

FAYETTE COUNTY LEGISLATIVE BODY

SEPTEMBER 22, 2020

BE IT REMEMBERED that the Fayette County Legislative Body met in regular session on September 22, 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, 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 eighteen (18) Commissioners present. Commissioner David Lillard was absent.

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 Logan then 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 Farley, and passed unanimously on roll call vote.

Commissioner Perkins moved to approve the minutes from August 25, 2020. The motion was seconded by Commissioner Powers and passed unanimously on roll call vote

The first item on the agenda was a Public Hearing on a resolution to confine solar power generation facilities generally to within one (1) Mile of a 161 KV Tennessee Valley Authority Right of Way. The Planning Commission is in favor of the resolution, but the Development Committee is not. The floor was opened for a public hearing. Speaking against the resolution was Gary Bullwinkle, resident of 5780 Yum-Yum Road. Dr. William Hendry then addressed the Board speaking against the Resolution. With no one speaking for the resolution, the public hearing was closed.

Commissioner Steve Reeves moved to approve the resolution, and Commissioner Farley provided a second to the motion. A roll call vote was taken with the following results:

Voting YES: Commissioners: Farley, German, Goodroe, Jordan, Leggett, Norton, Perkins, Powers, Dale Reaves, Steve Reeves, Rice, and Robert Sills (12)

Voting NO: Commissioners: Dacus, Logan, Oglesby, Seals, Walker, and Watkins (6)

Thereupon, the resolution passed.

RESOLUTION

A RESOLUTION TO CONFINE SOLAR POWER GENERATION FACILITIES GENERALLY TO WITHIN ONE (1) MILE OF A 161 KV TENNESSEE VALLEY AUTHORITY RIGHT-OF-WAY

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

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

WHEREAS, pursuant to Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendment by the Fayette County Regional Planning Commission on September 8, 2020, the time and place of which was published with at least five (5) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 and Article IV of the Fayette County Zoning Resolution a public hearing was held before the Fayette County Board of Commissioners on September 22, 2020, the time and place of which was published with at least fifteen (15) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS, IN REGULAR SESSION ASSEMBLED THIS 22nd DAY OF SEPTEMBER, 2020:

SECTION 1. That there be revised "Article V – General Provisions" to add the following Section 13.2.3: "No part of any site proposed for a solar photovoltaic facility may be further than one (1) mile from the centerline of an operational Tennessee Valley Authority right-of-way designed to convey at least 161,000 volts of electricity, unless the site is adjacent to a solar photovoltaic facility already in operation or under construction."

SECTION 2. That this Resolution shall become effective the day following its adoption, THE PUBLIC WELFARE REQUIRING IT.

The next resolution was introduced by Jackie Smalley of Planning and Development as a resolution to augment various elements in the regulation of solar power generation facilities and to correct a previous amendment of required setbacks in the rural preservation and enhancement (RPED) district. The Planning Commission gave this resolution a favorable recommendation, the Development Committee did not. The floor was opened for a public hearing in the matter. Speaking for the Resolution was former Commissioner Ed Allen who lives at 18505 Highway 194 in Oakland.

Speaking against the resolution was Gary Bullwinkle, resident of 5780 Yum-Yum Road in the Somerville area. Then the public hearing was closed.

After a great deal of discussion Commissioner Goodroe moved to table the matter. The motion was seconded by Commissioner Perkins and passed on a majority roll call vote as follows:

Voting YES to table the vote were Commissioners : Dacus, Farley, German, Goodroe, Jordan, Leggett, Logan, Norton, Oglesby, Perkins, Dale Reaves, Steve Reeves, Elizabeth Rice, Ray Seals, Robert Sills, Bill Walker, and Larry Watkins. (17)

Voting NO: Commissioner Kevin Powers (1)

Thereupon Motion to table passed.

RESOLUTION

A RESOLUTION TO AUGMENT VARIOUS ELEMENTS IN THE REGULATION OF SOLAR POWER GENERATION FACILITIES AND TO CORRECT A PREVIOUS AMENDMENT OF REQUIRED SETBACKS IN THE RURAL PRESERVATION AND ENHANCEMENT (RPED) DISTRICT

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

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

WHEREAS, pursuant to Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendment by the Fayette County Regional Planning Commission on September 8, 2020, the time and place of which was published with at least five (5) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 and Article IV of the Fayette County Zoning Resolution a public hearing was held before the Fayette County Board of Commissioners on September 22, 2020, the time and place of which was published with at least fifteen (15) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS, IN REGULAR SESSION ASSEMBLED THIS 22nd DAY OF SEPTEMBER, 2020:

SECTION 1. That there be revised "Article V – General Provisions" to add the following Section 13.2.4: "The site shall not be known by Fayette County planning authorities to be in violation of any provision of this Resolution, nor shall the facility be subject to any restrictive covenant to which persons outside the bounds of the site may resort under the explicit terms thereof."

SECTION 2. That there be revised "Article V – General Provisions" in Section 13.3.1, which reads: "The facility shall not install or cause the installation of any fill material in a floodplain."

to read: "The facility shall not install or make necessary the installation of any fill material in a floodplain."

SECTION 3. That there be revised "Article V – General Provisions" in Section 13.3.2, which reads: "All electrical interconnection and distribution lines within the facility shall be underground."

to read: "All electrical interconnection and distribution lines within the facility shall be underground or otherwise concealed in a manner satisfactory to the Board of Appeals except as specified by the National Electrical Safety Code and/or by Tennessee Valley Authority and/or by the local power distributor, whichever is most restrictive."

SECTION 4. That there be revised "Article V – General Provisions" in Section 13.3.3, which reads: "No structural component of the facility shall be more than 25 feet above natural grade."

to read: "No solar panel shall be more than twenty (20) feet above natural grade, and no other structural component of the facility shall be more than forty (40) feet above natural grade or the minimum height specified by the National Electrical Safety Code and/or by Tennessee Valley Authority and/or by the local power distributor, whichever is highest."

SECTION 5. That there be revised "Article V – General Provisions" in Section 13.3.7, which reads: "A facility operations and management plan shall be part of the site plan – including, but not limited to,

provisions for fencing, lighting, grass-cutting, preservation of landscape screening, drainage, and access, along with such design data as the Board of Appeals may require – along with a statement satisfactory to the county attorney and executed by a duly empowered company officer acknowledging the company's agreement that any continuing or repeated failure to fully comply with the approved operations and maintenance arrangements will be sufficient legal grounds for Fayette County to compel complete cessation and removal of the use."

to read: "A facility operations and management plan shall be part of the site plan – including, but not limited to, documentation satisfactory to the Board of Appeals whenever demanded by the board that the facility substantively continues to generate electricity, as well as provisions for fencing, lighting, grass-cutting, drainage, access, and preservation of landscape screening, incorporating such design data as the Board of Appeals may require – along with a certificate duly executed by a party empowered to give it full effect in the assessment of the Fayette County Attorney, running with the land, acknowledging that these provisions are continuing obligations governing the facility and that nonconformity with any of them shall be grounds for the Board of Appeals to revoke the special exception and order complete cessation of the use and removal of the facility following a public hearing at which there is documented the nonconformity and failure to cure or prevent recurrence following reasonable notice. To this purpose it shall be the transacting attorney's duty to notify the Fayette County Planning Department in writing immediately after any transfer of ownership of the facility and to provide said authority with the name and business address of the facility's new owner, as well as thereafter to cooperate with any effort by said authority to contact the owner."

SECTION 6. That there be revised "Article V – General Provisions" to add the following Section 13.4.5: "The site must have direct access for its construction traffic to a state highway, or to an unpaved county road connected to a state highway and not used principally for access to residences."

SECTION 7. That there be revised "Article V – General Provisions" in Section 13.5, which reads: "The Board of Appeals shall require the approved facility design to include a written statement duly executed by the empowered party(s), running with the land, reciting the language of Sections 13.3.1, 13.3.2, 13.3.3, 13.3.4, and 13.4.2 and acknowledging that these provisions are continuing obligations governing the facility and that nonconformity with any of them shall be grounds for the Board of Appeals to revoke the special exception following documentation of the nonconformity at a public hearing and order complete cessation of the use and removal of the facility."

to read: "The Board of Appeals shall require the approved facility design to include a certificate duly executed by a party empowered to give it full effect, running with the land, citing Sections 13.3.1, 13.3.2, 13.3.3, 13.3.4, 13.3.5, 13.4.1, and 13.4.2, acknowledging that these provisions are continuing obligations governing the facility and that nonconformity with any of them shall be grounds for the Board of Appeals to revoke the special exception and order complete cessation of the use and removal of the facility following a public hearing at which there is documented the nonconformity and failure to cure or prevent recurrence following reasonable notice. To this purpose it shall be the transacting attorney's duty to notify the Fayette County Planning Department in writing immediately after any transfer of ownership of the facility and to provide said authority with the name and business address of the facility's new owner, as well as thereafter to cooperate with any effort by said authority to contact the owner."

SECTION 8. That there be revised "Article V – General Provisions" in Section 13.6, which reads: "The Board of Appeals shall obtain satisfactory financial assurance that the facility will be fully disassembled and removed from the site within one (1) year after cessation of its function to generate electricity, which assurance may include a lien on the property."

to read: "Under terms satisfactory to it, the Board of Appeals shall obtain assurance – through the proof of a surety bond in favor of each owner of land making up the site – of funding sufficient to completely disassemble and remove the facility should the board conclude by an official "finding" following a public hearing: 1 – that in any material element the Operations and Maintenance Plan (Article V, Section 13.3.7) recorded as part of the approved site plan is not being satisfactorily performed; or 2 – that there is material nonconformity with the continuing obligations of Article V, Section 13.5; or 3 – that there is

material nonconformity with the continuing obligations of Article V, Section 13.7. Thereupon if the disassembly and removal are not fully accomplished within two (2) years after the Board of Appeals' command to disassemble and remove pursuant to the above-described "finding," the facility shall be prosecutable in the landowner as an unlawful "junkyard" under this Resolution. The bond not only shall provide a sufficient hedge against inflation but also by its amount shall incentivize actual performance of the work by the party providing the assurance, or its successor, and any duration of forbearance to allow the unsatisfactory performance to be cured shall be at the sole discretion of the Board of Appeals under terms specified by the board solely."

SECTION 9. That there be revised "Article V – General Provisions" in Section 13.7, which reads: "In the course of facility location review and/or facility design review the Board of Appeals may impose such additional conditions and/or restrictions upon a proposed solar photovoltaic facility as it may deem necessary in furtherance of the intents and purposes of this Resolution, which conditions and/or restrictions shall be continuing obligations enforceable by the building commissioner in the same manner as any other provisions of this Resolution."

to read: "Because it is exceptional, wherever a solar photovoltaic facility is permitted to locate it shall be the duty of the facility developer to mitigate incompatibilities with residential or agricultural land uses in the vicinity, and to this purpose the Board of Appeals in the course of both facility location review and facility design review may impose such additional conditions and/or restrictions upon a proposed solar photovoltaic facility in the vicinity of a residential or agricultural land use as it deems necessary to prevent injury or significant inconvenience to such other use(s), which conditions and/or restrictions shall be elaborated in a certificate on the site plan duly executed by a party empowered to give it full effect, running with the land, acknowledging the provisions are continuing obligations governing the facility and that nonconformity with any of them shall be grounds for the Board of Appeals to revoke the special exception and order complete cessation of the use and removal of the facility following a public hearing at which there is documented the nonconformity and failure to cure or prevent recurrence following reasonable notice. To this purpose it shall be the transacting attorney's duty to notify the Fayette County Planning Department in writing immediately after any transfer of ownership of the facility and to provide said authority with the name and business address of the facility's new owner, as well as thereafter to cooperate with any effort by said authority to contact the owner."

SECTION 10. That there be revised "Article VIII – Definitions" in Section 1.7, which reads: "'Junkyard' – Outdoor storage on a single lot of more than five (5) nonagricultural manufactured or processed items or materials that are not in operable condition."

to read: "'Junkyard' – Outdoor storage on a single lot of more than five (5) nonagricultural manufactured or processed items or materials that are not in operable condition, or any facilities or infrastructure on a single lot for the generation of solar power greater fifty (50) kilowatts that for at least two (2) years has not been disassembled and completely removed from the lot after the Board of Appeals commanded such facilities or infrastructure be disassembled and completely removed pursuant to any 'finding' described in Section 13.6 of Article V."

SECTION 11. That there be revised "Article VII – Provisions For Land Use Districts" by deleting Section 3.6.3.5.3, which reads: "From any district boundary not common to a road right-of-way – Thirty (30) feet."

SECTION 12. That there be revised "Article VII – Provisions For Land Use Districts," in Section 3.6.3.5 4, which reads: "From any lot line not common to a road right-of-way or district boundary -- Thirty (30) feet where the minimum lot size is one (1) acre, and otherwise as approved by the Fayette County Regional Planning Commission on sketch plan review."

to read: "From any lot line not common to a road right-of-way – Thirty (30) feet where the minimum lot size is one (1) acre, and otherwise as approved by the Fayette County Regional Planning Commission on sketch plan review."

SECTION 13. That this Resolution shall become effective the day following its adoption, THE PUBLIC

WELFARE REQUIRING IT.

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Ms. Smalley introduced the following Resolution to increase setbacks from solar panels to dwellings and minor county roads. She stated that the Resolution received a favorable

recommendation from the planning commission. The floor was opened for a public hearing regarding the resolution. With no one coming forth the public hearing was closed. Commissioner Steve Reeves moved to table the matter for more information. The motion was seconded by Commissioner Perkins and passed on majority roll call vote as follows:

Voting "YES", Commissioners: Dacus, Farley, German, Goodroe, Jordan, Leggett, Logan, Norton, Oglesby, Perkins, Reaves, Reeves, Rice, Ray Seals, Robert Sills, and Watkins (16)

Voting "NO": Commissioners: Powers and Walker (2)

Motion to table passed.

RESOLUTION

A RESOLUTION TO INCREASE SETBACKS FROM SOLAR PANELS TO DWELLINGS AND MINOR COUNTY ROADS

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

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

WHEREAS, pursuant to Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendment by the Fayette County Regional Planning Commission on September 8, 2020, the time and place of which was published with at least five (5) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 and Article IV of the Fayette County Zoning Resolution a public hearing was held before the Fayette County Board of Commissioners on September 22, 2020, the time and place of which was published with at least fifteen (15) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS, IN REGULAR SESSION ASSEMBLED THIS 22nd DAY OF SEPTEMBER, 2020:

SECTION 1. That there be revised "Article V – General Provisions" in Section 13.4.3, which reads: "No solar panels shall be installed within five hundred (500) feet of any existing livable dwelling unit, whether or not occupied, not owned by the owner of the lot on which the facility is located, provided this shall not govern in any way the location of a dwelling unit."

to read: "No solar panels shall be installed within five hundred (500) feet of any existing livable dwelling unit, whether or not occupied, not owned by the owner of the lot on which the facility is located, provided this shall not govern in any way the location of a dwelling unit; except that any solar photovoltaic facility granted location approval after August 1, 2020, shall not install solar panels within one thousand (1000) feet of any existing livable dwelling unit, whether or not occupied, not owned by the owner of the lot on which the facility is located, provided this shall not govern in any way the location of a dwelling unit."

