

FAYETTE COUNTY LEGISLATIVE BODY

SEPTEMBER 24, 2019

**BE IT REMEMBERED** THAT THE Fayette County Legislative Body met in regular session on the 24<sup>th</sup> day of September, 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; and 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, Tommy Perkins, Kevin J. Powers, Dale Reaves, Steve Reeves, Elizabeth Rice, Ray Seals, Robert Sills, Bill Walker, and Larry Watkins.

A quorum was declared with seventeen (17) Commissioners present. Commissioners Sylvester Logan and Johnny Walker were absent.

The floor was opened to the public for comments on non-agenda items. County Resident David Dunn addressed the Board regarding teachers in the public schools regarding his concern that they were not being paid enough to keep good teachers in the County.

Commissioner Farley moved to approve the minutes from August 27, 2019. The motion was seconded by Commissioner Lillard, and passed unanimously.

Chairman Taylor introduced the Resolution to adopt the 2018 Internal Building Code. After some discussion, Commissioner Oglesby moved to table the matter until next month for more information. The motion was seconded by Commissioner Watkins, and passed on a majority vote, with Commissioner Powers voting “NO”.

Commissioner Ray Seals moved to approve the following as Notaries Public: Amy Putt Beasley, Kristy Caradine, Franchellaca L. Croom, Brittany Dye, Rubie L. Dye, Jessica Edmonds, Lue E. Hall, William Langford, Frances P. McClure, Barbara A. Morton, Melissa Tatum, Nicole L. Taylor, Michael Tilghman, Rosemary R. Timms, and Melisa J. Williams. The motion was seconded by Commissioner Steve Reeves and passed unanimously.

Commissioner German moved to approve the following “Rules and Procedures for 2019-2020”. The motion was seconded by Commissioner Watkins, and passed unanimously.

**FAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS  
2019-20**

RULES

Rule 1: Convening the County Legislative Body

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

Rule 2: Quorum

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

Rule 3: Order of Business

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

Rule 4: General

Rule 4A: Who May Address the County Legislative Body

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

Rule 4B: Gaining the Floor

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

Rule 4C: Speaking

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

Rule 4D: Consent to Yield

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

Rule 4E: Points of Order

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

Rule 4F: Appeal on Ruling

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

Rule 4G: Refusal to be in Order

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

Rule 4H: Introduction of a Resolution (Motion)

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

Rule 4I: Committee Referrals

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

Rule 5 Motions and Resolutions

Rule 5A: Introduction and Debate

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

Rule 5B: Motions in Writing

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

Rule 5C: Requiring Roll Call

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

Rule 5D: Vote Required to Pass a Motion

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

Rule 4F: Appeal on Ruling

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

Rule 4G: Refusal to be in Order

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

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Rule 5 Motions and Resolutions

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

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

Rule 5D: Vote Required to Pass a Motion

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

Rule 5E: Member May Change Vote

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

Rule 5F: Reconsideration of a Motion

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

Rule 6

Elections and Appointments

Rule 6A: Elections with Nomination from the Floor

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

Rule 6B: Appointive Office

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

Rule 6C: Election or Confirmation

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

Rule 6D: Second Ballot

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

Rule 7 County Legislative Body Committees

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

Rule 8 Appropriation Request

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

Rule 8A: Appropriations Except by Bond Issue

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

Rule 8B: Appropriations by Bond Issue

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

Rule 8C: Committee Recommendations

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

Rule 9 Amending or Suspending the Rules

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

Rule 10 Robert's Rules of Order

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

Rule 11 Presiding Officer

Rule 11A: Election

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

Rule 11B: Voting by the Chairman

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

Rule 11C: Call to Order

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

Rule 11D: Question of Order

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

Rule 11E: Members Speaking

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

Rule 11F: Motions

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

Rule 11G: Putting the Question

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



Rule 14 County Attorney

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

Rule 15 Committees General

Rule 15A: Officers Election

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

Rule 15B: Committee Chairman and Agenda

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

Rule 15C: Committee Meeting Open to the Public

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

Rule 15D: Authority of Committees

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

Rule 15E: Reporting Procedure

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

Rule 15F: Duties of Committee and Subcommittee Officers

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

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

Rule 15G: Committee Meeting Minutes

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

Rule 15H: Vacancies on Committees

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

Rule 15I: Special Committees

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

Rule 15J: Reporting Referrals

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

Rule 15 K: Failure to Meet

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

Rule 15L: Quarterly Reports

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

Rule 15M: Technical assistance

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

Rule 16 Standing Committees

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

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

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

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

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

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

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

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

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

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

Rule 17 Conflicts With Law

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

Commissioner German then called for the election of the Chairman for the coming year. Commissioner Oglesby nominated Rhea Taylor, and moved that the nomination cease and Rhea

Taylor be elected by acclamation. The motion was seconded by Commissioner Bill Walker and passed unanimously.

