy more than seventy-five (75) percent of the approved site location."

to read: "not less than twenty (20) percent nor more than forty (40) percent of the approved site location shall be designated for open space by the board of appeals, which open space shall not be occupied by any above-ground facility, and no minimum building setback specified in Article VII for the district in which the facility is located shall be considered a part of this open space."

SECTION 5. That there be revised "Article V – General Provisions" to add the following Section 13.7: "in the course of facility location review and/or facility design review the Board of Appeals may impose such additional conditions and/or restrictions upon a proposed solar photovoltaic facility as it may deem necessary in furtherance of the intents and purposes of this Resolution, which conditions and/or restrictions shall be continuing obligations enforceable by the building commissioner in the same manner as any other provisions of this Resolution."

SECTION 6. That there be revised "Article V – General Provisions" to add the following Section 13.8: "Because of the extensive time required to evaluate a proposed solar photovoltaic facility, particularly a large one, with its consequent potential to delay the projects of others, the process of facility location review and facility design review shall not be bound to a codified deadline but rather shall each be as specified in writing by the building commissioner within thirty (30) days after an application is submitted with full payment of the applicable fees along with a written request for such specification, and if the applicant is dissatisfied with the building commissioner's specification he may request the Board of Appeals to direct a faster review, which request shall be in writing and placed on the agenda of the Board of Appeals at its first regular meeting scheduled for two (2) weeks or more after the applicant makes the request. In its review the Board of Appeals may consider any element it deems relevant and may modify the building commissioner's specification as it believes proper, and to that end shall have the powers of the building commissioner."

SECTION 7. That this Resolution shall become effective the day following its adoption, THE PUBLIC WELFARE REQUIRING IT.

Commissioner Leggett moved to approve the following as Notaries Public: Stephanie M Barron, Hollyann Chatfield, Karley G. Sandy, Erica Terry, and Taylor M. Willis. The motion was seconded by Commissioner Robert Sills and passed unanimously.

Commissioner Ray Seals nominated Tommy Perkins to fill the unexpired term of Commissioner Bill Kelley who passed away in June, 2019. Commissioner Powers moved that the nomination cease and Mr. Perkins be elected by acclamation. The motion and seconded and passed unanimously. Mr. Perkins was sworn in and took his seat at the table.

Chairman Taylor reminded Commissioners that Financial Reports were sent out in Commissioners Packets and any questions should be addressed with the appropriate official.

Chairman Taylor reported for the County Mayor's Office, stating that the Comptroller is coming down to celebrate our "zero findings" audit this year. There were no findings in any department, so he is coming to celebrate with us and to take pictures with everybody because it is something to celebrate.

Also, a couple of weeks ago there was a video circulating that shows a company dumping something at our landfill which looks like sewage. It was investigated, and that is not what it was, but if anyone sees anything like that or has evidence we appreciate being informed. Our landfill is a landfill transfer facility, we send what comes to our landfill to somewhere else. If a company brings something like that in they will no longer be able to do business with our facility.

There were no reports for the Sheriffs Department, Board of Education, Juvenile Court, Board of Public Works, The Trustee's Office, or Planning and Development.

Commissioner Farley reported for the Development Committee which met on July 8, 2019 and discussed the rezoning regulations put forward in the Solar Photovoltaic Facilities Resolution approved earlier. Some changes affecting the review by the Board of Zoning Appeals concerning solar photovoltaic facilities are:

- Public notice will increase from 35 days to 60 days prior to the hearing

- Removes the 90-day deadline to give an answer or decision, or it is deemed approved

- Setbacks are removed from lot lines where the lot line is completely within the project outline

- The maximum area allowed to be covered is reduced from 75% to between 20 and 40%

- Adds the ability to add additional restrictions or regulations as the case may warrant

- Removes a codified deadline for a decision and substitutes a deadline given by the Planning Department within 30 days of submitting application.

The Committee also discussed architectural services for the old school board office.

Commissioner Steve Reeves reported that the Health and Welfare Committee did not meet.

Commissioner Lillard reported that the Personnel Committee did not meet.

Commissioner Dacus reported that the Education Committee did not meet.