SECTION 2. That there be revised "Article V – General Provisions" in Section 13.4.4, which reads: "No solar panels shall be located within five hundred (500) feet of the centerline of any State Road or Major County Road so designated by the map recorded at Plat Book 8, Page 46, in the Office of the Fayette County Register, provided the Board of Appeals may reduce this requirement to not less than one hundred (100) feet if natural or constructed topography and/or existing land cover will be adequate to fully screen the panels to the extent of five hundred (500) feet from centerline of the subject road."

to read: "No solar panels shall be installed within five hundred (500) feet of the centerline of any State Road or Major County Road so designated by the map recorded at Plat Book 8, Page 46, in the Office of the Fayette County Register, provided the Board of Appeals may reduce this requirement to not less than one hundred (100) feet if natural or constructed topography and/or existing land cover will be adequate to fully screen the panels to the extent of five hundred (500) feet from the centerline of the subject road; except that any solar photovoltaic facility granted location approval after August 1, 2020, shall not install solar panels within five hundred (500) feet of the centerline of any state highway or county road, provided the Board of Appeals may reduce this requirement to not less than two hundred (200) feet from the centerline if natural or constructed topography and/or existing land cover will be adequate to fully screen the panels to the extent of five hundred (500) feet from centerline of the subject road."

SECTION 3. That this Resolution shall become effective the day following its adoption, THE PUBLIC WELFARE REQUIRING IT.

The floor was then opened for a public hearing in the matter of rezoning 1.31 acres from B-1 (Limited Business) to B-3 (Community Business). The property is located at 15830

Highway 57 in Moscow, TN, and was formerly the site of the Holy Cow Restaurant. The property is now owned by Mr. Curly Harris who wants to open a small landscaping nursery with flowers, mulch, etc, and a retail carry out restaurant. Mr. Harris spoke in favor of the rezoning, and there was no one speaking against it. With no one else coming forth the public hearing was closed.

Commissioner Steve Reeves moved to approve the Rezoning. The motion was seconded by Commissioner Robert Sills, and passed unanimously on a roll call vote.

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

APPLICANT: Curtley Harris Phone: 731-215-3485

Mailing Address: P.O. Box 6

Location of property: 15830 Highway 57 Moscow TN, 38057

Acreage: 1.31 Tax Map: 169 Parcel: 8402 Civil District: 12

Present Zoning Classification: B-1 LIMITED BUSINESS

Proposed Zoning Classification: B-3 COMMUNITY BUSINESS

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

Small Landscaping Nursery / Plants mulch etc. Retail
Carry out Dining Facility

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

[Signature]
Signature of Applicant/Applicant's Agent

6/19/2019
Date
RCVD w/ 4/2020

5 Ft Contours Flood Zone

Subject Tract 500 year

Parcels 100 year A

Zoning 16 100 year AE

FLOODWAY



FAYETTE COUNTY

Property Attribute Map

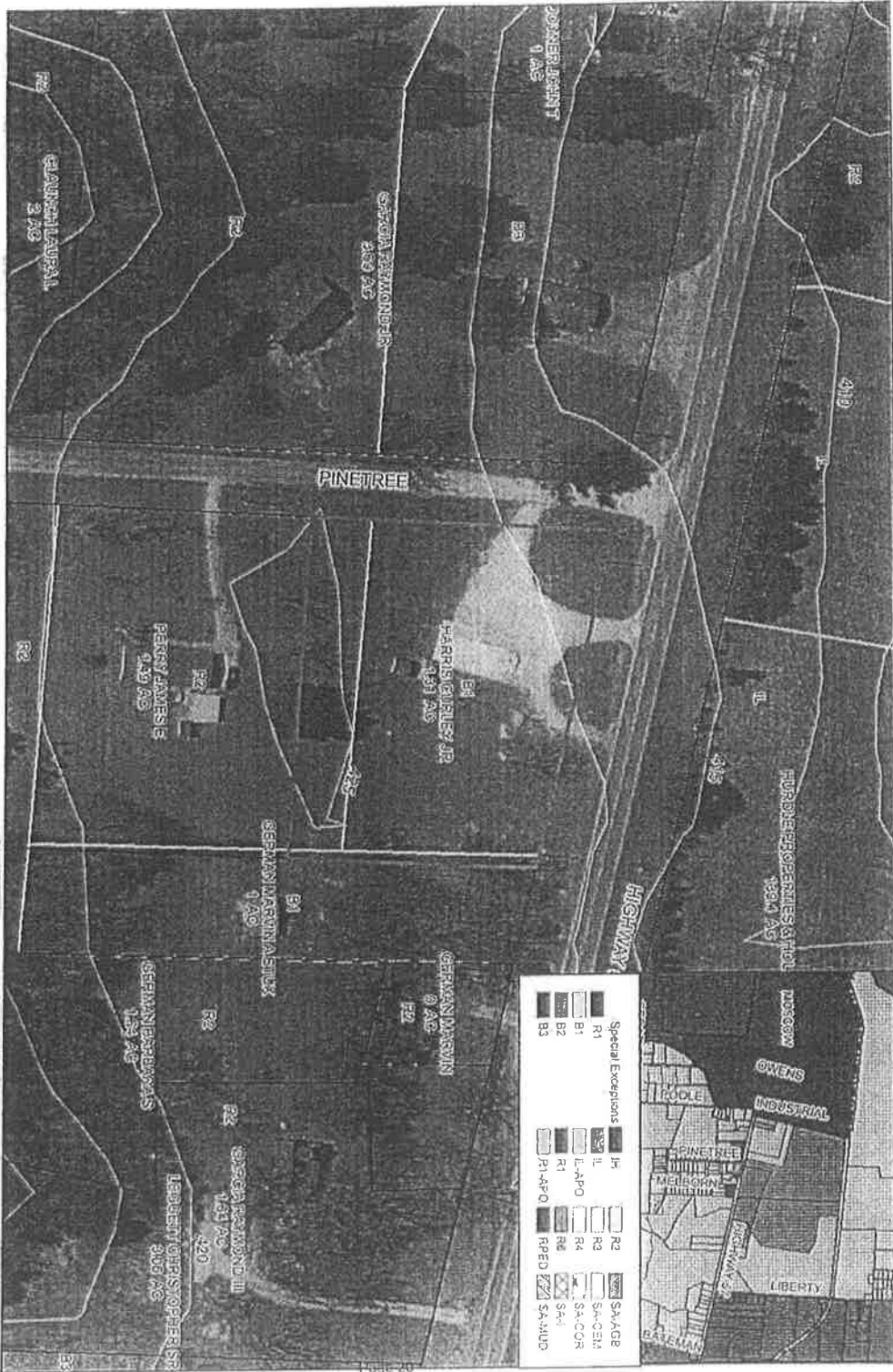


Map created by GIS & Planning Dept. Planning and Development Dept. Fayette County, Georgia

Date: 02/20/20

Map: 159 Parcel 084.02

1 inch = 100 feet



RESOLUTION

A RESOLUTION TO AMEND THE FAYETTE COUNTY ZONING MAP TO REZONE FROM B-1 LIMITED BUSINESS TO B-3 COMMUNITY BUSINESS A CERTAIN TRACT OF LAND LOCATED ON HIGHWAY 57 IN CIVIL DISTRICT NUMBER 12

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

WHEREAS, pursuant to Tennessee Code Annotated Sections 13-7-105 the Fayette County Board of Commissioners is empowered to amend the number, shape, boundary, area or any regulation of or within any district or districts or any other provision of the zoning resolution following submission of the amendment to the regional planning commission for its approval, disapproval or suggestions and following a public hearing at least fifteen (15) days notice of the time and place of which is given by one (1) publication in a newspaper of general circulation in the county; and

WHEREAS, pursuant to Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendment by the Fayette County Regional Planning Commission on September 8, 2020, the time and place of which was published with at least five (5) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 and Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendment by the Fayette County Board of Commissioners on September 22, 2020, the time and place of which was published with at least fifteen (15) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS, IN REGULAR SESSION ASSEMBLED THIS 22nd DAY OF SEPTEMBER, 2020:

SECTION 1. That the following described tract of land of 1.31 acres owned by Curley Harris, Jr., (Warranty Deed of record at Instrument Number 19005360 in the Office of the Fayette County Register) on the south side of Highway 57 and identified as Parcel 84.02 on Fayette County Tax Map 169 be rezoned from **B-1 LIMITED BUSINESS TO B-3 COMMUNITY BUSINESS**:

Lot 69A, Single Lot Subdivision Plat of the Resubdivision of Lot 69, Bruce Taylor Subdivision (as recorded in Plat Book 2, Page 192, in the Register's Office of Fayette County, Tennessee) as the same appears of record in the Register's Office of Fayette County, Tennessee, as Instrument No. 19004180, to which plat reference is hereto made for a more complete and accurate description.

SECTION 2. That this Resolution shall become effective the day following its adoption, THE PUBLIC WELFARE REQUIRING IT.

Commissioner Powers moved to approve the following as notaries public: Kimberlye Bledsoe, Gabrielle Boone, Connie R. Bramlett, Tauny L. Emery, April Henson, Sharon Howard,

Ivy E. Mol, Alicia L. Nichols, William McInnis, and Naomi Pearson. The motion was seconded by Commissioner Farley and passed unanimously on roll call vote.

Commissioner Norton moved to approve the “Rules and Procedures” for the coming year as follows. The motion was seconded by Commissioner Powers and passed unanimously on roll call vote.

**FAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS
2020-21**

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 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 any time 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 11H: Agenda to Commissioners

A copy of the agenda, attachments, and notice calling each County Legislative Body meeting shall be delivered to each member on Thursday prior to the following Tuesday night.

Rule 12 County Clerk

Rule 12A: Minutes of the County Legislative Body

The County Clerk shall make copies of the minutes of each County Legislative Body meeting and distribute them not later than ten days after the meeting. The minutes shall be distributed as follows:

1. One copy to each member.
2. One copy upon request to each county office, department and/or commission head.
3. One copy upon request to all public, school and university libraries in the county.
4. One copy upon request to all licensed and operating commercial radio and television station in the county.
5. One copy upon request to all newspapers published in the county for sale and distribution to the general public.
6. One or more pages shall be made available to the general public at reasonable cost.

Rule 12B: Roll Call

On all appropriations, the Clerk shall call the roll for "Aye" and "No" votes. Names will be called in alphabetical order.

Rule 12C: Change of Vote

It shall be the duty of the Clerk at the end of each roll call, to inquire of those who passed or were absent when the roll was called if they desire to vote; also, if any one who has voted wishes to change his vote. Then the results shall be announced by the Clerk.

Rule 12D: Audio Tape of Meetings

The Clerk shall cause all County Legislative Body meeting and County Legislative Body committee meetings to be tape recorded and shall maintain such tape recordings indefinitely. Members and the public may listen to such tape recordings during the Clerk's normal office hours and copies thereof will be made available at reasonable cost.

Rule 13 The Sheriff

The Sheriff shall attend the County Legislative Body meeting while in session, or designate some other officer for that purpose, to preserve order and carry out the order of the presiding officer of the court.

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 packet, 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.

The next item on the agenda was the election of a Chairman for the Board for the next fiscal year. Commissioner Norton placed Mayor Rhea Taylor's name in nomination, and

Commissioner Perkins seconded the nomination. The motion passed unanimously on roll call vote. Commissioner Norton then moved that the nomination cease and the Mayor be elected by acclamation. The motion was seconded by Commissioner Rice and passed unanimously on roll call vote.

Commissioner Norton moved that Commissioner Willie German be elected Chairman Pro Tempore, the motion was seconded by Commissioner Rice, and passed unanimously on roll call vote.

Commissioner Norton moved to set the salaries for both the position of Chairman and Chairman Pro Tempore, at zero, the same as last year. The motion was seconded by Commissioner Perkins and passed unanimously on roll call vote.

Commissioner Oglesby moved to approve the following list of Committees for the coming year. The motion was seconded by Commissioner Rice and passed unanimously on roll

call vote.

2020-21 STANDING COMMITTEES

The following committees will meet on the Monday, before the 2nd Tuesday each month at the times listed:

**Chairperson +Vice-Chairperson*

Development Committee – 5:30 p.m.	Health & Welfare Committee – 6:15 p.m.	Personnel Committee – 7:00 p.m.
Ben Farley * Sylvester Logan Kevin J. Powers Dale Reaves Robert Sills Bill Walker +	Willie German, Jr. Tim Goodroe Terry Leggett + Tommy Perkins Steve Reeves * Robert Sills	David Lillard, Sr. * Claude Oglesby Kevin J. Powers Jimmy Jordan Larry Watkins +

The following committees will meet on the 2nd Tuesday each month at the times listed:

Education Committee – 5:30 p.m.	Criminal Justice & Public Safety – 6:15 p.m.	Budget Committee – 7:00 p.m.
Charles Dacus * Jim Norton Dale Reaves Bill Walker + Jimmy Jordan Larry Watkins	Tim Goodroe + Terry Leggett Jim Norton Tommy Perkins Elizabeth “Betsy” Rice * Ray Seals	Charles Dacus Ben Farley Willie German, Jr. * David Lillard, Sr. Sylvester Logan Claude Oglesby Steve Reeves + Betsy Rice Ray Seals

Commissioner Farley moved to approve the appointment of Paul Lewis and Don Fletcher to the Planning Commission. The motion was seconded by Commissioner Ray Seals and passed unanimously on roll call vote.

Commissioner Oglesby moved to approve the appointment of Steve Crafton and Vip Lewis to the Industrial Development Board. The motion was seconded by Commissioner Steve Reeves and passed unanimously on roll call vote.

Commissioner Perkins moved to approve the appointment of Ronald Turner and Melissa Ferge to the Library Board to replace Ronnie McCarty and Kathy Hooker who are unable to finish the remainder of their terms. These terms will expire next year. The motion was seconded by Commissioner Robert Sills and passed unanimously on roll call vote.