Chairman Taylor took the meeting back over and asked for a resolution setting the salary for the Chairman for 2019-2020. Motion was made by Commissioner Farley, second by Robert Sills, to leave the salary at what it was last year-which was \$0. The motion passed unanimously.

The next item on the agenda was to elect the Chairman Pro Tempore for the next year. Commissioner Farley nominated Commissioner German, the motion was seconded and passed unanimously.

Commissioner Farley then moved to set the Chairman Pro Tempore's salary at the same amount as last year, which was \$0. The motion was seconded by Commissioner Watkins and passed unanimously.

Commissioner Oglesby moved to approve the following Committee lists for 2019-2020.

The motion was seconded by Commissioner Farley and passed unanimously.

9.5

**Committee Nominees for 2019-20**

<u>Development</u>	<u>Health/Welfare</u>	<u>Personel</u>	<u>Education</u>	<u>Safety</u>	<u>Budget</u>
Ben Farley	Steve Reeves	David Lillard	Chuck Dacus	Betsy Rice	Willie German, Budget Committee Chairman 18-19
Sylvester Logan	Tim Goodroe	Claude Oglesby	Jim Norton	Tim Goodroe	Ben Farley, Development Chairman 18-19
Kevin Powers	Terry Leggett	Kevin Powers	Dale Reaves	Terry Leggett	Steve Reeves, Health/Welfare Chairman 18-19
Dale Reaves	Tommy Perkins	Johnny Walker	Bill Walker	Tommy Perkins	David Lillard, Personel Chairman 18-19
Robert Sills	Willie German	Larry Watkins	Johnny Walker	Jim Norton	Chuck Dacus, Education Chairman 18-19
Bill Walker	Robert Sills		Larry Watkins	Ray Seals	Betsy Rice, Safety Chairman 18-19
					Sylvester Logan
					Claude Oglesby
					Ray Seals

Chairman Taylor stated that financial reports were included in Commissioners' packets. Any questions should be addressed with the appropriate official.

Chairman Taylor reported for the County Mayor's Office, stating that he had received notice from the State that the Budget for 2019-2020 has been approved. He also stated that Commissioners with I-Pads should not try to download the notes from tonight's meeting immediately after the meeting. At least wait until you get home to give them time to update.

No reports were given by the Sheriff's Department, Board of Education, Juvenile Court, Board of Public Works, Trustee's Office or Planning and Development.

Commissioner Farley reported for the Development Committee which met on September 9, 2019 and discussed a draft resolution establishing a moratorium on Solar Farms. The Committee asked the County's Legal staff to look at it and will bring it back at a later date. The Resolution concerning the adoption of the International Building Code 2018 was also discussed.

Commissioner Steve Reeves reported for the Health and Welfare Committee which met on September 9, 2019, and discussed the ambulance report. They also discussed with Director Glenn Miller the ambulance billing report. Mr. Miller also asked that a step raise process proposal be considered for ambulance service employees. The Committee stated that they would look at the proposal when completed and discuss it for the next budget year. The Mayor asked to use \$25,000 of the annual Litter Pick-up grant to hire a crew of up to four individuals to pick up litter in the County. This amount would only pay about three months of salary, but would give extra time to find someone who may help with supervising inmates. Commissioner Reeves also introduced an "In God We Trust" Resolution, which was read by Commissioner Goodroe. Commissioner Goodroe moved to approve the Resolution and Commissioner Leggett provided a second. After discussion, Commissioner Rice called "point of order". Commissioner Rice stated that this resolution has gotten to this stage without going through the appropriate committee review. She proposed that Mayor Taylor make the appropriate committee assignments and send this resolution to those committees for study, prior to consideration of the merits of this resolution. Chairman Taylor stated that the matter would have to go back through Committee before it could be approved according to the by-laws. He pointed out that point of order takes precedence over any motion on the table.

Commissioner Lillard reported for the Personnel Committee which met on September 9, 2019. Commissioner Lillard moved to approve the following amendment to the County Personnel Handbook part-time and full-time Probationary and Cost-of-Living Clarifications. The

motion was seconded by Commissioner Oglesby and passed unanimously.

10.3.3.2

#### Employment At Will

No policy, benefit, or procedure contained herein creates an employment contract for any period of time. All employees will be considered *employment-at-will*. Employees may be terminated for failure to satisfactorily perform their duties or simply at the will of the employer, but they shall not be terminated for a discriminatory or illegal purpose. Any employee who voluntarily resigns from employment must give ten (10) working days notification to their supervisor/elected official, which may be waived by that supervisor/elected official.

There will be a six (6) month probation period for all new full-time employees. During this time everyone will be closely supervised in order to become familiar with duties and responsibilities. All New Full-Time Hires shall have a 5% reduction in their agreed upon salary during their probationary period. After the probationary period has ended, the New Full-Time Hire shall have their salary increased automatically 5%. Full-Time hires at the end of their probationary period and Part-Time hires will be eligible for any Cost-Of-Living adjustments adopted, at the discretion of the supervisor or elected official.

