

FAYETTE COUNTY LEGISLATIVE BODY

April 23, 2024

BE IT REMEMBERED that the Fayette County Legislative Body met in regular session on April 23, 2024, 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, Jame R. “Bobby” Riles, Shana N. Burch, Fayette County Clerk, and following County Commissioners: Terrye Canady, David Crislip, Tim Goodroe, Terry Leggett, Win Moore, Jim Norton, Claude Oglesby, Tommy Perkins, Steve Reeves, Matt Rhea, Elizabeth Rice, Betty Salmon, Robert Sills, Larry Watkins, David Webb, and Adrian Wiggins. County Commissioners Steve Laskoski, Mike Reeves, and Ray Seals were absent.

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

Commissioner David Webb gave the invocation.

The floor was open to the public for comments. Mickie White of Rossville addressed the board about the solar farms. He stated that he is against them and stressed that the County Commission should vote against the solar farms coming into our county. Elton Holmes addressed the board; he is a part of the Blue Oval Good Neighbors. This is an organized group that is trying to get Ford to come to the table to negotiate a CBA. This is a Community Business Agreement, which is an agreement between the community and Cooperation, and they are seeking the board’s support. With no one else coming forward, the board was closed.

Commissioner Leggett made the motion to approve the March 26, 2024, minutes. The motion was seconded by Commissioner Wiggins and passed unanimously.

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

NOTARY LIST
April 23, 2024

Nicholas James Bravos*
Whitney Clifton
Michelle Duncan
Brenda Dunn
Gail Good*
Euzel W. Kee, JR.*
Kallie Lockhart*
Pamela Virginia Pleasant*
Jena Schoggen
Faye Scott

*DENOTES NEW NOTARY

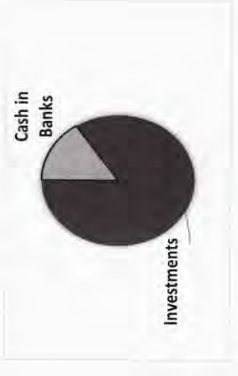
The motion was seconded by Commissioner Wiggins and passed unanimously.

Commissioner Perkins made the motion to approve Stan Smith, First Baptist Church of Somerville, and Alvin Wright, health Coordinator at the Fayette County Health Department, as members of the Drug Free Fayette Advisory Board Members. The motion was seconded by Commissioner Wiggins and passed unanimously.

The Chairman stated that the Trustee's and the School's financial reports are in the packets for review and to get with the appropriate official for any questions.

March 2024

Cash on Hand	\$	500.00
Cash in Banks	\$	8,570,168.84
Investments	\$	46,304,392.76
	\$	<u>54,875,061.60</u>



	Cash Balance (Not Fund Balance)
101 - General Fund	\$ 17,162,560.00
116 - Solid Waste Fund	\$ 1,859,465.57
122 - Drug Control Fund	\$ 501,838.97
125 - AFT Fund	\$ 1,735,369.08
131 - Public Works Fund	\$ 5,602,810.99
141 - General Purpose School Fund	\$ 11,691,904.89
142 - School Federal Projects Fund	\$ 284,126.22
143 - Central Cafeteria Fund	\$ 704,762.27
151 - Debt Service Fund	\$ 3,775,433.34
171 - Capital Projects Fund	\$ 10,215,865.49
172 - Community Development Fund	\$ 1,112,403.67
175 - HUD Grant Projects Fund	\$ 119,417.74
189 - Other Capital Projects Fund	\$ 135,792.66
363 - Judicial District Drug Fund	\$ 500.00

	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	\$ 149,317.72	\$ 413,752.93
Oct	\$ 33,753.78	\$ 71,461.38	\$ 155,064.14	\$ 568,817.07
Nov	\$ 41,810.64	\$ 105,484.85	\$ 150,952.45	\$ 719,769.52
Dec	\$ 50,626.85	\$ 157,955.93	\$ 174,654.03	\$ 894,423.55
Jan	\$ 59,747.88	\$ 223,382.31	\$ 199,082.32	\$ 1,093,505.87
Feb	\$ 67,832.88	\$ 283,285.75	\$ 192,070.87	\$ 1,285,576.74
Mar	\$ 76,569.33	\$ 356,653.10	\$ 213,374.86	\$ 1,498,951.60
Apr	\$ 85,501.13	\$ 428,785.96		
May	\$ 94,340.93	\$ 506,077.11		
Jun	\$ 103,313.30	\$ 618,447.34		

Interest Earned YTD



Account	Description	Year-To-Date		Month-To-Date		% of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
141	General Purpose School					
Revenues						
40110	Current Property Tax	4,206,395.00	(4,106,472.27)	350,533.92	(189,937.06)	54.19%
40120	Trustee's Collections - Prior Year	115,000.00	(52,255.92)	9,583.33	(4,685.64)	48.89%
40130	Cir Clk/Clk & Master Collections-Pr Yr	91,000.00	(25,421.35)	7,583.33	(1,593.98)	21.02%
40140	Interest And Penalty	24,000.00	(7,887.01)	2,000.00	(1,575.66)	78.78%
40150	Pick-Up Taxes	7,000.00	(5,736.01)	583.33	(263.73)	45.21%
40163	Payments In Lieu Of Taxes - Other	30,500.00	(38,691.42)	2,541.67	(6,309.06)	248.23%
40210	Local Option Sales Tax	6,441,137.00	(5,203,934.90)	536,761.42	(569,968.16)	106.19%
40275	Mixed Drink Tax	8,000.00	(13,317.15)	666.67	0.00	0.00%
40350	Interstate Telecommunications Tax	2,000.00	0.00	166.67	0.00	0.00%
41110	Marriage Licenses	2,750.00	(2,145.70)	229.17	(189.70)	82.78%
43990	Other Charges For Services	0.00	(155.45)	0.00	0.00	0.00%
44120	Lease/Rentals/PPP	12,000.00	(7,815.00)	1,000.00	(65.00)	6.50%
44170	Miscellaneous Refunds	0.00	(55,848.13)	0.00	(308.89)	0.00%
44530	Sale Of Equipment	0.00	(45,233.00)	0.00	0.00	0.00%
44570	Contributions & Gifts	0.00	(330.00)	0.00	(330.00)	0.00%
44990	Other Local Revenues	0.00	(244.00)	0.00	0.00	0.00%
46510	Tennessee Investment in Student	0.00	(14,144,746.92)	0.00	(1,791,588.87)	0.00%
46511	Basic Education Program	17,340,940.00	0.00	1,445,078.33	0.00	0.00%
46515	Early Childhood Education	685,693.61	(389,242.63)	57,141.13	(51,690.24)	90.46%
46590	Other State Education Funds	582,230.00	(243,148.16)	48,519.17	(131,642.80)	271.32%
46610	Career Ladder Program	52,000.00	(15,318.03)	4,333.33	0.00	0.00%
46790	Other Vocational	95,158.00	0.00	7,929.83	0.00	0.00%
46980	Other State Grants	888,698.82	0.00	74,058.24	0.00	0.00%
46981	Safe Schools - ARRA	92,320.00	0.00	7,693.33	0.00	0.00%
46990	Other State Revenues	0.00	(23,263.21)	0.00	0.00	0.00%
47990	Other Direct Federal Revenue	0.00	(85,577.29)	0.00	0.00	0.00%
48100	Other Governments	0.00	(5,000.00)	0.00	0.00	0.00%
49700	Insurance Recovery	0.00	(18,924.38)	0.00	0.00	0.00%
49800	Transfers In	400,000.00	(1,636.72)	33,333.33	0.00	0.00%
	Total Revenues	31,076,822.43	(24,492,344.65)	2,589,735.20	(2,750,148.79)	106.19%
Expenditures						
71100	Regular Instruction Program	(12,590,013.53)	8,690,581.24	(1,049,167.79)	1,019,626.75	97.18%
71200	Special Education Program	(2,597,014.35)	1,775,258.39	(216,417.86)	195,010.72	90.11%
71300	Career and Technical Education	(834,116.00)	509,135.41	(69,509.67)	44,112.40	63.46%
72110	Attendance	(191,789.00)	137,227.29	(15,982.42)	12,759.60	79.84%
72120	Health Services	(449,472.00)	304,526.61	(37,456.00)	32,207.20	85.99%
72130	Other Student Support	(2,033,475.00)	1,392,713.61	(169,456.25)	202,626.63	119.57%

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Fayette County Board of Education
Summary Financial Statement
March 2024

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Account	Description	Year-To-Date		Month-To-Date		% of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
141	General Purpose School					
72210	Regular Instruction Program	(1,308,260.32)	552,909.67	(109,021.69)	73,394.53	67.32%
72220	Special Education Program	(339,952.00)	219,987.16	(28,329.33)	41,236.27	145.56%
72230	Career and Technical Education	(257,345.00)	159,006.50	(21,445.42)	20,042.86	93.46%
72250	Education of Technology	(506,224.00)	440,124.02	(42,185.33)	35,602.43	84.40%
72310	Board Of Education	(686,609.00)	577,078.78	(57,217.42)	35,245.49	61.60%
72320	Director Of Schools	(379,211.00)	260,377.15	(31,600.92)	1,228.55	3.89%
72410	Office Of The Principal	(1,900,972.00)	1,335,486.21	(158,414.33)	208,269.32	131.47%
72510	Fiscal Services	(371,402.00)	260,479.80	(30,950.17)	25,670.51	82.94%
72520	Human Services/Personnel	(189,368.00)	139,882.82	(15,780.67)	16,408.93	103.98%
72610	Operation Of Plant	(2,237,987.00)	1,946,315.86	(186,498.92)	222,266.50	119.18%
72620	Maintenance Of Plant	(909,164.97)	587,839.37	(75,763.75)	24,340.55	32.13%
72710	Transportation	(2,685,449.00)	1,962,814.65	(223,787.42)	312,685.73	139.72%
73300	Community Services	(340,648.40)	191,537.87	(28,387.37)	27,844.82	98.09%
73400	Early Childhood Education	(1,073,416.26)	766,162.22	(89,451.36)	94,578.94	105.73%
76100	Regular Capital Outlay	(2,067,466.23)	131,338.33	(172,288.85)	0.00	0.00%
82130	Education	(250,000.00)	250,000.00	(20,833.33)	0.00	0.00%
82230	Education	(63,360.00)	63,360.00	(5,280.00)	0.00	0.00%
99100	Transfers Out	(11,351.60)	0.00	(945.97)	0.00	0.00%
Total	Expenditures	(34,274,066.66)	22,654,142.96	(2,856,172.22)	2,645,158.73	92.61%
Total 141	General Purpose School	(3,197,244.23)	(1,838,201.69)	(266,437.02)	(104,990.06)	-39.41%

Account	Description	Year-To-Date		Month-To-Date		% of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
142	School Federal Projects					
Revenues						
44170	Miscellaneous Refunds	0.00	(495.00)	0.00	0.00	0.00%
46790	Other Vocational	0.00	0.00	0.00	0.00	0.00%
47131	Vocational Program Improvement	92,486.10	(57,587.19)	7,707.18	(13,184.82)	171.07%
47141	Esea Title I	1,486,818.40	(949,792.42)	123,901.53	(77,251.14)	62.35%
47143	Education Of The Handicapped Act	1,043,060.71	(610,915.38)	86,921.73	(65,712.76)	75.60%
47145	Special Education Preschool Grants	57,250.79	(30,132.60)	4,770.90	(5,548.76)	116.30%
47146	English Language Acquisition Grants	18,741.51	(8,301.70)	1,561.79	(3,376.13)	216.17%
47149	Education For Homeless Children And	23,421.00	(74.46)	1,951.75	0.00	0.00%
47189	Title II	330,638.81	(93,610.73)	27,553.23	(7,010.68)	25.44%
47307	COVID-19 Grant B	432,817.91	(424,694.55)	36,068.16	0.00	0.00%
47401	American Rescue Plan Act Grant # 1	4,672,560.36	(1,756,737.95)	389,380.03	(96,371.51)	24.75%
47402	American Rescue Plan Act Grant # 2	9,509.19	(9,508.93)	792.43	0.00	0.00%
47403	American Rescue Plan Act Grant # 3	0.00	0.00	0.00	0.00	0.00%
47590	Other Federal Through State	741,610.13	(294,118.33)	61,800.84	(33,093.20)	53.55%
47901	American Rescue Plan Act Grant # 6	0.00	(134,706.00)	0.00	0.00	0.00%
49800	Transfers In	0.00	(408.19)	0.00	0.00	0.00%
	Total Revenues	8,908,914.91	(4,371,083.43)	742,409.58	(301,549.00)	40.62%
Expenditures						
71100	Regular Instruction Program	(1,156,164.83)	998,634.16	(96,347.07)	23,310.30	24.19%
71200	Special Education Program	(756,039.01)	458,698.63	(63,003.25)	50,966.83	80.90%
71300	Career and Technical Education	(1,685,090.31)	394,633.36	(140,424.19)	16,012.93	11.40%
72120	Health Services	(27,294.34)	20,355.83	(2,274.53)	954.12	41.95%
72130	Other Student Support	(761,452.10)	309,836.84	(63,454.34)	56,250.35	88.65%
72210	Regular Instruction Program	(1,854,635.81)	1,067,577.00	(154,552.98)	131,109.16	84.83%
72220	Special Education Program	(172,686.79)	183,182.17	(14,390.57)	14,319.83	99.51%
72230	Career and Technical Education	(270,370.00)	4,293.95	(22,530.83)	107.20	0.48%
72250	Education of Technology	(346,596.33)	522,923.50	(28,883.03)	12,568.50	43.52%
72410	Office Of The Principal	0.00	0.00	0.00	0.00	0.00%
72510	Fiscal Services	0.00	0.00	0.00	0.00	0.00%
72610	Operation Of Plant	0.00	0.00	0.00	0.00	0.00%
72620	Maintenance Of Plant	0.00	0.00	0.00	0.00	0.00%
72710	Transportation	(296,069.14)	171,641.79	(24,672.43)	72,329.70	293.16%
73100	Food Service	0.00	0.00	0.00	0.00	0.00%
76100	Regular Capital Outlay	(1,328,946.49)	1,150,022.71	(110,745.54)	49,742.00	44.92%
99100	Transfers Out	(253,569.76)	0.00	(21,130.81)	0.00	0.00%
	Total Expenditures	(8,908,914.91)	5,281,799.94	(742,409.58)	427,670.92	57.61%