Commissioner Perkins moved to approve the bonds of Mark Ward, newly re-elected property assessor and the re-appointed members of the Public Works Board. The motion was seconded by Commissioner Norton and passed unanimously by roll call vote as follows:



SURETY'S BOND NO. 60025562 STATE OF TENNESSEE
 COUNTY OF Fayette
 OFFICIAL STATUTORY BOND
 FOR
 COUNTY PUBLIC OFFICIALS
 OFFICE OF Assessor of Property

KNOW ALL MEN BY THESE PRESENTS:

That Mark A. Ward
 of Somerville (City or Town), County of Fayette
 Tennessee, as Principal, and WESTERN SURETY COMPANY
 as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of
Fifty Thousand and 00/100 Dollars (\$ 50,000.00)
 lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors
 and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly X elected _____ appointed to the office of Assessor of Property
 of and for Fayette County for the _____ year term beginning on the 1st day of
September, 2020 and ending on the 31st day of August, 2024

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

- That if the said Mark A. Ward, Principal, shall:
1. Faithfully perform the duties of the office of Assessor of Property of Fayette County during such person's term of office or his continuance therein; and,
 2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS my hand and seal this 17th day of July, 2020

WITNESS - ATTEST

 COUNTERSIGNED BY:
 NOT NEEDED
 Tennessee Resident Agent

PRINCIPAL: Mark A. Ward
 SURETY: WESTERN SURETY COMPANY
 by: Paul T. Bruffat
 Paul T. Bruffat, Vice President
 (Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
 COUNTY OF FAYETTE
 Before me, a Notary Public, of the State and County aforesaid, personally appeared Mark A. Ward
 to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal,
 and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act and deed.

WITNESS my hand and seal this 20th day of August, 2020.
 My Commission Expires: 01-31-2024
J.B. Bowling
 Notary Public
 (over)



ACKNOWLEDGEMENT OF SURETY

STATE OF South Dakota
COUNTY OF Minnehaha

Before me, a Notary Public, of the State and County aforesaid, personally appeared Paul T. Brufat
with whom I am personally acquainted and, who, upon oath, acknowledged himself to be the individual who executed the
foregoing bond on behalf of WESTERN SURETY COMPANY, the within named Surety, a corporation duly licensed
to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond on
behalf of the Surety, by signing the name of the corporation by himself/herself as such individual.
WITNESS my hand and seal this 17th day of August, 2020
My Commission Expires: June 18, 2023



P. Dahl
Notary Public

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of all Courts)

Bond and Sureties approved by _____, County Executive/Mayor
of _____ County, on this _____ day of _____
Signed: _____

County Executive/Mayor

CERTIFICATION:

I, _____, County Clerk of _____ County,
hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the _____
day of _____, and entered upon the minutes thereof.

Signed: _____

County Clerk

SECTION II. (Applicable to all Clerks of all Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties
on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed: _____

Judge of the _____ Court of and for said County on
this _____ day of _____

SECTION III. (Applicable to all County Officials' Bonds)
FOR USE BY REGISTER OF DEEDS

SECTION IV. (Applicable to all County Officials' Bonds)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____

Signed: _____

County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

WESTERN SURETY COMPANY
101 S. Reid St., Ste. 300
Sioux Falls, SD 57103-7046
800-331-6053

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruffat of Sioux Falls
State of South Dakota, its regularly elected Vice President
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Assessor of Property County of Fayette
bond with bond number 60825662
for Mark A. Ward
as Principal in the penalty amount not to exceed: \$50,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by
Vice President with the corporate seal affixed this 17th day of July
2020

ATTEST

A. Victor
A. Victor, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 17th day of July, 2020, before me, a Notary Public, personally appeared
Paul T. Bruffat and A. Victor
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



P. Dahl
Notary Public
My Commission Expires June 10, 2025





SURETY'S BOND NO. 14612023 STATE OF TENNESSEE
 COUNTY OF Fayette
 OFFICIAL STATUTORY BOND
 FOR
 COUNTY PUBLIC OFFICIALS
 OFFICE OF Public Works Board Member

KNOW ALL MEN BY THESE PRESENTS:

That Hank Franck
 of Somerville (City or Town), County of Fayette
 Tennessee, as Principal, and WESTERN SURETY COMPANY
 as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of
Ten Thousand and 00/100 Dollars (\$10,000.00)
 lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives,
 successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly _____ elected X appointed to the office of Public Works Board Member
 of and for Fayette County for the 2 year term beginning on the 1st day of
September, 2020 and ending on the 1st day of September, 2022.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Hank Franck, Principal, shall:

1. Faithfully perform the duties of the office of Public Works Board Member of Fayette County during such person's term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 6th day of May, 2020.

WITNESS ATTEST

 COUNTERSIGNED BY:
 NOT NEEDED
 Tennessee Resident Agent

PRINCIPAL: Hank Franck
 SURETY: WESTERN SURETY COMPANY
 by: Paul T. Bruffat
Paul T. Bruffat, Vice President
 (Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

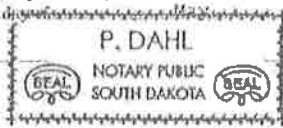
STATE OF TENNESSEE
 COUNTY OF Fayette
 Before me, a Notary Public, of the State and County aforesaid, personally appeared Hank Franck
 to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as
 Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act and
 deed.
 WITNESS my hand and seal this 30th day of August, 2020.
 My Commission Expires 2023
Blenda A. Wood
 Notary Public
 (over)

ACKNOWLEDGEMENT OF SURETY

STATE OF South Dakota
COUNTY OF Minnehaha

Before me, a Notary Public, of the State and County aforesaid, personally appeared Paul T. Bruflat
with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the
foregoing bond on behalf of WESTERN SURETY COMPANY, the within named Surety, a corporation duly licensed
to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond
on behalf of the Surety, by signing the name of the corporation by himself/herself as such individual.

WITNESS my hand and seal this 6th day of June, 2020.
My Commission Expires: June 18, 2025



P. Dahl
Notary Public

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of all Courts)

Bond and Sureties approved by _____, County Executive/Mayor
of _____ County, on this _____ day of _____,

Signed: _____

County Executive/Mayor

CERTIFICATION:

I, _____, County Clerk of _____ County,
hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the
day of _____, and entered upon the minutes thereof.

Signed: _____

County Clerk

SECTION II. (Applicable to all Clerks of all Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the
sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed: _____

Judge of the _____ Court of and for said County on
this _____ day of _____

SECTION III. (Applicable to all County Officials' Bonds)
FOR USE BY REGISTER OF DEEDS

SECTION IV. (Applicable to all County Officials' Bonds)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____

Signed: _____

County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

WESTERN SURETY COMPANY
101 S. Reid St., Ste. 300
Sioux Falls, SD 57103-7046
800-331-6053

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls
State of South Dakota, its regularly elected Vice President
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Public Works Board Member County of Fayette
bond with bond number 14619023
for Hank Franck
as Principal in the penalty amount not to exceed: \$10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7: All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 6th day of May, 2020

ATTEST

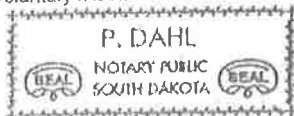
A. Victor
A. Victor, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 6th day of May, 2020, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Victor Vice President who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said Instrument to be the voluntary act and deed of said Corporation.



P. Dahl
Notary Public
My Commission Expires June 18, 2025



SURETY'S BOND NO. 64579200 STATE OF TENNESSEE
 COUNTY OF Fayette
 OFFICIAL STATUTORY BOND
 FOR
 COUNTY PUBLIC OFFICIALS
 OFFICE OF Public Wks Bd Member

KNOW ALL MEN BY THESE PRESENTS:

That Ronnie Dale Wilkins
 of Eads (City or Town), County of Shelby
 Tennessee, as Principal, and WESTERN SURETY COMPANY
 as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of
Ten Thousand and 00/100 Dollars (\$10,000.00)
 lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives,
 successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly X elected X appointed to the office of Public Wks Bd Member
 of and for Fayette County for the 2 year term beginning on the 1st day of
September, 2020 and ending on the 1st day of September, 2022

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Ronnie Dale Wilkins, Principal, shall:

1. Faithfully perform the duties of the office of Public Wks Bd Member of Fayette County during such person's term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 6th day of May, 2020

WITNESS ATTEST

 COUNTERSIGNED BY:
 NOT NEEDED
 Tennessee Resident Agent

PRINCIPAL: Ronnie Dale Wilkins
 SURETY: WESTERN SURETY COMPANY
 by: Paul T. Bruflat
Paul T. Bruflat, Vice President
 (Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
 COUNTY OF Fayette

Before me, a Notary Public, of the State and County aforesaid, personally appeared Ronnie Dale Wilkins
 to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as
 Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act and
 deed.

WITNESS my hand and seal this 14th day of August, 2020
 My Commission Expires April 9th, 2023
Glenda R. Ward
 Notary Public



(over)

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls
State of South Dakota, its regularly elected Vice President
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Public Wks Bd Member, County of Fayette
bond with bond number 15125141
for Wesley P. Parks, Jr.
as Principal in the penalty amount not to exceed: \$10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 6th day of May, 2020

ATTEST

A. Victor
A. Victor, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 6th day of May, 2020, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Victor
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



P. Dahl
Notary Public
My Commission Expires June 18, 2025

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Public Wks Bd Member County of Fayette
bond with bond number 64579200
for Ronnie Dale Wilkins
as Principal in the penalty amount not to exceed: \$10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 6th day of May, 2020.

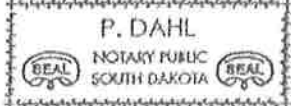
ATTEST
A. Viator
A. Viator, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 6th day of May, 2020, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Viator who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



P Dahl
Notary Public
My Commission Expires June 18, 2025



SURETY'S BOND NO. 64434448

STATE OF TENNESSEE
COUNTY OF Fayette
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Public Works Board Member

KNOW ALL MEN BY THESE PRESENTS:

That Bill McClure, Jr.
of Moscow (City or Town), County of Fayette
Tennessee, as Principal, and WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of
Ten Thousand and 00/100 Dollars (\$ 10,000.00)
lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives,
successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly _____ elected X appointed to the office of Public Works Board Member
of and for Fayette County for the 2 year term beginning on the 1st day of
September, 2020 and ending on the 1st day of September, 2022

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Bill McClure, Jr., Principal, shall:

1. Faithfully perform the duties of the office of Public Works Board Member of Fayette County during such person's term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 6th day of May, 2020

WITNESS - ATTEST

COUNTERSIGNED BY:

NOT NEEDED

Tennessee Resident Agent

PRINCIPAL:

Bill McClure, Jr.

SURETY: WESTERN SURETY COMPANY

by:

Paul T. Bruflat, Vice President

(Attach evidence of authority to execute bond)

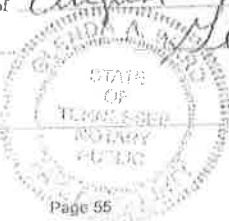
ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Tennessee
COUNTY OF Fayette

Before me, a Notary Public, of the State and County aforesaid, personally appeared Bill McClure, Jr.
to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as
Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act and
deed.

WITNESS my hand and seal this 14th day of August, 2020

My Commission Expires April 29th 2023



Gerald A. Ward
Notary Public

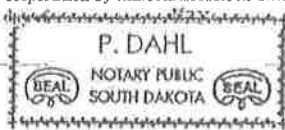
(over)

ACKNOWLEDGEMENT OF SURETY

STATE OF South Dakota
COUNTY OF Minnehaha

Before me, a Notary Public, of the State and County aforesaid, personally appeared Paul T. Brufat
with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the
foregoing bond on behalf of WESTERN SURETY COMPANY, the within named Surety, a corporation duly licensed
to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond
on behalf of the Surety, by signing the name of the corporation by himself/herself as such individual.

WITNESSE my hand and seal this 6th
My Commission Expires: June 18, 2025



2020
P. Dahl
Notary Public

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of all Courts)

Bond and Sureties approved by _____, County Executive/Mayor
of _____ County, on this _____ day of _____

Signed:

County Executive/Mayor

CERTIFICATION:

I, _____, County Clerk of _____ County,
hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the _____
day of _____, and entered upon the minutes thereof.

Signed:

County Clerk

SECTION II. (Applicable to all Clerks of all Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the
sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed:

Judge of the _____ Court of and for said County on
this _____ day of _____

SECTION III. (Applicable to all County Officials' Bonds)
FOR USE BY REGISTER OF DEEDS

SECTION IV. (Applicable to all County Officials' Bonds)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____

Signed:

County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

WESTERN SURETY COMPANY
101 S. Reid St., Ste. 300
Sioux Falls, SD 57103-7046
800-331-6053

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls
State of South Dakota, its regularly elected Vice President
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Public Works Board Member County of Payette
bond with bond number 64134418
for Bill McClure, Jr.
as Principal in the penalty amount not to exceed: \$10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 6th day of May 2020.

ATTEST

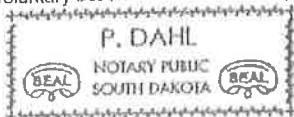
A. Victor
A. Victor, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 6th day of May, 2020, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Victor who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said Instrument to be the voluntary act and deed of said Corporation.



P. Dahl
Notary Public
My Commission Expires June 18, 2025

The Mayor reminded Commissioners that financial reports were sent out with Commissioners' packets and any questions should be directed to the appropriate official.

Chairman Taylor reported for the County Mayor's office. He reported on the pandemic, and stated that Governor Lee extended the authority to have electronic meetings through October. The rules have gotten a little more stringent so we have to make sure we are doing that. You may see something in the paper on it. The delinquent tax committee is getting ready to meet in the next couple of weeks. This Committee has been formed to look into several properties, only two of which did not put a financial burden on the County. More information will be brought back at a later date regarding these two properties.

No reports were given for 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 14, 2020, and discussed the resolutions already submitted in this meeting from Planning and Development.

Commissioner Steve Reeves reported for the Health & Welfare Committee which met on September 14, 2020, and reviewed the ambulance report and collections. They also discussed the CDBG grant to buy 2 new ambulances. The Committee was given an animal shelter update, and were told that Spirit Architecture would be designing the new facility. The CWD update was to say that steps are being taken to get the incinerator but it will be after the first of the year. The Mental Health Contract was discussed, and so was a budget amendment for placing insurance monies and other funds in Construction Projects Fund 171 to purchase new ambulance.

The Personnel Committee met on September 14, 2020, and discussed the Sheriff's step Raise requests and the following Sheriff's handbook update.



**FAYETTE COUNTY
SHERIFF'S OFFICE**
SHERIFF BOBBY RILES

PERSONNEL / HUMAN RESOURCES POLICY

Effective Date: September 22, 2020	Number of Pages: 19 + Appendix Table
<input type="checkbox"/> New <input type="checkbox"/> Rescinds <input checked="" type="checkbox"/> Amended	Revised Dates: September 2016 September 2020

I. EMPLOYMENT INFORMATION

A. Employment At Will

1. 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.
2. There will be a probation period for each employee that shall last at least six months. During this time employees will be closely supervised in order to be become familiar with duties and responsibilities. This probation period may be extended at the discretion of the Sheriff.
3. All new hires not currently vested in the Tennessee Consolidated Retirement System shall have a 5% reduction in their agreed upon pay during their first six months of employment.

B. Personnel Files

1. An individualized personnel file will be maintained on each employee. It is the responsibility of each employee to provide accurate information to the employer. Employees are also responsible for reporting to the employer any changes in the information, which they have previously provided.