There will be a performance evaluation each year for every employee. Employees will be evaluated on attitudes toward work and co-workers, the quality of work, and the willingness to assume responsibility. This evaluation will be personally discussed with each employee at intervals and placed in the employee file.

Commissioner Dacus reported that the Education Committee did not meet.



Commissioner Rice reported that the Criminal Justice and Public Safety Committee met on September 10, 2019, and reviewed the Sheriff's report. They discussed a budget amendment for the Fire Department, and discussed the purchase of a new fire pumper. Also discussed was the Electronic Monitoring Indigency Fund Grant, and the 9-1-1 fee increase resolution.

Commissioner German reported for the Budget Committee which met on September 10, 2019.

Commissioner German moved to approve the following budget amendment placing funds from the sale of surplus equipment back into the Fire Department motor vehicle budget. The

motion was seconded by Commissioner Lillard and passed unanimously.

10.3.6.2

**RESOLUTION**

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 24<sup>th</sup> day of September, 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  
September 2019**

<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
44540 Sale of Equipment	\$ 5,000.00	
Subtotal-44540	\$ 5,000.00	
<b>TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:</b>	<b>\$ 5,000.00</b>	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
54310 Fire Department		
718 Motor Vehicles		\$ 5,000.00
Subtotal-54310		\$ 5,000.00
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>		<b>\$ 5,000.00</b>
Prior Estimated Expenditures		\$ 19,682,827.85
Total Estimated Expenditures this Amendment		\$ 19,687,827.85
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

Commissioner German moved to approve the following Budget amendment for the Court Clerk to move money from a reserve account into a usable line item. The motion was seconded

by Commissioner Rice and passed unanimously.

10.3.6.3

**RESOLUTION**

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 24<sup>th</sup> day of September, 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  
September 2019**

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
34520 Restricted for Administration of Justice	\$ 2,500.00	
Subtotal-34520	\$ 2,500.00	
<b>TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:</b>	<b>\$ 2,500.00</b>	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
53100 Circuit Court		
709 Data Processing Equipment		\$ 1,250.00
Subtotal-53100		\$ 1,250.00
53320 General Sessions Court Clerk		
709 Data Processing Equipment		\$ 1,250.00
Subtotal-53320		\$ 1,250.00
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>		<b>\$ 2,500.00</b>
<b>Prior Estimated Expenditures</b>		<b>\$ 19,682,827.85</b>
<b>Total Estimated Expenditures this Amendment</b>		<b>\$ 19,685,327.85</b>
<b>Projected Fund Balance before Amendment</b>		<b>\$ 5,162,006.00</b>
<b>Change in Fund Balance this Amendment</b>		<b>\$ 0.00</b>
<b>Estimated Ending Fund Balance as of June 30, 2020</b>		<b>\$ 5,162,006.00</b>

Commissioner German moved to approve the following Budget Amendment for Juvenile Court to move funds from a reserve account. The motion was seconded by Commissioner Rice

and passed unanimously.

10.3.6.4

**RESOLUTION**

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Payette County, Tennessee, in regular sessions on this 24<sup>th</sup> day of September, 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  
September 2019**

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
34520 <u>Restricted for Administration of Justice</u>	<u>\$ 1,500.00</u>	
Subtotal-34520	\$ 1,500.00	
<b>TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:</b>	<b>\$ 1,500.00</b>	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
53900 <u>Circuit Court</u>		
719 <u>Data Processing Equipment</u>		<u>\$ 1,500.00</u>
Subtotal-53900		\$ 1,500.00
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>		<b>\$ 1,500.00</b>
<b>Prior Estimated Expenditures</b>		<b>\$ 19,682,827.85</b>
<b>Total Estimated Expenditures this Amendment</b>		<b>\$ 19,684,327.85</b>
<b>Projected Fund Balance before Amendment</b>		<b>\$ 5,162,006.00</b>
<b>Change in Fund Balance this Amendment</b>		<b>\$ 0.00</b>
<b>Estimated Ending Fund Balance as of June 30, 2020</b>		<b>\$ 5,162,006.00</b>

Commissioner German moved to approve the following Resolution authorizing the purchase of fire department pumpers and the borrowing of funds needed for payment. The

motion was seconded by Commissioner Leggett and passed unanimously.