Commissioner Rice reported for the Criminal Justice and Public Safety Committee which met on July 9, 2019, and discussed the Sheriff's run report. Also discussed was the Madison County Juvenile Detention Contract and the Electric Monitoring Indigency Fund for drug and alcohol grant, and the fire equipment transfer to Public Works and the Ambulance Service.

Commissioner German reported for the Budget Committee which met on July 9, 2019. Commissioner German moved to approve the following Juvenile Detention Services Agreement Renewal. The motion was seconded by Commissioner Leggett and passed unanimously as follows:

**SECURE DETENTION CONTRACT**  
Between  
**MADISON COUNTY OFFICE OF JUVENILE COURT SERVICES**  
And  
**FAYETTE COUNTY**

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This contract for secure detention care services for juveniles is by and between Madison County Office of Juvenile Court Services and Fayette County hereinafter referred to as MCJCS and County.

In consideration of the mutual promises and amounts set out below, the parties enter into this contract according to the following provisions:

1. That upon available secure bedroom units within the MCJCS detention facility, MCJCS shall provide detention care services for those juveniles ordered to be detained by the Court having jurisdiction of juvenile cases within the county within the provisions of this contract. This order shall be based on the detention criteria set forth in TCA 37-1-114. Detention care services shall consist of detaining the juvenile in the MCJCS detention facility and providing said juvenile with food, shelter and such other physical necessities as may be determined by the supervisor of the MCJCS detention facility. MCJCS reserves the right to refuse placement of a child under thirteen years of age without prior approval of the supervisor or the Court Services Director.
2. That actual placement at the facility will be preceded by a telephone call by County personnel expressing intent and approximate time of arrival and departure. That upon the Judge or Referee of the Court with juvenile jurisdiction not being available or accessible, either of the following persons shall be allowed to place juveniles with a signed and docketed petition or an arrest report and a Detention Order signed by the Juvenile Court Judge and delivered at the time of placement. The designated persons authorized to place juveniles and obligate said county for related cost under this contract are:

Judge Jim Gallagher, Melissa Douglass (Youth Services Officer)  
Kim Hoard (Judge's Administrative Asst.)

It shall be noted that MCJCS detention facility has the obligation to refuse placement if the call is not placed by one of the aforementioned persons. Thus, these aforementioned persons are the ONLY persons allowed to make arrangements for placement of juveniles.

3. That MCJCS reserves the right to refuse placement under this contract under the following circumstances:
  - a. That, as determined by MCJCS detention facility personnel, secure bedroom space is not available.
  - b. That, as determined by the MCJCS detention personnel, said juvenile is an imminent threat of harm to him/herself or other residents because of his/her emotional or mental state.

- c. That the alleged offense of the juvenile to be placed is a status offense and that said juvenile is not a runaway or has not been found in violation of a valid court order. It is the expressed intent of MCJCS to provide secure detention care services only for delinquent offenders unless the referred juvenile is a runaway or is in violation of a valid court order.
4. The County agrees that it will be responsible for the cost of any emergency, medical, or dental care if determined necessary by the MCJCS detention facility personnel. In the event prolonged medical or dental attention is required, MCJCS detention facility personnel will notify County of such conditions and County shall assume responsibility for and make arrangements for such care. The County agrees to authorize the Judge or Referee of the Court with juvenile jurisdiction or the designated officers as listed herein to sign appropriate forms which would authorize medical attention and local medical facilities for said juveniles in case emergency care is deemed necessary by the MCJCS detention personnel and the appropriate medical personnel.
5. That the County shall, at its own expense, transport all juveniles to and from the MCJCS detention facility and agrees that the charges for the additional services when provided by MCJCS shall be paid by the County to MCJCS at the rate of \$20.00 per trip to local medical, or mental health facilities.
6. That further, in consideration for the use and availability of the premises and personnel at the MCJCS detention facility, the County does hereby covenant, contract, and specifically agree that said county government shall hold Madison County government, MCJCS, the Judge, and the Juvenile Court of Madison County, the director, officers, employees, agents, servants, and volunteers of MCJCS or Madison County government harmless from any and all liability they or any of them may or might incur as a result of actions taken by said County, its agents, or employees relative to the arrest and detention of any juvenile placed by said County, specifically including, but not limited to actions based on the false arrest, violations of civil rights, and improper or false return of process which is related to placement of juveniles by said County. The Hold Harmless will include, but not be limited to, defending the above in any and all actions brought as a result thereof and paying any and all necessary expenses as a result thereof.
7. That MCJCS detention facility personnel are authorized to release duly placed juveniles of said County upon written order or written request from the Judge or Referee of Court having juvenile jurisdiction or Officers of the Court as designated herein to law enforcement officers of said County or to party as designated by the written order or request.
8. The regular charges are one hundred seventy dollars (\$170.00) per day or seven dollars (\$7.00) per hour for the first seven days and one hundred ninety dollars (\$190.00) per day or eight dollars (\$8.00) per hour for placement time exceeding seven days. Any part of the initial day is counted as a full day. The terms of this agreement shall be from July 1 of 2019 through June 30, 2020