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Fayette County Board of Education
Summary Financial Statement
March 2024

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Account	Description	Budget Estimate	Year-To-Date		Estimate Avg/Mth	Month-To-Date	
			Actual	% of Budget		Actual	% of Avg
142	School Federal Projects	0.00	910,716.51	100.00%	0.00	126,121.92	0.00%
Total	142	0.00	910,716.51	100.00%	0.00	126,121.92	0.00%

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Fayette County Board of Education
Summary Financial Statement
March 2024

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Account	Description	Year-To-Date		Month-To-Date		% of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
143	Central Cafeteria					
Revenues						
43522	Lunch Payments - Adults	13,450.00	(8,390.00)	1,120.83	(615.00)	54.87%
43523	Income From Breakfast	1,250.00	(23.25)	104.17	0.00	0.00%
43990	Other Charges For Services	178,000.00	(64,926.39)	14,833.33	(10,825.00)	72.98%
44110	Interest Earned	1,850.00	(1,850.00)	154.17	0.00	0.00%
44170	Miscellaneous Refunds	0.00	0.00	0.00	0.00	0.00%
46520	School Food Service	19,000.00	(17,127.03)	1,583.33	(17,127.03)	1,081.71%
46590	Other State Education Funds	0.00	(3,256.00)	0.00	0.00	0.00%
47111	Section 4 - Lunch	1,600,395.00	(883,014.50)	133,366.25	(143,813.40)	107.83%
47112	USDA - Commodities	182,446.00	0.00	15,203.83	0.00	0.00%
47113	Breakfast	725,650.00	(373,308.30)	60,470.83	(63,076.30)	104.31%
47114	USDA - Other	403,651.00	(137,090.22)	33,637.58	(8,992.42)	26.73%
49800	Transfers In	0.00	0.00	0.00	0.00	0.00%
	Total Revenues	3,125,692.00	(1,488,985.69)	260,474.33	(244,449.15)	93.85%
Expenditures						
73100	Food Service	(2,960,192.00)	1,983,355.04	(246,682.67)	225,285.10	91.33%
99100	Transfers Out	(165,500.00)	0.00	(13,791.67)	0.00	0.00%
	Total Expenditures	(3,125,692.00)	1,983,355.04	(260,474.33)	225,285.10	86.49%
Total 143	Central Cafeteria	0.00	494,369.35	0.00	(19,164.05)	0.00%

The chairman reported for the mayor's office. He presented to the board a private act that the Governor has signed to send back to the board, the private act establishes the Fayette County Water Authority. The water authority can operate anywhere in the county but outside the city's jurisdiction. This will be a stand-alone entity. He stated that this will be back in front of the board next month and it will take a 2/3 vote to pass.



State of Tennessee

PRIVATE CHAPTER NO. 48

HOUSE BILL NO. 2978

By Representative Gant

Substituted for: Senate Bill No. 2962

By Senator Walley

AN ACT to create the Fayette County Water Authority.

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

SECTION 1.

(a) A governmental authority to be known as the "Fayette County Water Authority" is hereby created and established for the purpose of planning, acquiring, constructing, improving, extending, furnishing, equipping, financing, owning, operating, and maintaining a water and wastewater system. Such system shall include distribution, storage, treatment, and collection facilities, properties, and services, as hereinafter provided, the selling, donating, conveying, or otherwise disposing of water and wastewater, and undertaking any project or work related thereto or connected therewith. The authority shall be a public and governmental body acting as an instrumentality and agency of the county and the powers granted are for public and governmental purposes and matters of public necessity.

(b) The purpose of the authority is to plan and develop the water resources of Fayette County and the geographic region and to provide necessary wastewater collection and treatment attendant thereto. The further purpose of the authority is to provide environmental services and to secure economic benefits to the county and geographic region that it encompasses and may serve.

SECTION 2. Whenever used in this act, unless a different meaning clearly appears in the context, the following terms, whether used in the singular or plural, shall be given the following respective interpretations:

(1) "Authority" means the Fayette County Water Authority created by this act;

(2) "Board" means the board of directors of the authority;

(3) "Bonds" means bonds, interim certificates, or other obligations of the authority issued pursuant to this act, including joint obligations of the authority and the county or municipalities;

(4) "County" means Fayette County, Tennessee;

(5) "County legislative body" means the Fayette County board of commissioners, county commission, or legislative body of Fayette County;

(6) "Governing body" means the chief legislative body of a county or municipality;

(7) "Municipality" means any other county, incorporated city or town, board or commission, or other municipal, governmental body, or subdivision in this state, now or hereafter authorized by law to be created, that enters into an agreement with the authority as provided in Section 17 of this act;

(8) "Note" means notes or interim certificates of the authority issued pursuant to this act, including joint obligations of the authority and the county, and/or municipalities;

(9) "Person" means any individual, firm, partnership, association, corporation or any combination thereof;

(10) "Refunding bonds" means refunding bonds, issued pursuant to this act, including joint obligations of the authority and the county issued pursuant to this act and Tennessee Code Annotated, Title 9, Chapter 21, Parts 1 and 9, to refund bonds of the authority or refund bonds or notes issued to the county, or a municipality issued by such county, or municipality; the proceeds of which were used to construct, acquire, extend, improve, or equip all or a portion of a system acquired by the authority or to refund bonds, the proceeds of which were used for such purposes;

(11) "State" means the state of Tennessee; and

(12) "System" means a water and/or wastewater system, which shall include, but not be limited to, all rights, devices, buildings, land, easements, right-of-ways, distribution and reception networks and equipments used in the storage, treatment, recycling, and reclamation of sewage, of residential, commercial, and industrial waste of a liquid nature, to restore and maintain the water resources, including the chemical, physical, and biological integrity of the state's water; or any devices and systems used for the treatment and distribution of water, including intercepting sewers, outfall sewers, sewage collection systems, water storage facilities, water transmission lines, pumping, power, filtration, and other equipment and other appurtenances, extensions, improvements, remodeling, distribution and reception networks and all legal rights therein, additions and alterations thereof, elements essential to provide a reliable recycled supply, such as a standby treatment units and clear well facilities, and any works and networks associated therewith, pursuant to board approval.

SECTION 3.

(a) The authority shall have a board of directors in which all powers of the authority shall be vested. Each director shall have an equal vote in the affairs of the authority.

(b) The initial membership of the board of directors shall consist of five (5) directors appointed by the Fayette County mayor and confirmed by the county legislative body.

(c) All vacancies and subsequent appointments to the board of directors shall be filled by the Fayette County mayor, subject to confirmation by the county legislative body.

(d) A chairman of the board of directors shall be selected from the membership of the board.

(e) Each director shall be a resident of Fayette County and, once appointed by the county mayor and confirmed by the county legislative body, shall serve for a four (4) year term. Terms of the board of directors shall be staggered. The initial board of directors for the authority may serve terms less than four (4) years. The county mayor shall determine the length of the initial terms. Directors may be removed for cause at any time by majority vote of the board, with such removal being subject to approval by the county mayor and legislative body.

(f) A majority of the board membership shall constitute a quorum and the board shall act by vote of the majority present at any meeting attended by a quorum. Vacancies among the directors shall not affect their power and authority, so long as a quorum remains. Within thirty (30) days after selection of the board, the board shall hold a meeting to elect a chair, vice-chair, secretary, and treasurer, and such other officers as shall from time-to-time be deemed advisable by the board. The positions of chair and vice-chair shall be selected from the membership of the board of directors. The positions of secretary and treasurer can be selected from the membership of the board of directors, or filled by employees of the authority. If the secretary and/or treasurer position is appointed from the employees of the authority, they shall have no vote or membership

status on the board of directors, but shall receive compensation, as approved by the board, for their services.

(g) The secretary shall keep the minutes of all regular and special meetings of the authority. Such minutes shall be available for public inspection within thirty (30) days of the board's approval of the meeting's minutes, at the main office of the authority. The board shall have the ability to establish standards, rules, and policies, including reasonable hours of inspection and reproduction rates and fees for inspection of public documents possessed by the authority; however, no rule or policy may conflict with Tennessee law.

(h) The treasurer shall monitor and report the financial status of the authority at each board meeting and shall further be responsible for reporting all financial responsibilities and obligations to the board when requested.

(i) The board shall hold meetings at such times and places as the board may determine, but shall meet at least monthly. All meetings shall be open to the public. Notice of such meetings shall be given in a newspaper of general circulation in the county at least ten (10) days prior to such meeting being held. Special meetings may be called and held upon sufficient notice. Except as otherwise expressly provided, the board of directors shall establish its own rules of procedure, personnel policy, standard operations manual, and all other policies governing operation of the authority. Any action taken by the board exercising its powers under the provisions of this act may be exercised by majority vote or resolution at any regular or special meeting of which notice has been properly given to the public.

(j) All directors shall serve with or without compensation as the board may determine by resolution. The board, upon two-thirds (2/3) majority vote, may set compensation for its members up to, but not more than, four hundred dollars (\$400) per director, per meeting, of the authority; provided, however, that directors shall not be compensated for more than twelve (12) meetings in one (1) calendar year. Additional expenses incurred by any member of the board of directors, including training, travel, certifications, and reasonable expenses associated with serving as a board member shall be compensated or reimbursed upon approval by the board of directors and subsequent presentation, as requested, of supporting receipts.

SECTION 4. The authority shall have the following powers in addition to those specified in other sections of this act, together with powers incidental thereto or necessary for the performance of those hereinafter stated:

(1) To sue and be sued and to prosecute and defend at law or in equity, in any court having jurisdiction of the subject matter and of the parties;

(2) To have a seal and to alter the same at pleasure; provided, however, the absence thereof shall have no effect on the validity of any document, instrument, or other writing;

(3) To plan, establish, acquire, whether by purchase, exchange, gift, devise, lease, or exercise of the power of eminent domain to the extent authorized pursuant to general law, or otherwise, to construct, equip, furnish, improve, repair, extend, maintain, and operate one or more systems within or without the geographic boundary and service area of the county, and within any other county, municipality, or utility district within the state of Tennessee with the consent of the governing body of that particular county, municipality, or utility district, as such boundaries now or may hereinafter exist, and further including the power to hold in the name of the authority, by deed, title, or other conveyance, all ownership rights in all real and personal property, facilities, and appurtenances thereof which the board of the authority may deem necessary in connection herewith;

(4) To enter into agreements with the county and any other municipality for the orderly transfer of all, or any part of the system of the county, or such municipality, and to the extent permitted by law and contract, to assume, to

reimburse, or to otherwise agree to pay outstanding obligations or liabilities of the county or such municipality incurred to acquire, extend, or equip the system;

(5) To enter into agreements with the county and any other municipality to acquire by lease, gift, purchase, or otherwise any system or property related thereto, of the county, or such municipality and operate such system separately, or as a part of its system, or enter into agreements with the county, or any municipality providing for the operation of the authority and this system, or any portion thereof, owned by the county or municipality;

(6) To acquire, whether by purchase, exchange, gift, devise, lease, the exercise of the power of eminent domain, or otherwise, any and all types of property, franchises, assets, and liabilities, whether real, personal, or mixed, tangible or intangible, or whether or not subject to mortgages, liens, charges, or other encumbrances and to have, hold, sell, lease, exchange, donate, or convey its properties, facilities, and services, but only for the purpose of continuing the operation of any system by the authority, whenever the board of the authority shall find such action to be in furtherance of the purposes for which the authority is hereby created; provided, however, revenues of any system of the authority shall be accounted for in such manner as not to impair the obligations of contract with reference to bond issues or other legal obligations of the transferor and shall fully protect and preserve the contract rights vested in the owners of outstanding bonds, obligations, or contractual interests; provided, further, any income from the sale of such properties, facilities, and services shall be dedicated to the continued operation of any system by the authority;

(7) To buy, sell, store, treat, and distribute water; to collect and provide treatment for wastewater from, with, or to any municipality or other governmental unit of the state, or the United States, or any agency thereof, or any persons, whether public or private, and to enter into contracts, agreements, or other arrangements with the county, municipalities, or agencies of the state or United States, or other persons in connection therewith;

(8) To make and enter into all contracts, trust instruments, agreements, and other instruments with the county, any municipality, the state or agency thereof, the United States or agency thereof, or any person, including, without limitation, bonds, notes, loan agreements with the Tennessee local development authority or the Tennessee department of environment and conservation, and other forms of indebtedness as if it were a local government, as such term is defined in applicable statutes governing grants and loans to construct, equip, or extend the system and to enter into contracts for the management and operation of the system or any facility or service of the authority for the treatment, processing, collection, distribution, storage, transfer, or disposal of water and wastewater;