10.3.6.5

**Resolution Authorizing the Purchase of Fire Department Pumpers  
and the Borrowing of Funds Needed for Payment**

**WHEREAS**, the Fayette County Fire Department has expenditures in the FY 2019-20 budget to purchase two (2) fire pumpers at a total initial cost of \$600,000 and,

**WHEREAS**, the Fayette County Commission has found that purchasing two new pumpers is a wise use of public funds; and

**WHEREAS**, the County Commission decided that funds to pay for purchasing the fire pumpers will come from issuing debt; and

**WHEREAS**, the apparatus will not be available before 8 months and no later than 13 months after execution of the contract;

**NOW, THEREFORE, BE IT RESOLVED** by the Fayette County Commission that:

1. The County Mayor is authorized to sign any and all documents needed to complete the purchase of said fire pumpers for a maximum sale price of \$600,000 for two fire pumpers; and
2. The County Mayor is authorized to solicit quotes from local financial institutions and government investment pools to obtain financing for the purchase; and
3. The County Mayor will present a recommended financing proposal in a timely manner for the County Commission to accept.

Adopted this 24<sup>th</sup> day of September, 2019.

APPROVED: ATTEST:

\_\_\_\_\_  
Rhea Taylor, County Mayor

\_\_\_\_\_  
Sue Culver, County Clerk



Commissioner German moved to approve the following contract regarding the purchase of the fire department pumper. The motion was seconded by Commissioner Norton and passed unanimously.



This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between G&W Diesel/ Emergency Vehicle Specialists Inc., a Tennessee corporation ("EVS"), and Fayette County, a Municipal Corporation ("Customer") is effective as of the date specified in Section 3 hereof.

**1. Definitions.**

- a. "Product" means the fire apparatus and any associated equipment manufactured or furnished for the Customer by EVS pursuant to the Specifications.
- b. "Specifications" means the general specifications, technical specifications, training, and testing requirements for the Product contained in the EVS Proposal for the Product prepared in response to the Customer's request for proposal.
- c. "EVS Proposal" means the proposal provided by EVS attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. "Delivery" means the date EVS is prepared to make physical possession of the Product available to the Customer.
- e. "Acceptance" The Customer shall have fifteen (15) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless EVS receives a Notice of Defect within fifteen (15) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

**2. Purpose.** This Agreement sets forth the terms and conditions of EVS's sale of the Product to the Customer.

**3. Term of Agreement.** This Agreement will become effective on the date it is signed and approved by EVS's authorized representative pursuant to Section 21 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

**4. Purchase and Payment.** The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$594,264 ("Purchase Price"). Prices are in U.S. funds, F.O.B. at the customer's location.

**5. Future Changes.** Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, EVS will document and itemize any such price increases for the Customer.

**6. Agreement Changes.** The Customer may request that EVS incorporate a change to the Products or the Specifications for the Products by delivering a change order to EVS; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit EVS to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, EVS will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. EVS shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by EVS's authorized representative.

**7. Cancellation/Termination.** In the event this Agreement is cancelled or terminated by a party before completion, EVS may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by EVS; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. EVS endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by EVS upon sale of the Product to another purchaser, plus any costs incurred by EVS to conduct any such sale.

**8. Delivery, Inspection and Acceptance.** (a) Delivery. Delivery of the Product is scheduled to be within 13 months of the Effective Date of this Agreement, F.O.B. the customer's location. Risk of loss shall pass to Customer upon Delivery. Title shall

EVS Apparatus  
Contract

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pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof. (b) Inspection and Acceptance: Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish EVS with written notice sufficient to permit EVS to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by EVS within thirty (30) days from the Notice of Defect. In the event EVS does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Emergency Vehicle Specialists  
 Vice President of Apparatus Sales  
 892 Kansas Street  
 Memphis TN 38106  
 901-948-1625

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

10. Standard Warranty. Any applicable EVS warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by EVS's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER EVS, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall EVS be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from EVS's own negligence, or otherwise.

11. Insurance. EVS maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

<u>Commercial General Liability Insurance:</u>	
Products/Completed Operations Aggregate:	\$1,000,000
Each Occurrence:	\$1,000,000
<u>Umbrella/Excess Liability Insurance:</u>	
Aggregate:	\$25,000,000
Each Occurrence:	\$25,000,000

The Customer may request: (x) EVS to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included as an additional insured as Customer's interests may appear (subject to the terms and conditions of the applicable EVS insurance policy); and (z) request that, prior to cancellation or non-renewal of the applicable EVS insurance policy, that the issuing carrier endeavor to provide thirty (30) days advance notice to the Customer of any such cancellation or non-renewal.

12. Indemnity. The Customer shall indemnify, defend and hold harmless EVS, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by EVS which are not caused by the sole negligence of EVS.

EVS Apparatus  
 Contract

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Effective: 10/01/2017

13. Force Majeure. EVS shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond EVS's control which make EVS's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) EVS fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with EVS.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of EVS until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of EVS until the Purchase Price for that Product has been paid in full. In case of any default in payment, EVS may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Tennessee.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by EVS's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by EVS's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the EVS Proposal, the EVS Proposal shall control. In the event there is a conflict between the EVS Proposal and this Agreement, the EVS Proposal shall control.

22. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by EVS's authorized representative.

