

## FAYETTE COUNTY LEGISLATIVE BODY

NOVEMBER 24, 2020

**BE IT REMEMBERED** that the Fayette County Legislative Body met in regular session on November 24, 2020, at the Bill G. Kelley Criminal Justice Complex in Somerville, Tennessee. Present and presiding was County Mayor Rhea Taylor. Also present was Inspector Ray Garcia of the Fayette County Sheriff's Department, Sue W. Culver, County Clerk, and the following County Commissioners: Charles E. Dacus, Jr., Ben Farley, Willie German, Jr., Tim Goodroe, Jimmy Jordan, Terry Leggett, David Lilliard, Sylvester Logan, 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 all nineteen (19) Commissioners present.

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

Due to the novel coronavirus pandemic Chairman Taylor made mention that the Fayette County Commission, in accordance with Tennessee Governor Bill Lee's Executive Order 16, has determined that having this meeting by electronic means is necessary to protect the health, safety, and welfare, of Fayette County Citizens in light of the COVID-19 outbreak that the provisions of Tennessee Code Annotated (TCA), Section 8-44-108, which addresses Open Meetings guidelines are in effect; and the meeting will be conducted in a manner consistent with Section 19 of the Tennessee Constitution, allowing monitoring by the press. Commissioner Powers moved that the meeting be held electronically in compliance with Governor Bill Lee's Executive Order 16 and in accordance with all of the provisions of that order. The motion was seconded by Commissioner Perkins and passed unanimously on roll call vote.

Commissioner Powers moved to approve the minutes from October 27, 2020. The motion was seconded by Commissioner Perkins and passed unanimously on roll call vote.

Commissioner Ray Seals moved to approve the following as notaries public: Pam Hart Burch, Robert L. Collie, Jr., Marilyn L. Conery, Linda McNabb Dollahite, Tom Hudgens, Toyior Kee, Jennifer McCoy, Latoya Parker, Karen L. Pennington, David Robertson, and Karen Lynn Willey. The motion was seconded by Commissioner Watkins, and passed unanimously on roll call vote.

Commissioner Farley moved to approve Bob Meagher and Mark Dickens as new Airport Board Members. The motion was seconded by Commissioner Perkins and passed unanimously on roll call vote.

Commissioner Jimmy Jordan placed the name of Jim Rike in nomination for the position on the Public Works Board left vacant when Commissioner Jordan was appointed to the County

Commission to complete the unfinished term of Johnny Walker who resigned. Commissioner Perkins seconded the motion which passed unanimously on a roll call vote.

Chairman Taylor reminded Commissioners that financial reports were in their packets, and that any questions should be taken up with the proper official.

Chairman Taylor reported for the County Mayor's Office, stating that the virus' numbers are going up but not as bad as in the surrounding counties. In the last 30 days we have had 4 people hospitalized. Fayette County has no mask mandate at this time, but that he is encouraging people to wear one. Several of the counties around us have worse numbers than we do. He also stated that he has been told by those raising funds for the animal shelter that there should be a grand opening in the near future at the Hardeman County shelter. The survey for Fayette County's new shelter is in the works.

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

Superintendent of Schools, Dr. Versie Hamlet reported for the Board of Education.

Commissioner Farley reported for the Development Committee which met on November 9, 2020, and discussed the positions on the Airport Board and the Public Works Board already discussed in this meeting. Also discussed was a full-time employee at the Airport for maintenance, internet for the county offices, and moving funds from the fund balance to replace an excavator for Public Works. The Mayor reported that he is working with AT & T to bring faster and more reliable internet to County Offices.

Commissioner Steve Reeves reported for the Health and Welfare Committee, which met on November 9, 2020, and discussed the ambulance report, Pet Data Contract extension, and received an update on Chronic Wasting Disease.

The Personnel Committee did not meet.

Commissioner Dacus reported for the Education Committee which met on November 10, 2020 and discussed some budget amendment requests for the School Board.

Commissioner Rice reported for the Criminal Justice/Public Safety Committee which met on November 10, 2020, and discussed the Sheriff's report which shows 102 inmates at the jail at the time of the meeting. Also discussed was the LaGrange Fire Lease and Agreement, Fire Department Pumper Purchase, Fire Department Budget Amendment, and the Justice Complex Study Budget Amendment.

Commissioner German reported for the Budget Committee which met on November 10, 2020.

Commissioner German moved to approve the following budget amendment to fund 101 for Squad 11, for the purchase of a newer brush truck. The motion was seconded by

Commissioner Rice and passed unanimously on roll call vote .