(9) To incur debts, to borrow money, to issue bonds and to provide for the rights of the holders thereof;

(10) To apply for, accept and pledge donations, contributions, loans, guarantees, financial assistance, capital grants, and gifts from the county, and any municipality, the state or any agency thereof, the United States government or any agency thereof, or any person whether public or private, for, or in aid of the purposes of the authority, to enter into agreements in connection therewith and to accept the same;

(11) To pledge all or any part of the revenues, receipts, donations, contributions, loans, guarantees, financial assistance, capital grants, or gifts of the authority, to mortgage and pledge one or more of its systems or any parts thereof, whether then owned or thereafter acquired, and to assign and pledge all or any part of its interest in and all rights under contracts and other instruments relating thereto as security for the payments of the principal, premium, if any, and interest on bonds, refunding bonds, loan agreements, or notes issued by the authority;

(12) To have control of its system, facilities, and services with the right and duty to establish, change, and charge rates, fees, rental, tolls, deposits, and other charges and fees for the use of the facilities and services of the authority and the sale of materials or commodities by the authority and to collect revenues and receipts therefrom, not inconsistent with the rights of the holders of the bonds, refunding bonds, and notes;

(13) To enter onto any lands, waters, and premises for the purpose of making surveys, inspections, soundings, and examinations and for the furtherance of the purposes authorized by this act;

(14) To use any right-of-way, easement, or other similar property right necessary or convenient in connection with a system, held by the county, municipality or state, or any political subdivision thereof, provided the governing body of such political subdivision consents to such use;

(15) To employ and pay compensation to such agents and professionals, including attorneys, accountants, engineers, architects, and financial advisors, as the board shall deem necessary for the business of the authority;

(16) To employ, hire, terminate and pay compensation to a system manager and employees thereof, which shall have such authority, duties, and responsibilities as the board deems necessary;

(17) To procure and enter into contracts for any type of insurance, surety or performance bond, or indemnity against loss or damage to property from any cause, including, but not limited to, general errors and omissions, property loss and casualty, loss of use and occupancy, against death or injury of any act by or for, or against, or for the benefit of, any member, officer, or employee of the authority in the performance of the duties of the office or employment, or the authority itself and any other insurable risk, including the payment of bonds, refunding bonds or notes, as the board in its discretion may deem necessary, and to exercise all rights, immunities and protections afforded by Tennessee law and the Governmental Tort Liability Act;

(18) To enter into, by contract or otherwise, a plan for pension, health, disability, hospitalization, death benefits, and any other insurance benefits granted to employees or members of the board of directors, by the board of directors of the authority;

(19) To exercise all powers expressly given to it and necessarily implied therefrom; to make and execute contracts and all other instruments necessary or convenient to do any and all things for the exercise of its powers hereunder; and to establish and make rules, policies, and regulations not inconsistent with the provisions of this act, deemed expedient for the management of the authority's affairs;

(20) To adopt by majority vote of the board purchasing procedures for utility districts as defined in Tennessee Code Annotated, Title 7, Chapter 82, Part 8, or any other purchasing, accounting, or fiscal management act provided for municipalities by state law; and

(21) To make all necessary investments, at the discretion of the board, consistent with the powers of local governments to make such investments as provided in Tennessee Code Annotated, Section 9-1-107.

SECTION 5. The authority may condemn in its own name any land, rights-in-land, easements, or rights-of-way which in the judgment of the board are necessary for carrying out the purposes for which the authority is created. Such property or interest in the property may be so acquired whether or not the same is owned or held for public use by persons having the power of eminent domain, or otherwise held or used for public purposes; provided, however, such prior public use will not be interfered with by the use to which such property will be put by the authority. The exercise of eminent domain power shall be approved by a majority of the membership of the board of directors for the authority. Such power of condemnation shall be

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exercised in the manner prescribed by any applicable statutory provisions now in force or hereafter enacted for the exercise of the power of eminent domain to the extent such authority is authorized by general law to exercise such power.

SECTION 6. The board shall prescribe and collect reasonable rates, fees, tolls, or charges for the services, facilities, maintenance, and commodities of any system operated by the authority and shall prescribe penalties for the non-payment thereof, and shall revise such rates, fees, tolls, or charges from time-to-time whenever necessary to ensure that any system operated by the authority shall be and always remain self-supporting. The rates, fees, tolls, or charges prescribed shall be in such amount as to always produce revenue at least sufficient:

(1) To provide for all expenses of operation and maintenance of the system, including reserves therefrom;

(2) To pay when due all bonds, notes, and interest in premiums thereon for the payment of which such revenues are or shall have been pledged, charged, or otherwise encumbered, including reserves therefor;

(3) To provide for the operation, extension, or improvement of the system; provided, the authority shall have the power to charge equal, or different rates, to the county, and any municipality hereinafter entering into such an agreement with the authority as provided in Section 17 of this act, sufficient to cover, pay or retire all debts attributable and identifiable to any one system of the authority, and proportionally allocated to a particular system of the authority. At any time, or when any debts of systems of the authority have been paid in full, the board, at its discretion may choose to institute or set a uniform rate for the authority. This provision shall apply to the rates charged for the provision of services as outlined in Section 4; and

(4) To provide for all salaries and wages and benefits for the employees and members of the board of directors for the authority.

SECTION 7.

(a) The authority may issue, by resolution adopted by the board, interest-bearing bond anticipation notes for all purposes for which bonds may be legally authorized and issued by the authority. Such notes shall be secured from proceeds received from the sale of the bonds in anticipation of which the notes are issued and additionally secured by a lien upon the revenues of the system based on parity with the bonds in anticipation of which such notes are issued. In no event shall the amount of outstanding bond anticipation notes exceed the principal amount of the bonds to be issued by the authority. The notes shall mature not later than two years from their date of issuance and may be extended or renewed for not more than two additional periods of two years each by resolution of the board and the issuance of renewal or extension notes.

(b) Notes shall be sold at public or private sale for not less than ninety-seven percent (97%) of the par value thereof and accrued interest as the board may direct. Notes may be sold in one or more series, may bear such date or dates, may bear interest at such rate or rates, which may vary from time to time, may be payable at such time or times, may be in such denomination or denominations, may be in such form, either coupon or registered, may be payable at such place or places, may be executed in such manner, may be payable in such medium of payment, may be subject to such terms of redemption, without a premium or, for notes sold for not less than the par value thereof and accrued interest without or with a premium, all as may be provided by resolution of the board.

(c) Notes shall be executed in the name of the authority by the proper officials authorized to execute the same, together with the seal of the authority attached thereto.

(d) The proceeds arising from the sale of such notes shall be dispersed as provided by the resolution authorizing the issuance of the notes. The term "bond anticipation notes" includes interim certificates or other temporary obligations, which may be issued by the authority to the purchaser of such notes on the terms and conditions herein provided. When the bonds are issued and sold, a sufficient amount of the

proceeds of the bonds shall be applied to the payment of the notes at their maturity or upon their earlier redemption as directed by the board by resolution.

(e) The authority may also issue "bond application notes", which also includes the issuance of "grant anticipation notes", to be secured by the grant in anticipation of which such notes are issued, with all provisions of this section being applicable to such grant anticipation notes.

SECTION 8.

(a) The authority shall have the power to issue bonds from time to time to finance the construction, purchase, acquisition, extension, improvements, and equipping of one or more systems. All bonds issued shall be payable solely out of the revenues and receipts derived from the system for which such bonds are issued or as may be designated in the proceedings under which the bond shall be authorized to be issued. Such bonds may be issued in one or more series, may be executed and delivered at any time, may be in such form and denomination and of such terms and maturities. The bonds may be subject to redemption prior to maturity, either with or without premium, may be in fully registered form, may bear such conversion privileges and may be payable in such installments and at such time or times not exceeding forty years from the date thereof. Such bonds may be payable at such place or places whether within or without the state of Tennessee, may bear interest at such rate or rates payable at such time or times and at such place or places and evidenced in such manner, and may contain such provisions not inconsistent herewith, as provided in the proceedings where under the bond is authorized to be issued.

(b) Bonds may be sold at public or private sale for such price and in such manner and form, and from time to time as may be determined by the board of directors to be most advantageous, and the authority may pay any and all expenses, premiums, and commissions which the board of directors may deem necessary or advantageous in connection with the issuance thereof.

(c) All bonds and interest applicable thereto are hereby made and shall be construed to be negotiable instruments.

(d) Interim certificates or notes or other temporary obligations pending the issuance of revenue bonds shall be payable out of the proceeds of bonds or other funds of the authority available for such purpose.

(e) Proceeds of bonds may be used for the purpose of construction, acquiring, reconstructing, improving, equipping, furnishing, bettering, or extending a system, including the payment of interest on the bonds during the construction of any project for which bonds are issued and for two years after the estimated date of completion, the payment of engineering, physical, architectural, bond insurance, and legal expenses incurred in connection therewith and the issuance of bonds and the establishment of a reasonable reserve fund for the payment of principal of, and interest on, such bonds if a deficiency occurs in the revenues and receipts available for such payment.

SECTION 9.

(a) Any bonds at any time outstanding may at any time and from time to time be funded by the issuance of refunding bonds in such amount as the board may deem necessary, but not exceeding the sum of the following:

(1) The principal amount of the bond being refinanced;

(2) Applicable redemption premiums thereon;

(3) Unpaid interest on such bonds to the date of delivery or exchange of the refunding bonds;

(4) If the proceeds from the sale of the refunding bonds are to be deposited in trust as hereinafter provided, interest to accrue on such obligations from the date of delivery to the feet or any subsequent available redemption date

or dates elected, in its discretion, by the board, or to the date or dates of maturity, whichever shall be determined by the board to be the most necessary or advantageous to the authority;

(5) A reasonable reserve fund for the payment of principal, interest on, and expenses associated thereto and related to such bonds and/or a renewal and replacement reserve;

(6) If the project to be constructed from the proceeds of the obligations being refinanced has not been completed, an amount sufficient to meet the interest charged on the refunding bonds during the construction of such project and for two (2) years after the estimated date of completion (but only to the extent that interest charges have not been capitalized from the proceeds of the obligation being refinanced); and

(7) Expenses, premiums, and commissions of the authority, including bond discounts deemed by the board to be necessary for the issuance of the refunding bond. A determination by the board that any refinancing is necessary or advantageous to the authority, or any of the amounts provided in the preceding sentence, shall be included in such refinancing, or that any of the obligations to be refinanced shall be called for redemption on the first or on any subsequent available redemption date, or permitted to remain outstanding until the respective dates of maturity, shall be conclusive.

(b) Any such refunding may be effected whether the bonds to be refunded have matured or shall thereafter mature, either by the exchange of the refunding bonds for the bonds to be refunded thereby with the consent of the holders of the bonds so to be refunded, or by sale of the refunding bonds and the application of the proceeds thereof to the payment of the bonds refunded thereby, and regardless of whether or not the bonds to be refunded were issued in connection with the same projects or separate projects and regardless of whether or not the bonds proposed to be refunded are payable on the same date or different dates or shall be due serially or otherwise.

(c) At the time of delivery of the refunding bonds, if the bonds to be refunded will not be retired or a valid or timely notice of redemption of the outstanding bonds is not given in accordance with the resolution, indenture, or other instrument governing the redemption of the outstanding bonds, then, prior to the issuance of the refunding bonds, the board shall cause to be given adequate notice of its intention to issue the refunding bonds. The notice shall be given by mail to the owners of all outstanding bonds to be refunded to their addresses shown on the bond registration records for outstanding bonds, given by publication, or given by such other reasonable means intended to give reasonable notice to the owners, pursuant to the laws of this state. The notice shall set forth the estimated date of delivery of the bonds or refunding bonds and identify the bonds, or the individual maturities thereof, proposed to be refunded; provided, that if portions of individual maturities are proposed to be refunded, the notice shall identify the maturities subject to partial refunding and the aggregate principal amount to be refunded within each maturity. If the issuance of the refunding bonds does not occur as provided in the notice, the governing body shall cause notice thereof to be given as provided above. Except as otherwise set forth in this section, the notice required pursuant to this section shall be given whether or not any of the bonds to be refunded are to be called for redemption.

(d) If any obligations to be refunded are to be called for redemption, notice of redemption shall be given in a manner required by the proceedings authorizing such outstanding obligations.

(e) The principal proceeds from the sale of any refunding bonds shall be applied only as follows, either:

(1) To the immediate payment and retirement of the bonds being refunded; or

(2) To the extent not required for immediate payment of the bonds being refunded, such proceeds shall be deposited in trust to provide for the payment

and retirement of the bonds being refunded and to pay any expenses incurred in connection with such refunding, but provisions may be made for the pledging and disposition of any surplus, including, without limitation, provisions for the pledging of any such surplus to the payment of the principal of premium, if any, and interest on any issue or series of refunding bonds. Money in any such trust fund may be invested at the discretion of the board.

(f) Nothing herein shall be construed as a limitation on the duration of any deposit trust for the retirement of obligations being refunded, but which shall not have matured and which shall not be presently redeemable or, if presently redeemable, have not been called for redemption.

SECTION 10.