Accepted and agreed to:

G&W Diesel/ Emergency Vehicle Specialists

CUSTOMER: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Rhea "Skip" Taylor \_\_\_\_\_

Title: \_\_\_\_\_

Title: County Mayor \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EVS Apparatus  
Contract

Effective: 10/01/2017

EXHIBIT A

PURCHASE DETAIL FORM  
 Emergency Vehicle Specialists  
 Vice-President of Apparatus Sales  
 892 Kansas Street  
 Memphis TN 38106  
 901-948-1625

Date: 9-16-2019

Customer Name: Fayette County

Quantity	Chassis Type	Body Type	Price per Unit
2	Freightliner	Pumper	\$297,132
			\$
			\$
			\$
			\$

[Insert any trade-in or applicable discounts here.] Price includes HGAC and Multiple unit discount. A Prepay discount is available upon request.

Warranty Period: As stated in the specifications published on 9-11-2019

Training Requirements: 1 day

Other Matters: None

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any EVS available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: on delivery if not prepaid.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to EVS.] All taxes, excises and levies that EVS may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by EVS to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. EVS will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that EVS substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. EVS shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by EVS or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to EVS, EVS shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Tennessee.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF September 19, 2019 BETWEEN EVS AND Fayette County WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THROUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY EVS HEREIN.

EVS Apparatus  
 Contract

Commissioner German moved to approve the following Electronic Monitoring Indigency Fund Resolution. The motion was seconded by Commissioner Rice and passed unanimously.

**RESOLUTION FOR LOCAL GOVERNMENT PARTICIPATION  
IN THE ELECTRONIC MONITORING INDIGENCY FUND**

**WHEREAS**, pursuant to Chapter 505 of the 2019 Public Acts, a local government shall have the option to participate in the Electronic Monitoring Indigency Fund ("EMIF") relative to the payment of costs for eligible transdermal monitoring devices, other alternative drug and alcohol monitoring devices, and global positioning monitoring devices for its indigent defendants (collectively, "Devices"). Participation shall be demonstrated through a resolution legally adopted and approved by the Local Government's legislative body accepting the liability associated with participation and containing the budgeted amount that the Local Government commits to its participation in the EMIF;

**WHEREAS**, Fayette County, Tennessee, "Local Government" desires to participate in the EMIF relative to the payment of costs associated with Devices until such time as the Local Government withdraws its participation in the EMIF.

**WHEREAS**, the Local Government agrees that in order to participate in the EMIF for the payment of costs associated with Devices, it shall adopt this resolution containing a budgeted amount for the upcoming fiscal year and sign a memorandum of understanding with the State of Tennessee ("State") about the payment of costs;

**WHEREAS**, through the memorandum of understanding between the Local Government and the State, the State may bill the local government for its budgeted amount by drawing from either the Local Government's Local Government Investment Pool ("LGIP") account or from a bank account designated by the Local Government for costs associated with Devices;

**WHEREAS**, the State may also obtain money from participating Local Governments for costs associated with Devices from the Local Government's state-shared taxes;

**WHEREAS**, through the Local Government's participation and for the duration of its participation period, the Local Government will be responsible for fifty percent (50%) of the cost associated with Devices that have been ordered on or after July 1, 2019;

**WHEREAS**, the Local Government understands through the execution of this document that the State will provide funds matching each Local Government's budgeted amount for participation in the fund, subject to an appropriation by the State and the solvency of either or both of the accounts contained in the EMIF;

**WHEREAS**, for each upcoming fiscal year, the Local Government agrees that it will work cooperatively with the State to develop its budgeted amount for participation in the fund prior to approval by the Local Government's legislative body to determine if the State anticipates having sufficient funds to provide its fifty percent (50%) match;

**WHEREAS**, for each year of participation subsequent to the Local Government's initial participation year, and no later than a date certain established by the State Treasurer, the Local Government shall notify the State Treasurer of the budgeted amount that is approved for its continued participation in the EMIF within thirty (30) days after the Local Government budget is approved by the local legislative body along with a copy of the approved budget; said budgeted amount shall appropriate the funds necessary for the Local Government to meet its liabilities;

**WHEREAS**, to the extent that the Local Government does not pay its costs associated with Devices, the State will cease paying its portion of the costs, and the State will not approve any claims or pay any invoices on a going forward basis until such time that the Local Government has sufficient funds;

**WHEREAS**, subject to applicable rules, policies, procedures and guidance from the State, a Local Government may amend its budget by reducing and not increasing its budgeted amount;

**WHEREAS**, the Local Government shall be solely responsible for its liability in its EMIF participation as indicated in applicable laws, rules, this resolution and memorandum of understanding; and

**WHEREAS**, should a Local Government withdraw its participation from the EMIF, the Local Government shall

pay outstanding liabilities for Device invoices for claims that were approved during the period of time the Local Government participated in EMIF.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Directors for the Fayette County Commission hereby authorizes the Local Government participation in EMIF with the Local Government being solely responsible for meeting the requirements, conditions, limitations and restrictions relative to the payment of its liabilities associated with participation in the EMIF. The Board of Directors has also adopted a budget appropriating the funds necessary to meet the Local Government's liabilities associated with its participation in EM IF and has committed a budgeted amount of \$20,000 that will be used to fund its participation for the fiscal year beginning July 1,2019. A copy of the budget is attached hereto;