**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 24th day of November, 2020, 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 20/21  
Nov-20**

<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
<b>54310</b>	<b>Fire Prevention &amp; Control</b>		
718	Motor Vehicles		\$ 20,000.00
790	Other Equipment	\$ 20,000.00	
	<b>Subtotal-54310</b>	<b>\$ 20,000.00</b>	<b>\$ 20,000.00</b>
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>		<b>\$ 20,000.00</b>	<b>\$ 20,000.00</b>
<b>Prior Estimated Expenditures</b>			<b>\$ 19,976,059.85</b>
<b>Total Estimated Expenditures this Amendment</b>			<b>\$ 19,976,059.85</b>
<b>Projected Fund Balance before Amendment</b>			<b>\$ 7,956,845.00</b>
<b>Change in Fund Balance this Amendment</b>			<b>\$ -</b>
<b>Estimated Ending Fund Balance as of June 30, 2021</b>			<b>\$ 7,956,845.00</b>

Commissioner German moved to approve the following Budget Amendment to Fund 101, moving funds for the Airport CARES ACT into a spendable line item for fuel

dispensers and hangar improvements. The motion was seconded by Commissioner Farley and passed unanimously on roll call vote.

**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 24th day of November, 2020, 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 20/21  
Nov-20**

<u>Adjustment to Revenue Accounts:</u>		<u>INCREASE</u>	<u>DECREASE</u>
47302	CARES ACT #2	\$ 30,000.00	
<b>TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:</b>		<u>\$ 30,000.00</u>	<u>\$ -</u>
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
58802	CARES ACT #2 Expenditures		
335	Repairs & Maintenance Buildings		\$ 30,000.00
	Subtotal-58802	\$ -	\$ 30,000.00
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>		<u>\$ -</u>	<u>\$ 30,000.00</u>
<b>Prior Estimated Expenditures</b>			\$ 19,976,059.85
<b>Total Estimated Expenditures this Amendment</b>			\$ 20,006,059.85
<b>Projected Fund Balance before Amendment</b>			\$ 7,956,845.00
<b>Change in Fund Balance this Amendment</b>			\$ -
<b>Estimated Ending Fund Balance as of June 30, 2021</b>			\$ 7,956,845.00

Commissioner German moved to approve the following Budget amendment to Fund 101 for an adjustment to the Election Commission Budget. The motion was seconded by Commissioner Norton and passed unanimously on roll call vote.

**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 24th day of November, 2020, 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 20/21  
Nov-20**

<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
<b>51500</b>	<b>Election Office</b>		
193	Election Workers	\$ 4,300.00	
317	Data Processing Services		\$ 1,500.00
328	Janitorial Services		\$ 2,800.00
	<b>Subtotal-51500</b>	<b>\$ 4,300.00</b>	<b>\$ 4,300.00</b>
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>		<b>\$ 4,300.00</b>	<b>\$ 4,300.00</b>
<b>Prior Estimated Expenditures</b>			\$ 19,976,059.85
<b>Total Estimated Expenditures this Amendment</b>			\$ 19,976,059.85
<b>Projected Fund Balance before Amendment</b>			\$ 7,956,845.00
<b>Change in Fund Balance this Amendment</b>			\$ -
<b>Estimated Ending Fund Balance as of June 30, 2021</b>			\$ 7,956,845.00

Commissioner German moved to approve the following budget amendment to fund 131(Public Works) moving funds from Fund Balance to replace some excavators. The motion was seconded by Commissioner Oglesby and passed unanimously on roll call vote.

**FAYETTE COUNTY PUBLIC WORKS DEPARTMENT**

115 YANCEY STREET  
P.O. BOX 579  
SOMERVILLE, TENNESSEE 38068

901-465-5222  
FAX 901-465-9105

HANK FRANCK, Chairman  
WESLEY PARKS, Secretary  
WAYNE DOWDY, Superintendent

RONNIE WILKINS  
BILL McCLURE, JR

**Public Works Fund 131  
20-21 Budget Amendment No. 1**

<u>EXPENDITURES</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED TOTAL</u>
<b>68000 Capital Outlay</b>			
714 Highway Equipment	\$250,000		\$400,000
Net Change Expenditures	\$250,000		\$7,651,893
Excess of Est. Revenues Over (Under) Est. Expenditures			(\$431,745)
Est. Beginning Fund Balance FY 20-21			\$3,119,189
Est. Ending Fund Balance FY 20-21			\$2,687,444

Commissioner German moved to approve the following amendments to the School Board Budget. The motion was seconded by Commissioner Norton and passed unanimously on roll call vote.

