

FAYETTE COUNTY LEGISLATIVE BODY
September 26, 2023

BE IT REMEMBERED that the Fayette County Legislative Body met in regular session on September 26, 2023, at the Bill G. Kelley Justice Complex in Somerville, Tennessee. Present and presiding was the County Mayor, Rhea “Skip” Taylor. Also, present and presiding were the Sheriff, James R. “Bobby” Riles, Shana N. Burch, Fayette County Clerk, and the following County Commissioners: Terrye Canady, David Crislip, Tim Goodroe, Steve Laskoski, Terry Leggett, Win Moore, Jim Norton, Claude Oglesby, Tommy Perkins, Mike Reeves, Steve Reeves, Elizabeth Rice, Ray Seals, Robert Sills, Larry Watkins, and Adrian Wiggins. Commissioners Matt Rhea, Betty Salmon, and David Webb were absent.

A quorum was declared with sixteen (16) Commissioners present and three (3) Commissioners absent.

Commissioner Steve Reeves gave the invocation.

The floor was open to comments on non – agenda items. Mr. Elton Holmes of 8600 Old Brownsville Road in Somerville, TN., the Somerville, Fayette County NAACP President addressed the board with concerns about the changes toward the Public-School Board elections and looks forward to working with the board on the changes. John Flynn of Oakland addressed the board about the service officers that are coming to the schools.

Next on the agenda was the approval of the August minutes and the September special called meeting minutes. Commissioner Perkins made the motion to approve. The motion was seconded by Commissioner Wiggins and passed unanimously.

The chairman stated that the board had in the packet a rezoning of a SA-1 to a R-1 on Harrell Road. Mr. Atkinson addressed the board; he stated that Mr. Byrd had purchased 38 acres from Shepard’s Haven to construct a single-family dwelling. The request went before the Planning Commission and the Development Committee with unanimous approval. The floor was open to Public Hearing. Mr. Byrd came forward to address the board about his request to build a home on the site for his family. With no one coming forward to speak against, the floor was closed. Commissioner Leggett made the motion to approve. The motion was seconded by Commissioner Robert Sills and passed unanimously.

FAYETTE COUNTY, TENNESSEE
Regional Planning Commission



Staff Report

TO: Regional Planning Commission Members
FROM: Jim Atkinson, AICP
MEETING DATE: August 7, 2023
SUBJECT: PUBLIC HEARING Rezoning: SA-I (Special Activity - Institutional) to R-1 (Rural Residential) for the property located on Harrell Drive identified on Tax Map 062, Parcel 015.05 in Civil District 7.

STAFF RECOMMENDATION

Recommend approval of the rezoning request to the County Commission from SA-I (Special Activity - Institutional) to R-1 (Rural Residential).

INTRODUCTION

The applicant is seeking a rezoning from SA-I (Special Activity - Institutional) to R-1 (Rural Residential) for 38.63 acres located on Harrell Drive. The property is directly adjacent to Shepard's Haven, and until recently was part of the Shepard's Haven property. Mr. Byrd has purchased 38 acres from Shepard's Haven to construct a single-family dwelling.

The zoning (SA-I), however, does not permit single family residences separate from an institutional use. The SA-I zoning was established for the Shepard's Haven institutional use. Single family dwellings are permitted as an accessory to an institutional use by Special Exception. This is not the intent of Mr. Byrd; this would be a distinct and separate use of the property.

The only way to receive building permit approval for a separate single-family dwelling is by rezoning the property to a residential district. In this case, the property is surrounded by R-1 zoning (with the exception of Shepard's Haven), which makes the applicant's request very appropriate.

The current application is for a rezoning only; the Planning Commission is not considering specific site design currently or granting permits for any specific use. The Planning Commission will be considering whether the R-1 zoning designation is appropriate for the subject property and examining potential impacts to the neighborhood from allowed uses and site design requirements permitted in the R-1 district.

FAYETTE COUNTY, TENNESSEE
Regional Planning Commission



Staff Report

ZONING RESOLUTION AUTHORITY

The Fayette County Zoning Resolution provides a process for amending the zoning designation of a property. According to Article IV, a zoning amendment must include a public hearing before both the Planning Commission and Board of Commissioners. The planning commission meeting for August 7, 2023 has been properly noticed as a public hearing, and a separate notification would be published prior to the County Commission meeting following the notice requirements provided in the Zoning Resolution. The amendment language from the Zoning Resolution is provided below.

ARTICLE IV – AMENDMENT

- Section 1** Zoning Amendment Petition. The Fayette County Board of Commissioners may amend the number, shape, boundary, area, or any regulation of or within any district or any other provision of this Resolution upon petition by any person or official board.
- Section 2** Planning Commission Review. No amendment shall be adopted unless it has been submitted for approval, disapproval or suggestions to the Fayette County Regional Planning Commission, and the absence of formal action by the planning commission within thirty-five (35) days after it holds a public hearing on the proposed amendment shall be considered as approval by the planning commission.
- Section 3** Public Hearings on Proposed Amendment. No amendment shall be adopted unless the Fayette County Regional Planning Commission and the Board of Commissioners each shall have held a public hearing thereon. The time and place of such public hearings and the amendment's content shall be advertised by at least one (1) publication in a newspaper of general circulation in Fayette County at least five (5) days in advance of the planning commission hearing and at least fifteen (15) days in advance of the Board of Commissioners hearing.
- Section 4** Amendment Not Approved. Any amendment not approved within seventy (70) days after the Board of Commissioners' call to order on the occasion of the public hearing advertised for the amendment shall not be resubmitted for two (2) years following its publication date.
- Section 5** Amendment Withdrawn. Any amendment withdrawn prior to the Board of Commissioners' call to order on the occasion of the public hearing advertised for the amendment but after advertisement of the public hearing shall not be resubmitted for one (1) year following its withdrawal date.

Once the Planning Commission makes a recommendation, the request will be forwarded to the County Commission for action. A separate public hearing will be held by the County Commission prior to action. New public hearing notification will be published.

**REQUEST FOR REZONING
FAYETTE COUNTY, TENNESSEE
REGIONAL PLANNING COMMISSION**



Applicant/Appellant: Jason Byrd **Date:** 7-24-23
Applicant Phone: 849-2229 **Applicant Email:** ByrdJ23@gmail.com
Property Address/Location: Harrell Drive
Tax Map: 062 **Parcel:** 015.05 **Acreage:** 38.63 **Civil District:** 7 **Zoning:** SA-I

If the Owner is different than the Applicant, please complete the following:

Property Owner Name: Jason Byrd **Phone:** 901-849-2229

(A) REQUEST:

The applicant requests that the Fayette County Regional Planning Commission grant approval for the rezoning of the subject property from SA-I to R1 for the following purpose:

Property was split from Shepherd Haven (Special activity) Mr Byrd bought the property and plans to build his home on the property and therefore requests rezoning to R1

(B) ZONING RESOLUTION REFERENCE:

Article V, Section 1: No building or land hereafter shall be used and no building or part thereof shall be sited except for a use expressly permitted by and in conformity with the regulations herein specified for the district in which it is located, whether operated for or without compensation.

(C) The Applicant believes that the Fayette County Regional Planning Commission has the authority to grant approval sought under Article V, Section 1 of the Zoning Resolution.

Jason K Byrd
Applicant Signature

7/24/23
Date

Property Owner Signature (if different from Applicant)

Date

(D) Action of the Fayette County Regional Planning Commission:



FAYETTE COUNTY
 OFFICE OF PLANNING AND DEVELOPMENT
 1255 Highway 50
 Collierville, TN 38018
 Phone 901-465-5250
 Fax 901-465-5250

7-6-23

SUBMISSION DATE _____

APPLICATION FOR BUILDING PERMIT

FLOOR PLAN _____
 PLANS _____
 SITE PLAN RECD _____

APPLICANT Jason Byrd
 PHONE 901-849-2229

LOT OWNER Jason Byrd
 MAILING ADDRESS 986 Sugar Lane Collierville, TN 38017
 PHONE NUMBER _____ CELL PHONE _____

ACRES 98.63 ZONED SA-I MAPS 062 PARCELS 015.05 CIVIL DIST 7
 LOT LOCATION Harrell Drive 51' 800' N/A
 EASEMENT N/A LOTS N/A
 EXISTING BUILDING HOUSE HOUSE BLDG MULTIFAMILY POOL
 THIS BUILDING HOUSE GARAGE HOUSE/GAR ADDITION ACCESS BLDG
 SWIMM DRIVE MOBILE OTHER _____

parent parcel 015.02 Future Roadway Extension
 parent parcel 015.02 General Note attached

Needs rezoning. Approved pending rezoning

COBOLTS FACULTY RECD _____
 COB APPROVAL DETERMINED _____
C. Cole
 DEVELOPMENT OFFICE
 STAFF MEMBER

S. Rose
 DEVELOPMENT OFFICE
 PLANNING DIRECTOR

I hereby acknowledge that this is not a building permit but rather a
 application for a building permit and it does not entitle me to
 place or begin construction of a building. I further acknowledge that
 to place a building and/or to begin any construction prior to issuance
 of a building permit is unlawful and may result in a penalty fee as
 well as a requirement that such building or construction be relocated
 or removed.

THIS REVIEW PROCESS MAY TAKE UP TO 20 BUSINESS DAYS
 WE WILL NOT ISSUE A PERMIT UNTIL WE CALL YOU
 TO CONFIRM COMPLETION

JB BUILDING PACKET RECEIVED (APPLICANT INITIALS)

By signing below, I acknowledge I have read and agree to the
 terms as stated above in this application for a building permit.

Jason K Byrd
 APPLICANT SIGNATURE
7/6/23





Commissioner Norton made the motion to approve the Resolution to change the speed limit on Neal Road to 20 Miles Per Hour in its entirety. The motion was seconded by

Commissioner Wiggins. The floor was open to public hearing, with no one coming forward “for” or “against” the motion, the floor was closed, and the motion passed unanimously.

NOTICE OF INTENTION TO PROPOSE RESOLUTION

I, Ray Seals, duly elected member of the Fayette County Legislative Body, representing the 2nd Commissioner District of Fayette County, Tennessee, hereby give public notice of my intention to propose a Resolution changing the speed limit to 20 Miles Per Hour on Neal Road in its entirety (a distance of 0.21 miles) beginning at Highway 59 in the Civil District 5, Commissioner District 2.

Ray Seals, County Commissioner

RESOLUTION

BE IT RESOLVED by the Board of County Commissioners and/or assembled on this 26th day of September 2023, being the fourth Tuesday, and the regular monthly meeting date of September said County Legislative Body in the Criminal Justice Complex at Somerville, Tennessee, that pursuant to the provisions of chapter No. 357 of the Private Acts of Tennessee, 1967-68, an amendments thereto, it shall be unlawful for any person to operate or drive a motor vehicle in excess of twenty (20) MPH on Neal Road in its entirety, being located in the 5th Civil District of Fayette County, Tennessee; and **BE IT FURTHER RESOLVED** that any person violating the provisions of this Resolution shall be guilty of a misdemeanor and punished accordingly.

Shana N. Burch, County Clerk

Commissioner Wiggins made the motion to add a speed limit to Hickory Woods Lane in its entirety and Hickory Lake Road in its entirety to 30 Miles Per Hour. The motion was seconded by Commissioner Robert Sills. The floor was open to public hearing, with no one coming forward "for" or "against" the motion, the floor was closed, and the motion passed unanimously.

NOTICE OF INTENTION TO PROPOSE RESOLUTION

I, Robert Sills, duly elected member of the Fayette County Legislative Body, representing the 8th Commissioner District of Fayette County, Tennessee, hereby give public notice of my intention to propose a Resolution changing the speed limit to 30 Miles Per Hour on Hickory Woods Lane in its entirety (a distance of 0.67 miles), beginning at Highway 64 and ending at Hickory Lake Road. Also, the speed limit changes to 30 Miles Per Hour on Hickory Lake Road in its entirety (a distance of 0.63 miles), beginning at Highway 64 and ending at Estate Drive in the Civil District 7, Commissioner District 8.

Robert Sills, County Commissioner

RESOLUTION

BE IT RESOLVED by the Board of County Commissioners and/or assembled on this 26th day of September 2023, being the fourth Tuesday, and the regular monthly meeting date of September said County Legislative Body, in the Criminal Justice Complex at Somerville, Tennessee, that pursuant to the provisions of chapter No. 357 of the Private Acts of Tennessee, 1967-68, an amendments thereto, it shall be unlawful for any person to operate or drive a motor vehicle in excess of thirty (30) MPH on Hickory Woods Lane and Hickory Lake Road in there entirety, being located in the 7th Civil District of Fayette County, Tennessee; and **BE IT FURTHER RESOLVED** that any person violating the provisions of this Resolution shall be guilty of a misdemeanor and punished accordingly.

Shana N. Burch, County Clerk

Commissioner Steve Reeves made the motion to approve the following as notaries:

**NOTARY LIST
September 26, 2023**

Lilli-Ann Byrd*

Kristy Caradine

Kayla Huff*

Colby Mathis

Virginia Modlin*

Michael Patrick Quinn

Jawanna D. Terry*

Jennifer L. Wilson

Sean C. Wood

***DENOTES NEW NOTARY**

The motion was seconded by Commissioner Laskoski and passed unanimously.