C. Immigration Papers

1. Upon initial employment, all employees are required to attest that they are lawfully eligible to work in the United States. Employees are further required to provide the employer copies of documents proving this eligibility.

D. Fair Labor Standards Act

1. Communications officers, detention officers, office staff, maintenance staff, and other non-law enforcement personnel will be paid on an hourly basis which covers all hours worked up to forty (40) during each workweek. The workweek will begin at 12:00 a.m. on Saturday and end at 11:59 p.m. on Friday. These employees will receive overtime compensation (in the form of overtime pay or compensatory time) for any hours worked over forty (40) in a workweek. No overtime will be earned until the employee has worked on the job over forty (40) hours for his/her workweek (vacation leave, sick leave, holiday hours, or any other form of paid leave shall not count towards the overtime threshold). An employee who works overtime will receive compensation at a rate of time and one-half. The Sheriff shall, at his discretion, choose whether compensation will be in the form of overtime pay or compensatory time in lieu of overtime pay. All employees shall have the understanding prior to performing work that compensatory time may be given in lieu of overtime pay. The employee's regular hourly pay rate will be multiplied by one and one half to determine the overtime rate of pay which will be paid for all hours actually worked over forty (40). Compensatory time will be calculated at a rate of time and one-half for all hours actually worked over forty (40) in a workweek. No additional overtime compensation will be given for hours worked under forty (40).
2. All law-enforcement employees will be paid on a 14-day pay period according to Fair Labor Standards Act law enforcement (7k) exemptions. A workweek will begin at 12:00 a.m. on Saturday and end at 11:59 p.m. on Friday. These employees will receive overtime compensation (in the form of overtime pay or compensatory time) for any hours worked over eighty-six (86) in a 14 day work period (vacation leave, sick leave, holiday hours, or any other form of paid leave shall not count towards the overtime threshold). The Sheriff shall, at his discretion, choose whether compensation will be in the form of overtime pay or compensatory time in lieu of overtime pay. All employees shall have the understanding prior to performing work that compensatory time may be given in lieu of overtime pay. An employee who works overtime will receive compensation at a rate of time and one-half. The employee's regular hourly pay rate will be multiplied by one and one half to determine the overtime rate of pay which will be paid for all hours actually worked over eighty six (86) in a fourteen day period. Compensatory time will be calculated at a rate of time and one-half for all hours actually worked over eighty six (86) in a fourteen day period. See #5 below regarding special funded overtime details.
3. Employees designated as salaried employees shall be paid a biweekly salary which covers all hours worked up to (40) in each workweek for non-law enforcement employees or 86 hours in a 14 day work period for law enforcement (7k exempt) employees. The workweek will begin at 12:00 a.m. on Saturday and end at 11:59 p.m. on Friday. Salaried employees will receive overtime compensation (in the form of overtime pay or compensatory time) for any hours worked over forty (40) in a workweek or eighty six (86) in a 14 day work period for 7k exempt law enforcement employees. The Sheriff shall, at his discretion, choose whether compensation will be in the form of overtime pay or compensatory time in lieu of overtime pay. All employees shall have the understanding prior to performing work that compensatory time may be given in lieu of overtime pay. An employee who works overtime will receive compensation at a rate of time and one-half. Salaried employees will not receive overtime compensation if their job description meets the tests set forth in the Fair

Labor Standards Act overtime exemption requirements. To be overtime exempt an employee must (a) be paid at least \$684 per week, and (b) be paid on a salary basis, and also (c) perform exempt job duties which require that the employee regularly supervises two or more other employees, AND has management as the primary duty of the position AND has some genuine input into the job status of other employees such as hiring, firing, promotions, or assignments. See #5 below regarding special funded overtime details.

4. No employee can accrue more than forty (40) hours of compensatory time unless approved by the Sheriff. The use of compensatory time is subject to the approval by the employer. Such approval will not be denied unless undue disruption to the office or department will occur.
5. Law enforcement employees working a detail designated as a grant funded or private funded reimbursement overtime detail shall be paid at a rate of time and one-half for all hours claimed over eighty (80) in a two week pay period. Any sick or vacation hours used during this pay period shall also be included when calculating hours claimed for grant funded or private funded reimbursement overtime details.

E. Holidays

1. Employees of the Fayette County Sheriff's Office will be eligible to receive thirteen (13) paid holidays per year. Generally, the following holidays will be declared official holidays and all employees will automatically receive 8 hours of regular paid compensation for these holidays during the month in which they occur:

New Years Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving <small>(observed in lieu of Columbus Day)</small>	4 th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Years Eve	December 31

(See # 5 below for holiday observance policy if holiday falls on weekend.)

2. All full-time employees shall automatically receive 8 hours of holiday pay compensation paid at the employee's regular rate for each of the observed holidays. These hours shall be reported on the employee's timesheet under the holiday hours column. This 8 hours of compensation will be paid regardless of whether the employee is on his or her regular day off, on paid vacation leave, or on administrative paid leave (including suspension with pay). Holiday hours will

not be paid to any employee who is on disciplinary suspension without pay. Holiday hours will not be paid to any employee who uses sick leave on the last scheduled work day prior to the holiday, on the actual day of the holiday, or on the first scheduled work day following the holiday. Holiday hours shall not count as on the job hours when calculating overtime.

3. Office staff, maintenance staff, salaried employees, and any other staff designated by the Sheriff as non-essential shall be excused from reporting to work on designated holidays (see #4 and #5 below). The employee's timesheet shall reflect zero (0) regular hours for that date and 8 holiday hours in the appropriate columns. In the event that one of these excused employees is required to report for duty on a holiday, he/she shall be compensated at his/her regular rate of pay for all hours worked on the holiday which will be reported in the regular hours column of the employee's timesheet. This compensation shall be in addition to the automatic 8 holiday hours the employee receives.
4. Law Enforcement, Communications Officers, Detention Officers, and any other essential positions may be required to work on holidays as per their regular schedule. If an essential employee is scheduled to work on a holiday, he/she shall be compensated at his/her regular rate of pay, which will be reported in the hours worked column of the employee's timesheet. This compensation shall be in addition to the automatic 8 holiday hours the employee receives which shall be reported under the holiday hours column.
5. Holiday hours will be paid on the corresponding days according to the yearly holiday schedule published by the Sheriff. These holidays are generally observed on the day of the holiday, except when a holiday falls on a weekend, in which case the holiday schedule may reflect the holiday being observed on an alternate date Monday-Friday.
6. To be eligible to receive holiday pay, an employee must be active full-time on the payroll during the month in which the holiday(s) occur. If an employee is out on paid leave and has exhausted all forms of paid leave (ex. sick or vacation) during a pay period and will not be receiving any form of paid compensation for that month, that employee will not be eligible to receive paid holidays for that pay period. Holiday pay will not be prorated, and an employee terminating employment will not be eligible to receive holiday pay for holidays occurring during months which the employee was not actively on the payroll.

F. Payscale Table (Step-Raise System)

1. The Fayette County Sheriff's Office shall establish a payscale table which will be attached to this policy as Appendix A. This payscale table may be updated independently as Appendix A without the need for an update to this base Human Resources Policy.
2. Employees hired into entry level positions (Deputy, Corrections Officer, Communications Officer, Maintenance, Administrative Personnel, Animal Control Officer) shall be hired in as a Level 5 of their respective title on the payscale. New hires having 3 years of equivalent job experience may be hired in as a level 4 of their respective title on the payscale.
3. Employees shall be evaluated prior to their anniversary hire date to determine satisfactory job performance. An employee receiving a satisfactory performance evaluation shall be advanced to the next entry level position in the payscale at the beginning of the pay period following their anniversary date (Ex. Deputy 3 will advance to Deputy 2). An employee who does not receive a satisfactory performance evaluation shall not be eligible for advancement to the next level in

the payscale and will only be eligible after receiving a satisfactory performance evaluation on their NEXT anniversary date.

4. Deputies and Corrections Officers may be advanced to supervisory positions at the discretion of the Sheriff. An employee advanced from a non-supervisory position to the title of Sergeant shall be advanced to the level of Sergeant 2 on the payscale. After three years of satisfactory job performance the employee shall be advanced to the level of Sergeant 1 at the next pay period following the anniversary of their promotion to their current rank.
5. A Deputy or Corrections Officer advanced from a non-supervisory position or a Sergeants Position to the title of Lieutenant shall be advanced to the level of Lieutenant 2 on the payscale. After three years of satisfactory job performance the employee shall be advanced to the level of Lieutenant 1 at the next pay period following the anniversary of their promotion to their current rank.
6. An employee advanced to a specialized rank such as Investigator or School Resource Officer from a lower paygrade shall be advanced to the level 2 paygrade of that position. After three years of satisfactory job performance the employee shall be advanced to the level 1 paygrade of that position at the next pay period following the anniversary of their promotion to their current rank.
7. Level 1 shall be the top out pay level in the payscale for all entry level, Sergeant and Lieutenant positions.
8. A demotion in rank will result in an employee receiving a reduction in pay and the employee will be moved into the respective pay grade of the position they have been demoted to.
9. Any Cost of Living Adjustment percentages agreed upon by the County Legislative Body for employees shall be applied universally to each paygrade in the payscale table and shall apply to all employees regardless of date of hire.

II. EMPLOYEE LEAVE

A. Sick Leave Accrual

1. In order for Fayette County Sheriff's Office to maintain and provide the highest level of service to the community, your attendance is absolutely necessary. In case of an illness or injury that would prevent you from reporting to work at your scheduled time, you are required to notify your immediate supervisor at least two hours prior to the start of your shift. The time you call is important in preparing the workload.
2. Sick leave shall be considered a benefit and privilege and not a right. Full time employees will receive full pay during incapacity caused by illness if sick leave is taken.
3. Sick leave is earned at the rate of 8 hours per month.
4. There is no maximum accumulation of sick leave credits. Sick leave has no cash value. In the event of retirement, all unused sick leave will be credited toward time of service and used to calculate retirement benefits.
5. If an employee is in a paid status for one-half of the month or more, he/she will be credited with 8 hours sick leave for the month. Otherwise, he/she will not accrue any time for the month.

B. Use of Sick Leave

1. An employee may utilize sick leave allowances for absences due to his/her own illness or injury.
2. Sick leave may be used during an illness of mother, father, wife, husband, or children.
3. Sick leave may also be used for appointments with a licensed doctor, dentist, or recognized practitioners.
4. When appropriate, a partial sick day may be used rather than a full day.
5. Employees who become ill during the period of their vacation may request that their vacation be temporarily terminated and the time be changed to sick leave. Such request, however, must be justified by means of a doctor's statement upon return to work.
6. No employee may give or loan sick leave to another employee. Employees are strongly encouraged to use sick leave benefits sparingly as well as to explore the short-term and long-term disability insurance products offered through payroll deduction.
7. Any non-emergency surgery will be discussed with the employer before the surgery is scheduled.
8. The Sheriff reserves the right to verify that employees are at home during the use of sick leave. In the event that an employee is attending a doctor visit during a sick leave / home check verification, it shall be the responsibility of the employee to provide proof of such.
9. Employees shall not be permitted to work any other form of outside employment during the use of sick leave unless expressly permitted to do so by the Sheriff.
10. Evidence of abuse of sick leave benefit will result in the leave being unpaid and shall be grounds for dismissal or disciplinary action.

C. Documentation of Sick Leave

1. Employees are required to notify the employer as early as possible on the first day of their sick leave absence.
2. An employee must take part of a day as sick leave when doctor, dental, or optical appointments are required for the employee or his/her children.
3. Sick leave may be taken in multiples of not less than one-half days.
4. An employee who claims three consecutive days or more of sick leave shall furnish a doctor's statement upon the employee's next shift that they return to work. The doctor's statement should provide that the employee has been incapacitated for work for the period of his/her absence, and that he/she is again physically AND mentally able to perform his/her duties.
5. An employee may be required to furnish a doctor's statement for the use of any sick leave, even if such leave is does not fall consecutively as per #4 above, if there is suspicion that the employee is abusing the sick leave benefit. Grounds for suspicion of abuse of the sick leave benefit shall include but not be limited to:

- a. Employee takes the day off sick before, on, or after a holiday
- b. Employee calls in sick on the same days each year
- c. Employee has a vacation request denied and calls in sick on those days
- d. Employee has an unusual number of sick days occurring on days consecutive to the employee's regular days off
- e. Employee otherwise creates suspicion or shows an unusual pattern of sick leave use

D. Exhaustion of Sick leave

1. Employees who have used all of their accumulated sick leave will not receive financial compensation for additional days needed due to illness or injury.
2. For additional time needed, the employee will be considered as on a leave without pay status unless the employee has any accumulated vacation time or compensatory time remaining.
3. The employee may request that additional sick leave be credited against the remaining vacation or compensatory time.
4. Employees who have exhausted all available sick leave, vacation time, and compensatory time and do not immediately return to duty will be subject to termination for failure to report for duty.
5. Accumulated sick leave shall not be used for worker's compensation benefits.

E. Family Medical Leave Act

1. Family Medical Leave time will be taken due to employee or eligible family member's illness or eligible condition. Sick leave will be used simultaneously until exhausted when Family Medical Leave is authorized.
2. Eligible employees are those who have been employed for at least twelve months, who have provided at least 1250 hours of service during twelve months before leave is requested, and who at a work site where at least fifty employees are on the payroll (either at that site or within a seventy-five mile radius).
3. Parent is defined as a mother or father of an employee, or an adult who had day to day responsibility for caring for the employee during his or her childhood years in place of the natural parents.
4. Son or daughter or child is defined as the biological, adopted, or foster child, a stepchild, legal ward, or child of a person standing in the position of parents, who are under the age of 18 years. Children who are 18 years or older qualify, if they are incapable of self-care because of mental or physical disability.
5. Serious health condition is defined as an illness, injury, impairment, or physical or mental condition involving either in-patient care or continuing treatment by a health care provider. Examples of serious health conditions include but are not limited to heart attacks, heart conditions requiring heart bypass or valve operations, most cancers, back operations requiring extensive therapy or surgical procedures, strokes, respiratory conditions, spinal injuries, severe arthritis, etc.
6. An eligible employee may take up to twelve weeks of unpaid leave in a twelve

month period for the birth of a child or the placement of a child for adoption or foster care. Under the Tennessee Maternity Leave act, a female may take additional four weeks of unpaid leave if the three month advance notice is in compliance. Leave may also be taken to care for a child, spouse, or parents who have a serious health condition.