Fayette County Schools Board of Education  
Budget Amendments FY 20/21

Amendment

Date Submitted 11/5/20

Fund: 141  
Sub Fund: 71100-Regular Instructi  
Grant:

Adjustment to Revenue

Account	Account Description	Decrease	Increase
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Total Amount  
Increase/Decrease to Revenue  
Accounts

Adjustment to Expenditure

Account	Account Description	Increase	Decrease
141-71100-204	State Retirement		\$37,000.00
141-71100-217	Hybrid Stabilization	\$37,000.00	

Total Amount  
Increase/Decrease to  
Expenditure Accounts  
Total

\$37,000.00	\$37,000.00
\$37,000.00	\$37,000.00

Projected Fund Balance before  
Amendment  
Estimated Fund Balance after the  
amendment

Explanation Amended to balance hybrid stabilization account  
for regular instruction program

Signature of Approval

Date:



Fayette County Schools Board of Education  
Budget Amendments FY 20/21

Date Submitted 11/5/20

**Amendment**

Fund: 141  
Sub Fund: 71300 Career and  
Technical Education Program  
Grant:

**Adjustment to Revenue**

Account	Account Description	Decrease	Increase
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**Total Amount  
Increase/Decrease to Revenue  
Accounts**

**Adjustment to Expenditure**

Account	Account Description	Increase	Decrease
141-71300-204	State Retirement		\$2,600.00
141-71300-217	Hybrid Stabilization	\$2,600.00	

**Total Amount  
Increase/Decrease to  
Expenditure Accounts**

<b>Total</b>		\$2,600.00	\$2,600.00
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Projected Fund Balance before  
Amendment  
Estimated Fund Balance after the  
amendment

Explanation: Amended to balance hybrid stabilization account  
for regular instruction program

Signature of Approval

Date:

Fayette County Schools Board of Education  
Budget Amendments FY 20/21

Date Submitted 11/5/20

**Amendment**

Fund: 141  
Sub Fund: 72130-Other Student  
Support  
Grant:

Adjustment to Revenue Account	Account Description	Decrease	Increase
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**Total Amount  
Increase/Decrease to Revenue  
Accounts**

Adjustment to Expenditure Account	Account Description	Increase	Decrease
141-72130-204	State Retirement		\$2,100.00
141-72130-217	Hybrid Stabilization	\$2,100.00	

<b>Total Amount Increase/Decrease to Expenditure Accounts</b>		<b>\$2,100.00</b>	<b>\$2,100.00</b>
<b>Total</b>		<b>\$2,100.00</b>	<b>\$2,100.00</b>

Projected Fund Balance before  
Amendment  
Estimated Fund Balance after the  
amendment

Explanation                      Amended to balance hybrid stabilization account  
for regular instruction program

Signature of Approval

Date:



Fayette County Schools Board of Education  
Budget Amendments FY 20/21

Amendment

Date Submitted 11/5/20

Fund: 141  
Sub Fund: 72310 Board of  
Education  
Grant:

Adjustment to Revenue Account	Account Description	Decrease	Increase
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**Total Amount  
Increase/Decrease to Revenue  
Accounts**

Adjustment to Expenditure Account	Account Description	Increase	Decrease
141-72310-191	Board and Committee Members Fees	\$15,000.00	
141-72310-355	Travel		\$7,500.00
141-72310-599	Other Charges		\$7,500.00

<b>Total Amount Increase/Decrease to Expenditure Accounts</b>		\$15,000.00	\$15,000.00
<b>Total</b>		\$15,000.00	\$15,000.00

Projected Fund Balance before  
Amendment  
Estimated Fund Balance after the  
amendment

Explanation                      Amended budget to balance board and committee  
members fees line item

Signature of Approval

Date:

Fayette County Schools Board of Education  
Budget Amendments FY 20/21

Date Submitted 11/5/20

Amendment

Fund: 141  
Sub Fund: 72510 Fiscal Services  
Grant:

Adjustment to Revenue Account	Account Description	Decrease	Increase
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Total Amount  
Increase/Decrease to Revenue  
Accounts

Adjustment to Expenditure Account	Account Description	Increase	Decrease
141-72510-355	Travel		\$1,750.00
141-72510-399	Other Contracted Services	\$750.00	
141-72510-411	Data Processing Supplies	\$1,000.00	

Total Amount Increase/Decrease to Expenditure Accounts	\$1,750.00	\$1,750.00
Total	\$1,750.00	\$1,750.00

Projected Fund Balance before  
Amendment  
Estimated Fund Balance after the  
amendment

Explanation: Amended budget to balance other contracted  
services and data processing supplies line items

Signature of Approval

Date:



Fayette County Schools Board of Education  
Budget Amendments FY 20/21

Date Submitted 11/5/20

Amendment

Fund: 142  
Sub Fund: 710-72130 Other Studn  
Grant: AWA Project AWARE

Adjustment to Revenue Account	Account Description	Decrease	Increase
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Total Amount  
Increase/Decrease to Revenue  
Accounts

Adjustment to Expenditure Account	Account Description	Increase	Decrease
142-710-72130-105 AWA	142-710-72130-105 AWA	\$60,000.00	
142-710-72130-130 AWA	142-710-72130-130 AWA		\$54,000.00
142-710-72130-189 AWA	142-710-72130-189 AWA		\$6,000.00
142-710-72130-355 AWA	142-710-72130-355 AWA	\$4,000.00	
142-710-72130-399 AWA	142-710-72130-399 AWA		\$40,080.00
142-710-72130-790 AWA	142-710-72130-790 AWA	\$36,080.00	

Total Amount Increase/Decrease to Expenditure Accounts	\$100,080.00	\$100,080.00
Total	\$100,080.00	\$100,800.00

Projected Fund Balance before  
Amendment  
Estimated Fund Balance after the  
amendment

Explanation Amend budget to adjust expenditure line items

Signature of Approval

Date:

Fayette County Schools Board of Education  
Budget Amendments FY 20/21

Amendment

Date Submitted 11/5/20

Fund: 142  
Sub Fund: 894-71200-Special  
Education Program 72220-  
Special Education Program  
Grant: IDEA Innovation

Adjustment to Revenue Account	Account Description	Decrease	Increase
142 894 47143	Revenue		\$20,000.00

**Total Amount  
Increase/Decrease to Revenue  
Accounts**

Adjustment to Expenditure Account	Account Description	Increase	Decrease
142-894-71200-725	Federal through State	\$5,045.00	
142-894-72220-100	Special Education Equipment	\$10,100.00	
142-894-72220-201	Other Salaries and Wages	\$627.00	
142-894-72220-204	Social Security	\$1,080.00	
142-894-72220-212	State Retirement	\$148.00	
142-894-72220-420	Employer Medicare	\$2,000.00	
142-894-72220-599	Instructional Supplies and Materials Other Charges	\$1,000.00	

<b>Total Amount Increase/Decrease to Expenditure Accounts</b>		\$20,000.00	\$20,000.00
<b>Total</b>		\$20,000.00	\$20,000.00

Projected Fund Balance before  
Amendment

Estimated Fund Balance after the  
amendment

Explanation Assign expenditure line items per grant reward

Signature of Approval

Date:



Fayette County Schools Board of Education  
Budget Amendments FY 20/21

Amendment

Date Submitted 11/8/20

Fund: 142  
Sub Fund: 095 71200-Special  
Education Program 72220-  
Special Education Program  
Grant:IDEA Partnership for  
Systematic Change

Adjustment to Revenue

Account	Account Description	Decrease	Increase
142-895-47143	Revenue		\$97,527.00

Total Amount  
Increase/Decrease to Revenue  
Accounts

\$97,527.00

Adjustment to Expenditure

Account	Account Description	Increase	Decrease
142-895-71200-429	Instructional Supplies and Materials	\$67,287.00	
142-895-72220-524	In-Service/Staff Development	\$30,240.00	

Total Amount  
Increase/Decrease to  
Expenditure Accounts  
Total

\$97,527.00    \$97,527.00  
\$97,527.00    \$97,527.00

Projected Fund Balance before  
Amendment

Estimated Fund Balance after the  
amendment

Explanation: Assign expenditure line items per grant reward

Signature of Approval

Date:

**Fayette County Schools Board of Education  
Budget Amendments FY 20/21**

**Amendment**

**Date Submitted 11/5/20**

Fund: 142  
Sub Fund: 931-71100-Regular  
Education Program 72250-  
Education Technology  
Grant: IDEA Reopening and  
Programmatic

<b>Adjustment to Revenue</b>		<b>Decrease</b>	<b>Increase</b>
<b>Account</b>	<b>Account Description</b>		
142-931-47100	Revenue		\$60,000.00

**Total Amount  
Increase/Decrease to Revenue  
Accounts**

<b>Adjustment to Expenditure</b>		<b>Increase</b>	<b>Decrease</b>
<b>Account</b>	<b>Account Description</b>		
142-931-71100-429	Instructional Supplies and Materials	\$23,935.00	
142-931-72250-471	Software	\$11,090.00	
142-931-72250-790	Other Equipment	\$24,975.00	

<b>Total Amount Increase/Decrease to Expenditure Accounts</b>		<b>\$60,000.00</b>	<b>\$60,000.00</b>
<b>Total</b>		<b>\$60,000.00</b>	<b>\$60,000.00</b>