---

Rhea Taylor, County Mayor

STATE OF TENNESSEE

COUNTY OF FAYETTE

I, Sue Culver, County Clerk of Fayette County, Tennessee, does hereby certify that this is a true and exact copy of the foregoing Resolution that was approved and adopted in accordance with applicable law at a meeting held on the 24<sup>th</sup> day of September 2019, the original of which is on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand, and the seal of the County of Fayette, Tennessee.

---

As Clerk of the Board, as aforesaid

Seal

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Motion was made by Commissioner Leggett, second by Commissioner Rice that next year's participation in the EMIF shall not exceed \$25,000. The motion was unanimously approved.

Commissioner German moved to approve the following 9-1-1 fee increase resolution. The motion was seconded by Commissioner Oglesby and passed unanimously.

10.3.6.7

**RESOLUTION**

TITLE: A RESOLUTION TO REQUEST MEMBERS OF THE LEGISLATIVE DELEGATION TO THE GENERAL ASSEMBLY TO CO-SPONSOR AND SUPPORT A JOINT RESOLUTION TO RESTORE THE EMERGENCY COMMUNICATIONS SERVICE CHARGE ("9-1-1 FEE") TO THE MONTHLY RATE OF \$1.50.

WHEREAS, the General Assembly authorized the 9-1-1 fee to be \$1.50/month in 1998, as then applicable to residential phone lines, at the onset of the cellular phone era; and,

WHEREAS, in 2014, the 9-1-1 fee was reduced to \$1.16; and

WHEREAS, local governments created Emergency Communications Districts ("ECDs") to provide the life-saving 9-1-1 service for all residents in their Districts, contribute property taxes for this purpose, and require adequate user funding for this essential duty; and,

WHEREAS, pursuant to the authority of T.C.A. 7-86-128 (b) (1), the Tennessee Emergency Communications Board ("TECB"), following public hearing, properly adopted a recommendation to restore the monthly 9-1-1 fee to \$1.50, which must be approved by a Joint Resolution of the State Senate and House of Representatives;

NOW, THEREFORE, BE IT RESOLVED BY THIS LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That we do hereby request that a copy of this resolution be sent to members of the State Senate and House of Representatives that represent, in whole or in part, this jurisdiction; and, further, that we do hereby request each such member of the General Assembly to co-sponsor and support the Joint Resolution to restore the 9-1-1 fee, as stated above; and

FURTHER, BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM & AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

SIGNED:

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK



Commissioner Farley moved to approve the contract for Comcast Internet Service at the Mayor's office. The contract is for a term of three years, with an installation charge of \$199 and a monthly recurring charge of \$141.85. The motion was seconded by Commissioner Lillard and passed unanimously.



**BUSINESS SERVICE ORDER AGREEMENT**

Account Name: Fay County Mayor Office

ID#: 23311050

**COMCAST BUSINESS TOTAL SERVICE CHARGES**

Comcast Business					Total Monthly Service Charge	
Selection	QTY	Quantity	Unit Cost	Total Cost		\$101.00
Business In-home/TV/Voice Installation Fee	X		\$199.00	\$199.00	Port/Lead Cost (if applicable)	
Video Activation Fee*					Discount On Internet (\$ if applicable)	\$0.00
Auto Attendant Setup Fee					Discount On Video (if applicable)	
Toll Free Activation Fee					Discount On Voice (if applicable)	
Directory Listing Suppression Fee					Discount On Voice Edge Select Setup (if applicable)	
VoiceEdge Select Setup Activation Fee**						

\* Video activation fee, applies to all activation charges.  
 \*\* See the Selects, Fees, Plans, and Rates page for details.

Total Discount: \$0.00

**Total Recurring Monthly Bill: \$141.00**

**Total Installation Charges: \$199.00**  
\*\* Does not include Custom Installation Fees

\* Applicable to certain, state, and local taxes and fees may apply.