7. The right to take leave applies equally to male and female employees who are eligible.
8. Unpaid leave for the purposes of care for a newborn child or a newly adopted or foster care child must be taken before the end of the first twelve months following the date of birth or placement.
9. An expectant mother may take unpaid medical leave upon the birth of the child, or prior to the birth of her child for necessary medical care and if her condition renders her unable to work. Similarly, for adoption or foster care, leave may be taken upon the placement if absence from work is required for the placement to proceed.
10. An employee may take unpaid leave to care for a parent or spouse of any age who, because of serious mental or physical condition, is in the hospital or other health care facility. An employee may also take leave to care for a spouse or parent of any age who is unable to care for his or her own basic hygiene, nutritional needs, or safety. Examples include a parent or spouse whose daily living activities are impaired by such conditions as Alzheimer's disease, stroke, who is recovering from major surgery, or who is in the final stages of terminal illness.
11. Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
12. Eligible employees may take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.
13. Eligible employees, who are unable to perform the functions of the position held because of a serious health condition, may request up to twelve weeks unpaid leave. The term serious health condition is intended to cover conditions or illnesses that affect an employee's health to the extent that he or she may be absent from work on reoccurring bases or for more than a few days with treatment or recovery.
14. Employees requesting medical leave due to their own illness or injury must simultaneously exhaust any sick leave, annual leave, personal days, or vacation days. The combination of sick leave, annual leave, floating holidays, and unpaid leave may not exceed twelve weeks. An employee who fails to return at the end

- of an approved leave of absence shall be considered to have resigned at the end of the leave of absence, but may be eligible for rehire in the full and complete discretion of the Sheriff.
15. During periods of unpaid leave, an employee will not accrue any additional seniority or similar employment benefits during the leave.
 16. If spouses are employed by the same employer and wish to take leave for the care of a new child or a sick parent their aggregate leave is limited to twelve weeks. For example, if the person takes eight weeks of leave to care for the child, the mother will be entitled to four weeks leave, for a total of twelve weeks of leave.
 17. An eligible employee must provide the employer at least thirty days advance notice of the need for leave for birth, adoption, or planned medical treatment, when the need for leave is foreseeable. This thirty day advance notice is not required in cases of medical emergency or other unforeseeable events, such as premature birth, or sudden changes in a patient's condition that require a change in scheduled medical treatment.
 18. Parents who are awaiting the adoption of a child and are given little notice of the availability of a child may also be exempt from this thirty day notice.
 19. The employer reserves the right to verify an employee's request for family medical leave.
 20. If an employee requests leave because of a serious health condition or to care for a family member with a serious health condition, the employer requires that the request be supported by certification issued by the health care provider of the eligible employee or the family member as appropriate. If the employer has reason to question the original certification, the employer may, at the employer's expense, require a second opinion from a different health care provider chose by the employer. The employer on a regular basis may not employ that health care provider. If a resolution of the conflict cannot be obtained by a second opinion, a third opinion may be obtained from another provider and that opinion will be final and binding.
 21. The certification must contain the date on which the serious health condition began, its probable direction, and appropriate medical facts regarding the condition. The certification must also state the employee's need to care for the son, daughter, spouse, or parent and must include an estimate of the amount of time the employee is needed to care for the family member.
 22. Medical certification shall be treated as confidential and privileged information.
 23. An employee will be required to report periodically to the employer of the status and the intention of the employee to return to work.
 24. Employees who have taken unpaid leave under this policy must furnish the employer with a medical certification from the employee's health care provider that the employee is able to resume work before return is granted.
 25. The employer shall maintain health insurance benefits, paid by the employer for the employee during periods of unpaid leave without interruption. The employee must pay any payment for family coverage premiums, or other payroll deductibles for insurance policies or the benefits may not be continued.
 26. The employer has the right to recover from the employee all health insurance premiums paid during the unpaid leave if the employee fails to return to work after leave. Employees who fail to return to work because they are unable to perform the functions of their job because of their own serious health condition or

because of the continued necessity of caring for a seriously ill family member may be exempt from the recapture provision.

27. Leave taken under this policy does not constitute a qualifying event that entitles an employee to COBRA insurance coverage. However, the qualifying event triggering COBRA coverage may occur when it becomes clearly known that an employee will not be returning to work, and therefore ceases to be entitled to leave under this policy.
28. Leave taken under this policy can be taken intermittently or on a reduced leave schedule when medically necessary as certified by the health care provider. Intermittent leave or reduced leave schedules for routine care of a new child may be taken only with the approval of the employer. The employee and the employer must mutually agree upon the schedule.
29. The employer may temporarily transfer employees on intermittent or reduced leave schedules to an equivalent alternative position that may better accommodate the intermittent or reduced leave schedule.
30. Intermittent or reduced leave may be spread over a period of time longer than twelve weeks total leave in one twelve month period.
31. Employees who are granted leave under this policy shall be reinstated to an equivalent or the same position held prior to the commencement of their leave.
32. Certain highly compensated employees, who are salaried and among the ten percent highest paid employees may be denied restoration. Restoration may be denied if (a) the employer shows that such a denial is necessary to prevent substantial and grievous injury to the employer's operations, (b) the employer notifies the employee that it intends to deny restoration on such basis at the time the employer determines that such injury would occur, and (c) in any case which the leave has commenced, the employee elects not to return to work within a reasonable period of time after receiving such notice.
33. The twelve month period during which an employee is entitled to twelve weeks of Family Medical Leave is measured forward beginning January 1 of each year.

F. Maternity Leave (Tennessee Code Annotated 4-21-408)

1. Employees who have been employed for at least twelve (12) consecutive months as full-time employees, as determined at the job site or location, may be absent from such employment for a period not to exceed four (4) months for adoption, pregnancy, childbirth and nursing an infant, where applicable, referred to as "leave" in this section. With regard to adoption, the four-month period shall begin at the time an employee receives custody of the child (such period to be hereinafter referred to as "maternity leave".)
2. Employees who give at least three (3) months' advance notice of their anticipated date of departure for such leave, their length of leave, and their intention to return to full-time employment after leave, shall be restored to their previous or similar positions with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave.
3. Employees who are prevented from giving three (3) months' advance notice because of a medical emergency that necessitates that leave begin earlier than originally anticipated shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) months' advance notice.

Employees who are prevented from giving three (3) months' advance notice because the notice of adoption was received less than three (3) months in advance shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) month's advance notice.

4. An employee may utilize accrued but unused sick leave, vacation leave, or compensatory time to remain on a paid status during maternity leave. Any leave taken after those accrued days have expired shall be without pay. Maternity leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, or programs for which she was eligible for at the date of her leave, any other benefits or rights of her employment incident to her employment position; provided, however, that the employer need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless such employer so provides for all employees on leave of absence.
5. The employer need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless such employer so provides for all employees on leave of absence.
6. If an employee's job position is so unique that the employer cannot, after reasonable efforts, fill that position temporarily, then the employer shall not be liable under this part for failure to reinstate the employee at the end of her maternity leave period.
7. The purpose of this section is to provide leave time to employees for adoption, pregnancy, childbirth and nursing the infant, where applicable; therefore, if an employer finds that the employee has utilized the period of leave to actively pursue other employment opportunities or if the employer finds that the employee has worked part time or full time for another employer during the period of leave, then the employer shall not be liable under this section for failure to reinstate the employee at the end of the leave.
8. Whenever the employer shall determine that the employee will not be reinstated at the end of the leave because the employee's position cannot be filled temporarily or because the employee has used the leave to pursue employment opportunities or to work for another employer, the employer shall so notify the employee.

G. Bereavement Leave

1. In the case of death in the employee's immediate family (father, mother, husband, wife, child, or grandchild) the employee will be given two working days of paid leave which will not be charged to vacation leave. If the employee has accumulated sick leave, the employee may take an additional three days of sick leave to extend bereavement leave for an immediate family member.
2. The employee shall be given one working day paid leave which will not be charged to vacation leave in the case of death of a stepchild, brother, sister, mother-in-law, father-in-law, or grandparent of the employee. If the employee has accumulated sick leave, they may take an additional two days of their sick leave.
3. For any other blood relative or close friend, the employee may take one day of accumulated sick leave if available.

H. Jury and Court Duty

1. It is desirous for all employees to fulfill to serve as members of juries or to testify when called in both federal and state courts. Therefore, the following procedures shall regulate when an employee is called for jury duty or subpoenaed to court.
2. The employee will be granted a leave of absence when the employee is subpoenaed or directed by property authority to appear in federal or state court as a witness or juror.
3. The employee will receive his regular compensation during the time he/she is serving as a juror.
4. The employee must refund to his employer all compensation of fees that he receives for serving as a juror during normal working hours.
5. If the employee is relieved from court or jury duty during working hours, the employee must report back to his/her employer.
6. The above provisions concerning compensation for time in court do not apply if the employee is involved in private litigation. On these occasions the employee must take vacation leave or leave without pay.

I. In the Line of Duty Injury Leave

1. Any employee sustaining an injury or an illness during the course and scope of his employment which is determined to be compensable under the provisions of the Worker's Compensation Law shall be entitled to receive in the line of duty injury leave. This leave shall not be counted against any accrued sick leave that the employee has accumulated. The provisions of the Worker's Compensation Law will determine benefits that are receivable by the employee.

J. Military Leave

1. Full-time employees who are members of any military reserve component will be granted military leave for such time as they are in the military service on field training or active duty for periods not to exceed twenty working days per calendar year. This time may not be used for weekend drills. Such requested leave shall be supported with copies of the armed forces orders.
2. Full-time employees who are members of a military reserve unit who have completed their military-training duty for the calendar year and are reactivated for additional training, will be allowed an additional twenty days military leave if the additional military training occurs during the calendar year and fulfills the employee's military training obligation for the subsequent calendar year.
3. During such time that the employee is on military training leave, he/she shall receive full pay and benefits to which he/she would otherwise be entitled.

K. Extended Leave – Law Enforcement Powers

1. Law Enforcement employees who are on extended leave are considered to be on a non-enforcement status and are relieved of all law enforcement powers and authority until they return to duty. Any law enforcement officer on non-enforcement status shall not wear Sheriff's Office uniform or display their badge or identification.

L. Vacation Leave Accrual

1. Vacation time will be accrued by regular full-time members of the department calculated on the basis of 8 hours per month (for vacation purposes one week is defined as five work days.)
2. Any vacation time in excess of 120 hours at the end of a calendar year shall be automatically credited to the sick time the employee has accumulated to be applied towards retirement.
3. No employees may give or loan vacation to another employee, unless used for a serious sickness or serious injury.

M. Request for Vacation Leave

1. A vacation calendar will be posted in each division. Members may sign up for up vacation leave during this time if they wish to reserve a particular time period.
2. Employees may not sign up for vacation leave prior to ninety days (90) before the dates of the actual leave being requested unless authorized to do so by the Sheriff.
2. Vacation leave will be granted on a first come first served basis. Should conflict arise involving more than the allotted number of personnel requesting vacation leave for the same dates, approval will be granted on the basis of seniority.
3. No more than one member per shift of the Uniformed Patrol Division will be allowed vacation leave during the same time. In all other divisions, only one member of that division will be allowed vacation leave during a given time. Only one supervisor in each division will be allowed vacation leave during a given time. Command Staff excluded from this restriction with approval of the Sheriff.
4. Vacation time shall only be taken at the rate of one week per request unless otherwise approved by the Sheriff. Only one vacation request (one week) will be allowed per one month period unless approved by the Sheriff.
6. Vacation Request Forms must be submitted 30 days in advance of the proposed date of leave and shall be submitted to the member's division commander. The division commander shall conduct a manpower assessment and approve or disapprove the request. Requests not approved shall state the reason for disapproval.
7. Vacation leave requests submitted later than 30 days prior to the proposed date of leave may be summarily disapproved and no reason for disapproval shall be required.
8. After review of Vacation Leave Request Forms, the division commander shall forward the request to the Chief Deputy for final review by the Sheriff. A copy of the approved or denied request will be sent to the employee, his/her supervisor and the division commander.

N. Applicability of Vacation Leave

1. All vacation leave is subject to the guidelines set forth by the Sheriff.

O. Cancellation of Vacation Leave

1. Every member taking authorized vacation leave shall be subject to be ordered to report for duty at any time.
2. Scheduled vacation leave shall be subject to cancellation by the Sheriff or division commander at any time if manpower requirements dictate such necessity.

P. Disposition of Accrued Vacation Leave Upon Termination

1. Except as otherwise provided and subject to the limitation stated in this section, upon termination of the employment, the employee shall be paid for all accrued but unused vacation time he or she may have as of his or her last working day. Also, each terminating employee shall be paid a prorated portion of unaccrued vacation leave. Payment shall be, at the option of the employer either by terminal leave or by lump sum payment. In either event, or whether termination is voluntary or involuntary, the discretion to determine the employee's last working day is reserved to the Sheriff.
2. Terminal leave is that period during which an employee remains on the payroll beyond his or her last working day until all of his or her accrued annual leave has been exhausted.
3. If an employee is paid for his or her accrued but unused annual leave by terminal leave, the date on which his or her annual leave is exhausted shall be the official day of termination.
4. During a period of terminal leave, an employee shall not earn additional annual or sick leave and shall not be eligible for use of sick leave, and shall not be eligible for any salary increase. However, an employee shall receive credit for any official holidays occurring during a period of terminal leave.
5. If a terminating employee elects to be paid for his or her accrued but unused annual leave by lump sum payment, the employee's last working day shall be the official date of termination.
6. Payment for accrued annual leave under this section shall not be limited to the maximum accumulation amount which may be carried forward from one calendar year to the next if the last working day occurs prior to January 1 (even if the terminal leave period extends beyond January 1.)
7. An employee who is dismissed for gross misconduct or who resigns to avoid dismissal for gross misconduct shall not be entitled to any compensation for accrued but unused vacation leave at the time of dismissal.
8. All personnel entitled to accrue vacation leave may request use of vacation leave at the specified time by application to the discretion of the Sheriff, who is responsible for planning the work under his or her control, and should be approved only at such times as the employee can best be spared.

Q. Part-Time Employees Not Included / Leave Benefits

1. A part-time / temporary employee designation will be used for those employees whose regular assigned work schedule includes no more than thirty two hours per week. The sick/vacation/bereavement leave benefits set out in this policy are intended to apply only to full-time employees (unless otherwise specifically noted). These rules and regulations are not intended to establish paid leave of any kind for part-time/temporary employees.

offensive conduct because it is perceived to be in violation of this order. The rationale behind this is to ensure that the potential offender realizes the conduct is being perceived as offensive and not just as harmless activity.

2. If the unwanted conduct continues, the offended employee should contact his/her supervisor.
3. Employees are free to contact their supervisor directly, without notifying the offending party.
4. Due to the nature of harassment complaints and the possibility that a supervisor may be involved, member wishing to make a harassment complaint may make direct contact with the divisional commander of the party involved or the Sheriff.
5. In the event that complaint shall be made against the Sheriff, the complaint shall be filed with County Mayor for investigation.
6. All complaints shall be filed in writing and signed by the individual filing the complaint.
7. The supervisor or individual conducting the investigation shall file a written report detailing the investigation, the findings of the investigation, and the corrective action taken against the offending party if the complaint is founded.