Projected Fund Balance before  
Amendment  
Estimated Fund Balance after the  
amendment

Explanation                      Assign expenditure line items per grant reward

**Signature of Approval**

**Date:**

Fayette County Schools Board of Education  
Budget Amendments FY 20/21

Date Submitted 11/5/20

Amendment

Fund: 143 Cafeteria  
Sub Fund: 73100  
Grant:

Adjustment to Revenue

Account	Account Description	Decrease	Increase
143-34570-BCES	Fund Balance		\$17,000.00

Total Amount

Increase/Decrease to Revenue Accounts			\$17,000.00
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Adjustment to Expenditure

Account	Account Description	Increase	Decrease
143-73100-210	Unemployment	\$15,000.00	
14373100-513	Workman's Comp	\$2,000.00	

Total Amount

Increase/Decrease to Expenditure Accounts		\$17,000.00	\$17,000.00
Total		\$17,000.00	\$17,000.00

Projected Fund Balance before Amendment

Estimated Fund Balance after the amendment

Explanation

Increase the amounts in unemployment benefits based on the increased amounts sent for COVID 19. Also increase amount projected for workman's compensation for 143.

Signature of Approval

Date:

Commissioner German moved to allow a budget amendment to place CARES funds into Fund 171 and to use \$31,975 to pay for the study for the Justice Complex that was authorized last month. The motion was seconded by Commissioner Dale Reaves and passed unanimously on roll

call vote.

**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 24th day of November, 2020, 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 Capital Projects Fund #171 Budget be amended in the following words and figures, to wit:

**CAPITAL PROJECTS FUND  
BUDGET AMENDMENT  
F/Y 20/21  
Nov-20**

<u>Adjustment to Revenue Accounts:</u>		<u>INCREASE</u>	<u>DECREASE</u>
<b>47301</b>	<b>CARES ACT #1</b>	\$ 209,799.00	
<b>TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:</b>		<u>\$ 209,799.00</u>	<u>\$ -</u>
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
<b>54110</b>	<b>Sheriff's Department</b>		
335	Maintenance & Repairs - Buildings		\$ 31,975.00
	<b>Subtotal-54110</b>	\$ -	\$ 31,975.00
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>		<u>\$ -</u>	<u>\$ 31,975.00</u>
<b>Prior Estimated Expenditures</b>			\$ 1,758,323.00
<b>Total Estimated Expenditures this Amendment</b>			\$ 1,790,298.00
<b>Projected Fund Balance before Amendment</b>			\$ 328,695.00
<b>Change in Fund Balance this Amendment</b>			\$ 177,824.00
<b>Estimated Ending Fund Balance as of June 30, 2021</b>			\$ 506,519.00

Commissioner German moved to approve the following “Agreement for Sewage System Services”, the agreement with Somerville to service the Arlington Lagoon. The motion was seconded by Commissioner Steve Reeves and passed unanimously on roll call vote.

AGREEMENT FOR SEWAGE SYSTEM SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 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 will be automatically renewed for additional one (1) year terms unless either party provides written notice of termination which shall be forwarded to the other party, by certified mail, not less than ~~one-hundred-eightyninety~~ (9180) days prior to the proposed termination date.
12. 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.
13. 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.
14. 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 \_\_\_\_\_, 2020.

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 following "Resolution to Extend Fire Protection ToThe City Of LaGrange". The motion was seconded by Commissioner Norton and



passed unanimously.

**RESOLUTION TO EXTEND FIRE PROTECTION TO THE CITY OF LAGRANGE**

November 24, 2020

**WHEREAS**, the City of LaGrange has requested Fayette County to provide fire protection in the city limits of LaGrange; and

**WHEREAS**, this arrangement will be for the betterment of all the area's residents, both inside and outside the city of LaGrange; and

**WHEREAS**, the City of LaGrange offers the use of the present fire station in LaGrange and fire equipment as compensation for the requested fire protection;

**NOW, THEREFORE, BE IT RESOLVED** by the County Commission of Fayette County the County Mayor be authorized to enter into a contract with the City of LaGrange that accomplishes this request; and that the said contract will be reviewed and approved by the County Attorney prior to the signing of said document.

Adopted this 24<sup>th</sup> day of November, 2020.

APPROVED: ATTEST:

\_\_\_\_\_  
County Commission Chairman

\_\_\_\_\_  
County Clerk

Commissioner German moved to approve the following “Fire Engine Purchase Agreement”, an agreement to purchase two new pumpers. The motion was seconded by Commissioner Rice and passed unanimously on a roll call vote.



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 \$622,974 ("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. NEPA, 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 endeavours 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 11 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 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.