Commissioner Goodroe made the motion to approve the Adoption of Rules and Procedures along with the Amendments to the County Commission By-laws for 2023-2024. The motion was seconded by Commissioner Perkins and passed unanimously.

FAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS 2023-24

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 a 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 member who shall speak first followed by the other member.

Rule 4C: Speaking

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

Rule 5D: Vote Required to Pass a Motion

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

Rule 5E: Member May Change Vote

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

Rule 5F: Reconsideration of a Motion

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

Rule 6 Elections and Appointments

Rule 6A: Elections with Nomination from the Floor

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

Rule 6B: Appointive Office

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

Rule 6C: Election or Confirmation

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

Rule 6D: Second Ballot

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

Rule 7 County Legislative Body Committees

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

Rule 8 Appropriation Request

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

Rule 8A: Appropriations Except by Bond Issue

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

Rule 8B: Appropriations by Bond Issue

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

Rule 8C: Committee Recommendations

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

Rule 9 Amending or Suspending the Rules

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

Rule 10 Robert's Rules of Order

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

Rule 11 Presiding Officer

Rule 11A: Election

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

Rule 11B: Voting by the Chairman

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

Rule 11C: Call to Order

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

Rule 11D: Question of Order

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

Rule 11E: Members Speaking

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

Rule 11F: Motions

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

Rule 11G: Putting the Question

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

Rule 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 anyone who has voted wishes to change his vote. Then the results shall be announced by the Clerk.

Rule 12D: Audio Recording of Meetings

The Clerk shall cause all County Legislative Body meeting and County Legislative Body committee meetings to be audio recorded and shall maintain such recordings indefinitely. Members and the public may listen to such audio 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 an audio 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 chairmen 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.

Amendments to the County Commission By-laws for 2023-24

No. 1 -

Current:

Rule 14 County Attorney

The County Attorney shall attend meetings 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

Proposed:

Rule 14 County Attorney

The County Attorney shall attend meetings of the County Legislative Body **and its regular committees** to advise on matters of Law. He shall also attend **special** committee meetings when called upon by the Chairman of the County Commission.

** Requested by the Commission previously*

No. 2 -

Current:

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
 - a. Announcements and statements by members, officials and the public
12. Adjournment

Proposed:

Rule 3: Order of Business

1. Call to order by the Presiding Officer
2. Roll Call
3. Invocation
4. Pledge of Allegiance
5. Comments from the Public (3 minute maximum per speaker/ 15 minutes 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
 - a. Announcements and statements by members, officials and the public
12. Adjournment

- Required by TCA 8-44-112 (Public Chapter No. 300, effective July 1, 2023)
- Current By-laws language:

- Rule 4A: Who May Address the County Legislative Body
 - ...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...



State of Tennessee

PUBLIC CHAPTER NO. 300

HOUSE BILL NO. 448

By Representatives Davis, Fritts, Cepicky, Hardaway, Lynn, Slater

Substituted for: Senate Bill No. 651

By Senators Lows, Jackson

AN ACT to amend Tennessee Code Annotated, Title 8, Chapter 44, Part 1 relative to public meetings.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 8, Chapter 44, Part 1, is amended by adding the following as a new section:

(a) A governing body shall, for each public meeting, reserve a period for public comment to provide the public with the opportunity to comment on matters that are germane to the items on the agenda for the meeting.

(b) The governing body may put reasonable restrictions on the period for public comment, such as the length of the period, the number of speakers, and the length of time that each speaker will be allowed to provide comment. The governing body may require a person to give notice in advance of the desire to offer comments at a meeting. The governing body shall take all practicable steps to ensure that opposing viewpoints are represented fairly, if any.

(c) A notice for a public meeting shall indicate the manner in which a person may indicate the person's desire to provide public comment at the meeting.

(d) This section does not apply to:

(1) A meeting of a governing body, or a portion thereof, where the governing body is conducting a disciplinary hearing for a member of the governing body or a person whose profession or activities fall within the jurisdiction of the governing body; or

(2) A meeting for which there are no actionable items on the agenda.

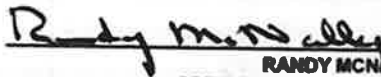
SECTION 2. This act takes effect July 1, 2023, the public welfare requiring it.

HOUSE BILL NO. 448

PASSED: April 5, 2023



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 28th day of April 2023



BILL LEE, GOVERNOR

The chairman then turned the meeting over to Commissioner Steve Reeves for the election of the chairman. Commissioner Perkins made the motion to appoint the mayor, Rhea "Skip" Taylor as the chairman. Commissioner Oglesby made the motion for nominations to cease and be elected by acclamation, the motion passed unanimously.

Commissioner Robert Sills made the motion to adopt the resolution to set the salary of the chairman. The motion was seconded by Commissioner Watkins and passed unanimously.

Commissioner Oglesby made the motion to elect Commissioner Steve Reeves, Chairman Pro-Tempore. Commissioner Leggett called for a cease and desist. The motion was seconded by Commissioner Goodroe and passed unanimously.

Commissioner Goodroe made the motion to adopt the resolution to set the salary of the Chairman Pro-Tempore. The motion was seconded by Commissioner Oglesby and passed unanimously.

Commissioner Steve Reeves made the motion to approve the election of committees as it is presented. The motion was seconded by Commissioner Oglesby and passed unanimously.

Committee Assignments 2023-24

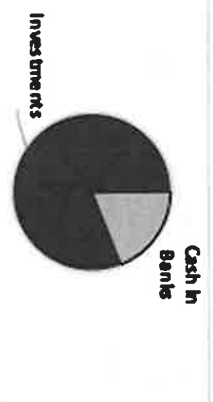
Current Chairs >>>

Development	Health	Personnel	Education	Safety	Budget
Sills	Goodroe	Watkins	Webb	Rice	Steve Reeves
Norton	Perkins	Laskoski	Rhea	Leggett	Sills - Development
Laskoski	Leggett	Crislip	Moore	Rhea	Goodroe - Health and Welfare
Salmon	Crislip	Oglesby	Wiggins	Seals	Watkins - Personnel
Moore	Canady	Seals	Salmon	Wiggins	Webb - Education
Mike Reeves	Steve Reeves		Mike Reeves	Canady	Rice - Crim Justice / Pub Safety
					Perkins
					Oglesby
					Norton

The chairman stated that the financial reports are in the packet, any questions need to be directed to the appropriate official.

August 2023

Cash on Hand	\$ 500.00
Cash in Banks	\$ 8,858,009.45
Investments	\$ 37,756,094.95
	<u>\$ 46,614,604.40</u>



	Cash Balance (Not Fund Balance)
101 - General Fund	\$ 10,976,190.30
116 - Solid Waste Fund	\$ 1,920,308.80
122 - Drug Control Fund	\$ 569,252.93
125 - APT Fund	\$ 1,233,821.22
131 - Public Works Fund	\$ 4,962,829.98
141 - General Purpose School Fund	\$ 8,359,546.60
142 - School Federal Projects Fund	\$ 730,814.46
143 - Central Cafeteria Fund	\$ 776,934.27
151 - Debt Service Fund	\$ 4,713,625.32
171 - Capital Projects Fund	\$ 11,553,261.18
172 - Community Development Fund	\$ 297,633.23
175 - HUD Grant Projects Fund	\$ 407,394.17
189 - Other Capital Projects Fund	\$ 135,792.66

	Interest Earned				
	FY22 YTD	FY23 YTD	FY24 MTD	FY24 YTD	
Jul	\$ 9,082.35	\$ 11,211.37	\$ 129,450.92	\$ 129,450.92	
Aug	\$ 17,397.86	\$ 23,149.14	\$ 134,984.29	\$ 264,435.21	
Sep	\$ 25,421.28	\$ 41,188.73			
Oct	\$ 33,753.78	\$ 71,461.38			
Nov	\$ 41,810.64	\$ 105,484.85			
Dec	\$ 50,626.85	\$ 157,955.93			
Jan	\$ 59,747.88	\$ 223,382.31			
Feb	\$ 67,832.88	\$ 283,285.75			
Mar	\$ 76,569.33	\$ 356,653.10			
Apr	\$ 85,501.13	\$ 428,785.96			
May	\$ 94,340.99	\$ 506,077.11			
Jun	\$ 103,313.30	\$ 618,447.34			

Interest Earned YTD



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Fayette County Board of Education
 Summary Financial Statement
 July 2023

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Account	Description	Budget Estimate	Year-To-Date		% of Budget	Estimate Avg/Mth	Month-To-Date		
			Actual	% of Budget			Actual	% of Avg	
141	General Purpose School								
Revenues									
40110	Current Property Tax	4,206,395.00	0.00	0.00%	350,532.92	0.00	0.00%		
40120	Trustee's Collections - Prior Year	115,000.00	0.00	0.00%	9,583.33	0.00	0.00%		
40130	Cr City/OK & Master Collections-Pr Yr	91,000.00	0.00	0.00%	7,583.33	0.00	0.00%		
40140	Interest And Penalty	24,000.00	0.00	0.00%	2,000.00	0.00	0.00%		
40150	Pct-Up Taxes	7,000.00	0.00	0.00%	583.33	0.00	0.00%		
40163	Payments In Lieu Of Taxes - Other	30,500.00	0.00	0.00%	2,541.67	0.00	0.00%		
40210	Local Option Sales Tax	6,441,137.00	0.00	0.00%	536,761.42	0.00	0.00%		
40275	Mixed Drink Tax	8,000.00	0.00	0.00%	666.67	0.00	0.00%		
40350	Intergate Telecommunications Tax	2,000.00	0.00	0.00%	166.67	0.00	0.00%		
41110	Marriage Licenses	2,750.00	0.00	0.00%	229.17	0.00	0.00%		
44120	Lease/Rentals	12,000.00	0.00	0.00%	1,000.00	0.00	0.00%		
44170	Miscellaneous Refunds	0.00	(1,065.00)	8.88%	0.00	(1,065.00)	106.50%		
46511	Basic Education Program	17,240,940.00	(1,510.57)	0.00%	1,445,078.33	(1,510.57)	0.00%		
46515	Early Childhood Education	656,702.00	0.00	0.00%	54,725.17	0.00	0.00%		
46590	Other State Education Funds	642,253.00	0.00	0.00%	53,521.08	0.00	0.00%		
46610	Career Ladder Program	52,000.00	0.00	0.00%	4,333.33	0.00	0.00%		
46981	Site Schools - ARSA	92,320.00	0.00	0.00%	7,693.33	0.00	0.00%		
49800	Tensters In	400,000.00	(1,502.53)	0.38%	33,333.33	(1,502.53)	4.51%		
	Total Revenues	30,123,997.00	(4,078.10)	0.01%	2,510,333.08	(4,078.10)	0.10%		
Expenditures									
71100	Regular Instruction Program	(12,527,791.00)	34,584.00	0.28%	(1,043,982.59)	34,584.00	3.31%		
71200	Special Education Program	(2,536,534.00)	101,956.88	4.02%	(211,377.83)	101,956.88	48.23%		
71300	Career and Technical Education	(750,208.00)	6,200.00	0.83%	(62,517.33)	6,200.00	9.97%		
72110	Attendance	(191,789.00)	11,643.03	6.07%	(15,982.42)	11,643.03	72.85%		
72120	Health Services	(447,472.00)	5,457.24	1.22%	(37,289.33)	5,457.24	14.63%		
72130	Other Student Support	(1,879,725.00)	91,461.25	4.87%	(156,643.75)	91,461.25	58.39%		
72210	Regular Instruction Program	(843,381.00)	27,361.53	3.24%	(70,281.75)	27,361.53	38.93%		
72220	Special Education Program	(339,952.00)	15,174.59	4.46%	(28,229.33)	15,174.59	53.56%		
72230	Career and Technical Education	(257,345.00)	7,336.65	2.85%	(21,445.42)	7,336.65	34.21%		
72250	Education of Technology	(506,224.00)	32,877.93	6.49%	(42,185.33)	32,877.93	77.94%		
72310	Board Of Education	(686,609.00)	242,572.41	35.33%	(57,217.42)	242,572.41	423.95%		
72320	Director Of Schools	(379,211.00)	34,112.30	9.00%	(31,600.92)	34,112.30	107.95%		
72410	Office Of The Principal	(1,900,972.00)	23,436.64	1.23%	(158,414.33)	23,436.64	14.79%		
72510	Fiscal Services	(371,402.00)	25,699.75	6.92%	(30,950.17)	25,699.75	83.04%		
72520	Human Services/Personnel	(189,368.00)	14,456.58	7.63%	(15,780.67)	14,456.58	91.61%		
72610	Operation Of Plant	(2,237,987.00)	498,192.63	22.28%	(186,498.92)	498,192.63	267.13%		
72620	Maintenance Of Plant	(690,068.00)	164,304.46	23.81%	(57,505.67)	164,304.46	285.72%		

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Fayette County Board of Education
 Summary Financial Statement
 July 2023

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Account	Description	Budget Estimate	Year-To-Date		Estimate Avg/Mth	Month-To-Date	
			Actual	% of Budget		Actual	% of Avg
141	General Purpose School						
72710	Transportation	(2,685,449.00)	167,564.61	6.24%	(223,787.42)	167,564.61	74.88%
73300	Community Services	(432,071.00)	4,730.85	1.09%	(36,005.92)	4,730.85	13.14%
73400	Early Childhood Education	(1,123,124.00)	86,199.85	7.68%	(93,593.67)	86,199.85	92.10%
82130	Education	(250,000.00)	0.00	0.00%	(20,833.33)	0.00	0.00%
82230	Education	(63,360.00)	0.00	0.00%	(5,280.00)	0.00	0.00%
	Total Expenditures	(31,280,842.00)	1,591,245.08	5.10%	(2,607,583.59)	1,591,245.08	61.18%
Total	141 General Purpose School	(31,280,845.00)	1,591,245.08	136.47%	(97,170.42)	1,591,245.08	1.637.