V. DEPARTMENTAL VEHICLE POLICY

- A. Each Sheriff's Office employee who has been assigned a take home vehicle must strictly adhere to the following rules of conduct:
 1. With the exception of de minimis personal use, Sheriff's Office vehicles will be used for official Sheriff's Office business only.
 2. Sheriff's Office employees are subject to be called to duty during times of emergency or manpower shortages. Both law enforcement and non-law enforcement employees assigned a take home vehicle shall be required to commute to and from work in their Sheriff's Office vehicle due to this always "on-call" status.
 3. Employees are responsible for the security of the vehicle and its contents while on and off-duty.
 4. Unattended vehicles will be locked at all times. When vehicles are not in use, keys must be removed and vehicles locked.
 5. Unauthorized individuals are not to operate any Sheriff's Office vehicle at any time.
 6. No vehicle shall be driven while consuming alcohol nor may any alcoholic beverages be transported in the vehicle except that which is seized as evidence.
 7. All accidents (on or off the road), whether at fault or not at fault, shall be reported to the Sheriff or his designee as soon as possible. Accidents shall be immediately reported to the proper jurisdictional law enforcement agency.
 8. Employees will follow all traffic laws while operating his/her assigned vehicle except when responding to an emergency call and then following T.C.A. 55-8-108.

9. Seat belts shall be used while the vehicle is in motion except when officer safety dictates otherwise.
 10. Unauthorized bumper stickers or window stickers are not permitted.
 11. Vehicles are subject to random inspection and or searches at any time without notice.
 12. All Sheriff's Office vehicles shall be kept clean and in orderly condition.
 13. All Sheriff's Office vehicles shall be maintained in good mechanical order.
 14. Employees will use the most direct route while travelling to and from home.
- B. Employees who are assigned a Sheriff's Office vehicle and are required to drive them to and from work are permitted to carry as passengers members of their households and those non-members of their households listed below, to the following destinations when the employee has no other reasonable convenient means of transporting those people. Such use shall be considered de minimis use:
1. Members of the employee's household may be transported:
 - a. To and from school and work, using the most direct route to those destinations, when the employee himself or herself is driving to and from work or carrying out legitimate and necessary Sheriff's Office business.
 - b. To and from babysitters, childcare centers, residences and businesses of family members, friends and neighbors; or any other reasonable destination where safety, security, comfort, and well-being of the officer's household members will be secured or promoted when the officer is required to respond to a call to perform legitimate and necessary Sheriff's Office business.
- C. The Sheriff may authorize the personal use of unmarked police vehicles under the following circumstances:
1. Personal use must be incident to use for law-enforcement purposes; i.e., no vacation use.
 2. The vehicle must be used by a full-time law enforcement officer; i.e. officer authorized to carry firearms, execute warrants, and make arrests. The officer must regularly carry firearms, except when it is not possible to do so because of the requirements of undercover work.
- D. The use of marked and unmarked vehicles by law enforcement officers, including the use to commute to and from home and duty station, shall be considered qualified non-personal use and therefore a working condition benefit which will be excluded from the employee's wages as a fringe benefit for tax computation purposes.
- E. Take home vehicles provided to non-law enforcement members shall use the I.R.S. Commuting Valuation Rule whereby the employee shall report fringe benefit use of the vehicle in the value of \$1.50 for each one way commute between home and duty station and/or duty station to home.

VI. NO SMOKING POLICY

- A. There shall be no smoking in any enclosed building over which Fayette County Government has control. Each supervisor / elected official shall adhere to this policy and shall make every effort to enforce this regulation over the general public and their employees.
- B. Any employee who violates this provision shall receive an initial reprimand from their supervisor / elected official, which shall be placed in their personnel file. A second violation shall result in forfeiture of one day's pay, and a report placed in their personnel file. A third violation will result in termination from employment.
- C. All supervisors and elected officials are required to enforce this provision. Any elected official found violating this policy, either personally or by allowing the general public or their employees to violate this policy, waives any protection from the county and accepts personal responsibility of the fines the state law imposes.

VII. NO TEXTING WHILE DRIVING

- A. Text messaging is prohibited while driving company vehicles or while driving on company business.
- B. As used in this policy driving means operating a motor vehicle on an active roadway, including while temporarily stationary because of traffic, a traffic light, stop sign or otherwise.
- C. Driving does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.
- D. Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information or engaging in any other form of electronic data retrieval or electronic data communication.
- E. Text messaging does not include glancing at or listening to a navigational device provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

VIII. TITLE VI COMPLIANCE

- A. Title VI covers all agencies receiving federal funds.
- B. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under the direction of the Fayette County Sheriff's Office.
- C. Anyone who believes that the Fayette County Sheriff's Office has discriminated against someone on the basis of race, color, or national origin has a right to file a complaint within 180 days of the alleged discrimination.

- D. Title VI complaints may be filed with the Title VI coordinator, in writing, within 180 days of the alleged discrimination. Complaint forms may be obtained by contacting the Title VI coordinator.
- E. The Fayette County Sheriff's Office shall remain in compliance with all laws, rules, and regulations with regard to Title VI discrimination.

IV. REVIEW OF PROCESS

- A. The Sheriff's Command Staff shall conduct a periodic review of this policy to determine if it should be revised, cancelled or continued in its present form.
- B. This policy shall remain in effect until revoked or superseded by competent authority.



Bobby Riles
Sheriff



Date

Commissioner Dacus reported for the Education Committee, which met on September 15, 2020 and received an update from interim schools Director Dr. Connie Smith, who stated that

the schools are planning to reopen on September 28,2020. The School Board has named Dr, Versie Hamlett as the new School Superintendent. The Library Board recommends the appointment of Ronald Turner and Melissa Ferge to the Board to finish the unexpired terms of two Board members who had to step down.

Commissioner Rice reported for the Criminal Justice & Pubic Safety Committee which met on September 15, 2020 and reviewed the Sheriff's report and the Fire Department 5-year plan, which includes a training center in Oakland.

Commissioner German reported for the Budget Committee which met on September 15, 2020. Commissioner Norton moved to approve the new health insurance plan with Blue Cross/Blue Shield for employees at a savings for both the county and the employees. If approved, employees would begin enrolling in October. The motion was seconded by Commissioner Oglesby and passed on roll call vote as follows:

Voting "YES" Commissioners: Dacus, Farley, German, Goodroe, Jordan, Leggett, Logan, Norton, Oglesby, Perkins, Powers, Dale Reaves, Steve Reeves, Rice, Robert Sills, and Walker(16)

Voting "NO" Commissioners: Ray Seals, Watkins (2)

Commissioner Powers moved to approve the following Building Architect Contract with Fleming Architects. The firm would address planning and budgeting for future uses for the old School Board Offices and Somerville Elementary School, but for now, only the school board office will be considered. The motion was seconded by Commissioner Perkins and passed on roll call vote as follows:

Voting "Yes": Commissioners: Dacus, Farley, German, Goodroe, Jordan, Norton, Oglesby, Perkins, Powers, Dale Reaves, Steve Reeves, Rice, Ray Seals, Robert Sills, Walker, and Watkins (16)

Voting "NO": Commissioners: Leggett, Logan (2)



126 Markot Street
6,000 sf +/-
Somerville, TN 38068
Scope of A/E Services
FAYETTE COUNTY
September 14, 2020



Description of Basic Services

A. Programming Phase

- i. Meet with staff/key members to determine both short and long term phases for renovation and occupancy; casting the vision
- ii. Assign square foot requirements to each space
- iii. Develop a written program outlining development based upon needs and phases

B. Site and Building Analysis Phase

- i. Conduct a site feasibility study to document existing conditions and features of the site and building. Including Electrical, Plumbing and Mechanical on-site review
 - Field verification & measuring. Develop and draw as built of the existing building and grounds
- ii. Obtain surveys and plans of existing building provided by owner of the proposed site
- iii. Identify the constraints and opportunities for the building

C. Planning Phase

- i. Create a conceptual plan showing all the renovation needed to occupy the building
- ii. Phase the renovation into areas of work/improvement per Owner's budget per phase
- iii. Provide an estimate per phase
- iv. Meet with staff to review concepts and estimates

D. Construction Documents

- i. Basic Services will be provided for the design of the construction documents for phased construction and bids (Maximum 2 bids).
 - Schematic Design Phase
 - Design Development Phase
 - Construction Document Phase
 - Bid Phase
 - Construction Administration
- ii. We will provide Architectural, Mechanical, Plumbing, and Electrical engineering services as part of Basic Services
- iii. Per initial structural engineer's review of the building, there is not any apparent structural issues. Due to the age of the building, it was designed and constructed prior to seismic code requirements. If one does not modify the structure more than 5% of the building or change the occupancy, the building will not be required by code to meet current seismic upgrades. There are existing cracks in the brick veneer that appear to be from storm water

5101 Wheelis Drive, Suite 215 | Memphis, TN 38117 | P: 901-767-3924 | F: 901-767-7136

ATTACHMENT 'C'

Scope of Basic Services

Step 1 – Programming Phase

Our services will begin with a review of the Programming where we will meet with you to confirm your goals and aspirations for the project. This phase of work will include the establishment of a schedule and overall budget. We will assist in the acquisition of documents required to design the project. We will monitor and update the schedule and the budget with each phase of the design work. The Programming Phase of work will update the programmatic space requirements listing each space, size and the departmental areas to be included in the building.

Step 2 – Schematic Design Phase

In this phase, we will start with a code review, then develop conceptual floor plans with the major plan components, areas and schematic elevations of the proposed project. We will create the budget based on this schematic design before proceeding to the next phase. We will adjust scope of work and possibly develop two bid packages dependent on Owner's budget. We will meet with local building, fire, engineering and other code officials to confirm the design complies with applicable codes. Once approved, we will proceed to Design Development.

Step 3 – Design Development

Design Development provides more details on the drawings showing the general building engineering systems, construction materials and types, and detailed layouts showing all fixtures, furniture and utilities in more detail on the drawings. We will work with the Cost Estimator to evaluate the pros and cons of the major building systems, including the structural and mechanical systems. We also would develop an interior space plan to show general furniture locations and proposed materials and finishes. This phase concludes a budget estimate prepared by the Cost Estimator based on the more detailed design. Once this phase is approved, we would proceed with Construction Documents Phase.

Step 4 – Construction Documents Phase

The Construction Document Phase consists of developing the final drawings and specifications necessary for bidding, permitting and construction. These drawings include all the details necessary to construct the building including the structural, mechanical and electrical systems. We will have a review process of the construction drawings with you at the 50% complete. Once the drawings are done, we will have a final review of the drawings with the appropriate stakeholders to ensure everything is as you require.

Step 5 – Bid Phase

We will issue Construction Documents (plans and specifications) for bidding the project, and to the appropriate building departments for permits. During this phase, we will answer contractor questions, clarify any items and issue addenda. We will hold a pre-bid meeting with the contractors and answer any questions that arise in a final addendum, making sure the bidders are all pricing the job "apples-to-apples." We will assist in receiving the bids, analyzing them and recommending a low bidder to Fayette County. After the bids are reviewed and the final cost is negotiated with the contractor, we will prepare an Owner-Contractor agreement.

Step 6 – Construction Administration Phase

We will visit the site at appropriate intervals during construction, check submittals, check shop drawings, pay applications, and other construction phase duties. We will review change order requests, review them with the owner and process them accordingly to keep the job moving. We will hold monthly progress meetings with the contractor and owner to monitor quality, cost, and schedule. At final close out, we will create a punch list, final substantial completion certificate and coordinate the issuance of close-out documents, warranties, and instruction manuals. We will then set the date for the one-year warranty walk through.

Commissioner German moved to approve the mental health contract with the state. The contract does not require usage but sets the fees if they are used. Commissioner Steve Reeve

seconded the motion which passed unanimously on roll call vote.



STATE OF TENNESSEE
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
5th FLOOR, ANDREW JACKSON BUILDING
500 DEADERICK STREET
NASHVILLE, TENNESSEE 37243

BILL LEE
GOVERNOR

MARIE WILLIAMS
COMMISSIONER

July 01, 2020

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

Re: Payment for Mental Health Evaluation and Treatment Services for Criminal Defendants
Charged With Misdemeanors Only [July 1, 2020-June 30, 2021]

Dear County Mayor Taylor:

I am writing in reference to the billing and payment for mental health evaluation and treatment services for defendants charged only with misdemeanors. Judges in General Sessions, Criminal and Circuit courts have the authority to order mental health evaluation and treatment for criminal defendants under Title 33, Chapter 7, Part 3. On June 26, 2009, T.C.A. § 33-7-304 was signed into law making counties responsible for the cost of outpatient and inpatient mental health evaluations and treatment court ordered for defendants charged only with misdemeanors. The Department of Mental Health and Substance Abuse Services (TDMHSAS) makes these services available through outpatient provider contracts and inpatient services at the state's mental health hospitals (Regional Mental Health Institutes or RMHIs) and will continue to pay the costs for these services for defendants charged with at least one felony offense.

TDMHSAS will bill the counties for outpatient services for defendants charged only with misdemeanors at the same rate providers are reimbursed for those services (see item C., "Payment Terms and Conditions," page 3 of attached contract). A per diem rate will be charged for inpatient mental health evaluation and treatment services provided for these defendants at the RMHI serving your area. Unless we enter into a rate-setting agreement, the rate charged is between \$861.52 and \$1,139.49, depending on the RMHI, per day pursuant to statute. TDMHSAS was granted the authority to enter into contracts with local governmental agencies for the billing and payment for court ordered mental health evaluation and treatment services. Enclosed you will find a contract for your county that would establish the per diem rate for inpatient mental health evaluations ordered by courts in your county at \$450.00 per day beginning July 1, 2020 through June 30, 2021. Without the rate-setting contract, we will have to charge your county the higher statutory rate.

Honorable Rhea Taylor, County Mayor
August 20, 2020
Page 2

Please sign and return the contract signature page by e-mail to Sherri.Draper@tn.gov or to me at:

Jeff Feix, Ph.D.
TDMHSAS
Office of Forensics and Juvenile Court Services
5th Floor, Andrew Jackson Building
500 Deaderick Street
Nashville, TN 37243

Your prompt action in this matter would be greatly appreciated so that we may set your per diem rate for inpatient evaluation and treatment services of defendants charged only with misdemeanors at \$450.00. You may contact me at (615) 532-6747 if you have any questions or wish to discuss this matter further.