## Prison Rape Elimination Act (PREA)

### Duty To Report

9. Madison County Juvenile Detention Center shall be committed to a zero tolerance standard for all forms of sexual abuse/assault/misconduct/harassment or rape within the facility and shall be committed to reducing the risk of sexual abuse, sexual harassment, assault, misconduct and rape through implementing the Prison Rape Elimination Act (PREA), as outlined in *Public Law 108-79 standard 115.311*.
10. That youth placed in the MCJDC by your county will understand that sexual activity between another youth or staff is prohibited and is subject to criminal disciplinary action.
11. That further in Pursuant to *TCA 37-1-403 AND 37-1-605*, any person who has knowledge of or is called upon to render aid to any resident/child who is being abused, sexually, sexually assaulted or sexually harassed has the duty to report such abuse.
12. Therefore your county has the duty to report such abuse whether the abuse happened before, during or after the child was a resident at the MCJDC.
13. All allegations of abuse must be reported to the DCS Abuse Hotline 1-877-237-004



Commissioner German stated that we are waiting to hear from Judge Gallagher regarding participation in the Electronic Monitoring Indigency Fund for Drug and Alcohol grant as it is a cost sharing program and we don't know the cost to participate for the next two years.

Commissioner German moved to approve the agreement for sewer system services with Somerville for the Coming year for the Arlington Lagoon. This is a one-year extension for the same services and the same terms. The motion was seconded by Commissioner Leggett and passed unanimously.

IN WITNESS WHEREOF, the parties have by their duly authorized representative(s) have set their signatures.

**MADISON COUNTY JUVENILE COURT SERVICES**

BY: \_\_\_\_\_ Detention Supervisor DATE: \_\_\_\_\_

BY: \_\_\_\_\_ Director DATE: \_\_\_\_\_

BY: \_\_\_\_\_, County Mayor DATE: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_

**CONTRACTED COUNTY**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_, County Executive DATE: \_\_\_\_\_

AGREEMENT FOR SEWAGE SYSTEM SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of July, 2019 by and between Fayette County, Tennessee, a political subdivision of the State of Tennessee ("County") and The Town of Somerville, Fayette County, Tennessee, a municipal corporation ("Somerville").

WITNESSETH:

WHEREAS, Arlington Park Sewage Lagoon is located in Fayette County, Tennessee ("Lagoon"); and

WHEREAS, the Lagoon serves approximately thirty-five (35) Customers who are residents of Fayette County, Tennessee, connected thereto ("Customers"); and

WHEREAS, the County does not have the resources to properly operate, service or maintain the Lagoon; and

WHEREAS, County owns and/or has control of the Lagoon and certain easements related thereto ("Lagoon and easements") so that County may ensure its proper operation, servicing and maintenance; and

WHEREAS, Somerville has the ability to operate and service the Lagoon; and

WHEREAS, County desires that Somerville, on County's behalf, operate and service the Lagoon and Somerville has agreed to do so in exchange for payment from County.

Now, THEREFORE, for and in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitals above are incorporated herein and are true, accurate and complete.
2. Fayette County shall be the N.P.D.E.S. permittee for the Lagoon, Permit No. TN0081027.
3. Somerville shall perform all daily and weekly sampling of the Lagoon as required by the N.P.D.E.S. permit and shall timely submit those written reports as required by N.P.D.E.S. and/or the State of Tennessee.
4. Somerville shall properly maintain all records related to its operation of the Lagoon as required by N.P.D.E.S. and/or the State of Tennessee.