Account	Description	Budget Estimate	Year-To-Date		% of Budget	Estimate Avg/Mth	Month-To-Date		% of Avg
			Actual	% of Budget			Actual	% of Avg	
Revenues									
46790	Other Vocational	2,000,000.00	0.00	0.00%	166,666.67	0.00	0.00%		
47131	Vocational Program Improvement	82,306.00	0.00	0.00%	6,858.83	0.00	0.00%		
47141	Esen Title I	1,194,091.00	0.00	0.00%	99,507.58	0.00	0.00%		
47143	Education Of The Handicapped Act	1,060,802.00	0.00	0.00%	88,400.17	0.00	0.00%		
47145	Special Education Preschool Grants	53,542.00	0.00	0.00%	4,461.83	0.00	0.00%		
47146	English Language Acquisition Grants	14,318.00	0.00	0.00%	1,193.17	0.00	0.00%		
47149	Education For Homeless Children And Title II	23,421.00	0.00	0.00%	1,951.75	0.00	0.00%		
47189	COVID-19 Grant B	204,876.00	0.00	0.00%	17,073.00	0.00	0.00%		
47307	American Rescue Plan Act Grant # 1	71,250.00	(281,103.74)	394.53%	5,937.50	(281,103.74)	4,734.38%		
47401	American Rescue Plan Act Grant # 1	4,302,573.00	(281,956.63)	6.55%	358,547.75	(281,956.63)	78.64%		
47590	Other Federal Through State	382,585.00	0.00	0.00%	31,882.08	0.00	0.00%		
47901	Amercan Rescue Plan Act Grant # 6 Transfers In	0.00	(134,706.00)	0.00%	0.00	(134,706.00)	0.00%		
49800	Transfers In	0.00	(408.19)	0.00%	0.00	(408.19)	0.00%		
Total	Revenues	9,389,764.00	(698,174.56)	7.44%	782,480.33	(698,174.56)	89.23%		
Expenditures									
71100	Regular Instruction Program	(1,724,171.00)	110,609.70	6.42%	(143,680.92)	110,609.70	76.98%		
71200	Special Education Program	(1,267,894.00)	3,000.00	0.24%	(105,657.00)	3,000.00	2.84%		
71300	Career and Technical Education	(1,994,890.00)	5,704.20	0.29%	(166,240.83)	5,704.20	3.43%		
72120	Health Services	(55,220.00)	1,891.51	3.43%	(4,601.67)	1,891.51	41.10%		
72130	Other Student Support	(566,156.00)	14,160.59	2.50%	(47,179.67)	14,160.59	30.01%		
72210	Regular Instruction Program	(7,090,981.00)	66,046.27	3.16%	(174,248.42)	66,046.27	37.90%		
72220	Special Education Program	(279,009.00)	0.00	0.00%	(23,250.75)	0.00	0.00%		
72230	Career and Technical Education	(342,000.00)	1,611.85	1.96%	(6,863.92)	1,611.85	23.46%		
72410	Education Of Technology	(82,367.00)	0.00	0.00%	(28,500.00)	0.00	0.00%		
72510	Office Of The Principal	(102,603.00)	0.00	0.00%	(8,550.25)	0.00	0.00%		
72510	Fiscal Services	(150.00)	0.00	0.00%	(12.50)	0.00	0.00%		
72610	Operation Of Plant	(50,306.00)	0.00	0.00%	(4,192.17)	0.00	0.00%		
72620	Maintenance Of Plant	(1,219.00)	0.00	0.00%	(101.58)	0.00	0.00%		
72710	Transportation	(492,597.00)	407.52	0.08%	(41,049.75)	407.52	0.99%		
73100	Food Service	(43,356.00)	0.00	0.00%	(3,613.00)	0.00	0.00%		
76100	Regular Capital Outlay	(99,100.00)	0.07	0.00%	(8,258.33)	0.07	0.00%		
99100	Transfers Out	(197,755.00)	0.00	0.00%	(16,479.58)	0.00	0.00%		
Total	Expenditures	(9,389,764.00)	203,431.71	2.17%	(782,480.33)	203,431.71	26.00%		
Total	142	School Federal Projects	0.00	(494,742.85)	100.00%	0.00	(494,742.85)	0.00%	

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Fayette County Board of Education
 Summary Financial Statement
 July 2023

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143	Central Criteria	Description	Budget Estimate	Year-To-Date		% of Budget	Estimate Avg/Mth	Month-To-Date		% of Avg
				Actual				Actual		
Revenues										
43522		Lunch Payments - Adults	13,450.00	0.00		0.00%	1,120.83	0.00		0.00%
43523		Income From Breakfast	1,250.00	0.00		0.00%	104.17	0.00		0.00%
43990		Other Charges For Services	178,000.00	(982.35)		0.55%	14,833.33	(982.35)		6.62%
44110		Interest Earned	1,850.00	0.00		0.00%	154.17	0.00		0.00%
46520		School Food Service	19,000.00	0.00		0.00%	1,583.33	0.00		0.00%
47111		Section 4 - Lunch	1,600,395.00	0.00		0.00%	133,366.25	0.00		0.00%
47112		USDA - Commodities	182,446.00	0.00		0.00%	15,203.83	0.00		0.00%
47113		Breakfast	725,650.00	0.00		0.00%	60,470.83	0.00		0.00%
47114		USDA - Other	403,651.00	0.00		0.00%	33,637.58	0.00		0.00%
		Total Revenues	3,125,692.00	(982.35)		0.03%	280,474.33	(982.35)		0.38%
Expenditures										
73100		Food Service	(2,960,192.00)	177,921.41		6.01%	(246,682.67)	177,921.41		72.13%
99100		Transfers Out	(165,500.00)	0.00		0.00%	(13,791.67)	0.00		0.00%
		Total Expenditures	(3,125,692.00)	177,921.41		5.69%	(260,474.33)	177,921.41		68.31%
Total	143	Central Criteria	0.00	176,939.06		100.00%	0.00	176,939.06		0.00%

Account	Description	Budget Estimate	Year-To-Date		Estimate Avg/Mth	Month-To-Date	
			Actual	% of Budget		Actual	% of Avg
341	General Purpose School						
Revenues							
40110	Current Property Tax	4,206,395.00	0.00	0.00%	350,532.92	0.00	0.00%
40120	Trustee's Collections - Prior Year	115,000.00	(8,819.12)	7.67%	9,583.33	(8,819.12)	92.07%
40130	Cr Crk/Crk & Master Collections-Pt Yr	91,000.00	(4,059.80)	4.46%	7,583.33	(4,059.80)	53.54%
40140	Interest And Penalty	24,000.00	(774.46)	3.23%	2,000.00	(774.46)	38.72%
40150	Pick-Up Taxes	7,000.00	(365.13)	5.22%	583.33	(365.13)	62.59%
40163	Payments In Lieu Of Taxes - Other	30,500.00	0.00	0.00%	2,541.67	0.00	0.00%
40210	Local Option Sales Tax	6,441,137.00	(641,421.72)	9.96%	536,761.42	(641,421.72)	119.50%
40275	Mixed Drink Tax	8,000.00	(2,443.29)	30.54%	666.67	(2,443.29)	366.49%
40350	Interstate Telecommunications Tax	2,000.00	0.00	0.00%	166.67	0.00	0.00%
41110	Marriage Licenses	2,750.00	(260.00)	9.45%	229.17	(260.00)	113.45%
43990	Other Charges For Services	0.00	(18.05)	0.00%	0.00	(18.05)	0.00%
44120	Lease/Rentals	12,000.00	(2,130.00)	17.75%	1,000.00	(1,065.00)	106.50%
44170	Miscellaneous Refunds	0.00	(4,812.52)	0.00%	0.00	(3,301.95)	0.00%
44990.	Other Local Revenues	0.00	(244.00)	0.00%	0.00	(244.00)	0.00%
46510	This Account Is No Longer In Use	0.00	(1,745,626.87)	0.00%	0.00	(1,745,626.87)	0.00%
46511	Basic Education Program	17,340,940.00	0.00	0.00%	1,445,078.33	0.00	0.00%
46515	Early Childhood Education	656,702.00	(12,334.36)	1.88%	54,725.17	(12,334.36)	22.54%
46590	Other State Education Funds	642,253.00	(411,752.34)	64.11%	53,521.08	(411,752.34)	769.33%
46610	Career Ladder Program	52,000.00	0.00	0.00%	4,333.33	0.00	0.00%
46981	State Schools - ARRA	97,320.00	0.00	0.00%	7,693.33	0.00	0.00%
49800	Transfers In	400,000.00	(593,952.76)	148.49%	33,333.33	(592,450.23)	1,777.35%
	Total Revenues	30,123,997.00	(3,429,014.42)	11.39%	2,510,333.08	(3,424,936.32)	136.43%
Expenditures							
71100	Regular Instruction Program	(12,527,791.00)	1,543,116.71	12.32%	(1,043,982.58)	1,508,532.71	144.50%
71200	Special Education Program	(2,536,534.00)	361,905.16	14.27%	(211,377.83)	259,948.28	122.96%
71300	Career and Technical Education	(750,208.00)	56,586.13	7.54%	(62,517.33)	50,386.13	80.60%
72110	Attendance	(191,789.00)	24,044.79	12.54%	(15,982.42)	12,401.76	77.60%
72120	Health Services	(447,472.00)	48,689.68	10.88%	(37,289.33)	43,232.44	115.94%
72130	Other Student Support	(1,879,725.00)	214,879.78	11.45%	(156,643.75)	123,418.53	78.79%
72210	Regular Instruction Program	(843,381.00)	102,397.82	12.14%	(70,281.75)	75,036.29	106.76%
72220	Special Education Program	(339,952.00)	39,254.78	11.55%	(28,329.33)	24,080.19	85.00%
72230	Career and Technical Education	(257,345.00)	27,320.48	10.62%	(21,445.42)	19,983.83	93.18%
72310	Education of Technology	(506,224.00)	136,760.67	27.02%	(42,165.33)	103,882.74	246.25%
72310	Board Of Education	(686,609.00)	254,806.62	37.11%	(57,217.42)	12,234.21	21.38%
72320	Director Of Schools	(379,211.00)	69,091.68	18.22%	(31,600.92)	34,979.38	110.69%
72410	Office Of The Principal	(1,900,972.00)	178,994.96	9.42%	(158,414.33)	155,557.95	98.20%
72510	Fiscal Services	(371,402.00)	90,892.96	24.47%	(30,950.17)	65,193.21	210.64%

Account	General Purpose School	Description	Budget Estimate	Year-To-Date		Estimate Avg/Mth	Month-To-Date	
				Actual	% of Budget		Actual	% of Avg
72530		Human Services/Personnel	(189,368.00)	31,138.18	16.49%	(15,780.67)	16,681.60	105.71%
72610		Operation Of Plant	(2,237,987.00)	676,538.88	30.23%	(186,488.92)	178,346.25	95.63%
72620		Maintenance Of Plant	(690,068.00)	225,613.82	32.69%	(57,505.67)	61,309.35	106.61%
72710		Transportation	(2,685,449.00)	383,690.95	14.29%	(223,787.42)	216,126.35	96.58%
73300		Community Services	(432,071.00)	8,866.73	2.05%	(36,005.92)	4,135.88	11.49%
73400		Early Childhood Education	(1,123,124.00)	122,492.83	10.91%	(33,593.67)	36,292.98	38.78%
76100		Regular Capital Outlay	0.00	69,980.38	0.00%	0.00	69,980.38	0.00%
82130		Education	(250,000.00)	0.00	0.00%	(20,833.33)	0.00	0.00%
82230		Education	(63,360.00)	31,680.00	50.00%	(5,280.00)	31,680.00	600.00%
99100		Transfers Out	0.00	0.00	0.00%	0.00	0.00	0.00%
		Total Expenditures	(31,289,042.00)	4,698,743.63	15.02%	(2,607,503.50)	3,103,420.45	119.02%
Total	141	General Purpose School	(1,166,045.00)	1,269,729.21	108.89%	(97,178.42)	(321,515.87)	-330.88%