Sincerely,



Jeff Feix, Ph.D.
Director, Forensic and Juvenile Court Services

JF:/sd
Enclosure



GOVERNMENTAL REVENUE CONTRACT

(state revenue contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date July 1, 2020	End Date June 30, 2021	Agency Tracking # DA_53533_2020-2021_023	Edison ID 53533
Procuring Party Legal Entity Name Fayette County, Tennessee			Procuring Party Registration ID
Service Caption Evaluation and Treatment Under Tenn. Code Ann. Title 33, Chapter 7, Part 3 (Adults Charged Only With Misdemeanor Crimes)			
Agency Contact and Telephone # For these services: Dr. Jeff Felix, Ph.D., Director Office of Forensics and Juvenile Court Services Division of Planning, Research, and Forensics Tennessee Department of Mental Health and Substance Abuse Services (615) 532-6747 Director of Contracts: Quinn Wilson Simpson Assistant General Counsel / Director Office of Contracts Division of General Counsel Tennessee Department of Mental Health and Substance Abuse Services (615) 253-7654		OCR USE - RV	

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
AND
FAYETTE COUNTY, TENNESSEE

This Contract, by and between the State of Tennessee, Department of Mental Health and Substance Abuse Services, hereinafter referred to as the "State" and Fayette County, Tennessee (a Tennessee County), hereinafter referred to as the "Procuring Party," is for the provision of Evaluation and Treatment Under Tenn. Code Ann. Title 33, Chapter 7, Part 3 (Adults Charged Only With Misdemeanor Crimes), as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

A.1. Mutual Understandings of the Parties:

- a. The purpose of this Contract is to establish rates and ensure payment for the evaluations and treatment necessary to evaluations ordered pursuant to Tennessee Code Annotated (T.C.A.) Title 33, Chapter 7, Part 3 (Adults Charged Only With Misdemeanor Crimes), as further described in this Scope of Services.
- b. T.C.A. Title 33, Chapter 7, Part 3 provides that, under the circumstances described therein, a general sessions, criminal, or circuit court may order a defendant, charged only with misdemeanor crimes, to undergo outpatient evaluation and treatment.
- c. The State facilitates and arranges for the provision of said outpatient evaluation and treatment.
- d. T.C.A. Title 33, Chapter 7, Part 3 provides that, under the circumstances described therein, a general sessions, criminal, or circuit court may order a defendant, charged only with misdemeanor crimes, to be placed in a hospital or treatment resource, as defined by T.C.A. § 33-1-101 for the purposes of evaluation and for treatment necessary to the evaluation.
- e. The State's Regional Mental Health Institutes (RMHIs) are such hospitals or treatment resources.
- f. Courts handling cases arising out of or associated with the Procuring Party's jurisdiction (i.e., geographical boundaries) will from time to time order that a defendant charged only with misdemeanor crimes be evaluated and treated on an outpatient basis; and sometimes inpatient basis and receive treatment necessary to the evaluation, if inpatient, at one of the State's RMHIs.
- g. The Procuring Party is statutorily obligated in all such cases to pay the cost of outpatient and inpatient evaluation and treatment necessary to the evaluation.
- h. It is in the interest of the Parties to establish rates for the cost of outpatient evaluations and treatment; and evaluations and treatment necessary to the evaluations, if inpatient, at the RMHIs and establish how said cost will be paid and a timeline for payment.
- i. The Parties acknowledge that the relevant sections of the T.C.A., Title 33, along with rules and policies and procedures issued in accordance therewith, shall take precedence over any conflicting terms of the court order.

A.2. Responsibilities and Obligations of the Parties:

- a. Procuring Party. The Parties agree that the Procuring Party shall have the following responsibilities and obligations:

- (1) When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3, the Procuring Party for whom the court is acting shall pay the State for said evaluation and treatment as specified in Section C.; and
 - (2) When court approval or certification of the cost to be paid by the Procuring Party under this contract is required, the Procuring Party shall act in good faith and with diligence to facilitate the State's obtaining such court approval or certification.
- b. State. The Parties agree that the State shall have the following responsibilities and obligations:
- (1) When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a criminal defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3, the State shall facilitate and arrange for the provision of outpatient evaluation and treatment and shall provide the inpatient evaluation and treatment services as needed;
 - (2) The State shall facilitate the provision of a report of the results of outpatient evaluations to the court when completed, and shall notify the court when inpatient evaluation and/or treatment ordered by the court is complete and the defendant is to be discharged and transferred back to the jurisdiction of the court; and
 - (3) The State shall accept payment as specified in Section C. as payment in full for the evaluation and treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes when said evaluation and treatment are ordered pursuant to T.C.A. Title 33, Chapter 7, Part 3.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on July 1, 2020 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"), thereby ending on June 30, 2021. The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed twelve (12) months beyond the expiration date of this Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Rates and Increments. The Procuring Party shall reimburse the State at the rates and increments listed below for a defendant charged only with misdemeanor crimes pursuant to the T.C.A. section listed below:

T.C.A. Section	Type of Service	Amount
§ 33-7-301(a)	Outpatient Competency to Stand Trial Evaluation	\$400.00 per service recipient
§ 33-7-301(a)	Outpatient Mental Condition at the Time of the Alleged Crime Evaluation	\$400.00 per service recipient
§ 33-7-301(a)	Both Outpatient Competency to Stand Trial and Mental Condition at the Time of the	\$800.00 per service recipient

Alleged Crime Evaluations		
§ 33-7-301(a)	Additional Mental Health Assessments in order to complete an outpatient evaluation under this part (must be authorized by State)	\$100.00 per assessment
§ 33-7-301(a)	Physician Services utilized to complete an outpatient evaluation under this part (must be authorized by State)	\$100.00 per service
§ 33-7-301(a)	Outpatient Competency to Stand Trial and/or Mental Condition at the Time of the Alleged Crime Evaluation for defendant housed in a Tennessee Department of Correction (TDOC) facility located in a county served by the mental health center	\$900.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Competency to Proceed Evaluation (Must be authorized by State)	\$400.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Mental Condition Evaluation	\$400.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Intellectual Disability Evaluation	\$400.00 per service recipient
§ 33-7-301(a)	Inpatient Evaluation and Treatment at a Regional Mental Health Institute (RMHI)	\$450.00 per service recipient per day
§ 33-7-301(b)	Inpatient Evaluation and Treatment at an RMHI	\$450.00 per service recipient per day
§ 33-7-303(a)	Outpatient Committability of Insanity Acquittee Evaluation in accordance with Commitment Criteria of T.C.A. Title 33, Chapter 6, Part 5	\$600.00 per service recipient
§ 33-7-303(a)	Completion of Outpatient Treatment Plan for Insanity Acquittee Considered Not Committable [with or without Mandatory Outpatient Treatment (MOT) under T.C.A. § 33-7-303(b)]	\$300.00 per service recipient
§ 33-7-303(c)	Inpatient Evaluation and Treatment at an RMHI	\$450.00 per service recipient per day

- C.2. Daily Rate, "Date of Admission", and "Date of Discharge". For inpatient evaluation and treatment, the Procuring Party shall be responsible for paying the daily rate to the State for the day a defendant charged with misdemeanor crimes only is admitted, herein "date of admission", and each day between the date of admission and the day the defendant is discharged, herein "date of discharge". The Procuring Party shall not be responsible for paying the daily rate for the date of discharge. For purposes of this Contract, the date of discharge shall be the date that the Procuring Party or the Procuring Party's transportation agent actually removes the defendant from the State's grounds.
- C.3. Time of Payment and Collection Efforts. Procuring Party shall pay the State within thirty (30) calendar days after receiving an invoice from the State. If at the end of thirty (30) calendar days, the Procuring Party has not paid the invoice, the State shall issue a second invoice, and shall continue sending invoices at thirty (30) calendar day increments until reaching one hundred and twenty (120) calendar days for which the invoice remains unpaid. If the invoice remains unpaid at the end of the one hundred and twenty (120) day period, the State shall initiate collection efforts or refer the issue to the Tennessee Attorney General's Office.

- C.4. Interpreter Services. In the event that the State must procure interpreter services from non-state resources under court order or in order to affect an inpatient evaluation or treatment necessary to the evaluation, the Procuring Party shall reimburse the State the actual cost of the interpreter services.
- C.5. When Defendant is Financially Able to Pay For and Be Responsible for Costs and Expenses. When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3; and the court finds the defendant financially able to pay for, and be responsible for, all or part of the costs and expenses for the evaluation and treatment, the Procuring Party shall pay the State the cost of the evaluation and treatment and seek reimbursement from the defendant. At no time shall the State seek payment directly from the defendant.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.
- Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
- D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
- D.6. Conflicts of Interest. The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.

- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

- D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.20. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Dr. Jeff Feix, Ph.D., Director
Office of Forensics and Juvenile Court Services
Tennessee Department of Mental Health and Substance Abuse Services
500 Deaderick Street
Nashville, Tennessee 37243
E-mail Address: jeff.feix@tn.gov
Telephone #: (615) 532-6747
FAX #: (615) 253-3045

The Procuring Party:

Rhea Taylor, County Mayor
Fayette County
P.O. Box 218
Somerville, TN 38068
rtaylor@fayette.tn.us
Telephone # (901) 465-5202
FAX # (901) 465-5229

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. HIPAA Compliance. The State and Procuring Party shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Procuring Party warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract.
 - b. Procuring Party warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Procuring Party will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Procuring Party in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.4. Rule 2 Compliance. The State and the Procuring Party shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 *et seq.*
- a. The Procuring Party warrants to the State that it is familiar with the requirements of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations, and will comply with all applicable requirements in the course of this Contract.
 - b. The Procuring Party warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations, in the course of performance of the Contract so that both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.
 - c. The State and the Procuring Party will sign documents, including but not limited to business associate agreements, as required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and that are reasonably necessary to keep the State and the Procuring Party in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, or if Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records permits the State to receive such information without entering into a business associate agreement or signing another such document.

IN WITNESS WHEREOF,

FAYETTE COUNTY TENNESSEE:

PROCURING PARTY SIGNATURE

DATE

PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:

MARIE WILLIAMS, COMMISSIONER

DATE

Commissioner German moved to approve the following CJC Master Plan Professional Services Contract-A2H. The motion was seconded by Commissioner Robert Sills and passed unanimously on a roll call vote.



August 27, 2020

Rhea "Skip" Taylor
Fayette County Mayor
Fayette County, TN
13095 North Main Street
Somerville, TN 38068

Re: Fayette County, TN
Fayette County Justice Center
Master Plan
Somerville, TN

A2H # 18116

Dear Mayor Taylor,

A2H is pleased to submit our Contract for design and consulting related services for this project. As a full service Engineering, Architectural and Planning firm, A2H offers all services required to successfully complete this project. If you agree with the terms as outlined within the enclosed Contract, please acknowledge your acceptance by signing and dating the Contract and initialing the Terms and Conditions in the spaces indicated and return one executed Contract to our office.

If selected, please note that Jim Atkinson will serve as Project Manager for this project and will be your contact person in our office. If you have any questions or require additional information, please do not hesitate to contact either me or Jim at any time.

Thank you for giving us the opportunity to submit this Contract.

Sincerely,

A2H, Inc.

Pat Harcourt, PE
CEO - Principal

Jim Atkinson
Senior Planner - Manager



August 27, 2020

Rhea "Skip" Taylor
Fayette County Mayor
Fayette County, TN
13095 North Main Street
Somerville, TN 38068

Re: Fayette County, TN
Fayette County Justice Center
Master Plan
Somerville, TN

A2H # 18116

Dear Mayor Taylor,

We are pleased to respond to your request for Professional Services on the above referenced project. By way of this Contract, we are enclosing our understanding of the scope of work required for the project and shall perform the Professional Services upon the terms and conditions set forth in this letter.

I. The following represents our understanding of the project description:

A2H will be responsible for professional design and consulting services necessary for the Fayette County Justice Center Master Plan proposed in Somerville, TN.

A2H will use the Fayette Co. Needs Assessment, CTAS (04/22/19) and Fayette Co. Staffing Analysis, CTAS (04/22/19) provided by Jim Hart to define the future needs of the Fayette County Justice Complex.

II. It is our understanding that the Basic Scope of Services includes:

A2H will provide the following as part of our Basic Scope of Services working closely with Fayette County, TN to provide these services in support of the project:

- Project Management
- Planning
- Land Surveying
- Civil Engineering
- Landscape Architecture
- Architecture

The phases described below represent our understanding of the project requirements as indicated by the Client:

Topographic Survey

- A. The project area to be surveyed is approximately 14 acres. Spot elevations on a 25' to 50' grid (where applicable) on the entire project area with 1' contour intervals.
- B. Locations of the existing improvements within project and overlap area.
- C. Locations of all visible existing utilities, above and below grade, with depths of the same where applicable. Archive plans will be used to assist in the locations of utilities not visible.
- D. The survey will be tied to the Tennessee Grid Reference Network and the NAVD88 datum will be used for elevations.
- E. A minimum of three on-site control points and one benchmark outside of the project area for future use will be set.

Coordination and Meetings

- A. Coordinate a brainstorming meeting and re-walk the site with key users.
- B. Coordinate a meeting to review the Preliminary Program and Comprehensive Site Master Plan.
- C. Conduct a presentation/review meeting of the final Master Plan.

Preliminary Program

- A. Using the data from the recent CTAS report provided by Jim Hart, A2H will establish the Preliminary Program which will be used to develop a Master Plan.

Overall Growth Drawings

- A. Provide an overall growth site plan and an overall growth floor plan from a planning level.

Comprehensive Site Master Plan

- A. Using the approved program, A2H will develop a compressive site plan for the maximum development of the CJC property. All existing utilities that A2H can determine, proposed building expansion, and parking will be shown on the plan.

III. Exclusions from our Basic Scope of Services are as follows:

Services not set forth above as Basic Scope of Services in this Contract are excluded from the scope of our work and we assume no responsibility to perform such services, including but not limited to:

- A. Services required because of significant changes in the project, including changes in size, quality, complexity, schedule or methods of bidding.
- B. Environmental Site Assessment.
- C. Property Boundary surveying.
- D. Furniture, Fixture, and Equipment planning.
- E. Construction cost estimating.

F. Architecture and Engineering Construction Documents for the purposes of permitting and/or construction.

IV. Our proposed schedule of deliverables for the above referenced Basic Scope of Services is as follows:

A. A2H will provide the Client with a schedule for phase deliverables and construction within two weeks of the Notice To Proceed.

V. Our proposed compensation for the above referenced Basic Scope of Services is as follows:

Topographic Survey	\$	4,725.00
Coordination and Meetings	\$	4,725.00
Preliminary Program	\$	8,925.00
Overall Growth Drawings	\$	3,675.00
Comprehensive Site Master Plan	\$	8,925.00
Compensation for Basic Scope of Services	\$	30,975.00
Reimbursable Expense Allowance (Printing, Plotting, Mileage, Courier Service, Postage, Travel)	\$	1,000.00

VI. Additional Services:

Additional services shall consist of all services not included in the Basic Services as set forth above. No work will be performed beyond the services noted above without an express written agreement between A2H and Fayette County, TN. Additional Services will be billed either on an hourly basis in accordance with the hourly rate schedule contained herein, or a negotiated fixed fee based on the scope of additional services requested. The A2H Hourly Rate Schedule is as follows:

Principal	\$ 200.00
Associate Principal	\$ 165.00
Project Manager	\$ 135.00
Project Coordinator	\$ 90.00
Architect	\$ 140.00
Engineer	\$ 140.00
Landscape Architect	\$ 115.00
Planner	\$ 115.00
Land Surveyor	\$ 110.00
Interior Designer	\$ 100.00
Construction Administrator	\$ 95.00
Construction Inspector	\$ 95.00
Designer	\$ 90.00
BIM/CAD Technician	\$ 85.00
Survey Crew Member	\$ 70.00
Administrator	\$ 75.00

If this Contract and the Terms and Conditions attached hereto and incorporated herein satisfactorily set forth your understanding and the agreement between us, we would appreciate your signing the enclosed copy of this letter agreement in the space provided below and initialing the Terms and Conditions in the space provided and returning them to us.