(a) The principal of, or premium, if any, and interest on any bonds, refunding bonds and notes may be secured by pledge of revenues from future or current receipts of the authority, or any one or more systems. The proceedings under which the bonds, refunding bonds, or notes are authorized to be issued may contain any agreements, provisions, and covenants respecting the maintenance of such system or other facilities covered thereby; the fixing and collection of rents, fees, or payments with respect to any system or portion thereof covered by such proceedings; the creation and maintenance of special funds from such revenues and from the proceeds of such bonds, refunding bonds, and notes; and the rights and remedies available in the event of default, all as the board shall deem advisable and not in conflict with the provisions of this act. To the extent provided in the proceedings authorizing any bonds, refunding bonds, or notes, each pledge and agreement made for the benefit of security of any of the bonds, refunding bonds, or notes shall continue in effect until the principal of, and interest on, the bonds, refunding bonds, or notes for the benefit of which the same were made shall have been fully paid or adequate provision for the payment thereof shall have been made by the authority. In the event of a default in such payment or in any agreements of the authority made as part of the proceedings under which the bonds, refunding bonds, or notes were issued, such payment or agreement may be enforced by suit, mandamus, or the appointment of a receiver in equity, or the proceedings under which the bonds, refunding bonds, or notes are issued.

(b) The board may designate the appropriate officials to execute all documents necessary to guarantee or in any other manner to secure the payments of the bonds or notes of the authority, provided, however, the approval of the county legislative body or other security shall have been obtained before the execution of such documents. Provided, further, prior to any meeting where the county legislative body will consider such authorization, the board shall cause reasonable public notice to be published describing the matter to be considered and containing an estimate of the dollar amount of any contingent liability incurred by the county, if such authorization is given.

(c) Bonds, notes, or refunding bonds may constitute a joint obligation of the authority and the county. Each such bond, note, or refunding bond upon which the county is jointly obligated with the authority may be secured by the full faith and credit and unlimited ad valorem taxing power of the county. Bonds, notes, or refunding bonds issued as a joint obligation of the authority and the county shall be issued in the form of and manner described in Tennessee Code Annotated, Title 9, Chapter 21, Parts 1, 2, and 9 where applicable and in the event of a conflict between this act and Tennessee Code Annotated Title 9, Chapter 21, Parts 1, 2, and 9, then the provisions of Tennessee Code Annotated shall prevail. Notes issued as a joint obligation between the authority and the county shall be issued in the form and manner prescribed in Tennessee Code Annotated, Title 9, Chapter 21, Parts 1, 4, and 5, where applicable. In the event of a conflict between this act and Tennessee Code Annotated Title 9, Chapter 21, Parts 1, 4, and 5, then the provisions of Tennessee Code Annotated shall prevail.

(d) Any bond, note, or refunding bond issued under this act may be secured by a mortgage or deed of trust covering any or all parts of the property, real or personal, of the authority. Any pledge, or lien, on revenues, fees, rents, tolls, or other charges received or receivable by any local government to secure the payment of any bonds, notes, or refunding bonds issued pursuant to this act and the interest thereon, shall be valid and binding from the time the pledge or lien is created or granted and shall inure to

the benefit to the holder or holders of any such bonds, notes, or refunding bonds until payment in full of the principal and premium and the interest thereon. Neither the resolution, nor any other instrument granting, creating, or giving notice of the pledge or lien, or other such security interest need to be filed or recorded to preserve or protect the validity or priority of such pledge or lien.

SECTION 11.

(a) In accordance with the provisions of general law, the authority, its properties at any time owned by it, and the income and revenues therefrom shall be exempt from state, county and municipal taxation. To the extent authorized by a municipality, a county, or the general law, bonds, notes, and refunding bonds issued by the authority and the income therefrom shall be exempt from all state, county and municipal taxation, except inheritance, transfer, and estate taxes, or except as otherwise provided by state law. For purposes of Tennessee Code Annotated, Title 48, Chapter 2, and any subsequent amendments thereto, bonds issued by the authority shall be deemed to be securities issued by a public instrumentality or political subdivision of the state.

(b) Neither the Tennessee public utility commission nor any other board or commission of like character hereinafter created, shall have jurisdiction over the authority in the management and control of the system or systems of the authority including the regulation of its rates, fees, tolls, or charges, except to the extent provided by Title 7, Chapter 82 or this act. The authority acknowledges that it is subject to regulation by the department of health and the department of environment and conservation as a public water supply and public sewage system.

SECTION 12.

(a) Neither the county, the state, nor any municipality other than the authority shall, except as may otherwise be authorized by the board of directors of the authority and the governing body of the particular governmental entity, in any event be liable for the payment of the principal of, premium, if any, or the interest on any bonds, notes, or refunding bonds of the authority, or for the performance of any pledge, obligation, or agreement of any kind whatsoever which may be undertaken by the authority, and none of the bonds, notes, or refunding bonds or any of its agreements or obligations shall be construed to constitute an indebtedness of the state, the county, or any municipality within the meaning of any constitutional or statutory provisions whatsoever.

(b) Bonds, notes, or refunding bonds of the authority shall not constitute a debt or a pledge of the full faith and credit of the state, the county, or any municipality, except as may otherwise be authorized by the governing body of the county, or municipality, and the holders or owners of such bonds shall have no right to have taxes levied by the county, municipality, the state, or any other taxing authority within the state for the payment of principal or premium, if any, and interest on such bonds, but shall be payable solely from revenues and monies pledged for their payment.

(c) Except as may otherwise be authorized by the legislative body of the county as specified in this act, all such bonds shall contain on the face thereof a statement to the effect that the bonds, refunding bonds, or notes are not a debt of the county or any other taxing authority of the county or within the state, but are payable solely from the revenues and monies pledged for the payment thereof.

SECTION 13. No part of the net earnings of the authority remaining after payment of its expenses shall inure to the benefit of any persons except that, at such times as no bonds, notes or refunding bonds of the authority are outstanding and unpaid and adequate provision has been made for the full payment of all liabilities, obligations, and contracts of the authority and the authority shall have, by operation of law, been terminated, any assets of the authority, to the extent not necessary for such purposes, shall be paid to the county and to any other municipality represented on the board, in proportional amounts equal to their indebtedness and obligation to the authority and its bonds, notes, and refunding bonds. To the extent allowed by this act, nothing herein contained shall, prevent the board from transferring its properties in accordance with the terms of any contract, agreement, or covenant entered into or undertaken by the authority.

SECTION 14.

(a) The board shall annually establish and adopt a budget for the authority commensurate with established policies and procedures authorized by the board and allowable under Tennessee law. The fiscal year for the authority shall run from the first day of July of each year until the last day of June of each annual and subsequent year.

(b) The board shall cause to be prepared each fiscal year an annual audit of the books and records of the authority. The audit shall comply with generally accepted governmental auditing standards as established by the comptroller of the treasury for the state of Tennessee, department of audit, pursuant to Tennessee Code Annotated, Section 4-3-304. A copy of such annual audit shall be filed with the office of county mayor of Fayette County, as well as the county clerk and shall be available for public inspection at reasonable business hours in the main office of the authority.

(c) The board shall establish employment procedures, personnel policies, general directives, compensation levels, retirement plans, insurance plans, and benefits necessary for the operation of the authority, or for the employees of the authority.

(d) Nothing in this act shall prevent the authority and its board from using separate accounts, or separate accounting books to account for the funds, revenues, assets, debts and liabilities for one or more system or systems under the authority's control, pursuant to authorization from the board.

(e) The board may, from time to time, establish other controlling policies, procedures, rules and documents allowable under Tennessee law and necessary for the operation of the authority.

SECTION 15.

(a) The county may take all actions hereunder by resolution of its governing body. The county shall have all powers necessary to further the purposes of this act, including, without limitation, the power to sell, lease, dedicate, donate, or otherwise convey to the authority any of its interest in any existing water and wastewater system, franchises, assets, liabilities, or other related property, whether real or personal, or mixed, tangible or intangible, and whether or not subject to mortgages, liens, charges, or other encumbrances, or grant easements, licenses, or other rights or privileges therein to the authority and to contract with the authority.

(b) The county, through its legislative body, is authorized to issue joint obligations with the authority and to pledge its full faith and credit and unlimited taxing power to such bonds, notes, or refunding bonds, and to guarantee the bonds, notes, or refunding bonds as set forth in Section 10.

(c) The county may enter into agreements with the authority for the orderly transfer of all or any part of its system and to enter into agreements with the authority to assume to pay or to refund bonds, refunding bonds, and notes issued by the county or loan agreements entered into by the county to acquire, construct, or equip all or any part of a system.

(d) The county may advance, donate, and lend money to the authority and provide that funds and grants available to it for assistance shall be paid to the authority.

(e) The county has the power to enter into any contract or agreements with the authority that the board deems necessary to carry out the purposes of this act.

SECTION 16. Neither this act, nor anything herein contained, shall be construed as a restriction or limitation upon any powers which a county or municipality might otherwise have under any laws of the state, but shall be construed as cumulative of, and supplemental to, any such powers. Nothing herein shall be construed to deprive the State of Tennessee and its governmental subdivisions of their respective police powers, or to impair any power of any official or agency of the state and its governmental subdivisions, which may otherwise be provided by law.

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SECTION 17. The authority is hereby authorized to enter into contracts and agreements to receive rights and assets from any municipality, which pursuant to a resolution of its governing body, shall have sold, leased, transferred, dedicated, donated or otherwise conveyed its system rights and assets to the authority for ownership and operation by the authority. Any municipality seeking to enter into such agreements with the authority shall have the same rights and liabilities as it would otherwise have in entering into a similar agreements with a water/wastewater treatment authority as provided by Tennessee Code Annotated, Title 68, Chapter 221, Part 6, and as provided by the utility district law, Tennessee Code Annotated, Title 7, Chapter 82.

SECTION 18. This act is remedial in nature and shall be liberally construed to accomplish its purpose of providing for a systematic and efficient means of distributing and encouraging the best utilization and conservation of water resources and wastewater services and the powers herein granted may be exercised without regard to requirements, restrictions, or procedural provisions contained in any other law or charter except as herein expressly provided. Provided, that nothing in this act shall be deemed to supersede any general law. The continued operation of any municipality entering into an agreement with authority, as provided in Section 17, shall be in compliance with the utility district law, Tennessee Code Annotated, Title 7, Chapter 82.

SECTION 19. If any provision of this act or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect any other provision or application of the act which can be given effect without the invalid provision or application, and to that end, the provisions of this act are declared to be severable.

SECTION 20. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of Fayette County. Its approval or nonapproval shall be proclaimed by the presiding officer of the legislative body and certified to the secretary of state.

SECTION 21. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective as provided in Section 20.

HOUSE BILL NO. 2978

PASSED: March 21, 2024

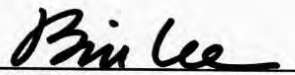


CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 9th day of April 2024



BILL LEE, GOVERNOR

The chairman presented a copy of the budget that will be presented to each committee in May, he stated that the numbers are worst case scenario, with many deficits. Next, the chairman stated that Buc-ee's is coming to Fayette County in Gallaway.



FAYETTE COUNTY, TENNESSEE

I-40 Exit 28
Gallaway, Tennessee

Buc-ee's By The Numbers

1982: First Buc-ee's Built in Clute, TX
2: Owners; Beaver Aplin & Don Wasek
74,000 Sq. Ft.: Size of Travel Center
120: Fueling Positions
71: Clean Restrooms
0: Semi-Trucks Allowed / NOT a Truck Stop

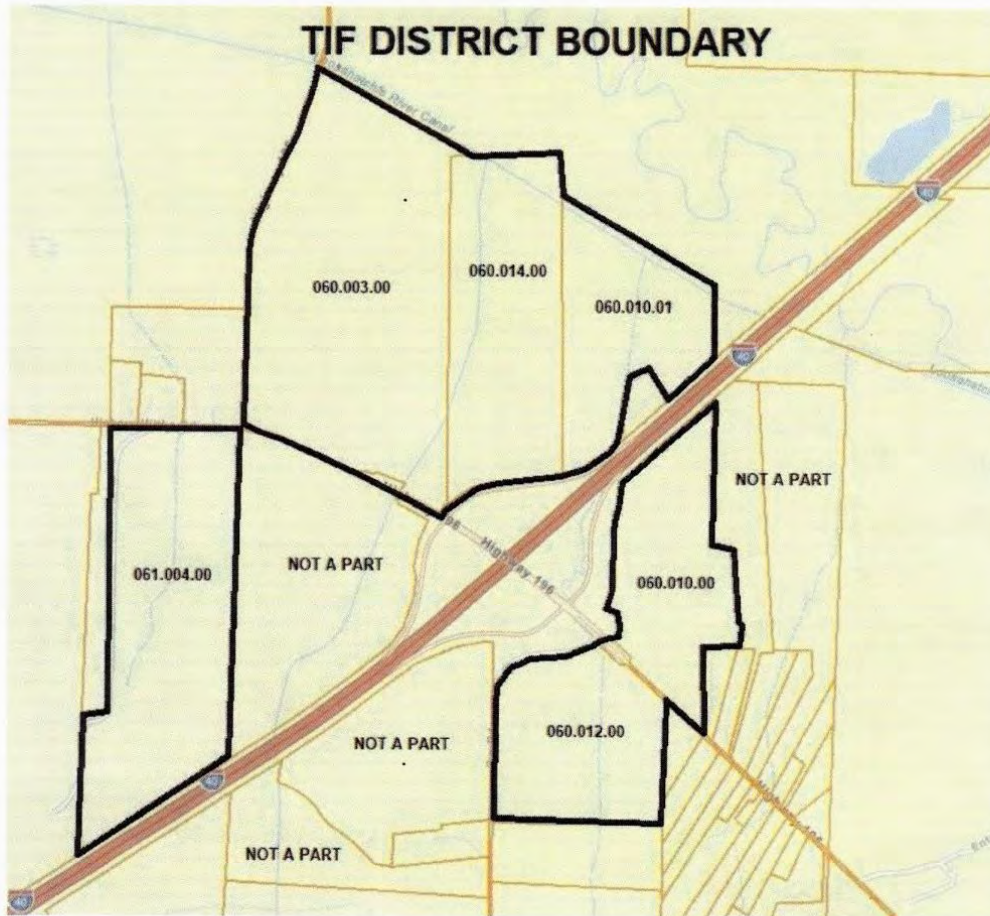
46: Total Operating Stores as of 2023
28: Travel Centers in 7 States
\$17 to \$19/Hr: Starting Wage, w/ Benefits
175-250: Typical Number of FTEs
\$9,000,000: Typical Annual Payroll



\$60,000,000+: Typical Capital Expenditure Per Location
\$50,000,000+: Annual Gross Taxable Sales (not counting fuel)
18,000,000+: Annual Gallons of Fuel Sold
4,000-8,000+: Cars Per Day Visiting Store
100,000+: Visitors Inside the Store Weekly
5,200,000+: Visitors Inside the Store Annually
50%: Visitors Come from Outside of the State
80%: Customers Come From Outside of County

Exhibit C

Plan Area



This will be presented to the Industrial Development Board on May 13, 2024, they are asking to create a Tax Incremental Financing District (TIF), all that means is that they are putting a lot of infrastructure in that area, about \$17,000,000.00 of infrastructure will be put into place. Over half of that will be on the roads, water and sewers, and leveling.