142	School Federal Projects	Account	Description	Budget Estimate	Year-To-Date		Estimate Avg/Mth	Month-To-Date	
					Actual	% of Budget		Actual	% of Avg
Revenues									
46790			Other Vocational	2,000,000.00	0.00	0.00%	166,666.67	0.00	0.00%
47131			Vocational Program Improvement	82,306.00	0.00	0.00%	6,858.83	0.00	0.00%
47141			Esea Title I	1,194,091.00	(205,483.74)	17.21%	99,507.58	(205,483.74)	206.50%
47143			Education Of The Handicapped Act	1,060,802.00	(82,514.37)	7.78%	88,400.17	(82,514.37)	93.34%
47145			Special Education Preschool Grants	53,542.00	0.00	0.00%	4,461.83	0.00	0.00%
47146			English Language Acquisition Grants	14,318.00	0.00	0.00%	1,193.17	0.00	0.00%
47149			Education For Homeless Children And Title II	23,421.00	0.00	0.00%	1,951.75	0.00	0.00%
47189			COVID-19 Grant B	204,876.00	(24,750.80)	12.08%	17,073.00	(24,750.80)	144.97%
47401			American Rescue Plan Act Grant #1	71,250.00	0.00	0.00%	5,937.50	281,103.74	-4.734.38%
47402			American Rescue Plan Act Grant #2	4,302,573.00	(1,587.73)	0.04%	358,547.75	280,368.90	-78.20%
47403			American Rescue Plan Act Grant #3	0.00	0.00	0.00%	0.00	0.00	0.00%
47590			Other Federal Through State	0.00	0.00	0.00%	0.00	0.00	0.00%
47901			American Rescue Plan Act Grant #6	382,585.00	(8,488.47)	2.22%	31,882.08	(8,488.47)	26.62%
48900			Transfers In	0.00	0.00	0.00%	0.00	134,706.00	0.00%
			Total Revenues	9,389,764.00	(323,233.30)	3.44%	782,480.33	374,941.26	-47.92%
Expenditures									
71100			Regular Instruction Program	(1,724,171.00)	188,324.23	10.92%	(143,680.92)	77,714.53	54.09%
71200			Special Education Program	(1,267,884.00)	71,166.59	5.61%	(105,657.00)	68,166.59	64.52%
71300			Career and Technical Education	(1,994,890.00)	40,739.86	2.04%	(166,240.83)	35,035.66	21.08%
71210			Health Services	(55,220.00)	1,891.51	3.43%	(4,601.67)	0.00	0.00%
72130			Other Student Support	(566,156.00)	46,662.48	8.24%	(47,179.67)	32,501.89	68.89%
72210			Regular Instruction Program	(2,090,981.00)	221,587.75	10.60%	(174,246.42)	155,541.48	89.26%
72220			Special Education Program	(279,009.00)	20,464.70	7.33%	(23,250.75)	20,464.70	88.02%
72250			Career and Technical Education	(82,367.00)	1,611.85	1.96%	(6,863.92)	0.00	0.00%
72410			Education Of Technology	(342,000.00)	134,706.00	39.39%	(28,500.00)	134,706.00	472.65%
72510			Office Of The Principal	(102,603.00)	0.00	0.00%	(8,550.25)	0.00	0.00%
71610			Fiscal Services	(150.00)	0.00	0.00%	(12.50)	0.00	0.00%
71620			Operation Of Plant	(50,306.00)	0.00	0.00%	(4,192.17)	0.00	0.00%
72710			Maintenance Of Plant	(1,219.00)	0.00	0.00%	(101.58)	0.00	0.00%
73100			Transportation	(492,597.00)	13,134.33	2.67%	(41,049.75)	12,726.81	31.00%
76100			Food Service	(43,356.00)	0.00	0.00%	(3,613.00)	0.00	0.00%
99100			Regular Capital Outlay	(99,100.00)	18,343.66	18.51%	(8,258.33)	18,343.59	222.12%
99100			Transfers Out	(197,755.00)	0.00	0.00%	(16,479.59)	0.00	0.00%
			Total Expenditures	(9,389,764.00)	759,632.96	8.08%	(782,480.33)	555,201.25	70.95%
Total	142	School Federal Projects		0.00	435,399.66	100.00%	0.00	930,142.51	0.00%

Account	Description	Budget Estimate	Year-To-Date		Estimate Avg/Mth	Month-To-Date		% of Avg
			Actual	% of Budget		Actual	% of Avg	
Revenues								
43522	Lunch Payments - Adults	13,450.00	0.00	0.00%	1,120.83	0.00	0.00%	
43523	Income From Breakfast	1,250.00	0.00	0.00%	104.17	0.00	0.00%	
43990	Other Charges For Services	178,000.00	(982.35)	0.55%	14,833.33	0.00	0.00%	
44110	Interest Earned	1,850.00	(1,850.00)	100.00%	154.17	(1,850.00)	1,200.00%	
46520	School Food Service	19,000.00	0.00	0.00%	1,583.33	0.00	0.00%	
47111	Section 4 - Lunch	1,600,395.00	(17,547.90)	1.10%	133,366.25	(17,547.90)	13.16%	
47112	USDA - Commodities	182,446.00	0.00	0.00%	15,203.83	0.00	0.00%	
47113	Breakfast	775,650.00	(8,007.09)	1.10%	60,470.83	(8,007.09)	13.24%	
47114	USDA - Other	403,651.00	0.00	0.00%	33,617.58	0.00	0.00%	
	Total Revenues	3,123,692.00	(28,387.34)	0.91%	280,474.33	(27,404.99)	10.52%	
Expenditures								
73100	Food Service	(2,960,192.00)	423,022.25	14.29%	(246,682.67)	245,100.84	99.39%	
99100	Transfers Out	(165,500.00)	0.00	0.00%	(13,791.67)	0.00	0.00%	
	Total Expenditures	(3,125,692.00)	423,022.25	13.53%	(260,474.33)	245,100.84	94.18%	
Total	143 Central Criteria	0.00	394,634.91	100.00%	0.00	217,693.85	0.00%	

The chairman reported for the mayor's office. He stated that the growth plan is still underway, and the next meeting will be October 4, 2023. There are some areas around the county to where the property is overlapping, and he touched base on the annexation process. He stated that the courthouse renovations are moving forward, the upstairs courtroom ceiling has been removed and you can see the original ceiling and in the next couple of weeks they will be moving forward with the installation of the elevator. Rusty Bliss then addressed the board about the upcoming airshow that will be taking place at the Fayette County Airport, September 30, and October 1, 2023.

There were no new reports for the sheriff's department, juvenile court, or planning and development.

Dr. Hamlett addressed the board for the Board of Education. She stated that the cooling towers for Jefferson and Southwest have been completed. The restrooms for Oakland Elementary and Fayette Ware High School started being renovated in the summer and are continuing through. The school board is going to look at a football stadium project on Wednesday with a special call meeting, they would like to use the fund balance to do upgrades. Also, the project for the softball field started before Dr. Hamlett came into office, and she would like to see that completed. Food service inspections have been completed with LaGrange-Moscow scored a 99, Buckley Carpenter scored a 99, Fayette Ware scored a 99, Oakland Elementary scored a 99, West Jr. High scored a 99, East Jr. High scored a 98, and Southwest scored a 97. She stated that the school board is supporting the airshow this weekend by providing transportation. There is a reading and math initiative in the academics to where sixteen hundred (1,600) iPads have been distributed to the kindergarten through fifth grade students to focus on reading and math. She stated that they have a consultant to help move forward with the academic plan. The last thing that she wanted to update on was that they have a technology grant throughout the district that is being used to upgrade the camera systems and install door access panels. Fayette Ware High School is about 99% complete and work has started at Oakland Elementary.

Mr. Hank reported for the Board of Public Works. He stated that they have received \$3.3 million from the state to be applied to state aid roads. All this work must be bid out, they are looking into longer roads, they have no restrictions on the funds, but are being encouraged to use the funds quickly due to money coming behind these funds. He stated that they are looking to send the bids out in December and January.

Charles McNab reported for the Trustee's office. He stated that they have raised just under \$35,000.00 in interest, they have not received the tax roll back from the state, so the bills have not gone out yet. They will probably go out either the first or second week of October, they are able to accept payments now.

Commissioner Norton reported for the Development Committee which met on September 11, 2023. The committee discussed the rezoning of rural residency, building permit

fee resolution, airport air show, airport budget, planning budget amendment, and the MCP land proposal.

DEVELOPMENT COMMITTEE

Minutes

September 11, 2023

Present

Moore Laskoski Reeves, M Norton Crislip

- 1) Rezoning – Special Activity to R1 (Rural Residential)
 - Request by owner to rezone a parcel of property from Special Activity to Rural Residential (R1) on Harrell Drive; under the current zoning the owner cannot build a personal residence.
 - The Planning Commission recommended approval
 - After discussion, the committee voted to recommend approval on a motion by Reeves (M), seconded by Moore
- 2) Building Permit Fee Resolution
 - Current policy does not allow refund of building permit fee after staff has started work on the permit
 - Proposed fee would contain a standard non-refundable fee plus a follow-up fee that would be assessed depending on size. This would be refundable under certain circumstances.
 - After discussion, the committee voted to recommend approval on a motion by Reeves (M), seconded by Moore.
- 3) Airport Air Show update
 - Rusty Bliss, Fayette County Airport Manager, update the committee on the air show:
 1. Reviewed parking and uses of buses to move people
 2. Reviewed emergency procedures
 3. Verbally received approval for ground maintenance grant
 4. Chanel 3 TV will do a news spot on the air show
- 4) Airport – Budget Amendment
 - Moving donated funds so they can be expended for the air show
 - After discussion, the committee voted to recommend approval on a motion by Laskoski, seconded by Reeves (M)
- 5) Planning - Budget Amendment
 - Mayor Taylor reviewed with the committee that he was reorganizing some of the staff at the Planning office to better utilize current staff and give more authority to an administrator. Since John Pitner left, many tasks have fallen on our contracted planner and it will be cheaper and more streamlined to allocate those tasks to current staff. No change to fund balance.
 - After discussion, the committee voted to recommend approval on a motion by Laskoski, seconded by Moore.
- 6) MCP Land Proposal

- MCP, in Somerville, rents a portion of the Allison-leased building that the county owns
- They are proposing pre-paying the remaining rent (ends in October 2027), taking the facility as is with no additional repairs and assuming any environmental liability, donating 6 acres for a fire department training facility, north of Somerville, and placing the facility on the tax rolls.
- Between the additional cost to ready the facility to sell and the unknowns of 70 years of manufacturing use, Mayor Taylor recommends accepting the proposal.
- The committee after discussion, recommended accepting the proposal and asking County Attorney Rosser to help craft an agreement, on a motion by Reeves (M), seconded by Laskoski.

Meeting adjourned.

Commissioner Norton addressed Mr. Atkinson to present the building permit refund policy.

FAYETTE COUNTY, TENNESSEE
Regional Planning Commission



Staff Report

TO: Regional Planning Commission Members
FROM: Jim Atkinson, AICP
MEETING DATE: August 7, 2023
SUBJECT: Action on a Recommendation to the County Commission regarding the Building Permit Refund Policy

STAFF RECOMMENDATION

Recommend approval of the amended refund policy to the County Commission

BACKGROUND

The Planning Commission recently reviewed an amendment to the County's building refund policy. No action was requested and none was taken by the Planning Commission.

The policy amendment is now ready to be forwarded to the County Commission, and staff is now requesting that the Planning Commission review the policy and make a recommendation.

The draft policy is attached.

RESOLUTION TO AMEND THE PROCEDURE TO REFUND BUILDING PERMIT FEE

WHEREAS, in 1988, the County Commission adopted a Planning Commission resolution to not issue any building permit refunds; and

WHEREAS, in 2022, the County Commission amended the policy to allow refunds under certain circumstances; and

WHEREAS, *Tennessee Code Annotated*, §§ 13-7-105, authorizes the county legislative body to amend any regulation concerning zoning, but only becomes effective with the concurrence of the planning commission or must be approved by the county legislative body if disapproved by the planning commission; and

WHEREAS, to promote fairness in circumstances where an applicant in good faith wishes to construct a building, consideration should be made for a request to withdraw the permit and receive a refund.

NOW, THEREFORE, BE IT RESOLVED by the county legislative body of Fayette County that refunds shall be issued for building permits when:

1. A request is made within 30 days of the date of application, AND
2. Construction has not commenced on the site, AND
3. A \$200 administration fee shall be retained from the refund to cover permit processing and issuance costs.
4. This refund policy shall not apply to Mobile Home permits.

BE IT ALSO RESOLVED that this resolution shall not take effect until the Fayette County Planning Commission has concurred, or following non-concurrence, that the Fayette County Commission has approved the resolution after receiving the non-concurrence resolution.

Commissioner Laskoski made the motion to approve the resolution. The motion was seconded by Commissioner Wiggins and passed unanimously.

The chairman addressed the board about the MCP Land Proposal. Commissioner Norton made the motion to approve a resolution being put together. The motion was seconded by Commissioner Leggett and passed unanimously.

Commissioner Goodroe reported for the Health and Welfare Committee which met on September 11, 2023. The committee discussed the ambulance report, ambulance surplus sale of stretchers, drug free Fayette director position, solid waste tire disposal contract, and the solid waste budget amendment.