This Contract will be open for acceptance for 30 calendar days. We certainly look forward to working with you on this project and thank you for giving us the opportunity to submit this Contract.

If you have any questions, please call.

Sincerely,

A2H, Inc.



Pat Harcourt, PE
CEO – Principal

Attachment: Terms and Conditions

AGENT FOR: **FAYETTE COUNTY, TN**

ACCEPTED BY: _____ **DATE:** _____

TITLE: _____

TERMS AND CONDITIONS

1. The parties agree that FAYETTE COUNTY, TN is solely responsible for payment in accordance with the following terms. A2H, Inc. (hereinafter sometimes "the Consultant") shall submit monthly invoices for work in progress. Payment shall be due upon receipt. Invoices more than 30 days old will be subject to a finance charge of 1.5% per month. The Consultant shall have the right to cease work if payment is not received within 45 days of each invoice. In addition, FAYETTE COUNTY, TN agrees to pay any and all legal expenses and other costs incurred in the collection of any overdue amount.
2. FAYETTE COUNTY, TN shall reimburse the Consultant all expenses incurred for courier service, (e.g. Federal Express, United Parcel Service, etc.) mileage, long distance telephone calls, travel, printing and postage. Reimbursable Expenses Allowance shall be broken out in detail on the invoice. A handling charge of 15% shall be added to all reimbursable expenses.
3. In the event of any litigation arising from or related to this agreement or the services provided under this Agreement, the "prevailing party" shall be entitled to recover from the "non-prevailing party" all reasonable legal expenses and attorney's fees incurred in such litigation. For the purposes of this provision, a party asserting a claim shall be considered the "prevailing party" only if it recovers 50% or more of the amount claimed. If it does not, the claimant shall be the "non-prevailing party."
4. FAYETTE COUNTY, TN shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless FAYETTE COUNTY, TN has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of the project. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certification shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause takes precedence over any existing state law in force at the time of the claim or demand for arbitration.
5. The Consultant shall commence services within seven (7) days of receiving executed acceptance of this agreement from FAYETTE COUNTY, TN along with all project information needed to commence services. The Consultant shall perform the work with due diligence commensurate with sound professional practice.
6. The Consultant shall be responsible for the design of the items listed in the scope of services only. Responsibility for any other items not specifically mentioned in the scope of services or shown on the drawings produced by A2H, Inc. shall be borne by FAYETTE COUNTY, TN.
7. In preparation of Contract Documents, the Consultant is entitled to rely upon the accuracy and completeness of information (electronic or otherwise) furnished by FAYETTE COUNTY, TN, or its independent consultants. Such information includes but is not limited to topographic and/or boundary surveys, grading and drainage plans, building information, geotechnical reports, dimensions of existing construction, property data, and zoning and land use information. The Consultant is not responsible for recommendations or criteria provided in the geotechnical report. Such recommendations include, but are not limited to, foundation design criteria, anticipated movement criteria, and proposed construction methods.
8. Notwithstanding any other provision of this agreement or the parties' contract, in providing services under this agreement, the Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
9. Construction Documents are by necessity drawn to a small scale and in many cases schematic in nature. Construction Documents cannot be perfectly prepared. Drawings and specifications need continually to be interpreted and clarified, and sometimes must be corrected or updated. Accordingly, if FAYETTE COUNTY, TN does not engage the Consultant for full customary Construction Administration of this Project, FAYETTE COUNTY, TN agrees to indemnify, release and hold harmless the Consultant and its employees and consultants from and against any claims of liability arising from defects in the design and/or construction work.
10. In the event FAYETTE COUNTY, TN should require Consultant to perform construction administration services, FAYETTE COUNTY, TN acknowledges that the purpose of construction observation by the Consultant is to ascertain in general whether the work when complete will be in substantial compliance with the Contract Documents. In no event shall the Consultant perform exhaustive or continuous inspection. The Consultant is not responsible for, and shall not have control of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor will it be responsible for the contractor's failure to carry out the construction work in accordance with the Contract Documents. The Consultant shall not be responsible for, nor have control or charge over the acts or omissions of the Contractor, Subcontractor, nor any of their agents or employees, or any other person performing any of the construction work. The Consultant shall not have the authority nor the responsibility to supervise or direct the construction work.
11. The Consultant's review of shop drawings is solely to determine whether the submittal generally conforms to the design concept expressed in the Contract Documents and is not to verify dimensions and quantities.

Initials

Date

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A2H, Inc.
Page 114

August 27, 2020

12. FAYETTE COUNTY, TN acknowledges the reports, plans, specifications, field data and notes and all other documents prepared by the Consultant, including all documents on electronic media, are instruments of professional service that shall remain the property of the Consultant. FAYETTE COUNTY, TN shall not reuse, make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Consultant. FAYETTE COUNTY, TN agrees to indemnify, release, and hold harmless the Consultant from any claims arising from any unauthorized reuse or modification of the plans and specifications.
13. The Consultant makes no warranties, either expressed or implied, of merchantability, fitness for use for any particular purpose, or of any other nature or type. In no event shall the Consultant be liable to FAYETTE COUNTY, TN for any loss of profit, loss of use, or any other consequential damages.
14. If there are protracted delays for reasons beyond the control of the Consultant, the Consultant's compensation shall be equitably adjusted.
15. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that may be due) without the prior written consent of the other party. The Consultant shall be permitted to subcontract portions of the professional services required under this agreement to properly qualified subconsultants.
16. This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, by either party, the Consultant shall be paid for all services rendered and all reimbursable expenses up to and through the date of termination.
17. The fees charged by the Consultant have been structured in part in reliance upon the agreement and covenant of the FAYETTE COUNTY, TN that the liability of the Consultant for any defects in the services provided hereunder shall be limited to the total fee the Consultant charged for services rendered on the project.
18. In the event of defects in the services performed by the Consultant for which the Consultant is liable to FAYETTE COUNTY, TN, the measure of damages may include the cost of remediation work, but shall not include the cost of work that adds value to the project for which FAYETTE COUNTY, TN would have been obligated to pay if the services had not been defective.
19. Any and all suits for any breach of this agreement shall be instituted and maintained in any Court of competent jurisdiction in Shelby County, Tennessee and both parties expressly consent to the jurisdiction of such Court.
20. If any portion of this agreement shall in any way become violative or prohibited by or under applicable laws, that provision or part hereof shall be ineffective and void to the extent of such violation or prohibition without invalidating any of the remaining provisions of this agreement.
21. In the event FAYETTE COUNTY, TN consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Consultant, FAYETTE COUNTY, TN acknowledges that such changes, and the results thereof, are not the responsibility of the Consultant. Therefore, FAYETTE COUNTY, TN agrees to release the Consultant from any liability arising from such changes. In addition, FAYETTE COUNTY, TN agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.
22. Original signed, sealed reproducible documents are the actual Contract Documents and any electronic copies provided to the Client are the Client's convenience. In the event there is a discrepancy between the original signed, sealed documents and the electronic copy, the original signed, sealed reproducible documents shall take precedence.
23. The proposal represents the entire understanding between FAYETTE COUNTY, TN and A2H, Inc. in the respect to the project and may be modified only by a writing signed by both parties.
24. If in the event that an executed copy of this agreement is not returned to our office, but payment is received for services rendered during the course of the project, the parties agree that these terms and conditions shall be binding upon the parties.

Accepted by FAYETTE COUNTY, TN:

Signature

Date

Commissioner German moved to approve the following budget amendment to Budget fund 101 for County Clerk Sue Culver to move funds from a reserve fund to a spendable line

item to buy office supplies. 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 22nd day of September, 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 Sep-20

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
34515 Restricted for Finance	\$ 2,958.60	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	\$ 2,958.60	\$ -
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
52500 County Clerk's Office		
435 Office Supplies		\$ 2,958.60
Subtotal-52500	\$ -	\$ 2,958.60
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ -	\$ 2,958.60
Prior Estimated Expenditures		\$ 19,849,090.00
Total Estimated Expenditures this Amendment		\$ 19,852,048.60
Projected Fund Balance before Amendment		\$ 8,066,721.00
Change in Fund Balance this Amendment		\$ -
Estimated Ending Fund Balance as of June 30, 2020		\$ 8,066,721.00

Commissioner German moved to approve the following Sheriff's Office Salary Line Adjustment. 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 22nd day of September, 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 Sep-20

<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
54110	Sheriff's Department		
105	Supervisor / Director		\$ 3,716.00
106	Deputies	\$ 7,135.00	
108	Investigators		\$ 4,847.00
109	Captains	\$ 851.00	
110	Lieutenants		\$ 7,083.00
115	Sergeants		\$ 9,439.00
169	Part-Time		\$ 2,497.00
	Subtotal-54110	\$ 7,986.00	\$ 27,582.00
54150	Drug Control		
108	Investigators		\$ 4,832.00
110	Lieutenants		\$ 751.00
	Subtotal-54150	\$ -	\$ 5,583.00
54210	Jail		
103	Assistant	\$ 1,015.00	
105	Supervisor / Director		\$ 3,153.00
109	Captains		\$ 379.00
110	Lieutenants	\$ 949.00	
115	Sergeants		\$ 5,792.00
121	Data Processing	\$ 1,859.00	
148	Disptachers	\$ 16,017.00	
160	Guards	\$ 10,275.00	
161	Secretary	\$ 1,779.00	
167	Maintenance		\$ 192.00
	Subtotal-54210	\$ 31,894.00	\$ 9,516.00

54900	Other Public Safety (Sheriff's Shop)		
142	Mechanics	\$ 2,801.00	
	Subtotal-54900	\$ 2,801.00	\$ -
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 42,681.00	\$ 42,681.00
Prior Estimated Expenditures			\$ 19,849,090.00
Total Estimated Expenditures this Amendment			\$ 19,849,090.00
Projected Fund Balance before Amendment			\$ 8,066,721.00
Change in Fund Balance this Amendment			\$ -
Estimated Ending Fund Balance as of June 30, 2020			\$ 8,066,721.00

Commissioner German moved to approve the purchase of an ambulance (wreck replacement). 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 22nd day of September, 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
Sep-20**

<u>Adjustment to Revenue Accounts:</u>		<u>INCREASE</u>	<u>DECREASE</u>
49700	Insurance Recovery	\$ 140,718.00	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:		<u>\$ 140,718.00</u>	<u>\$ -</u>
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
55130	Ambulance		
718	Motor Vehicles		\$ 188,000.00
	Subtotal-55130	\$ -	\$ 188,000.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		<u>\$ -</u>	<u>\$ 188,000.00</u>
Prior Estimated Expenditures			\$ 1,570,323.00
Total Estimated Expenditures this Amendment			\$ 1,758,323.00
Projected Fund Balance before Amendment			\$ 375,977.00
Change in Fund Balance this Amendment			\$ (47,282.00)
Estimated Ending Fund Balance as of June 30, 2020			\$ 328,695.00

Commissioner Norton moved to approve the following resolutions for the fire department creating a fire operations Chief Position. This will be a part-time position of no more than 30 hours per week at a pay rate of no more than \$19.19 per hour. The motion was seconded by

Commissioner Oglesby and passed unanimously on roll call vote.

13. Knowledge of county, state, and federal codes, regulations, and ordinances that affect the fire protection system within Fayette County;

ESSENTIAL JOB FUNCTIONS:

In compliance with the ADA requirements, the following functions have been determined essential to the successful performance of this position and are necessary qualifications of the candidate with or without reasonable accommodations:

Must have the ability to read, write, and speak English;

Must have the ability to reason and react calmly in all emergency situations;

Must demonstrate honesty and integrity in personal behavior and attitudes;

Must have the ability to establish and maintain an effective working relationship with all Fayette County Fire personnel, the general public, county officials, and all outside agencies;

Must be free of substance abuse or usage, legal or illegal, in order to maintain effective job performance;

Must have the ability to plan, install, and carry out programs of departmental operations and activities, personnel training, and fire prevention;

Must have the ability to establish and maintain effective working relationships with civic and official groups, and the general public as well as to command and hold the respect of subordinates;

Must be able to perform duties in a highly stressful environment where encounters with violent, unpredictable, and possibly contagious individuals as well as threats to life and personal safety may occur;

Must have the ability to analyze organizational and operational problems and recommend effective improvement;

Must have the ability to prepare clear and concise administrative and technical reports.

Commissioner Dale Reaves moved to appropriate the funds for the Fire Operations Chief Position. The motion was seconded by Commissioner Goodroe and passed unanimously on roll call vote as follows:

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 22nd day of September, 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 Sep-20

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
54310		
Fire Department		
106 Deputies		\$ 21,183.00
169 Part-Time		\$ 6,017.00
196 In-Service Training	\$ 4,000.00	
322 Evaluation & Testing	\$ 2,500.00	
502 Building & Contents Insurance	\$ 4,200.00	
506 Liability Insurance	\$ 8,500.00	
701 Administration Equipment	\$ 3,000.00	
708 Communication Equipment	\$ 5,000.00	
Subtotal-54310	\$ 27,200.00	\$ 27,200.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ 27,200.00	\$ 27,200.00
Prior Estimated Expenditures		\$ 19,849,090.00
Total Estimated Expenditures this Amendment		\$ 19,849,090.00
Projected Fund Balance before Amendment		\$ 8,066,721.00
Change in Fund Balance this Amendment		\$ -
Estimated Ending Fund Balance as of June 30, 2021		\$ 8,066,721.00

Commissioner Dale Reaves moved to approve funding the survey and phase I of the animal shelter. The Mayor does not anticipate it costing more than \$2200 but requested \$5000

be allocated. The motion was seconded by Commissioner Goodroe and passed unanimously on roll call vote as follows.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 22nd day of September, 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
Sep-20**

<u>Adjustment to Reserve Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
34530	Restricted for Public Health	\$ 5,000.00	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:		\$ 5,000.00	\$ -
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
55120	Rabies & Animal Control		
312	Contracts with Private Agencies		\$ 5,000.00
	Subtotal-55120	\$ -	\$ 5,000.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ -	\$ 5,000.00
Prior Estimated Expenditures			\$ 19,849,090.00
Total Estimated Expenditures this Amendment			\$ 19,854,090.00
Projected Fund Balance before Amendment			\$ 8,066,721.00
Change in Fund Balance this Amendment			\$ -
Estimated Ending Fund Balance as of June 30, 2021			\$ 8,066,721.00

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

Rhea Taylor, County Mayor

ATTEST:

Sue W. Culver, County Clerk