There were no new reports for the sheriff's office, board of education, juvenile court, board of public works, or the planning department.

Charles McNab reported for the Trustee's office. He stated that \$213,000.00 was collected in interest last month, which brings the total so far for this year to \$1,498,000.00. He thinks that they may end the year close to about \$2,000,000.00. The 2023 property taxes that have been collected are at 96.46%.

Commissioner Robert Sills reported for the Development Committee which met on April 8, 2023. The committee discussed the solar farm regulation review committee, solar farm permit status, railroad easement donation request by the town of Somerville, Bernard Community Center, airport year-to-date budget report, bi-directional amplifier system, and the airport and development office.

Commissioner Robert Sills made the motion to approve the members of the Solar Farm Regulation Review Committee which will include the Development Committee, Debbie Sullivan, Farm Bureau Representative, Engineer, Realtor, Jim Atkinson, and Gordon Tomlin. The motion was seconded by Commissioner Norton and passed unanimously.

DEVELOPMENT COMMITTEE

**Minutes
April 8, 2024**

Present

Moore Norton Sills Laskoski Reeves, M

- 1) Solar Farm Regulation Review Committee
 - Mayor Taylor presented an outline for the members of the committee which includes:
 1. Development Committee
 2. Debbie Sullivan, BZA Chair
 3. Farm Bureau Representative
 4. Engineer
 5. Realtor
 6. Jim Atkinson, Fayette County Planner
 7. Gordon Tomlin, Fayette County Planning Commission Chair
 - After discussion, the committee voted to recommend approval, on a motion by Norton, seconded by Reeves, M
- 2) Soar Farm Permit Status
 - The committee asked how the solar farm moratorium was going and what was the status of the one application that was moving through the process.
 - Jim Atkinson, Fayette County Planner, reported to the committee that no more applications are being accepted. One application is being reviewed and has been to the BZA. One other, Yum Yum Solar by Inventergy, is in the final stages of the process.
 - The committee looked at the minutes and requested that the wording be changed to reflect the intent of the motion that no more applications be accepted.
 - After discussion, the committee approved the motion by Laskoski, seconded by Moore.
- 3) Railroad Easement Donation Request by Town of Somerville
 - The Town of Somerville asked that the remaining easement from the L&N Railroad that left the county in the 1970's be transferred to them.
 - Mayor Taylor reviewed the adopted County Commission process of offering the easement to the adjoining property owners for a token payment.
 - The committee asked that the adjoining property owners be contacted by mail and informed of the easement offer and the request of Somerville.
 - The request will be reviewed at the committee next month.
- 4) Bernard Community Center
 - Mayor Taylor reviewed with the committee his discussion with board members of the Bernard Road Community Association (BRCA).

- He went over a list of items for a lease for the facility, which included an annual lease amount of \$1 per year; BRCA would be responsible for all maintenance except for large items (such as roof or HVAC); and reporting requirements.
 - The committee discussed the list and thought more details were needed on who was responsible for what types of repairs and maintenance. The committee asked the County Attorney to draft a lease.
 - The committee will review the draft next month.
- 5) Airport YTD Budget Report
- The committee reviewed the provided year-to-date (YTD) budget report on the airport with Rusty Bliss, Fayette County Airport Manager.
- 6) Airport Facility Lease – Experimental Airplane Association (EAA)
- The EAA has provided volunteer help to refurbish the old Quonset hut hangar at the airport. They are requesting a lease so that they can have their meeting and programs at the facility. They would like to use their provided labor as payment for a lease.
 - Rusty Bliss described their request and how they are helping with educational programs and other airport activities. He said he did not have a lease now but wanted to give the committee notice that he will be coming back with a request next month.
- 7) Fire Department – Bi-Directional Amplifier System – Discussion
- Fire Chief Richard Hartfield requested that regulations be adopted that would require facilities to be constructed so that emergency personnel can communicate with radios when inside a facility. If communications won't work because of the size of a facility or the materials it was constructed with, then an amplifier would be required to allow communications.
 - He would be back with a resolution asking that the Planning Commission address his request next month.
- 8) Budget Amendment – General Fund 101 – Airport and Development Office
- A request for moving of funds that did not affect the fund balance was requested.
 - After discussion, the committee recommended approval on a motion by Norton, seconded by Laskoski.

Meeting adjourned.

Commissioner Robert Sills made the motion to have the minutes amended to reflect the intent of the motion that no more Solar Farm permits be accepted. The motion was seconded by Commissioner Norton and passed unanimously.

The chairman addressed the board about the lease of Bernard Community Center. Commissioner Steve Reeves made the motion to approve the lease with hours of operation being added to the lease. The motion was seconded by Commissioner Oglesby. Commissioner Leggett suggested that the limit needs to be set for the liability insurance of a minimum of \$1,000,000.00. Commissioner Perkins asked to set it to no alcohol. Commissioner Leggett asked for this to be tabled until next month's meeting. The motion was seconded by Goodroe and passed unanimously.

LEASE OF BERNARD COMMUNITY CENTER

Agreement made this the ____ day of _____, 2024 between Fayette County, Tennessee, a government entity, herein referred to as prospective lessor, and the Bernard Community Association, herein referred to as prospective lessee.

RECITALS

1. Prospective lessee desires to lease the premises located at 90 Bernard Road, Mason, Tennessee.
2. Fayette County, Tennessee, a governmental entity, owns the Real Property located at 90 Bernard Road, Mason, Tennessee.
3. Said property has been known as the Bernard Community Association.
4. The property is designated as Map 022, Parcel 014.03 in the Fayette County, Tennessee Tax Assessor's Office.
5. The parties desire to enter an agreement defining their respective rights and duties in any subsequent lease.

The covenants and conditions herein shall apply to and bind the heirs' legal representatives and assigns of the Parties here to and all covenants are to be continued as conditions of this Lease In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE
TERMS AND CONDITIONS OF LEASE

That the lease will renew automatically each year. That the property is to be used as a Community Center. That it cannot be sold or leased or sublet without the approval of Fayette County, Tennessee through approval of the terms thereof by the Fayette County Commission. The premises shall be used as a meeting place of a non-profit Community Center with the following requirements:

- There would be a maximum of seventy-five people at any event.
- The rental rate structure (included as an attachment) would be the decision of the association, but notification to the County Commission would be required prior to any change going into effect.
- The attachments provided by the association are included in the lease agreement.
- An event agreement will be required for each event at the center and must be signed by a person responsible for the event. The agreement must be reviewed by the County Attorney for Completeness and his approval will be required for its use.
- The lessee must obtain liability insurance and make the county an additional insured.
- At any time, Fayette County, through the Fayette County Mayor, may inspect the facility.
- The lessee will give quarterly reports on its use, the number of participants at each event, and a calendar of current and future events.

- When public events are scheduled, notice to the County Mayor will be made as soon as possible. (Events including TDOT, Blue Oval, advocacy events, etc.)

SECTION TWO RENTAL

Prospective lessee shall pay a total rental fee of One Dollar (\$1.00) per year payable on the ____ day of April each year. Prospective lessee shall use the demised premises only for the purpose of a non-profit Community Center. The rent is for the building only and associated parking.

SECTION THREE DESTRUCTION OF PREMISES

In the event the leased premises are destroyed, rendered uninhabitable, abandoned or ceases to be used as a community center, the lease herein is automatically terminated.

SECTION FOUR FACILITY EXPENSES

The prospective lessee shall be responsible for all expenses of the facility, subject to the following caveats:

- Repairs of the building for items over \$2,500.00, such as roof, heating/ac, etc., would be the responsibility of the County.
- All other repairs and upkeep would be the lessee's responsibility.
- The cost for the utilities that are shared with the Fayette County Sheriff's Department will be prorated between the entities. Lacking any mechanical devise to ascertain the amount each entity uses, each entity shall pay one-half of the cost. As of now that cost is only for electricity provided by Chickasaw Electric Cooperative.

SECTION FIVE TERMINATION OF LEASE

Either Party shall have the right to terminate this lease upon giving sixty (60) days written notice to Walter Brewer. That at the end of the term of this lease, lessee shall quit and deliver up the premises to Fayette County, Tennessee in as good a condition as it is now, ordinary wear and damage by the elements expected.

IN WITNESS WHEREOF the parties have executed this Instrument this the ____ day of _____ 2024.

THE BERNARD COMMUNITY ASSOC.
By: _____

FAYETTE COUNTY, TENNESSEE
By: Rhea Taylor
County Mayor

STATE OF TENNESSEE
COUNTY OF FAYETTE

Before me, a Notary Public in and for said state and county, duly commissioned and qualified, personally appeared **THE BERNARD COMMUNITY ASSOCIATION, BY _____, AND FAYETTE COUNTY, TENNESSEE, BY RHEA TAYLOR, COUNTY MAYOR**, to me know to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal at Office this the ____ day of _____ 2024.

NOTARY PUBLIC

My Commission Expires: _____

THIS INSTRUMENT WAS PREPARED BY:
RICHARD G. ROSSER
ATTORNEY AT LAW
102 EAST COURT SQUARE
SOMERVILLE, TN 38068
901-465-5624

Commissioner Goodroe reported for the Health and Welfare Committee, which met on April 8, 2024. The committee discussed the ambulance report, Drug Free Fayette Advisory Board members, Drug Free Fayette media campaign, animal shelter director, household hazardous waste event, temporary personnel, and veterans and county coroner.

HEALTH AND WELFARE COMMITTEE

Minutes
April 8, 2024

Present

Reeves, S Goodroe Perkins Leggett Canady

- 1) Ambulance Report
 - Glenn Miller, Fayette County Ambulance Director, reported to the committee on last month's activity.
 1. There were 18 times when all ambulances were out and 4 times when ambulances were out, and calls were holding.
 2. The average length of response time was 11 minutes 2 seconds.
 3. Actual expenses were lower than budgeted, and revenues were higher.
 4. He currently has two positions open that he is filling with part-timers.
- 2) Drug Free Fayette – new board members
 - The Drug Free Fayette Advisory Board requested that two new members be added to the board:
 1. Stan Smith, First Baptist Church Pastor
 2. Alvin Wright, Fayette County Health Department
 - After discussion the committee voted to recommend the appointments on a motion by Leggett, seconded by Perkins.
- 3) Drug Free Fayette Media Campaign
 - Kayla Dillon, Drug Free Fayette Director, brought a request from the Drug Free Fayette Board to use opioid funds to fund a media campaign to raise awareness of the hazards of drugs. The campaign will use radio spots and social media to get the word out. It will be aimed at parents of kids and students.
 - After discussion, the committee voted to recommend approval on a motion by Reeves, S; seconded by Leggett.
- 4) Animal Shelter Director Discussion
 - The committee wanted to move forward with forming a job description for the director for the new animal shelter.
 - The committee asked that a draft be brought back next month for their consideration.
- 5) Household Hazardous Waste Event
 - Terry Chambers, Fayette County Solid Waste Director, reminded the committee that next Saturday, April 20th, from 8am till noon, a free event will be held at the landfill. Anyone with small amounts of household hazardous waste (paint, oil, poisons, etc.) could drop those off at the landfill for free. This is a program sponsored by the State of Tennessee that Fayette County has taken advantage of for many years.
- 6) Budget Amendment – Fund 116 – Temporary Personnel
 - A budget amendment was requested to move funds to temporary personnel. There was no change in fund balance.
 - After discussion, the committee voted to recommend approval on a motion by Leggett, seconded by Canady.
- 7) Budget Amendment – Fund 101 – Veterans and County Coroner
 - A request to transfer funds with no change in fund balance was made.
 - After discussion, the committee voted to recommend approval, on a motion by Leggett, seconded by Canady.

Commissioner Goodroe made the motion to approve the Drug Free Fayette Media Campaign. The motion was seconded by Commissioner Perkins and passed unanimously.