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, EVS Apparatus Contract

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

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

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

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

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

Name: Rita "Rita" Taylor

Title: County Mayor

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: October 27, 2020

Customer Name: Fayette County

Quantity	Chassis Type	Body Type	Price per Unit
2	Freightliner	Pumper	\$311,487
			\$
			\$
			\$
			\$

[Insert any trade-in or applicable discounts here.] Price includes HGAC and Multiple unit discount.

Warranty Period: As stated in the specifications published on 9-25-20

Training Requirements: 1 day

Other Matters: a \$100 per working day penalty will be paid if trucks aren't delivered within 13 months.

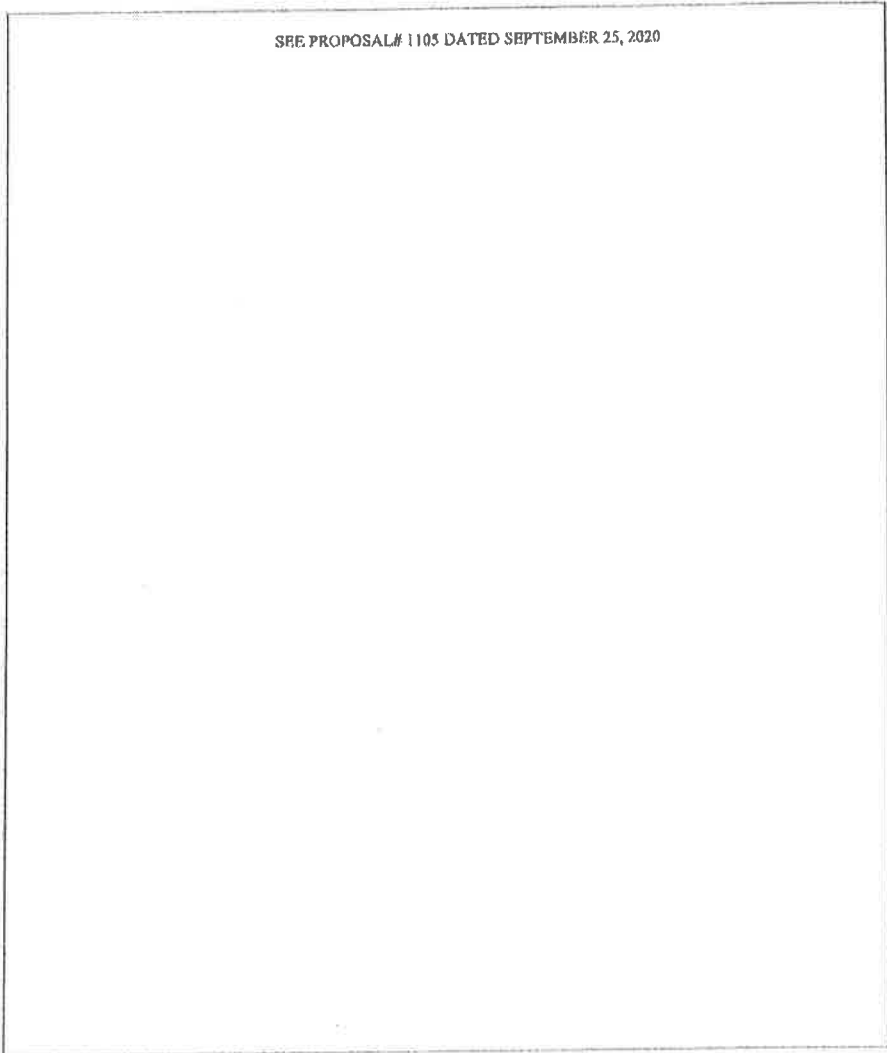
This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any EVS available options, including chassis models. Any addition or deletion may affect the unit price.

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 October 27, 2020 BETWEEN EVS AND Fayette County WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY EVS HEREIN.

EXHIBIT C  
EVS PROPOSAL



EVS Apparatus Contract

6

Effective: 10/01/2017

Page 46

Commissioner German moved to approve the following "Submitting a Bid for Land Parcels at Tax Sale on Behalf of Fayette County Resolution". The motion was seconded by Commissioner Dale Reaves and passed unanimously.