HEALTH AND WELFARE COMMITTEE

Minutes

September 11, 2023

Present

Leggett Goodroe Crislip Canady Perkins

- 1) Ambulance Report
 - Glenn Miller, Fayette County Ambulance Director, reported to the committee that there were 404 calls for August, compared with 409 in July.
 - There were 14 times no ambulances were available, but there was 1 time a call was waiting on an ambulance.
 - It is early in the year, but spending was within budget.
 - Average response time for August was 9 minutes, 53 seconds.
 - The new ambulance (which was a demonstration model) is in the area, but has not been delivered.
- 2) Ambulance – surplus stretchers
 - Mr. Miller requested that he be allowed to sell or dispose of 7 unusable stretchers and 5 old but serviceable ones. These are the old types that are not used much anymore.
 - After discussion, the committee recommended acceptance on a motion by Perkins, seconded by Leggett.
- 3) Drug Free Fayette Director Position
 - Mayor Taylor presented to the committee a spending proposal to hire a director for Drug Free Fayette and supporting expenses. The Drug Free Fayette Advisory Committee will be the ones making the recommendation for hiring.
 - After discussion, the committee recommended acceptance on a motion by Perkins, seconded by Leggett.
- 4) Solid Waste – Tire Disposal Contract
 - Mayor Taylor presented a contract with Liberty Tire for disposal of old tires. This is an extension of the current contract.
 - After discussion, the committee voted to recommend approval on a motion by Perkins, seconded by Leggett.
- 5) Solid Waste – Budget Amendment
 - Mayor Taylor presented a budget amendment to move funds to start the process of design for the next area for construction debris at the land fill. The current area is almost full and will take about 18 months to complete the design and permitting process.
 - After discussion, the committee voted to recommend approval on a motion by Canady and seconded by Perkins.

Meeting adjourned.

Commissioner Goodroe made the motion to approve the sale of the seven (7) unusable stretchers and five (5) old but serviceable stretchers for the ambulance. The motion was seconded by Commissioner Leggett and passed unanimously. The chairman touched base on the animal shelter and the hospital.

The Personnel Committee did not meet.

Commissioner Moore reported for the Education Committee which met on September 12, 2023. The committee discussed the election by position for the school board.

EDUCATION COMMITTEE
Minutes
September 12, 2023

Present
Wiggins

Moore

Reeves, M

Salmon

- 1) Fayette County School Board – Election by Position discussion
 - Mayor Taylor reported to the committee that he had researched how to go from electing school board members receiving the highest number of votes in districts with more than one position open to electing the members by position only.
 - State general law does not give the authority to create individual seats for School Board, unlike the County Commission. The State has approved several private acts that have had the effect of creating individual seats. Examples given were for Chester and Hardeman County.
 - Mayor Taylor gave two examples that could be considered:
 - i) Structure a resolution so that the current positions are identified so that each position is given a designation and allows candidates to run for that position
 - ii) Use the current three districts, each with three seats, increase each seat to a term of six years, and allow each district to have an one seat come up for election every two years; allows a third of the board to be on the ballot every election
 - Mayor Taylor also reminded the committee that whatever method is chosen, it must be flexible enough to satisfy requirements when redistricting occurs every 10 years.
 - The board invited comments from school board members in attendance.
 - After discussion, the committee adjourned.

Meeting Adjourned.

Commissioner Leggett made the motion for the chairman to draft a resolution that they retain the first recommendation that was presented of four (4) year terms just to identify those by a position, they would be in the same district with three (3) board members in each district, let them be seat 1, 2, and 3. Commissioner Laskoski seconded the motion. A roll call vote was asked. With Commissioners Terrye Canady, David Crislip, Tim Goodroe, Steve Laskoski, Terry Leggett, Win Moore, Jim Norton, Tommy Perkins, Mike Reeves, Steve Reeves, Robert Sills, and Adrian Wiggins voting yes. Commissioners Claude Oglesby, Elizabeth Rice, Ray Seals, and Larry Watkins voting no. The motion passed with twelve (12) commissioners voting yes and four (4) voting no.

*ROLL CALL
FAYETTE COUNTY BOARD OF COMMISSIONERS*

	<i>YES</i>	<i>NO</i>	<i>ABSTAIN</i>
<i>Canady, Terrye</i>			
<i>Crislip, David</i>			
<i>Goodroe, Tim</i>			
<i>Laskoski, Steve</i>			
<i>Leggett, Terry</i>			
<i>Moore, Win</i>			
<i>Norton, Jim</i>			
<i>Oglesby, Claude</i>			
<i>Perkins, Tommy</i>			
<i>Reeves, Mike</i>			
<i>Reeves, Steve</i>			
<i>Rhea, Matt</i>			_____
<i>Rice, Elizabeth</i>			
<i>Salmon, Betty</i>			_____
<i>Seals, Ray</i>			
<i>Sills, Robert</i>			
<i>Watkins, Larry</i>			
<i>Webb, David</i>			_____
<i>Wiggins, Adrian</i>			
<i>Total</i>	<i>12</i>	<i>4</i>	

Commissioner Rice reported for the Criminal Justice and Public Safety Committee which met on September 12, 2023. The committee discussed the sheriff's report, fire department contracts with the cities, fire department budget amendment, speed limit resolution for Neal Road, and the speed limit for Hickory Woods Lane and Hickory Lake Road.

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE

Minutes

September 12, 2023

Present

Rice Leggett Wiggins Canady Seals

- 1) Sheriff's Report
 - The committee reviewed the previous month's activity with the Sheriff.
- 2) Fire Department Contracts with Cities
 - Mayor Taylor presented contracts for Gallaway, Rossville, and Piperton to cover fire response and emergency medical response. The contracts mirror the one that Oakland received, which provides for mutual aid for fire service for no cost and \$150 per response trip for emergency medical.
 - After discussion, the committee recommended approval of a motion by Leggett, seconded by Canady.
- 3) Fire Department – Budget Amendment
 - The committee was presented with a budget amendment request to place the proceeds from the sale of surplus fire equipment back into the fire department's budget.
 - After discussion, the committee recommended approval of a motion by Wiggins, seconded by Leggett.
- 4) Speed Limit – Neal Road
 - A speed limit request by residents and sponsored by Commission Seals has asked that the current speed limit of 30mph be lowered to 20mph on Neal Road for the full length. Sheriff Riles and Wayne Dowdy, Fayette County Public Works Superintendent, have agreed with the speed limit.
 - After discussion, the committee voted to recommend the change on a motion by Leggett, seconded by Wiggins.
- 5) Speed Limit – Hickory Woods Lane and Hickory Lake Road
 - A speed limit request by the residents of Hickory Withe Woods subdivision and sponsored by Commission Sills have asked that a speed limit of 30mph be established on Hickory Woods Lane and Hickory Lake Road. Sheriff Riles and Wayne Dowdy, Fayette County Public Works Superintendent, have agreed with the speed limit.
 - After discussion, the committee voted to recommend the change on a motion by Leggett, seconded by Canady.

Meeting Adjourned.

Commissioner Steve Reeves reported for the Budget Committee which met on September 12, 2023. The committee discussed the planning budget amendment, airport budget amendment, airport air show update, drug free Fayette director position, solid waste tire disposal contract, solid waste budget amendment, election commission budget amendment, fire department contract with the cities, and fire department budget amendment.

BUDGET COMMITTEE

Minutes

September 12, 2023

Present

Perkins Rice Reeves, S Watkins Goodroe Norton Oglesby

1) Planning - Budget Amendment

- Mayor Taylor reviewed with the committee that he was reorganizing some of the staff at the Planning office to better utilize current staff and give more authority to an administrator. Since John Pitner left, many tasks have fallen on our contracted planner, and it will be cheaper and more streamlined to allocate those tasks to current staff. No change to fund balance.
- After discussion, the committee voted to recommend approval on a motion by Oglesby, seconded by Goodroe.

2) Airport – Budget Amendment

- Moving donated funds so they can be expended for the air show.
- After discussion, the committee voted to recommend approval on a motion by Norton, seconded by Rice.

3) Airport Air Show update

- Rusty Bliss, Fayette County Airport Manager, update the committee on the air show:
 - i) Reviewed parking and uses of buses to move people.
 - ii) Reviewed emergency procedures
 - iii) Verbally received approval for ground maintenance grant
 - iv) Chanel 3 TV will do a news spot on the air show.

4) Drug Free Fayette Director Position

- Mayor Taylor presented to the committee a spending proposal to hire a director for Drug Free Fayette and supporting expenses. The Drug Free Fayette Advisory Committee will be the ones making the recommendation for hiring.
- After discussion, the committee recommended acceptance on a motion by Goodroe, seconded by Norton.

5) Solid Waste – Tire Disposal Contract

- Mayor Taylor presented a contract with Liberty Tire for disposal of old tires. This is an extension of the current contract.
- After discussion, the committee voted to recommend approval on a motion by Goodroe, seconded by Perkins.

6) Solid Waste – Budget Amendment

- Mayor Taylor presented a budget amendment to move funds to start the process of design for the next area for construction debris at the land fill. The current area is almost full and will take about 18 months to complete the design and permitting process.
- After discussion, the committee voted to recommend approval on a motion by Goodroe and seconded by Perkins.

7) Election Commission – Budget Amendment

- The Election Commission has a grant to purchase software before the end of the year and has requested a budget amendment for it.
 - After discussion, the committee voted to recommend approval on a motion by Oglesby, seconded by Perkins.
- 8) Fire Department Contracts with Cities
- Mayor Taylor presented contracts for Gallaway, Rossville, and Piperton to cover fire response and emergency medical response. The contracts mirror the one that Oakland received, which provides for mutual aid for fire service for no cost and \$150 per response trip for emergency medical.
 - After discussion, the committee recommended approval of a motion by Rice, seconded by Goodroe.
- 9) Fire Department – Budget Amendment
- The committee was presented with a budget amendment request to place the proceeds from the sale of surplus fire equipment back into the fire department’s budget.
 - After discussion, the committee recommended approval of a motion by Rice, seconded by Goodroe.

Meeting Adjourned

Commissioner Steve Reeves made the motion to approve budget amendment for the planning commission with no change to the fund balance. The motion was seconded by Commissioner Perkins and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 26th day of September, 2023, 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 23/24
Sep-23**

<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
51710	Development		
103	Assistant		\$ 8,091.00
332	Legal Notices	\$ 1,000.00	
351	Rentals	\$ 1,000.00	
451	Uniforms	\$ 1,091.00	
	Subtotal-51710	\$ 3,091.00	\$ 8,091.00
51730	Building		
103	Assistant	\$ 500.00	
105	Supervisor/Director	\$ 4,000.00	
349	Printing, Stationary, & Forms	\$ 500.00	
	Subtotal-51730	\$ 5,000.00	\$ -
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 8,091.00	\$ 8,091.00
Prior Estimated Expenditures			\$ 26,298,359.00
Total Estimated Expenditures this Amendment			\$ 26,298,359.00
Projected Fund Balance before Amendment			\$ 6,971,716.00
Change in Fund Balance this Amendment			\$ -
Estimated Ending Fund Balance as of June 30, 2024			\$ 6,971,716.00

Commissioner Steve Reeves made the motion to approve budget amendment for the airport air show. The motion was seconded by Commissioner Oglesby and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 26th day of September, 2023, 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 23/24 Sep-23

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
34535 Restricted for Social, Cultural, & Rec.	\$ 28,460.80	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	\$ 28,460.80	\$ -
<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
48610 Donations	\$ 23,750.00	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:	\$ 23,750.00	\$ -
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
58220 Airport		
312 Contracts w/ Private Agencies		\$ 52,210.80
Subtotal-58220	\$ -	\$ 52,210.80
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ -	\$ 52,210.80
Prior Estimated Expenditures		\$ 26,298,359.00
Total Estimated Expenditures this Amendment		\$ 26,350,569.80
Projected Fund Balance before Amendment		\$ 6,971,716.00
Change in Fund Balance this Amendment		\$ (0.00)
Estimated Ending Fund Balance as of June 30, 2024		\$ 6,971,716.00

Commissioner Steve Reeves made the motion to approve the Drug Free Fayette Director position. The motion was seconded by Commissioner Norton and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 26th day of September, 2023, 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 23/24 Sep-23

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
34520 Restricted for Admin of Justice	\$ 86,073.00	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	\$ 86,073.00	\$ -
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
55170 Alcohol And Drug Programs		
105 Director		\$ 65,000.00
201 Social Security		\$ 4,030.00
204 State Retirement		\$ 2,600.00
205 Employee And Dependent Insurance		\$ 7,500.00
212 Employer Medicare		\$ 943.00
355 Travel		\$ 2,500.00
435 Office Supplies		\$ 3,500.00
Subtotal-55170	\$ -	\$ 86,073.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ -	\$ 86,073.00
Prior Estimated Expenditures		\$ 26,298,359.00
Total Estimated Expenditures this Amendment		\$ 26,384,432.00
Projected Fund Balance before Amendment		\$ 6,971,716.00
Change in Fund Balance this Amendment		\$ -
Estimated Ending Fund Balance as of June 30, 2024		\$ 6,971,716.00

Commissioner Steve Reeves made the motion to approve the solid waste landfill expansion. The motion was seconded by Commissioner Mike Reeves and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 26th day of September, 2023, 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 Solid Waste Fund #116 Budget be amended in the following words and figures, to wit:

**SOLID WASTE FUND
BUDGET AMENDMENT
F/Y 23/24
Sep-23**

<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
55754	Landfill Operation And Maintenance		
724	Site Development		\$ 48,900.00
	Subtotal-55754	\$ -	\$ 48,900.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		<u>\$ -</u>	<u>\$ 48,900.00</u>
Prior Estimated Expenditures			\$ 1,778,844.00
Total Estimated Expenditures this Amendment			\$ 1,827,744.00
Projected Fund Balance before Amendment			\$ 1,007,759.00
Change in Fund Balance this Amendment			\$ (48,900.00)
Estimated Ending Fund Balance as of June 30, 2024			\$ 958,859.00

Commissioner Steve Reeves made the motion to approve the budget amendment for the election commission with no change to the fund balance. The motion was seconded by Commissioner Oglesby and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 26th day of September, 2023, 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 FY 23/24 Sep-23

<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
46980 Other State Grants	\$ 27,402.59	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:	\$ 27,402.59	\$ -
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
51500 Election Commission		
709 Data Processing Equipment	\$ -	\$ 27,402.59
Subtotal-51500	\$ -	\$ 27,402.59
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ -	\$ 27,402.59
Prior Estimated Expenditures		\$ 26,298,359.00
Total Estimated Expenditures this Amendment		\$ 26,325,761.59
Projected Fund Balance before Amendment		\$ 6,971,716.00
Change in Fund Balance this Amendment		\$ -
Estimated Ending Fund Balance as of June 30, 2024		\$ 6,971,716.00

Commissioner Steve Reeves made the motion to approve the county/city medical and fire contracts. The motion was seconded by Commissioner Wiggins and passed unanimously.