Drug Free Fayette Campaign Proposal- July 2024 to July 2025

According to prevention studies, youth are less likely to use addictive substances if their parents talk early and often about the risks, establish clear rules and consequences, and regularly monitor their activities (Scott &Krinke, 2019). The National Council on Alcoholism and Drug Dependence states that youth of parents who talk to their children about the dangers of substances early are 50 percent less likely to use drugs than those who do not receive these talks at home.

In 2022 the Fayette County Public School System attempted to survey students on the topics of substance use attitudes and behavior using the TN Together Student Survey with minimal parent affirmative consent. This resulted in a lack of data for statistical measure and was unsuccessful. Due to the affirmative consent laws put in place for education systems, the school system is looking into ways of increasing parent engagement. This would include affirmative consent for future surveys that would provide Drug Free Fayette with data on the attitudes and behavior of youth toward substances, and increase effective use of evidence-based campaigns that target primary prevention.

In the 2023-2024 academic year, Fayette County Public Schools Coordinated School Health made it a goal to "...host quarterly student-parent university workshops to support student wellness and parents will increase their knowledge and strategies for being engaged in helping to create a healthy school environment from the school health index results." This information was provided by the Director of Coordinated School Health for Fayette County Public Schools for the purpose of showing a need for parent engagement in the Fayette County Community.

In an effort to support the community needs of parent engagement, Drug Free Fayette would like to utilize opioid abatement funds allotted to Fayette County, TN to launch a campaign that uses Substance Abuse and Mental Health Services Administration (SAMHSA) campaign materials from "Talk. They Hear You".

"Talk. They Hear You." is in its 10th year of helping to prevent substance use in youth by equipping parents, caregivers, educators, and community members with conversation starter materials that can inspire frequent small conversations about substance use with their youth. This campaign gives practitioners like Drug Free Fayette permission to use and customize campaign materials to fit their community needs and as structured guide to launch a campaign. Because Fayette County is a bedroom community that shares a border with Shelby County, TN, most of the occupants are traveling outside of the county lines to work. In this 2024-2025 campaign, Drug Free Fayette would use PSA materials to target traveling parents, caregivers, and community members

by radio, targeted displays, PreRoll video, streaming TN ads, and smartphone geofencing as described in Appendix B. The fact sheets, brochures, and flyers provided by "Talk. They Hear You" would also be promoted in community businesses, local education facilities, and community events to raise overall awareness of the need for parent engagement on the topic of substance abuse and misuse as a primary prevention tool.

Parents, caregivers, educators, and community members are approached with easy to digest materials that get them thinking about their children's exposure, attitude, and behaviors toward substances and starts a conversation at home about substance safety. The goal of this campaign is to raise awareness about current substance misuse and primary prevention opportunities in the parent and caregiver populations of Fayette County. This primary prevention approach to increasing parent engagements will be determined effective by the number of materials distributed, the number of views and reactions on social media, the data received from geofencing and PSA ads campaigns, and the affirmative consent of parents for the upcoming 2024-2025 TN Together Student Survey. Included with this proposal in Appendix A is the proposed budget and campaign approach of Drug Free Fayette using Thomas Media, a local marketing organization, to promote "Talk. They Hear You" to members of the Fayette County community. Appendix B provides the media campaign strategies and cost breakdown with Thomas Media Radio Digital Events.

Appendix A

Recommended Campaign Budget:

The following is a recommended budget for the 2024-2025 synchronous campaign that would utilize opioid abatement funds.

Print, Stationary, and Forms: \$3,800

Printing breakdown:

flyers: \$800

trifolds: \$1200

post cards: \$600

other: \$1200

Talk. They Hear You. Campaign with Thomas Media:

Marketing/Communication/Advertisement: Campaign: \$50,000

PSA radio ads: free on WINN 106.9

Targeted Display: \$1,250/mo.

PreRoll Video/Streaming TN (OTT): \$1,000/mo.

Smartphone Geofencing: \$1,333/mo.

Website Design: \$5,450/12 mo.

Total Campaign Investment: \$49,950 July 1, 2024-June 30, 2025

Personnel Committee did not meet.

Commissioner Webb reported for the Education Committee which met on April 9, 2024. The committee discussed the library general fund budget amendment, schools general fund 141 budget amendment, and the school's projects federal fund 142 budget amendments.

EDUCATION COMMITTEE

**Minutes
April 9, 2024**

Present

Webb Salmon Reeves, M Rhea Moore

- 1) Budget Amendment – General Fund 101 – Library
 - A request to move funds into part-time personnel in the library with no change in fund balance was made.
 - After discussion, the committee voted to recommend approval on a motion by Reeves, M; seconded by Salmon.
- 2) Budget Amendments – Schools General Fund 141 / Federal Projects Fund 142
 - The School Board asked that several budget amendments be made that moved funds around to needed areas and incorporated additional grant funds. No change in fund balances.
 - After discussion, the committee voted to recommend approval on a motion by Reeves, M; seconded by Salmon.

Meeting Adjourned.

Commissioner Rice reported for the Criminal Justice and Public Safety Committee which met on April 9, 2024. The committee discussed the sheriff's report, burn permits, bi-directional amplifier systems, fire department sale of vehicles, volunteer fire department equipment grant budget amendment, fund 101 no change to the fund balance budget amendment for the sheriff, fire, and ema, recovery court grant budget amendment, and the drug fund 122 with no change to the fund balance budget amendment.

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE

**Minutes
April 9, 2024**

Present

Canady Rice Leggett Seals Rhea

- 1) Sheriff's Report
 - The Committee reviewed the Sheriff's Report.
- 2) Fire Department – Burn Permits
 - Chief Richard Hartfield, Fayette County Fire Department, reported to the committee that a website with a notification system was being developed which would allow him to issue burn permits in Fayette County.
 - A resolution to officially establish the process will be brought next month.
- 3) Fire Department – Bi-Directional Amplifier System – Discussion
 - Fire Chief Richard Hartfield reported to the committee that he is investigating the cost and installation procedures needed to implement the emergency communication booster system. He will also pass on the information to the Development Committee, as well as the Planning Commission at the appropriate time.
- 4) Fire Department – Sale of Vehicle
 - Lauderdale County has requested to purchase a surplus pumper of ours. It is one that was previously approved for sale and that would be sold for the going price.
 - After discussion, the committee recommended approval on a motion by Leggett, seconded by Canady.
- 5) Budget Amendment – General Fund 101 – Volunteer Fire Dept Equipment Grant
 - Chief Hartfield applied and received a grant for equipment, with no match.
 - This amendment is to bring the grant and allow it to be spent.
 - After discussion, the committee voted to recommend approval on a motion by Leggett, seconded by Canady.
- 6) Budget Amendment – General Fund 101 – Fire, Sheriff, EMA
 - A request to move funds to needed areas without affecting fund balance was requested.
 - After discussion, the committee voted to recommend approval on a motion by Seals, Seconded by Leggett.
- 7) Budget Amendment – Fund 101 – Recovery Court
 - Additional grant funds have been obtained and this amendment will allow their use.
 - After discussion, the committee voted to recommend approval on a motion by Leggett, seconded by Canady.
- 8) Budget Amendment – Drug Fund 122
 - A request to move funds to needed areas with no change to fund balance was made.

- After discussion, the committee voted to recommend approval on a motion by Leggett, seconded by Canady

Meeting Adjourned.

Commissioner Steve Reeves reported for the Budget Committee, which met on April 9, 2024. The committee discussed the career center roof repair, volunteer fire department equipment grant budget amendment, fund 101 with no change to the fund balance budget amendment, miscellaneous general fund 101, temporary personnel, drug fund 122 with no change to the fund balance budget amendment, Bernard Community Center, experimental airplane association (EAA), fire department sale of vehicles, employee retirement system county match, and the MCP facility contract.

BUDGET COMMITTEE

Minutes
April 9, 2024

Present

Perkins	Rice	Reeves, S	Watkins	Goodroe	Norton
Oglesby	Sills	Webb			

- 1) Career Center Roof Repair Discussion
 - *The Education Committee stayed to participate in a discussion concerning the roof repair on the Career Center.*
 - Tom Minor, Fayette County School Board Attorney, addressed the committee to give some information on how the School System received the Career Center and how they had maintained it. He wanted to make sure the committee knew that the School System took their role seriously about maintaining the facility. Over the years they had made many repairs to the roof, as well as other parts of the structure. But even with repairs, the time had come to replace the roof. With the additional investment on the facade, awning and interior work that added value to the facility, he asked that a conversation be held to discuss the roof and how it was to be paid.
 - The committee asked that Mayor Taylor contact Dr. Hamlett to talk over the request.
 - The request will be sent back to Education next month to decide what are the next steps.
- 2) Budget Amendment – General Fund 101 – Volunteer Fire Dept Equipment Grant
 - Chief Hartfield applied for and received a grant for equipment, with no match.
 - This amendment is to bring the grant and allow it to be spent.
 - After discussion, the committee voted to recommend approval on a motion by Rice, seconded by Perkins.
- 3) Budget Amendment – Fund 101 – Recovery Court
 - Additional grant funds have been obtained and this amendment will allow their use.
 - After discussion, the committee voted to recommend approval on a motion by Rice, seconded by Norton.
- 4) Budget Amendment – General Fund 101 – Misc
 - A budget request was made to move funds across several departments with no change to fund balance.
 - After discussion, the committee voted to recommend approval on a motion by Oglesby, seconded by Norton.
- 5) Budget Amendment – Fund 116 – Temporary Personnel
 - A budget amendment was requested to move funds to temporary personnel. There was no change in fund balance.
 - After discussion, the committee voted to recommend approval on a motion by Goodroe, seconded by Perkins.
- 6) Budget Amendment – Drug Fund 122
 - A request to move funds to needed areas with no change to fund balance was made.
 - After discussion, the committee voted to recommend approval on a motion by Sills, seconded by Norton.
- 7) Budget Amendments – Schools General Fund 141 / Federal Projects Fund 142

- The School Board asked that several budget amendments be made that moved funds around to needed areas and incorporated additional grant funds. No change in fund balances.
 - After discussion, the committee voted to recommend approval on a motion by Webb, seconded by Norton.
- 8) Bernard Community Center
- Mayor Taylor reviewed with the committee his discussion with board members of the Bernard Road Community Association (BRCA).
 - He went over a list of items for a lease for the facility, which included an annual lease amount of \$1 per year; BRCA would be responsible for all maintenance except for large items (such as roof or HVAC); and reporting requirements.
 - The committee discussed the list and thought more details were needed on who was responsible for what types of repairs and maintenance. The committee asked the County Attorney to draft a lease.
 - The committee will review the draft next month.
- 9) Airport Facility Lease – Experimental Airplane Association (EAA)
- The EAA has provided volunteer help to refurbish the old Quonset hut hangar at the airport. They are requesting a lease so that they can have their meeting and programs at the facility. They would like to use their provided labor as payment for a lease.
 - Rusty Bliss described their request and how they are helping with educational programs and other airport activities. He said he did not have a lease now but wanted to give the committee notice that he will be coming back with a request next month.
- 10) Fire Department – Sale of Vehicle
- Lauderdale County has requested to purchase a surplus pumper of ours. It is one that was previously approved for sale and that would be sold for the going price.
 - After discussion, the committee recommended approval on a motion by Rice, seconded by Oglesby.
- 11) Employment Retirement System – county match
- Mayor Taylor reported to the committee that each year the Tennessee Consolidated Retirement System (TCRS) reviewed our contributions, their earnings and the expected demands on the system and calculates an appropriate county match.
 - This year the percentage is 4.66%, up from 4% last year. His recommendation is that we increase the percentage to that number.
 - After discussion the committee voted to recommend approval on a motion by Oglesby, seconded by Perkins.
- 12) MCP Facility Contract
- Attorney Rosser has made some adjustments to the contract and prior to finalizing the contract, wanted the Commission to approve. No substantive changes were made, but clauses that removed the county from any environmental liability were made.
 - After discussion, the committee recommended approval on a motion by Oglesby, seconded by Perkins.

Meeting Adjourned.

Commissioner Steve Reeves stated that the committee had asked Attorney Tom Minor to discuss the Career Center Roof Repair. The committee decided to table it until next month's meeting. The chairman stated that he was instructed to get with Dr. Hamlett to see if there has been further discussion on the cost to bring back to the board for further discussion.