**Submitting a Bid for Land Parcels at Tax Sale on Behalf of Fayette County Resolution**

WHEREAS, any parcel of property which has not had their county property taxes paid for three years is subject to sale; and

WHEREAS, the Clerk and Master of the Fayette County Chancery Court is duty bound to place a bid for the debt ascertained to be due for taxes, interest, penalties, and the costs and fees incident to the collection thereof, where no other bidder offers the same or larger bid for parcels of property on behalf of Fayette County at a delinquent tax sale, as directed in TCA 6-5-2501; and

WHEREAS, it is in the interest of Fayette County to accept only properties that do not pose an undue burden on all Fayette County citizens; and

WHEREAS, Tennessee law allows the Fayette County Commission to direct the Fayette County Clerk and Master to not offer a bid upon any property that places an environmental or financial liability that is not in the best interest of the county, per TCA 67-5-2506; and

Be it resolved by the Board of County Commissioners of Fayette County, Tennessee that the Clerk and Master of the Fayette County Chancery Court shall follow these instructions:

**Section 1.** The Clerk and Master of Fayette County Chancery Court shall not offer a bid upon any property which falls into any of these categories, per TCA 67-5-2506:

- a. Non-Buildable parcels
- b. Non-conforming parcels
- c. Storm Water Detention Basins
- d. Drainage ditches
- e. Private road rights-of-way
- f. Private drives
- g. Common open areas
- h. Utility Easements

**Section 2.** Prior to any bid being offered in a delinquent county property sale, the Clerk and Master, along with the Delinquent Tax Attorney, shall provide all properties in which a bid is not received at a delinquent tax sale to the County Mayor so that a determination can be made as to whether the property poses an environmental risk or has financial liabilities associated with the property such that it is not in the best interest of the county to take possession of the property, per TCA 67-5-2506.

- a. The County Mayor will determine if there is such a liability associated with the property. He will then will give his determination to the Clerk and Master. If such a determination is made that such a liability exists, the Clerk and Master will be directed to not enter a bid on that parcel at any subsequent county property tax sale.
- b. The County Mayor shall report to the County Commission at the next meeting the results of any determination given to the Clerk and Master.

**Section 3.** The Clerk and Master shall notify the County Mayor within 7 days whenever a winning bid for a parcel in the county's name has been made, whether a determination for any previous environmental or financial liability has been made or not.

- a. The County Mayor may make an evaluation of the parcel to determine whether the value of the parcel or amount of money the county is likely to receive if the county sold the parcel exceeds the financial obligations or environmental risks associated with the parcel, per TCA 67-5-2507.
- b. If a determination is made that the financial liabilities outweigh the price the parcel is worth, the County Mayor may seek the permission of the Fayette County Commission by 2/3 vote to request relief from the courts, per TCA 67-5-2507(c).

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved:

Attest:

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

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

Commissioner German moved to approve a seven-month extension of services with Pet Data Inc. The motion was seconded by Commissioner Steve Reeves and passed on roll call vote.



**FIRST AMENDMENT TO  
AGREEMENT FOR ANIMAL LICENSING SERVICES**

THIS FIRST AMENDMENT to Consulting Services Agreement (this "Amendment") is made and entered into this 16th day of November, by and between Fayette County, Tennessee Government, and hereinafter called "COUNTY," and PetData Inc., a Texas for-profit corporation ("CONTRACTOR").

RECITALS:

A. COUNTY and CONTRACTOR have previously entered into that certain Agreement for Animal Licensing Services having an Execution Date of January 31, 2017 (the "Agreement").

B. COUNTY and CONTRACTOR desire to modify the Agreement as hereinafter set forth.

COVENANTS:

NOW, THEREFORE, in consideration of the Recitals, which are true and correct and incorporated into the body of this Amendment by reference, and other good and valuable consideration, the receipt and total sufficiency of which are hereby acknowledged, COUNTY and CONTRACTOR hereby agree as follows:

1. Amendment to Section 2. Section 2 of the Agreement is hereby amended to read as follows:

The first extension term of this Agreement shall commence on December 1, 2020 and shall expire on June 30, 2021 unless this Agreement is sooner terminated in accordance with the other provisions of this Agreement.

2. Continuing Effect. Except as expressly modified by the terms and provisions of this Amendment, each and every of the terms and provisions of the Agreement are unchanged and continued in full force and effect. The Agreement, as amended hereby, shall continue in full force and effect.

3. Parties Bound. This Amendment shall be binding upon the parties hereto and their respective successors and assigns.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. It shall

not be necessary for each party to sign all counterparts, and separate signature pages may be attached to any counterpart in order to make a complete counterpart. In any action or proceeding related to this Amendment, it shall not be necessary to produce or account for all counterparts. A signature to this Amendment that is made electronically or that is transmitted by facsimile, computer file, or other electronic means shall be fully binding as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date first above written.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOW]

COUNTY:

FAYETTE COUNTY, TENNESSEE

By: \_\_\_\_\_

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

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

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

Attest:

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

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

Approved as to form:

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

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

CONTRACTOR:

PETDATA, INC.  
a Texas for-profit corporation

By: \_\_\_\_\_

Christopher A. Richey, President

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

Commissioner German moved to approve the following salary for a full time Airport Maintenance Personnel. The motion was seconded by Commissioner Logan and passed unanimously on roll call vote.