**GENERAL SPECIAL INSTRUCTIONS**

**COMCAST BUSINESS SERVICE ORDER AGREEMENT**

11.1

Account Name: **Fay County Mayor Office**

ID#: **23311050**

CUSTOMER INFORMATION (Service Location)	
Address 1	13095 N MAIN ST
City	SOMERVILLE
Address 2	
State	TN
Primary Contact Name	Rzy Taylor
ZIP Code	38988
Business Phone (801) 465-5202	
County	
Cell Phone	
Email Address	rtaylor@fayclain.us
Pager Number	
Primary Fax Number	
Technical Contact Name	
Tech Contact On-Site?	No
Technical Contact Business Phone	
Technical Contact Email	
Property Mgr. Phone	

COMCAST BUSINESS SERVICES	
Selection (X)	
Business Voice	
Business Internet	X
Business TV	
Service Term (Months)	36

COMCAST BUSINESS SERVICES DETAILS																																													
<b>Business Voice*</b>	<b>Comcast Business Packages</b>																																												
<table border="1"> <thead> <tr> <th>VOICE SELECTIONS</th> <th>Quantity</th> <th>Unit Cost</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td>Full Feature Voice Lines</td> <td>0</td> <td></td> <td></td> </tr> <tr> <td>1-8 Lines</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Basic Lines</td> <td>0</td> <td></td> <td></td> </tr> <tr> <td>Toll Free Numbers</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Toll Lines</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Equipment Fee</td> <td></td> <td></td> <td></td> </tr> <tr> <th colspan="2">VOICE OPTIONS</th> <th>Selection(X)</th> <th>Total Cost</th> </tr> <tr> <td>VoiceMail</td> <td>0</td> <td></td> <td></td> </tr> <tr> <td>Enhanced Listings</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Auto-Attendant</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	VOICE SELECTIONS	Quantity	Unit Cost	Total Cost	Full Feature Voice Lines	0			1-8 Lines				Basic Lines	0			Toll Free Numbers				Toll Lines				Equipment Fee				VOICE OPTIONS		Selection(X)	Total Cost	VoiceMail	0			Enhanced Listings				Auto-Attendant				Package Name: CEN_SP_199.95H/5_3yr PACKAGE DESCRIPTION \$50 MRC Discount off Business Internet 75 for discounted rate of \$99.95. MRC Discount rolls in rate used in month 37. 3 year term required. Taxes, Usage, Fees, and Equipment are extra.
VOICE SELECTIONS	Quantity	Unit Cost	Total Cost																																										
Full Feature Voice Lines	0																																												
1-8 Lines																																													
Basic Lines	0																																												
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VOICE OPTIONS		Selection(X)	Total Cost																																										
VoiceMail	0																																												
Enhanced Listings																																													
Auto-Attendant																																													

\*Voice offers & options not available in all markets

VoiceEdge Select Selections*						
Voice Selections	Quantity	Unit Price(MRC)	Total Price(MRC)	Unit Price(NRC)	Total Price(NRC)	
VoiceEdge Select Service	0	\$0.00	\$0.00	\$0.00	\$0.00	
Carriers Handset	0	\$0.00	\$0.00	\$0.00	\$0.00	
Wireless Smartphone	0	\$0.00	\$0.00	\$0.00	\$0.00	

\*Available for All America's Best Value Group and Best Value

Business Internet*		
<b>INTERNET SELECTIONS</b>	<b>Selection(X)</b>	<b>Total Cost</b>
Speed - Business Internet 75	X	\$146.95
Equipment Fee	X	\$16.95
<small>*Business Internet speed for selections not available in all markets. Internet selections &amp; speeds not available in all markets.</small>		
<b>INTERNET OPTIONS</b>	<b>Selection(X)</b>	<b>Total Cost</b>
Static IP V4/V6 - 6	X	\$24.05
WiFi - Business Wifi Standard	X	\$0.00

Business TV**			
<b>TV SELECTIONS</b>	<b>Selection</b>	<b>Total Cost</b>	
Basic			
Select			
Information & Entertainment			
Variety			
Standard			
Preferred			
<b>TV OPTIONS</b>	<b>Selection</b>	<b>Total Cost</b>	
Sports Pack**			
Channel Selects			
Music Choice W/Comcast Business TV			
Other			
Other			
<b>TV OUTLETS</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Additional Outlets			
mini mDTA/mDTA Type	# of Outlets	NRC	MRC

\*\*TV selection, TV outlet type & quantity not available in all markets. TV selection & speeds not available in all markets. TV selection & speeds not available in all markets. TV selection & speeds not available in all markets.

Order Form Version: 08/08





**BUSINESS SERVICE ORDER AGREEMENT**

Account Name: Fay County Mayor Office

ID#: 23311050

Toll Free #	Calling Origination Area	Associated TN

**Directory Listing Details**

Directory Listing (Phone Number, Extension, Line 2)	
Directory Listing Phone Number	
Directory Listing Display Name	
DA/DL Header Text Information	
DA/DL Header Code Information	
Standard Industry Code Information	

**Additional Voice Details**

Caller ID (Yes/No)	
Caller ID Display Name (max 15 char)	
International Dialing (Yes/No)	No
Call Blocking (Yes/No)	
Auto Attendant (Yes/No)	No

**COMCAST BUSINESS VOICE EDGE CONFIGURATION DETAILS**

**Voice Edge Directory Listing Details**

Directory Listing (Phone Number, Extension, Line 2)	
Directory Listing Phone Number	
Directory Listing Display Name	
DA/DL Header Text Information	
DA/DL Header Code Information	

**Voice Edge Additional Voice Details**

Caller ID (Yes/No)	
International Dialing (Yes/No)	
Caller ID Display Name (max 15 characters)	
Call Blocking (Yes/No)	
Enterprise Extension Dialing?	