Commissioner Steve Reeves made the motion to approve the Fire Departments volunteer equipment no match grant. 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 23rd day of April, 2024, 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
Apr-24**

<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
46980 Other State Grants	\$ 56,000.00	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:	<u>\$ 56,000.00</u>	<u>\$ -</u>
 <u>Adjustment to Expenditure Accounts:</u>	 <u>DECREASE</u>	 <u>INCREASE</u>
54310 Fire Department		
790 Other Equipment		\$ 56,000.00
Subtotal-54310	0	\$ 56,000.00
 TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	 <u>\$ -</u>	 <u>\$ 56,000.00</u>
 Prior Estimated Expenditures		\$ 28,923,256.38
Total Estimated Expenditures this Amendment		\$ 28,979,256.38
Projected Fund Balance before Amendment		\$ 5,373,779.42
Change in Fund Balance this Amendment		\$ -
Estimated Ending Fund Balance as of June 30, 2024		\$ 5,373,779.42

Commissioner Steve Reeves made the motion to approve additional grant funds for the recovery court fund 101 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 23rd day of April, 2024, 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
Apr-24**

<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
46980 Other State Grants	\$ 3,500.00	_____
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:	<u><u>\$ 3,500.00</u></u>	<u><u>\$ -</u></u>
 <u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
53330 Drug Court		
312 Contracts with Private Agencies	_____	\$ 3,500.00
Subtotal-53330	0	\$ 3,500.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	<u><u>\$ -</u></u>	<u><u>\$ 3,500.00</u></u>
 Prior Estimated Expenditures		\$ 28,923,256.38
Total Estimated Expenditures this Amendment		\$ 28,926,756.38
Projected Fund Balance before Amendment		\$ 5,373,779.42
Change in Fund Balance this Amendment		\$ -
Estimated Ending Fund Balance as of June 30, 2024		\$ 5,373,779.42

Commissioner Steve Reeves made the motion to approve the request to move funds across several departments with no change to the fund balance. The motion was seconded by Commissioner Robert Sills 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 23rd day of April, 2024, 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
Apr-24**

<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
51100	County Commission		
307	Communications	\$ 300.00	
331	Legal Services		\$ 750.00
435	Office Supplies	\$ 450.00	
	Subtotal-51100	\$ 750.00	\$ 750.00
51500	Election Commission		
317	Data Processing Services		\$ 675.00
331	Legal Services	\$ 675.00	
	Subtotal-51500	\$ 675.00	\$ 675.00
51600	Register of Deeds		
355	Travel	\$ 165.00	
719	Office Equipment		\$ 165.00
	Subtotal-51600	\$ 165.00	\$ 165.00
51710	Development		
332	Legal Notices, Recording, and Court Costs	\$ 300.00	
435	Office Supplies		\$ 300.00
	Subtotal-51710	\$ 300.00	\$ 300.00
51910	Preservation of Records		
328	Janitorial Services		\$ 200.00
435	Office Supplies	\$ 200.00	
	Subtotal-51910	\$ 200.00	\$ 200.00
52300	Property Assessor's Office		
334	Maintenance Agreements		\$ 510.00
337	Maintenance and Repair Services - Office	\$ 200.00	

435	Office Supplies		\$	200.00
719	Office Equipment	\$	510.00	
	Subtotal-52300	\$	710.00	\$ 710.00
52500	County Clerk's Office	<hr/>		
337	Maintenance and Repair Services - Office	\$	250.00	
435	Office Supplies			\$ 250.00
	Subtotal-52500	\$	250.00	\$ 250.00
54110	Sheriff's Department	<hr/>		
338	Maintenance and Repair Services- Vehicles			\$ 5,000.00
340	Medical and Dental Services			\$ 1,000.00
	Subtotal-54110	\$	-	\$ 6,000.00
54150	Drug Enforcement	<hr/>		
205	Employee & Dependment Insurance	\$	6,000.00	
	Subtotal-54150	\$	6,000.00	\$ -
54310	Fire Prevention & Control	<hr/>		
187	Overtime Pay			\$ 1,000.00
307	Communications			\$ 2,500.00
434	Natural Gas			\$ 1,000.00
499	Other Supplies and Materials	\$	2,050.00	
701	Administrative Equipment	\$	2,450.00	
	Subtotal-54310	\$	4,500.00	\$ 4,500.00
54410	Civil Defense (EMA)	<hr/>		
335	Maintenance and Repair Services - Building			\$ 500.00
355	Travel			\$ 200.00
425	Gasoline	\$	500.00	
429	Instructional Supplies	\$	200.00	
	Subtotal-54410	\$	700.00	\$ 700.00
54610	County Coroner/Medical	<hr/>		
340	Medical and Dental Services			\$ 500.00
341	Pauper Burials	\$	3,300.00	
354	Transportation - Other Than Students			\$ 2,800.00
	Subtotal-54610	\$	3,300.00	\$ 3,300.00
56500	Libraries	<hr/>		
169	Part-Time Personel			\$ 1,100.00
348	Postal Charges	\$	1,100.00	
	Subtotal-56500	\$	1,100.00	\$ 1,100.00
58220	Airport	<hr/>		

338	Maintenance & Repair Services - Vehicle	\$	300.00		
435	Office Supplies			\$	200.00
451	Uniforms	\$	200.00		
506	Liability Insurance			\$	6,198.00
524	In-Service/Staff Development	\$	300.00		
	Subtotal-58220	\$	800.00	\$	6,398.00
58300	Veteran's Services				
307	Communications			\$	700.00
499	Other Supplies and Materials	\$	700.00		
	Subtotal-58300	\$	700.00	\$	700.00
58400	Other Charges				
506	Liability Insurance			\$	358.15
508	Premiums on Corporate Surety Bonds	\$	17,358.15		
510	Trustee's Commission			\$	17,000.00
	Subtotal-58400	\$	17,358.15	\$	17,358.15
58600	Employee Benefits				
205	Employee and Dependent Insurance	\$	6,686.00		
513	Workman's Compensation Insurance			\$	1,088.00
	Subtotal-58600	\$	6,686.00	\$	1,088.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:					
		\$	44,194.15	\$	44,194.15
Prior Estimated Expenditures				\$	28,923,256.38
Total Estimated Expenditures this Amendment				\$	28,923,256.38
Projected Fund Balance before Amendment				\$	5,373,779.42
Change in Fund Balance this Amendment				\$	-
Estimated Ending Fund Balance as of June 30, 2024				\$	5,373,779.42

Commissioner Steve Reeves made the motion to approve the request to move funds to temporary personnel with no change to the fund balance. The motion was seconded by Commissioner Wiggins 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 23rd day of April, 2024, 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
Apr-24**

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
55754		
Landfill Operation And Maintenance		
144 Equipment Operators	\$ 3,500.00	
168 Temporary Personnel		\$ 3,500.00
333 Licenses		\$ 100.00
355 Travel	\$ 100.00	
Subtotal-55754	\$ 3,600.00	\$ 3,600.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ 3,600.00	\$ 3,600.00
Prior Estimated Expenditures		\$ 1,827,744.00
Total Estimated Expenditures this Amendment		\$ 1,827,744.00
Projected Fund Balance before Amendment		\$ 958,859.00
Change in Fund Balance this Amendment		\$ -
Estimated Ending Fund Balance as of June 30, 2024		\$ 958,859.00

Commissioner Steve Reeves made the motion to approve drug fund 122 with no change to the fund balance. The motion was seconded by Commissioner Salmon 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 23rd day of April, 2024, 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 #122 Budget be amended in the following words and figures, to wit:

**COUNTY GENERAL FUND
BUDGET AMENDMENT
F/Y 23/24
Apr-24**

<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
54150	Drug Enforcement		
429	Instructional Supplies		\$ 250.00
451	Uniforms	\$ 250.00	
	Subtotal-54150	\$ 250.00	\$ 250.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		<u>\$ 250.00</u>	<u>\$ 250.00</u>
Prior Estimated Expenditures			\$ 213,626.00
Total Estimated Expenditures this Amendment			\$ 213,626.00
Projected Fund Balance before Amendment			\$ 271,913.00
Change in Fund Balance this Amendment			\$ -
Estimated Ending Fund Balance as of June 30, 2024			\$ 271,913.00

Commissioner Steve Reeves made the motion to approve the schools general fund 141. The motion was seconded by Commissioner Webb and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, in Regular Session on this 4th day of April 2024, it being the first Thursday of the month at the Board of Education in Somerville, Tennessee

That the General Purpose School funds #141 Budget be amended in the following words and figures, to wit:

**BOARD OF EDUCATION FEDERAL FUND
BUDGET AMENDMENT
F/Y 23/24
March-21**

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
_____	\$ -	\$ -
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	<u>\$ -</u>	<u>\$ -</u>
<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
48100 TVA Other Government	\$5,000.00	\$ -
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:	<u>\$5,000.00</u>	<u>\$ -</u>
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
71100 Regular Instruction		
429 TVA Instructional Supplies		\$5,000.00 STEM Classroom Buckley
 EXPENDITURE ACCOUNTS:	<u>\$0.00</u>	<u>\$5,000.00</u>
Prior Estimated Expenditures		
Total Estimated Expenditures this Amendment		\$5,000.00
Projected Undesignated Fund Balance before Amendment		\$ -
Change in Undesignated Fund Balance this Amendment		\$ -
Estimated Ending Undesignated Fund Balance as of January 18, 2024		\$ -

RESOLUTION

Revised Correction
3/21/2024

BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, in Regular Session on this 4th day of April 2024, it being the first Thursday of the month at the Board of Education in Somerville, Tennessee

That the General Purpose School funds #141 Budget be amended in the following words and figures, to wit:

BOARD OF EDUCATION FEDERAL FUND BUDGET AMENDMENT F/Y 23/24 March-21		<u>DECREASE</u>	<u>INCREASE</u>
<u>Adjustment to Reserve Accounts:</u>		<u>\$ -</u>	<u>\$ -</u>
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:		<u>\$ -</u>	<u>\$ -</u>
<u>Adjustment to Revenue Accounts:</u>		<u>INCREASE</u>	<u>DECREASE</u>
			\$ -
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:		<u>\$0.00</u>	<u>\$ -</u>
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
72710 Transportation			
729	Transportation Equipment	\$160,000.00	
76100 Regular Capital Outlay			
790	ATH Other Capital Outlay		\$160,000.00 Girls Softball Field
EXPENDITURE ACCOUNTS:		<u>\$160,000.00</u>	<u>\$160,000.00</u>
Prior Estimated Expenditures			
Total Estimated Expenditures this Amendment			\$0.00
Projected Undesignated Fund Balance before Amendment			\$ -
Change in Undesignated Fund Balance this Amendment			\$ -
Estimated Ending Undesignated Fund Balance as of January 18, 2024			\$ -

Commissioner Steve Reeves made the motion to approve the schools federal project fund 142. The motion was seconded by Commissioner Webb and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, in Regular Session on this 4th day of April 2024, it being the first Thursday of the month at the Board of Education in Somerville, Tennessee.

That the Federal Funds #142 Budget be amended in the following words and figures, to wit:

**BOARD OF EDUCATION FEDERAL FUND
BUDGET AMENDMENT**

		March-24		
<u>Adjustment to Reserve Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>	
		\$ -	\$ -	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:		<u>\$ -</u>	<u>\$ -</u>	
<u>Adjustment to Revenue Accounts:</u>		<u>INCREASE</u>	<u>DECREASE</u>	
47146	301 Title III			
			\$ -	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:			<u>\$ -</u>	
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>	
71100	Regular Instruction Program			
722	301 Regular Instruction Equipment	\$ -	\$5,500.00	Technology for ESL Students
Subtotal 71100		<u>\$ -</u>	<u>\$5,500.00</u>	
72210	Support Services/ Reg. Ins. Pro.			
524	301 In-Service/Staff Development	\$ 5,500.00	\$ -	Professional Development
Subtotal 72210		<u>\$ 5,500.00</u>	<u>\$ -</u>	
EXPENDITURE ACCOUNTS:		<u>\$5,500.00</u>	<u>\$ 5,500.00</u>	
Prior Estimated Expenditures			\$ -	
Total Estimated Expenditures this Amendment			\$ -	
Projected Undesignated Fund Balance before Amendment			\$ -	
Change in Undesignated Fund Balance this Amendment			\$ -	
Estimated Ending Undesignated Fund Balance as of June 30, 2024.			\$ -	

RESOLUTION

BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, in Regular Session on this 4th day of April 2024, it being the first Thursday of the month at the Board of Education in Somerville, Tennessee.

That the Federal Funds #142 Budget be amended in the following words and figures, to wit:

**BOARD OF EDUCATION FEDERAL FUND
BUDGET AMENDMENT
F/Y 23/24
March-21**

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
_____	\$ -	\$ -
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	<u>\$ -</u>	<u>\$ -</u>
<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
_____		\$ -
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:		<u>\$ -</u>
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
72220 Supervisor Instruction Special Education		
524 900 Staff Development	\$2,985.06	
524 900 CCEIS Staff Development		\$2,985.06 Behavior PD
EXPENDITURE ACCOUNTS:	<u>\$2,985.06</u>	<u>\$2,985.06</u>
Prior Estimated Expenditures		
Total Estimated Expenditures this Amendment		\$0.00
Projected Undesignated Fund Balance before Amendment		
Change in Undesignated Fund Balance this Amendment		\$ -
Estimated Ending Undesignated Fund Balance as of January 18, 2024		\$ -

Commissioner Steve Reeves made the motion to approve the schools budget amendment with no change to the fund balance. The motion was seconded by Wiggins and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the Board of Education of Fayette County, Tennessee, in Regular Session on this 4th day of April 2024, it being the first Thursday of the month at the Board of Education in Somerville, Tennessee.