Airport Maintenance Personnel

**FY 20-21**

11/10/2020

Salary Increase	\$ 8,820
(for remainder of year)	
Insurance	\$ 3,990
SS/Medicare	\$ 675
	<u>\$ 13,485</u>

Revenue from Additional Fuel Sales	\$ 13,485
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**FY 21-22**

Salary Increase	\$ 17,640
Insurance	\$ 6,840
SS/Medicare	\$ 1,350
	<u>\$ 25,830</u>

Reduction in Part Time Labor	\$ 25,830
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Commissioner Oglesby moved to approve the following Budget Amendment to cover expenses under the CARES ACT #2. The motion was seconded by Commissioner Norton and passed

unanimously on roll call vote.

**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 24th day of November, 2020, 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 Capital Projects Fund #171 Budget be amended in the following words and figures, to wit:

**CAPITAL PROJECTS FUND  
BUDGET AMENDMENT  
F/Y 20/21  
Nov-20**

<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
49800      Transfers In	\$      607,605.00	
<b>TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:</b>	<b>\$      607,605.00</b>	<b>\$                    -</b>
Prior Estimated Expenditures		\$   1,758,323.00
Total Estimated Expenditures this Amendment		\$   1,758,323.00
Projected Fund Balance before Amendment		\$      328,695.00
Change in Fund Balance this Amendment		\$      607,605.00
Estimated Ending Fund Balance as of June 30, 2021		\$      936,300.00

Commissioner Oglesby moved to approve the School Budget amendment to transfer in some additional state funds received from the state by the schools in the amount of \$100,080.00

And adjust expenditure line items. The motion was seconded by Commissioner Sills and passed unanimously.

Fayette County Schools Board of Education  
Budget Amendments FY 20/21

Amendment

Date Submitted 11/5/20

Fund: 142  
Sub Fund: 710-72130 Other Studn  
Grant: AWA Project AWARE

Adjustment to Revenue

Account	Account Description	Decrease	Increase
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Total Amount  
Increase/Decrease to Revenue  
Accounts

Adjustment to Expenditure

Account	Account Description	Increase	Decrease
142-710-72130-105 AWA	142-710-72130-105 AWA	\$60,000.00	
142-710-72130-130 AWA	142-710-72130-130 AWA		\$64,000.00
142-710-72130-189 AWA	142-710-72130-189 AWA		\$6,000.00
142-710-72130-355 AWA	142-710-72130-355 AWA	\$4,000.00	
142-710-72130-399 AWA	142-710-72130-399 AWA		\$40,080.00
142-710-72130-780 AWA	142-710-72130-780 AWA	\$36,080.00	

Total Amount  
Increase/Decrease to  
Expenditure Accounts  
Total

\$100,080.00	\$100,080.00
\$100,080.00	\$100,080.00

Projected Fund Balance before  
Amendment  
Estimated Fund Balance after the  
amendment

Explanation Amend budget to adjust expenditure line items

Signature of Approval

Date:

Commissioner Perkins moved to authorize the Mayor to apply for a county credit card as recommended by the auditor. The motion was seconded by Commissioner Norton and passed unanimously on a roll call vote.



Commissioner Watkins moved to cancel the December Meeting. The motion was seconded by Commissioner Norton and passed unanimously on a roll call vote.

**RESOLUTION TO CANCEL DECEMBER 2020 COUNTY COMMISSION MEETINGS  
FOR FAYETTE COUNTY**

**WHEREAS**, *Tennessee Code Annotated*, 5-5-104, permits counties, upon a majority vote of their respective county legislative bodies, to enact a resolution stipulating the time, day and place of their county legislative body's regular meeting, and

**WHEREAS**, Fayette County is required to have at least four meetings per year, and has fulfilled the requirement, and

**WHEREAS**, the December Fayette County Commission meeting would occur during the busy holiday season surrounding Christmas and New Year's, and

**WHEREAS**, there being no urgent business of the Fayette County Commission, or business that cannot be resolved by a special called meeting of the Fayette County Commission,

**NOW, THEREFORE, BE IT RESOLVED** by the county legislative body of Fayette County that the December 7 -- 8, 2020 committee meetings and the December 22, 2020 meeting of the Fayette County Commission are cancelled.

Adopted this 24<sup>th</sup> day of November, 2020.

APPROVED:

ATTEST:

\_\_\_\_\_  
County Commission Chairman

\_\_\_\_\_  
County Clerk

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 W. Culver, County Clerk