AGREEMENT FOR MEDICAL AND FIRE SERVICES

Response Terms agreed upon between the City of Gallaway and Fayette County. This agreement shall start on (Date to be determined by both parties) and will continue until one party exercises an option to terminate the agreement. The requesting party shall give the other party six (6) months' notice of termination. Any fees due to either party shall be paid if incurred during the term of this agreement.

FIRE

All Fire related calls to include, but not limited to, Structure Fires, Grass Fires, Fire Alarms, Gas Leaks, Rescues, Vehicle Fires, and Service Calls are part of Automatic Aid.

This agreement allows both departments to adhere to NFPA 1710/1720 and ISO requirements.

This agreement between these two entities states that both Gallaway Fire and Fayette County Fire will automatically aid each other in any fire/emergency (non-Medical) response needs without any monetary obligations.

During any Fire related call, the requesting entity will strive to release the responding entity from the scene as soon as possible, in order to return them to their station to assure proper coverage.

If at any time, the city/town dept. is on a Structure Fire, in the county district or within their town/city limits, the Fayette County Fire dept, if needed, will move up the closet station to cover the town limits until the city/town fire department can return to service.

MEDICAL

Fayette County to pay \$150.00 per medical response to the responding entity outside their city/town limits. This is to include Motor Vehicle Crashes (MVCs). This figure will cover all manpower, fuel, maintenance, and other costs associated with a medical response.

Medical Response, Medical Alarms, and Lift Assists will be paid, in response to medical treatment, when a hands-on patient contact report is made.

Records

A detailed run data sheet will be provided quarterly from the responding entity to Fayette County Fire Chief Richard Hartfield for verification of data and to authorize payment for services. Payments will be made quarterly.

Rhea Taylor, County Mayor

Jamie Mayo, Gallaway Mayor

Richard Hartfield, Fayette County Fire

Chief Michael Till, Gallaway Fire Chief

AGREEMENT FOR MEDICAL AND FIRE SERVICES

Response Terms agreed upon between the City of Piperton and Fayette County. This agreement shall start on (Date to be determined by both parties) and will continue until one party exercises an option to terminate the agreement. The requesting party shall give the other party six (6) months' notice of termination. Any fees due to either party shall be paid if incurred during the term of this agreement.

FIRE

All Fire related calls to include, but not limited to, Structure Fires, Grass Fires, Fire Alarms, Gas Leaks, Rescues, Vehicle Fires, and Service Calls are part of Automatic Aid.

This agreement allows both departments to adhere to NFPA 1710/1720 and ISO requirements.

This agreement between these two entities states that both Piperton Fire and Fayette County Fire will automatically aid each other in any fire/emergency (non-Medical) response needs without any monetary obligations.

During any Fire related call, the requesting entity will strive to release the responding entity from the scene as soon as possible, to return them to their station to assure proper coverage.

If at any time, the city/town dept. is on a Structure Fire, in the county district or within their town/city limits, the Fayette County Fire dept, if needed, will move up the closest station to cover the town limits until the city/town fire department can return to service.

MEDICAL

Fayette County to pay \$150.00 per medical response to the responding entity outside their city/town limits. This is to include Motor Vehicle Crashes (MVCs), except those on Interstate 269. This figure will cover all manpower, fuel, maintenance, and other costs associated with a medical response.

Medical Response, Medical Alarms, and Lift Assists will be paid, in response to medical treatment, when a hands-on patient contact report is made.

Records

A detailed run data sheet will be provided quarterly from the responding entity to Fayette County Fire Chief Richard Hartfield for verification of data and to authorize payment for services. Payments will be made quarterly.

Rhea Taylor, County Mayor

Henry Coats, Piperton Mayor

Richard Hartfield, Fayette County Fire

Chief Reed Bullock, Piperton Fire Chief

AGREEMENT FOR MEDICAL AND FIRE SERVICES

Response Terms agreed upon between the Town of Rossville and Fayette County. This agreement shall start on ___(Date to be determined by both parties)___ and will continue until one party exercises an option to terminate the agreement. The requesting party shall give the other party six (6) months' notice of termination. Any fees due to either party shall be paid if incurred during the term of this agreement.

FIRE

All Fire related calls to include, but not limited to, Structure Fires, Grass Fires, Fire Alarms, Gas Leaks, Rescues, Vehicle Fires, and Service Calls are part of Automatic Aid.

This agreement allows both departments to adhere to NFPA 1710/1720 and ISO requirements.

This agreement between these two entities states that both Rossville Fire and Fayette County Fire will automatically aid each other in any fire/emergency (non-Medical) response needs without any monetary obligations.

During any Fire related call, the requesting entity will strive to release the responding entity from the scene as soon as possible, to return them to their station to assure proper coverage.

If at any time, the city/town dept. is on a Structure Fire, in the county district or within their town/city limits, the Fayette County Fire dept, if needed, will move up the closest station to cover the town limits until the city/town fire department can return to service.

MEDICAL

Fayette County to pay \$150.00 per medical response to the responding entity outside their city/town limits. This is to include Motor Vehicle Crashes (MVCs). This figure will cover all manpower, fuel, maintenance, and other costs associated with a medical response.

Medical Response, Medical Alarms, and Lift Assists will be paid, in response to medical treatment, when a hands-on patient contact report is made.

Records

A detailed run data sheet will be provided quarterly from the responding entity to Fayette County Fire Chief Richard Hartfield for verification of data and to authorize payment for services. Payments will be made quarterly.

Rhea Taylor, County Mayor

Judy Waters, Rossville Mayor

Richard Hartfield, Fayette County Fire

Edgar Babian, Rossville Fire Chief

Commissioner Steve Reeves made the motion to sale equipment for the fire department. The motion was seconded by Commissioner Rice and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 26th day of September, 2023, 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 23/24
Sep-23**

<u>Adjustment to Revenue Accounts:</u>		<u>INCREASE</u>	<u>DECREASE</u>
44530	Sale of Equipment	\$ 1,575.00	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:		<u>\$ 1,575.00</u>	<u>\$ -</u>
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
54310	Fire Prevention & Control		
599	Other Charges		\$ 1,575.00
	Subtotal-54310	\$ -	\$ 1,575.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		<u>\$ -</u>	<u>\$ 1,575.00</u>
Prior Estimated Expenditures			\$ 26,298,359.00
Total Estimated Expenditures this Amendment			\$ 26,299,934.00
Projected Fund Balance before Amendment			\$ 6,971,716.00
Change in Fund Balance this Amendment			\$ -
Estimated Ending Fund Balance as of June 30, 2024			\$ 6,971,716.00

Under new business, the chairman brought forward a Comcast service agreement for the Archives Department. Commissioner Steve Reeves made the motion to approve. The motion was seconded by Commissioner Oglesby and passed unanimously.

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER AGREEMENT

Company Name: Fayette County TN Order # 36410605

Service Location: 126 W MARKET ST **Billing Location:** 126 W MARKET ST

Address 1 126 W MARKET ST Address 1 126 W MARKET ST

Address 2 _____ Address 2 _____

City SOMERVILLE City SOMERVILLE

State TN State TN

Zip 38068 Zip 38068

Primary Contact Name Karley Tapp Billing Contact Name Cynthia Boyer

Primary Contact Phone (901) 465-5202 Billing Contact Phone (901) 465-5202

Primary Contact Email ktapp@fayettetn.us Billing Contact Email cboyer@fayettetn.us

Service Term 24 Months Tax Exempt Yes

Promo Code: _____

Package Code: \$120Data_SE_PerformancePkg_2yr

Package & Promotion Details

Data, SecurityEdge Package for discounted rate of \$120 for months 1-24, increasing to then regular rate in month 25. Package includes Business Internet Performance (download speed up to 250 Mbps) and SecurityEdge. 2 year term agreement required. Additional \$10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via <https://business.comcast.com/myaccount> within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by \$10.00. Mobile discount for new Comcast Business Internet Standard service or higher customers who activate new Comcast Business Mobile service with Unlimited lines: \$45 discount with 1 Mobile Unlimited line, \$30 discount with 2 to 4 Mobile Unlimited lines, \$20 discount with 5 or more Mobile Unlimited lines. Mobile discount applied to Comcast Business Internet bill for 12 months. Limit one discount per account. All new Mobile Unlimited lines must be activated within 90 days of Internet installation to qualify for the mobile discount. After 12 months, or if any of the required services are cancelled or downgraded, or if Unlimited service is switched to By the Gig, the mobile discount will be removed. Comcast Business Internet must be installed by 9/21/2023 to qualify for the mobile discount. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.

Customer Initials _____

Package	Services Included	Qty	Package Monthly Service Charge ¹	Package Non-Recurring Charge ²
Data, SecurityEdge Package	Business Internet Performance (download speeds up to 250 Mbps)	1	\$ 120.00	\$ 0.00
	SecurityEdge	1		

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge ¹	Additional Non-Recurring Charge ²
Equipment Fee			
Package Equipment Fee	1	\$ 19.95	
Additional Fees			
Standard Installation Fee / Change of Service Fee	1		\$ 129.95
Total Additional Charge		\$ 19.95	\$ 129.95

Page 109 of 130		09/22/2023
Total Charge for Service Order	Monthly Service Charge¹	Non-Recurring Charge²
	\$ 139.95	\$ 129.95

Company Name: Fayette County TN Order # 36410605

¹ Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

² Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

General Special Instructions

AGREEMENT

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to the above-named customer ("Customer"). This Agreement consists of this document (this "SOA"), the Business Services Customer Terms and Conditions (the "Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, the order of precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. The Terms and Conditions are located at <https://business.comcast.com/terms-conditions-smb>. Capitalized terms not otherwise defined in this SOA shall have the meaning ascribed to them in the Terms and Conditions. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at <https://business.comcast.com/privacy-statement> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a thirty (30) day money back guarantee. If within the first thirty (30) days following installation of a new Service, Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for the monthly recurring charge paid for the first thirty (30) days of Service, excluding any custom installation fees, voice usage charges, fees, taxes, surcharges and optional service fees. Customer will be charged for any non-refundable fees and other charges. In order to be eligible for the refund, Customer must cancel the new Service within thirty (30) days of installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If Customer uses the Service in the first thirty (30) days, Customer will be refunded its subscription fees, but charged the applicable one-time fee. For the avoidance of doubt, this money back guarantee does not apply to renewals of an existing Service.

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

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx	
Signature	
Name	
Title	
Date	

FOR COMCAST USE ONLY	
Sales Representative	Enterprise BigSouthOE
Sales Representative Code	
Sales Manager Name	Enterprise Sales Manager
Sales Manager Approval	
Division	Central

Company Name: Fayette County TN **Order #** 36410605

BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net Email	<input type="text" value="No"/>	Equipment Selection	<input type="text" value="Comcast Owned"/>
Number of Static Ips	<input type="text" value="0"/>	Business Web Hosting	<input type="text" value="No"/>

Company Name: Fayette County TN Order # 36410605

BUSINESS CLASS: CUSTOM INSTALLATION & CONSTRUCTION ADDENDUM

CUSTOMER INFORMATION (Service Location)

Address 1	<u>126 W MARKET ST</u>	City	<u>SOMERVILLE</u>
Address 2	_____	State	<u>TN</u>
Primary Contact Name	<u>Karley Tapp</u>	ZIP Code	<u>38068</u>
Business Phone	<u>(901) 465-5202</u>	County	_____
Cell Phone	_____	Email Address	<u>ktapp@fayettetn.us</u>
Pager Number	_____	Primary Fax Number	_____

TECHNICAL CUSTOMER CONTACT INFORMATION (Service Location)

Technical Contact Name	_____	Tech Contact On-Site? No	_____
Technical Contact Business	_____	Technical Contact Email	_____
Property Manager Contact Name	_____	Property Mgr. Phone	_____

CUSTOMER BILLING INFORMATION

Billing Account Name	<u>Fayette County TN</u>	City	<u>SOMERVILLE</u>
Billing Name (3rd Party)	_____	State	<u>TN</u>
Address 1	<u>126 W MARKET ST</u>	ZIP Code	<u>38068</u>
Address 2	_____	Billing Contact	<u>cboyer@fayettetn.us</u>
Billing Contact Name	<u>Cynthia Boyer</u>	Billing Contact	<u>(901) 465-5202</u>
Tax Exempt?*	<u>Yes</u>	Billing Fax	_____

* If yes, please provide and attach tax exemption certificate.