**COMCAST  
BUSINESS**

**BUSINESS SERVICE ORDER AGREEMENT**

Account Name: Fay County Mayor Office

ID#: 23311050

CUSTOMER BILLING INFORMATION	
Billing Account Name: <u>Fay County Mayor Office</u>	City: <u>SOMERVILLE</u>
Billing Name (3rd Party Accounts): _____	State: <u>VA</u>
Address 1: <u>13095 N MAIN ST</u>	ZIP Code: <u>23066</u>
Address 2: _____	Billing Contact Email: <u>rtaylor@faycountyva.us</u>
Billing Contact Name: <u>Ray Taylor</u>	Billing Contact Phone: <u>(501) 485-5202</u>
Tax Exempt? <u>Yes</u>	Billing Fax Number: _____
* If yes, please provide and attach tax exemption certificate.	

**AGREEMENT**

1. This Comcast Business Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments; (2) Terms and Conditions; and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (<http://business.comcast.com/terms-conditions/index.aspx>). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions/uses.aspx> (or any successor URL) and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/privacy.aspx> (or any successor URL), both of which Comcast may update from time to time.

2. Comcast Business Voice, Internet, TV, Comcast Business SecurityEdge and Comcast Business SmartOffice™ Services ("Service") carry a 30 day "money back guarantee". If, within the first 30 days following Service installation, Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for the monthly recurring fee paid for the first 30 days of Service, excluding installation charges, fees, taxes and voice usage charges, however, Customer will be charged any remaining payments owed for non-refundable fees (including installation) and other charges. In order to be eligible for the refund, Customer must cancel Service within 30 days after installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00.

\*Comcast Business Trunks and Comcast Business VoiceEdge™ carry a 60 day money back guarantee, subject to the above terms.

\*\*The money back guarantee does not apply to Hospitality Video or Ethernet Services.

3. To complete a Voice order, Customer must execute a Comcast Letter of Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

4. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

5. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

6. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS DIGITAL VOICE SERVICE, CUSTOMER, BY SIGNING BELOW, ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE FOLLOWING 911 NOTICE:

**911 NOTICE**

Comcast Business Digital Voice service ("Voice Service") may have the 911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using Voice Service, Comcast must have the correct service address for the telephone number used by the Company. If the Voice Service or any Voice Service device is moved to a different location without Company providing an updated service address, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or Voice Service (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location may also increase these risks.
- The Voice Service uses electrical power in the Company's premises. If there is an electrical power outage, 911 calling may be interrupted if a battery back-up is not installed in the voice modem, fails, or is exhausted.
- Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, a broadband connection failure, or another technical problem.
- Customer should call Comcast at 1-888-824-8104 if it has any questions or needs to update a service address in the 911 system. Delays in updating the service address may also impact 911.
- BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE.**

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at <a href="http://business.comcast.com/terms-conditions/index.aspx">http://business.comcast.com/terms-conditions/index.aspx</a>	
Signature:	_____
Print: <u>Ray Taylor</u>	_____
Title:	_____
Date:	_____

FOR COMCAST USE ONLY	
Sales Representative:	<u>Robert Cohen</u>
Sales Representative Code:	_____
Sales Manager/Director Name:	<u>Robert Taylor</u>
Sales Manager/Director Approval:	_____
Division:	<u>Central</u>
SmartOffice License Number:	_____

Commissioner German moved to approve the following Budget Amendment to purchase a used vehicle for the Fire Department. The motion was seconded by Commissioner Ray Seals

and passed unanimously.

11.2

**RESOLUTION**

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 24<sup>th</sup> day of September, 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  
September 2019**

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<u>54310</u> <u>Fire Department</u>		
718    Motor Vehicles		\$ 11,000.00
790    Other Equipment	\$11,000.00	
Subtotal-54310	\$11,000.00	\$ 11,000.00
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>	<b>\$ 11,000.00</b>	<b>\$ 11,000.00</b>
<b>Prior Estimated Expenditures</b>		<b>\$ 19,682,827.85</b>
<b>Total Estimated Expenditures this Amendment</b>		<b>\$ 19,693,827.85</b>
<b>Projected Fund Balance before Amendment</b>		<b>\$ 5,162,006.00</b>
<b>Change in Fund Balance this Amendment</b>		<b>\$ 0.00</b>
<b>Estimated Ending Fund Balance as of June 30, 2020</b>		<b>\$ 5,162,006.00</b>

Commissioner Steve Reeves moved to approve the Fayette County Chamber of Commerce proclaiming the month of October as “Manufacturing Month” and celebrating the businesses in the County associated with manufacturing. The motion was seconded by Commissioner Norton 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