5. Somerville shall perform all periodic inspections of the Lagoon in attendance with all proper authorities as required by N.P.D.E.S. and/or the State of Tennessee.

6. County shall pay Somerville \$1,500.00 no later than the 10<sup>th</sup> day of each month for the services rendered by Somerville pursuant to this Agreement.

7. County shall be responsible for the general maintenance of the Lagoon property including all levees and spillways and shall maintain and when necessary make timely repairs to all equipment needed to operate and maintain the Lagoon.

8. County shall keep properly mowed all grass and brush on the Lagoon property.

9. County shall timely pay all costs and fees related to all lab testing required by N.P.D.E.S. and/or the State of Tennessee.

10. County shall provide to Somerville at its sole cost any and all chemicals required by Somerville to effectively treat the Lagoon.

11. The Agreement's term is one (1) year from its execution date and may be renewed for additional one (1) year terms by written consent of the parties provided said written consent is fully executed not less than thirty (30) days from term's date of expiration.

12. Either party may terminate the Agreement for any reason upon written notice forwarded to the other party, by certified mail, not less than one hundred eighty (180) days prior to the proposed termination date.

13. Notices shall be sent to the following addresses: to Somerville: Town of Somerville, c/o City Administrator, P.O. Box 909, 13085 N. Main Street Somerville, TN 38068; to County: County Mayor's office, P.O. Box 218, North Main Street, Somerville, TN 38068.

14. County shall indemnify and hold harmless Somerville against any and all suits, actions, damages, losses, claims or liabilities and expenses, including reasonable attorney's fees, resulting from, or due to, Somerville's performance of any term, duty or obligation under the Agreement, except for the intentional torts by Somerville employees damaging County property.

15. Somerville and County acknowledge that under normal conditions, the Lagoon may fail to meet TDEC Regs, N.P.D.E.S. standards, County's permit requirements, and any other applicable regulation or legal authority ("Standards"). Somerville cannot, shall not, and does not guarantee the Lagoon will meet the Standards and, therefore, shall not be liable if Lagoon's effluent does not meet the Standards. Further, County shall indemnify and hold Somerville harmless from liability related in any way to the Lagoon's failure to comply with the Standards.

In witness whereof, the parties have set their hands this \_\_\_\_ day of July, 2019.

ATTEST:

TOWN OF SOMERVILLE, TN

\_\_\_\_\_  
CITY ADMINISTRATOR

BY: \_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

COUNTY OF FAYETTE

\_\_\_\_\_  
COUNTY CLERK

BY: \_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Commissioner German moved to approve the transfer of excess fire department radios to Public Works and Ambulance Service and EMA. The motion was seconded by Commissioner Robert Sills and passed unanimously.

Commissioner Oglesby moved to approve the following Resolution moving insurance recovery funds to a line item to be used for building repair for Moscow Fire Department. The

motion was seconded by Commissioner Leggett and passed unanimously.

11.1

**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 23<sup>rd</sup> day of July, 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 19/20  
July 2019**

<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
49700 Insurance Recovery	\$ 32,122.65	
<b>TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:</b>	<b>\$ 32,122.65</b>	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
54310 Fire Department		
335 Maintenance & Repair Services - Buildings		\$ 32,122.65
<b>Subtotal-54310</b>		<b>\$ 32,122.65</b>
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>		<b>\$ 32,122.65</b>
Prior Estimated Expenditures	\$	19,648,200.00
Total Estimated Expenditures this Amendment	\$	19,680,322.65
Projected Fund Balance before Amendment	\$	5,162,006.00
Change in Fund Balance this Amendment	\$	0.00
Estimated Ending Fund Balance as of June 30, 2020	\$	5,162,006.00

The Mayor stated that the State has not sent the Board of Education the final BEP numbers for their funds 141 and 142 for their budget for this year. Until the Board of Education has those figures they will not be able to complete their budget. They will also need the sales tax numbers from the County Commission. The Mayor asked that he be allowed to send these figures to the school Board as soon as they are received and that he be allowed to give the figures from sales tax and property tax required to meet the maintenance of Effort for the coming year, The motion was made by Commissioner Oglesby, second by Commissioner Dacus, and passed unanimously.

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

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Rhea Taylor, County Mayor

ATTEST:

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Sue Culver, County Clerk