CUSTOM INSTALLATION AND CONSTRUCTION ADDENDUM*

As set forth in Section 2.7 of the Comcast Business Class General Terms and Conditions, Comcast has determined that Custom Installation is necessary for the service location described above as follows:

Total Custom Installation Fees:	<u>\$2,988.70</u>
Less Fees Paid by Comcast:	<u>\$2,988.70</u>
Fees Due Comcast:	<u>-\$0.00</u>

* Any Custom Installation Fee amount absorbed by Comcast must be immediately paid by you to Comcast if the applicable Sales Order is terminated prior to the end of the Service Term. Please sign below to agree to these Terms and Conditions.

CUSTOMER SIGNATURE

By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at <http://business.comcast.com/terms-conditions/index.aspx>.

Signature:	_____
Print:	_____
Title:	_____
Date:	_____

FOR COMCAST USE ONLY

Sales Representative:	<u>Enterprise BigSouthOE</u>
Sales Representative Code:	_____
Sales Manager/Director Name:	<u>Enterprise Sales Manager</u>
Sales Manager/Director Approval:	_____
Division:	<u>Central</u>
Lead ID:	<u>36410605</u>

Commissioner Wiggins made the motion to approve the Hope Restored Grant – Sub-Contract Agreement. The motion was seconded by Commissioner Crislip and passed unanimously.

CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES

THIS CONTRACT FOR PROFESSIONAL CONSULTING SERVICES ("Contract") is by and between FAYETTE COUNTY, TENNESSEE ("County"), a county governmental entity of the State of Tennessee, and HOPE RESTORED COUNSELING, INC. ("Consultant"), for the provision of behavioral health and other contracted services on behalf of the County to be provided by the Consultant, subject to the terms of this Contract and any applicable grant contract received by or on behalf of the County.

This Contract incorporates the following affidavits by reference and made a part hereof:

1. Fair Employment Affidavit
2. Ethical Standards Affidavit
3. Business Tax and License Affidavit
4. The Iran Divestment Act Affidavit

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the County and Consultant hereby agree as follows:

1. Retention as Consultant. The County hereby contracts with Consultant as an independent contractor, and Consultant hereby accepts such engagement, to perform the services as further described in the Statement of Work attached hereto as Exhibit A ("Services") and made a part of this Contract as if stated in verbatim.
2. General Duties and Responsibilities.
 - 2.1 Consultant Duties and Responsibilities. The Consultant shall provide their best skill and judgment and to cooperate with and further the interests of the County in the provision of Services of the project as required by the grant contract which are further explained in Exhibit A (Project Narrative). Consultant agrees that the Services will focus on the following components:
 - 2.1.1. Implement Recovery Court University;
 - 2.1.2. Increase the rate of participants successfully completing all of the Recovery Court University components;
 - 2.1.3. Increase the total percent of Recovery Court clients in the six-court catchment area who can access substance use and mental health treatment, and case management services in their county of residence;
 - 2.1.4. Review program structure and implementation at least quarterly through a continuous program improvement process;
 - 2.1.5. Expand the mental health service capacity in six (6) Recovery Courts;
 - 2.1.6. Increase the rate of Recovery Court participants using expanded mental health therapies;
 - 2.1.7. Increase the number of program clients reporting improved mental health;
 - 2.1.8. Expand service access to participants through the use of telehealth services by offering the service-delivery model to all current and new Recovery Court participants;
 - 2.1.9. Increase telehealth infrastructure capacity by increasing the number of central locations where participants can access services through telehealth technology.
 - 2.2 County Duties and Responsibilities. The County shall provide program documents to the Consultant which describe the logistical and factual program characteristics, including but not limited to the Consultant's program, policy and procedures, organizational charts, participant materials and forms, and staff job descriptions. Consultant shall be responsible for updating its data system in accordance with its grant and this Contract. The County will, with the assistance of Consultant, submit reports created by the Consultant in accordance with federal reporting guidelines
3. Representation of Consultant. Consultant represents and warrants that: (a) it will perform the Service in a competent and workmanlike manner in accordance with the level of professional care customarily

observed by skilled professionals rendering similar services; (b) the Service, product of the Services, and/or other materials provided by or on behalf of Consultant will not violate or infringe any third party's patents, trade secrets, trademarks, or other proprietary rights; (c) it and its personnel will comply with all applicable ordinances, codes, standards, laws, rules, regulations, and orders of any governmental authority having jurisdiction over Consultant's performance of the Services, and will hold and fully comply with all required licenses, permits, and approvals; (d) it has all rights necessary for and is not subject to any restriction, penalty, contract, commitment, law, rule, regulation, or order which is violated by its execution and delivery of this Contract and performance of its obligations under this Contract. (e) all personnel are authorized to lawfully perform the Services pursuant to applicable immigration and work status Laws; (f) it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department, State Department, or Local Department. (g) it has not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; and (h) it has not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

4. Time for Completion. The term of this Contract shall begin on the day this Contract is fully signed by the parties and shall extend to September 30, 2028. This Contract may be extended for one (1) additional one (1) year term by written agreement of the parties. The option to extend shall be exercised and in the discretion of the Consultant and the Fayette County Mayor. To be effective, any extension must be signed by the Chief Executive Officer of the Consultant and the Fayette County Mayor. In no event shall the term of this Contract, including extensions, extend for five (5) years or longer.

5. Termination.

5.1. Termination - Breach. Should Consultant fail to fulfill, in a timely and proper manner, its obligations under this Contract or if it should violate any of the terms of this Contract, the County shall provide notice to the Consultant to cure the breach. Consultant shall have ten (10) calendar days to cure the breach. Should Consultant fail to cure the breach within the ten (10) days then the County shall have the right to immediately terminate this Contract. Such termination shall not relieve Consultant of any liability to County for damages sustained by virtue of any breach by Consultant.

5.2. Termination - Funding. The continuation of this Contract beyond the end of any fiscal year shall be subject to the appropriation and the availability of funds. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were last appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest convenient date.

5.3. Termination - Notice. The County may terminate this Contract at any time upon thirty (30) calendar days' written notice to Consultant. Termination will become effective thirty (30) days after the date of the notice of termination unless the County's notice provides for a different termination date beyond the thirty (30) day notice. Consultant shall be compensated for the provision of the Services that Consultant performed prior to the termination date and which is required to complete the Services and work product.

5.4. Termination - Bankruptcy. The County may terminate this Contract if Consultant, or any successor or assignee of Consultant, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors or if involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Consultant, or if a receiver or trustee shall be appointed for all or substantially all of the property of Consultant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment.

5.5. Termination - Agreement. The parties may terminate this Contract upon written agreement signed by the parties.

6. Fee.

6.1. The County shall pay to the Consultant and Consultant accepts an annual fee of \$351,163 not to exceed the total award of \$1,755,815. The fee shall include all expenses, labor, material, and transportation necessary for the provision of the Services. The fee shall not be modified except by written agreement of the County. Should carryover funds be available to the County for the provision of Services, the parties may agree in writing to increase the maximum annual total fee available to the Consultant, subject to the terms of any grant.

6.2. In addition to the annual fees, County shall reimburse Consultant for documented out-of-pocket expenses, to be assessed at its actual cost with no mark ups. Consultant shall bill its related expenses on a separate line item on the monthly invoice and shall provide sufficient detail and supporting documentation requested by the Consultant or the County to justify the expense, including, but not limited to, time sheets, and receipts. Reimbursement for out-of-pocket expenses shall be in accordance with the U.S. General Services Administration current published policies governing travel and associated expenses.

6.3. The County shall pay the Consultant the fee in accordance with the procedures set forth in this Section. Consultant shall submit a detailed invoice for the period ending on the last day of the prior month in which the Consultant completed the Services. Each Payment Request shall be signed by the Consultant and shall constitute the Consultant's representation that the Services were properly performed in strict compliance with this Contract, and that the Consultant knows of no reason why payment should not be made as requested. The County shall make payment to the Consultant within thirty (30) days following the receipt of the detailed invoice. The amount of each such payment shall be the amount less such amounts, if any, otherwise owing by the Consultant to County or which County shall have the right to withhold as authorized by this Contract. Payment of any invoice by the County shall not preclude the County from the exercise of any of its rights as set forth in this Contract.

6.4. Neither payment to the Consultant nor any other act or omission by County shall be interpreted or construed as an acceptance of any Services or work product of the Consultant not strictly in compliance with this Contract.

7. Payment Withheld. County reserves the right, in case of Consultant's default, to procure the Services from other sources while holding the defaulting Consultant responsible for any excess costs occasioned thereby.

8. Acceptance of Payment. The acceptance by Consultant of any payment made under this Contract shall operate as and be a release to County from all claims and liabilities for compensation to, or claimed by, Consultant for anything done, finished, or relating to the Services and work product provided by Consultant for which payment is requested. However, approval or payment by the County shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents, and consultants for the accuracy and/ or competency of the information provided or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the County for any defect or error in the Services or work product prepared by Consultant, its employees, subcontractors, agents, or consultants.

9. Standard of Care. The Services performed by Consultant shall be conducted in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar Services at the time the Services are performed by Consultant. The Consultant hereby warrants that the labor furnished under this Contract shall be competent to perform the tasks undertaken, and shall yield only high-quality results, all related items and other materials provided shall be of high quality and in accordance with this Contract.

10. Information Provided by County.

10.1. If requested in writing by the Consultant, the County shall furnish to the Consultant any and all written and tangible material known by County to be in its possession related to the Services to be provided by Consultant. Such written and tangible material is furnished to the Consultant only in order to make disclosure of such material in the possession of County and for no other purpose. By

furnishing such material the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor.

10.2. The Consultant has total responsibility for the accuracy and completeness of Consultant's analysis based on the data, documentation, and estimates prepared, obtained, or received by the Consultant to complete the Services and shall check all such material accordingly. While the County may review such data, documentation, and details for quality, completeness, and conformity, the responsibility for accuracy and completeness of such items remains solely that of the Consultant.

11. Lobbying Prohibitions. Consultant certifies, to the best of its knowledge and belief, that:

11.1. No federally appropriated funds received under this Contract have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

11.2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, the grant, loan, or cooperative agreement, Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11.3. Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

11.4. The Consultant's certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

12. Public Accountability. If Consultant is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by Consultant on behalf of the State, Consultant agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and Consultant shall display in a prominent place, located near the passageway through which the public enters in order to receive grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY, DIRECTOR, OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive funded services.

13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by Consultant shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by Contractor shall be approved by the County and the State of Tennessee.

14. Records. Consultant shall maintain documentation for all charges under this Contract. The books, records, and documents of Consultant (and any approved subcontractor), insofar as they relate to Services performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, the United States Department of Justice or their duly appointed representatives.

15. **Conflicts of Interest.** The Consultant warrants that no part of the total grant 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 Consultant in connection with any Services contemplated or performed relative to this Contract.
16. **Independent Contractor.** Consultant is an independent contractor. Consultant shall not be deemed for any purpose to be an employee of the County. The County shall not be responsible to Consultant or any governing body for any payroll-related taxes related to the performance of the Services, including but not limited to withholding or other taxes related to federal or state income tax, social security benefits, or unemployment compensation. Consultant further represents and warrants that Consultant is qualified as an independent contractor under the provisions of the Internal Revenue Code and its common law, and as such Consultant is filing all required forms and necessary payments appropriate to the Consultant's tax status. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any contract for or on behalf of, or incur any obligation or liability on behalf of, or to otherwise bind, the other party. This Contract shall not be interpreted or construed to create an employment relationship, an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party. Consultant will not subcontract any Services or delegate any of its obligations under this Contract or any Services without the prior written consent of the County. If the County so consents, Consultant will ensure that any such subcontractor is bound to the terms of this Contract. Notwithstanding the existence or terms of any subcontract, Consultant is responsible for the full performance of the Services and for its subcontractors' compliance with the terms of this Contract.
17. **Licensure.** If required to perform the Services in the State of Tennessee, Consultant and its employees and all sub-grantees shall be licensed pursuant to all applicable Federal, State, and local laws, ordinances, rules, and regulations and shall, upon request, provide proof of all licenses.
18. **Statement of Confidentiality and Release of Information.**
- 18.1. If applicable, Consultant agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8, ("HIPAA"), and the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 CFR Parts 160 and 164 and the federal security standards as contained in 45 CFR Part 164.
- 18.2. The disclosure of patient health information by Consultant to the County or Evaluator pursuant to this Contract shall be contingent upon the patient executing a valid release authorization in a form provided by the Consultant.
- 18.3. To the extent permitted by applicable law, Consultant shall keep all patient health information received, pursuant to this Contract, confidential and shall not disclose said information to any person other than as permitted or required by this Contract or as otherwise authorized by applicable law.
19. **Ownership of Documents.** All reports and reproducible documents and other data developed by the Consultant for the purpose of this Contract shall become the property of the County without restriction or limitation in connection with the County's use. The County may reuse any and all reports, studies, and documents without the need for consent of the Consultant. Upon delivery and of acceptance of the work product or upon notice of breach, Consultant shall deliver all documents, reports, and applicable data to the County within five (5) workdays.
20. **Proprietary Rights.** The Services and work product have been specifically ordered and commissioned by the County. Consultant agrees that the work product is a "work made for hire" for copyright purposes, with all copyrights in the work product owned by the County upon payment in full to the Consultant.
21. **Subletting or Assigning.** The Consultant shall not sublet, assign, or transfer any of the work product to be performed by Consultant without the prior written consent of the County. Any assignment or subcontracting in violation hereof shall be void and unenforceable and shall be deemed a material breach of this Contract. The Consultant shall be as fully responsible to the County for the acts and omissions of its subcontractors or sub-

consultants as it is for the acts and omissions of people directly employed by it. The Consultant shall require each subcontractor or sub-consultant, approved by the County, to agree in its contract to observe and be bound by all obligations and conditions of this Contract to which Consultant is bound.

22. Business Tax. Contractor warrants that it has no delinquent business taxes owed to County or the State of Tennessee.

23. Disclosure of Personal Identity Information. Consultant shall report to the County any instances of unauthorized disclosure of personally identifiable information that comes to the Consultant's attention. Consultant shall make any such report within twenty-four (24) hours after the instance has come to Consultant's attention. Consultant shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the State under this Contract or otherwise available at law.

24. Indemnification.

24.1. The Consultant shall indemnify and hold the County harmless from any and all damages, claims, liability, losses, injuries, death, and causes of actions of any kind or nature arising out of a negligent error, omission, or act of the Consultant, its agents, representatives, employees, sub-consultants, sub-contractors or assigns, incident to or arising out of or resulting from the performance of the Services under this Contract. The Consultant shall pay all such claims and losses of any kind or nature whatsoever, in connection therewith, including the County's attorney's fees and expenses in the defense of any action in law or equity brought against the County arising from the negligent error, omission, or act of the Consultant, its sub-consultant or subcontractor or their agents, representatives, employees, or assigns, incident to, arising out of or resulting from the performance of the professional services contemplated by this Contract.

24.2. The Consultant agrees and recognizes that the County shall not be held liable or responsible for any claims, including the costs and expenses of defending such claims which may result from or arise out of the actions or omissions of the Consultant, its agents, representatives, employees, sub-consultants, sub-contractors, or assigns. In reviewing, approving, or rejecting any submissions or acts of the Consultant, the County in no way assumes or shares responsibility or liability of the Consultant, or its sub-consultants, their employees, agents, or assigns.

24.3. The Consultant's obligation to indemnify and hold the County harmless shall survive the termination of this Contract.

25. Rule 2 Compliance. Consultant 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

25.1. The Consultant warrants to County 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.

25.2. The Consultant warrants that it will cooperate with and assist the County, 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 subcontract so that both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.

25.3. Consultant shall sign documents required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, including but not limited to business associate agreements, that are reasonably necessary to maintain compliance with the Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This provision shall not apply if information received by the Consultant 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 receipt of such information without entering into a business associate agreement.

25.4. Consultant will indemnify the County and hold them, their employees, officers, and agents harmless for any violation by the subcontractor of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This includes the cost of responding to a breach of protected information, the cost of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the County because of the violation.

26. **Project Changes.** Changes to the Services may be modified by the Consultant and the County by providing written notification to the Consultant. Consultant shall cooperate in good faith with the County to amend the Services and/or work product. Should the change cause an increase in the fee paid to Consultant, the change must be evidenced by a completed and signed amendment to this Contract. To be authorized and implemented, all amendments shall be signed by the Consultant's Chief Executive Officer or the County Mayor.

27. **Insurance.** Without limiting its liability under this Contract, Consultant shall procure and maintain at his/her expense during the life of this Contract the insurance types and minimum amounts as provided by the Fayette County Risk Manager, including professional liability insurance. The insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Fayette County Risk Manager. Before commencing any Services, Consultant shall provide a certificate of insurance evidencing the maintenance of the insurance to the County. The general liability policy shall name Fayette County, Tennessee government as an additional insured with respect to this Contract. All insurance provided by Consultant in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by County.

28. **Reporting.** Consultant shall cooperate fully with the Evaluator and the County to assist in completing and filing of all progress, status, and performance reports. Consultant accepts and agrees failure to assist in compiling information, or completing the required documentation, may delay payment to Consultant if Consultant does not fully fulfill its obligations under this Section.

29. **Sovereign Immunity.** Notwithstanding anything contained in this Contract to the contrary, nothing in this Contract nor any document, statement, or omission of County, its officers, employees, or agents, shall be construed to be a waiver of the County's sovereign immunity.

30. **Resolution by Court of Law; Non-binding Mediation.** Claims, disputes, or other matters in question between the parties to this Contract arising out of or relating to this Contract or breach thereof, shall be subject to and decided by a court of law. The parties can agree to non-binding mediation prior to litigation.

31. **Choice of Law.** The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof, shall be governed exclusively by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Consultant may provide.

32. **Venue.** Any action between the parties arising from this Contract shall be maintained exclusively in the courts of Fayette County, Tennessee.

33. **Notices.**

33.1. **Delivery.** Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Contract may be sent by United States mail (first class, airmail, or express mail), commercial courier, facsimile, or electronic mail, in each case delivered to the address set forth below for the recipient.

33.2. **Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

33.3. **Addresses:**

33.3.1. If to County: Fayette County, Tennessee
P. O. Box 218
Somerville, TN 38068

33.3.2. If to Consultant Hope Restored Counseling, Inc.
P.O. Box 10836
Jackson, TN 38308

33.3.3. If to Evaluator: Allard Consulting, LLC.
400 Curtis Dr. SE

34. **Nondiscrimination.** The Consultant hereby agrees, warrants, and assures 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 Consultant 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. The Consultant shall, upon request show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

35. **Environmental Tobacco Smoke.** Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Consultant shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. Consultant shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

36. **Tennessee Open Records Act.** Consultant understands that County is subject to the Tennessee Open Records Act. This may require the County to provide requested documents to members of the public or press including, but not limited to, a copy of this Contract. Compliance by County with the Open Records Act shall not be a breach of this Contract.

37. **Severability.** Should any court of competent jurisdiction declare any provision of this Contract invalid then such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

38. **Entire Contract.** The complete understanding between the parties is set out in this Contract, and this Contract supersedes and voids all prior and contemporaneous understandings, proposals, letters, contracts, or conditions expressed or implied, oral or written, except as herein contained. Any amendment, modification, waiver, or discharge of any requirement of this Contract will not be effective unless in writing signed by the parties hereto or by their authorized representatives.

39. **Waiver.** Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Contract, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

40. **Employment Practices.** Consultant shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities.

41. **Employment of Illegal Immigrants.** The Consultant shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws. Failure to comply with the requirements of these immigration laws or other applicable laws is considered a material breach of this Contract and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with the County.

42. Anti-Deficiency Clause. Nothing contained in this Contract shall be construed as binding County to expend any sum in excess of appropriations made by its Legislative Body for the purposes of this Contract or as involving County in any contract or other obligation for the further expenditure of money in excess of such appropriations.

43. Contract Construction. The provisions of this Contract shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties.

44. Contingent Fees. Consultant hereby represents that Consultant has not been retained or retained persons to solicit or secure a County contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

45. Gratuities and Kickbacks. Consultant understands and agrees that it shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of the Consultant, a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

46. Time is of the Essence. Since this Contract is funded by public money, the parties agree that time is of the essence for the satisfactory completion of all Services within the time limitations defined by this Contract or by the Consultant.

47. Conflicting Terms. The parties agree that should the language in this Contract conflict with any language included in any documentation whether provided by Consultant or on behalf of Consultant, then the language or terms of this Contract shall be controlling.

48. Headings. The headings in this Contract are for convenience and reference and are not intended to define or limit the scope of any provisions of this Contract.

49. Effective Date. This Contract shall not be binding upon the parties until it has been signed first by Consultant and then by the authorized representatives of County and has been filed in the office of the Fayette County Mayor.

LAST ITEM ON PAGE
SIGNATURE PAGE AND AFFIDAVITS TO FOLLOW

FAIR EMPLOYMENT PRACTICES AFFIDAVIT

State of _____ County of _____

Fair Employment Practices Affidavit: After first being duly sworn according to law, the undersigned (Affiant) states that he is familiar with the employment policies of the Consultant and as the _____ of Consultant. Affiant states that by Consultant's employment policy, standards, and practices the Consultant does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Consultant is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this _____ day of _____, 20__.

Notary Public

My commission expires: _____

Ethical Standards Affidavit

State of _____

County of _____

Ethical Standards Affidavit. After first being duly sworn according to law, the undersigned ("Affiant") states that he/she has the legal authority to swear to this on behalf of _____ ("Consultant"); that no part of any other governmental monies provided for the services or products contemplated in this Agreement which was received from the State of Tennessee or Fayette County shall be paid directly to an employee or official of the State of Tennessee or Fayette County as wages, compensation, or gifts in exchange for acting as a Consultant, officer, agent, employee, subcontractor, or consultant to the County or the Consultant in connection with any Services contemplated or performed relative to this Agreement. Affiant and Consultant further swear that no Federal, State, or County appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any employee of the State of Tennessee, or employee of Fayette County in connection with the awarding of any Federal, State, or County contract, the making or awarding of any government grant, the making of any government loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or County contract, grant, loan, or cooperative agreement.

Affiant

By: _____

Title: _____

State of _____

County of _____

Before me, the undersigned, a Notary public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the authorizing representative of _____, and that he/she as such authorizing representative executed the foregoing instrument for the purpose therein contained, by signing his/her name on behalf of _____.

WITNESS my hand and seal, at office in _____, Tennessee, this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

BUSINESS TAX AND LICENSE AFFIDAVIT

Business Tax and License Affidavit. The undersigned, ("Affiant"), states that he/she has the legal authority to swear to this on behalf of _____, ("Consultant"); that Consultant is not in any manner in violation of Tennessee Code Annotated, Section 5-14-108(l) which provides that "(n)o purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent." Affiant affirms and warrants that Contractor's licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Consultant is licensed and pays business taxes in _____ (County), Tennessee.

Affiant

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____

**CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq. ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/ contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name/Printed Name of Authorized Officer

Signature of Authorized Officer

STATE OF TENNESSEE
COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.
Witness my hand and seal at office this ___ day of _____, 20__.

Notary Public
My commission expires: _____

FAYETTE COUNTY, TENNESSEE:

Fayette County Mayor

APPROVED AS TO AVAILABILITY OF FUNDS:

Budget Director

**FILED IN THE OFFICE OF THE
FAYETTE COUNTY MAYOR:**

Date: _____

CONSULTANT:

Damien Nethery, CEO

Sworn to and subscribed to before me, a
Notary Public, this ___ day of _____,
20___, by _____, the
_____ of Consultant and duly
authorized to execute this instrument on
Consultant's behalf.

Notary Public

My Commission Expires: _____

The chairman stated that the county had gotten final approval today of a \$80,000.00 contract grant from TDOT for the Airport Ground Maintenance. Commissioner Steve Reeves

made the motion to approve. The motion was seconded by Commissioner Leggett and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 26th day of September, 2023, 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 23/24 Sep-23

<u>Adjustment to Revenue Accounts:</u>		<u>INCREASE</u>	<u>DECREASE</u>
46120	Airport Maintenance Program	\$ 5,000.00	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:		\$ 5,000.00	\$ -
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
<hr/>			
51730	Building		
718	Motor Vehicles	\$ 20,000.00	
	Subtotal-51730	\$ 20,000.00	\$ -
<hr/>			
58220	Airport		
335	Maintenance & Repairs - Building	\$ 8,000.00	
718	Motor Vehicles		\$ 33,000.00
	Subtotal-58220	\$ 8,000.00	\$ 33,000.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 28,000.00	\$ 33,000.00
Prior Estimated Expenditures			\$ 6,180,742.00
Total Estimated Expenditures this Amendment			\$ 6,185,742.00
Projected Fund Balance before Amendment			\$ 1,773,938.00
Change in Fund Balance this Amendment			\$ -
Estimated Ending Fund Balance as of June 30, 2024			\$ 1,773,938.00

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

Rhea Taylor, County Mayor

ATTEST:

Shana N. Burch, County Clerk