That the Federal Funds #142 Budget be amended in the following words and figures, to wit:

BOARD OF EDUCATION FEDERAL FUND BUDGET AMENDMENT March-24			
<u>Adjustment to Reserve Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
		\$ -	\$ -
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:		<u>\$ -</u>	<u>\$ -</u>
<u>Adjustment to Revenue Accounts:</u>		<u>INCREASE</u>	<u>DECREASE</u>
47401	934 ESSER III		\$ -
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:			<u>\$ -</u>
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
71100	Regular Instruction Program		
449	934 Textbooks - Bound	\$ -	\$540,000.00 Textbooks
471	934 Software	\$ 540,000.00	
	Subtotal 71100	<u>\$ 540,000.00</u>	<u>\$540,000.00</u> Educational Software
72210	Regular Instruction Program		
189	934 Other Salaries and Wages	\$ -	\$ 42,080.00 Technology Coordinator
201	934 Social Security	\$ -	3458.96 Social Security
204	934 Retirement	\$ -	3566.00 Retirement
207	934 Medical Insurance	\$ -	9000.00 Medical Insurance
212	934 Medicare	\$ -	1011.00 Medicare
	Subtotal 72210	<u>\$ -</u>	<u>\$ 59,115.96</u>
72250	Education of Technology		
350	934 Internet Connectivity	\$ 119,115.96	\$0.00 Internet Connectivity
	Subtotal 72250	<u>\$ 119,115.96</u>	<u>\$0.00</u>
72710	Transportation		
729	934 Transportation Equipment		\$60,000.00 Add Air On Buses
	Subtotal 72710	<u>\$ -</u>	<u>\$60,000.00</u>
EXPENDITURE ACCOUNTS:		<u>\$659,115.96</u>	<u>\$ 659,115.96</u>
Prior Estimated Expenditures			\$ -
Total Estimated Expenditures this Amendment			\$ -
Projected Undesignated Fund Balance before Amendment			\$ -
Change in Undesignated Fund Balance this Amendment			\$ -
Estimated Ending Undesignated Fund Balance as of June 30, 2024.			\$ -

Commissioner Steve Reeves made the motion to approve the Lauderdale County to purchase a surplus pumper from the Fayette County Fire Department. The motion is seconded by Rice and passed unanimously.

Commissioner Steve Reeves made the motion to approve the county match of 4.66% on the TCRS. The motion was seconded by Commissioner Oglesby and passed unanimously.



Employer Contribution Rate Certification
Tennessee Consolidated Retirement System (TCRS)
Actuarial Valuation at June 30, 2023



Acknowledgement of employer rate effective July 1, 2024 through June 30, 2025

Department Code: 0081040
Department Name: FAYETTE COUNTY COURTHOUSE EMP

- I hereby acknowledge and agree that I have reviewed the background information on rates provided to me and also located on the Treasury Website at: <https://publicreports.treasury.tn.gov>. I further acknowledge the upward trends concerning future employer contribution rates.

Please select one of the options below

- The Minimum Employer rate: 4.66%
- Optional: We choose to pay a higher contribution of: _____

Employer Signature _____ Title _____

Date _____ Phone _____ Email _____

The first department code listed on the Employer Actuarially Determined Contribution (ADC) Rate sheet is your master code. The master code is responsible for determining the rate and submitting the completed employer contribution rate certification to TCRS. The rate selected will be applicable for **all** department codes listed on the Employer Actuarially Determined Contribution (ADC) Rate sheet. It is the master code's responsibility to notify these departments of the new rates.

Please return the completed rate certification no later than May 31, 2024 via one of the following methods:

By email: TCRS.EmployerReporting@tn.gov
By mail: TCRS Employer Reporting
502 Deaderick Street, 15th Fl.
Nashville, TN 37243

**Tennessee Consolidated Retirement System
Employer Actuarially Determined Contribution (ADC) Rate**

**Department Code(s): 810.40 810.42 810.50 810.60 834.20
FAYETTE COUNTY COURTHOUSE EMP**

Applicable period for this employer rate	July 1, 2024 through June 30, 2025
Actuarial valuation date	June 30, 2023
Actuarial experience study date	June 30, 2020
Investment rate of return assumption	6.75%

Key Elements of the Pension Plan (Employer Elections)

Base plan formula	1.5% formula times years of service
Employee contribution rate	5% of salary
Vesting period	5 years
Retiree COLAs	Provided, CPI based, capped at 3%

Employer ADC Rate

<i>Rate Components:</i>	
Normal cost	5.07 %
Unfunded accrued liability amortization	(0.73)%
Administrative cost	<u>0.32 %</u>
Total employer ADC rate	4.66 %

Actuarial Present Value of Benefits (PVB) Summary

Actuarial value of assets	\$ 66,272,334
Expected employee contributions	8,160,731
Expected employer normal cost	8,219,603
Unfunded accrued liability	<u>(735,702)</u>
Total PVB	\$ 81,916,966

Employees Covered by Benefit Terms

Inactive employees or beneficiaries currently receiving benefits	345
<i>Annualized Retirement Benefit: \$2,830,890</i>	
Inactive employees entitled to but not yet receiving benefits	525
Active employees	<u>480</u>
<i>Annualized Salary: \$19,562,140</i>	
Total	1,350

Amortization of Unfunded Accrued Liability

Actuarial Valuation Date	Unfunded Accrued Liability (Negative Unfunded Accrued Liability)	Annual Amortization Amount	Amortization Period at June 30, 2023 (in years)
June 30, 2013	\$ 0	\$ 0	0.00
June 30, 2015*	(1,530,516)	(178,113)	12.00
June 30, 2016	(662,512)	(73,209)	13.00
June 30, 2017	(420,653)	(44,385)	14.00
June 30, 2018	(16,635)	(1,684)	15.00
June 30, 2019	(797,619)	(77,790)	16.00
June 30, 2020	(915,107)	(86,289)	17.00
June 30, 2021	1,633,011	149,344	18.00
June 30, 2022	971,790	86,434	19.00
June 30, 2023	<u>1,002,539</u>	<u>86,934</u>	20.00
Total	\$ (735,702)	\$ (138,758)	

*Beginning June 30, 2015, valuations are performed annually.

FY24-25 TCRS Contribution Rate Comparison									
TCRS Rate	101	Increase over Current Rate	116	Increase over Current Rate	131	Increase over Current Rate	141/142	Increase over Current Rate	Total TCRS Contribution
4%	\$ 522,206	\$ -	\$ 19,538	\$ -	\$ 94,757	\$ -	\$ 978,091	\$ -	\$ 1,614,592
4.66%	\$ 608,370	\$ 86,164	\$ 22,762	\$ 3,224	\$ 110,392	\$ 15,635	\$ 1,139,476	\$ 161,385	\$ 1,881,000
4.80%	\$ 626,647	\$ 104,441	\$ 23,445	\$ 3,907	\$ 113,708	\$ 18,951	\$ 1,173,710	\$ 195,619	\$ 1,937,510
5%	\$ 652,757	\$ 130,551	\$ 24,422	\$ 4,884	\$ 118,446	\$ 23,689	\$ 1,222,614	\$ 244,523	\$ 2,018,239

*These rates are based off FY23-24 salaries & do not reflect Cost of Living Adjustment

Commissioner Steve Reeves made the motion to approve the MCP facility contract. The motion was seconded by Commissioner Salmon and passed unanimously.

Purchase and Sale Agreement

THIS Purchase and Sale Agreement (the "Agreement") is made and entered into by and between **Fayette County, Tennessee** (the "Seller"), and **Van Deventer Family, LLC**, a South Carolina limited liability company, or its assigns (the "Buyer") on the date which the latter party executes this Agreement (the "Effective Date").

STATEMENT OF PURPOSE

Seller is the owner of that certain tract of land located at **140 Ball Park Road in Somerville, Fayette County, Tennessee**, as more particularly described below. Buyer desires to purchase the Property, as hereinafter defined, upon the terms and conditions contained in this Agreement. Seller desires to sell and convey to Buyer the Property, as hereafter defined, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, subject to the terms and conditions of this Agreement and the respective agreements hereinafter set forth, Seller and Buyer agree as follows:

1. Description of Subject Property. The property now owned by Seller which is the subject of this Agreement is as follows:

a. All that certain lot or parcel of land located at **140 Ball Park Road in Somerville, Fayette County, Tennessee**, bearing County Tax Map Number **090E A 042.00** all as more particularly described on Exhibit A attached hereto and made a part hereof by reference (hereinafter called the "Land"), which Land consists of **11.24 acres**, more or less.

b. All rights, privileges, and easements appurtenant to the Land, including all rights of view, light and air, water rights, development rights, easement rights, rights of way, parking areas, roadbeds, alleyways and reversions or other appurtenances used in connection with the beneficial use of the Land, provided, however, the foregoing shall not imply the transfer of any rights over, or related to, any adjacent tracts retained by Seller which are not part of the Land, or the right to use any existing or future curb cut located on tracts retained by Seller.

c. All improvements, if any, on or within the Land.

All of the items described in Subparagraphs (a), (b) and (c) above are hereinafter collectively called the "Property."

2. Purchase Price. The purchase price (the "Purchase Price") to be paid by Buyer for the Property shall be **One Hundred Seventy-Five Thousand and No/100 Dollars (\$175,000.00)**. The Purchase Price shall be payable in the form of cashier's check or federal wire transfer, as follows:

a. The Buyer has prepaid to Fayette County Tennessee Government a part of the price above in the amount of Thirteen Thousand Seven Hundred Fifty and No/100 Dollars (\$13,750.00), which shall be deducted from the One Hundred Seventy-Five Thousand and No/100 Dollars (\$175,000.00) mentioned above.

b. The balance of the Purchase Price shall be due at Closing, against which the Deposit shall be applied at Closing.

3. Closing Date. Subject to the extensions provided herein, and further subject to compliance with all conditions precedent to Closing set forth herein, the Closing of the sale and purchase of the Property (the "Closing") shall take place no later than **thirty (30)** days after the expiration of the Inspection Period. At the election of Buyer, upon **ten (10)** days advance written notice to Seller, Buyer may elect to close prior to the applicable Closing Date. The Closing shall take place at a location selected by Buyer. The date of the Closing shall be referred to herein as the "Closing Date."

4. Title to the Property.

At Closing, Seller shall deliver to Buyer a special warranty deed in form and content reasonably satisfactory to Buyer's counsel conveying to Buyer a good, indefeasible, fee simple, marketable and insurable title to the Property and its appurtenances; said title to be insurable both as to fee and marketability at regular rates by a title insurance company of Buyer's choice (the "Title Company"), without exception except as to those matters specifically enumerated in this Section.

The Property and its appurtenances shall be conveyed by Seller to Buyer free and clear of all liens, encumbrances, claims, easements, leases, except the following:

i. Lease dated May 7, 1960, between Fayette County, Tennessee as lessor and Somerville Manufacturing Company, as lessee, which Lease was subsequently assigned by Assignment of Lease made by Somerville Manufacturing Company, Inc. as assignor to Allison Corporation as assignee and any amendments thereto (said lease, all assignments and amendments thereto are collectively referred to as the "Master Lease");

ii. Lease dated May 1, 2023, between Allison Corp., as lessor, and Memphis Contract Packaging, Inc. and any amendments thereto;

iii. rights-of-way of streets, so long as they do not interfere with the development and use of the Property;

iv. general utility easements and rights-of-way in customary form, so long as they do not interfere with the development and use of the Property;

v. zoning and building laws or ordinances, provided they do not prohibit the development and use of the Property and so long as the Property is in compliance with same;

vi. City/County ad valorem taxes for the year in which Closing occurs; and

Seller shall be responsible for satisfying any mortgages, judgments or mechanics liens, of any nature, affecting the Property at Closing.

5. Inspection Period.

a. Buyer shall have a period of **Thirty (30)** days from the Effective Date (the "Inspection Period") to make such inspections on the Property as it deems desirable within the Inspection Period, including, but without limitation, physical surveys, zoning review, site evaluations, soil and geotechnical testing, environmental studies, studies to determine the necessity of easements for utilities, drainage, access, parking, construction, staging rights, and other utility studies. Buyer agrees to indemnify and hold Seller harmless from all liabilities, claims, damages, liens, costs and expenses (including reasonable attorneys' fees) in connection with its inspection of the Property, to the extent said costs arise from the actions of Buyer or its agents. Buyer shall have no liability for merely discovering a condition of the Property. During the Inspection Period Buyer shall seek to obtain governmental and regulatory authorizations and approvals as may be necessary for Buyer's use of the Property including, but without limitation, zoning approvals or variances, site plan approval, signage approval, parking approval, curb cut and driveway permits and other access approvals, utility connection permits, grading and demolition permits and a building permit. Seller agrees to cooperate with Buyer's efforts to seek such approvals. Upon the expiration of the Inspection Period, the Deposit shall be non-refundable, subject to Seller's continued compliance with this Agreement. At Buyer's option, Buyer may waive the Inspection Period and immediately move forward with Closing.

b. Within **ten (10)** days of the Effective Date, Seller shall provide Buyer copies of all title information in Seller's possession or reasonably available to Seller (including, but not limited to, title insurance policies, attorneys' opinions on title and copies of all documents relating to all title exceptions), the Master Lease and amendments to the Master Lease, surveys, site plans, engineering plans, environmental reports, soils studies, tests, agreements, reports, zoning letters, insurance information, certificates, and other information relating to the Property.

c. If during the Inspection Period, Buyer in its sole discretion is not satisfied with any of the matters inspected or reviewed by it with respect to the Property, Buyer may elect in its sole and absolute discretion, for any reason or for no reason, to terminate this Agreement by

giving written notice of such decision to Seller. Upon such notification, if Buyer's termination is based upon information not known to Buyer as of the Effective Date the full amount of the Deposit shall be returned to Buyer.

6. Closing Costs. Seller shall pay for the preparation of the deed to the Property; any transfer tax or similar fees which are applicable; and the cost of discharging any mortgage, lien or title encumbrance other than those permitted hereunder. Except as otherwise provided herein, each party shall bear its own expense or expenses, including its own attorneys' fees. Other closing costs shall be payable in accordance with local custom where the Property is located.

7. Settlement Adjustments. Seller shall pay all ad valorem property taxes respecting the Property for that portion of the calendar year through the day before the Closing Date, and Buyer shall pay the remaining portion of the ad valorem property taxes; in the event either the tax assessment or tax rate for the year in which the Closing occurs is not known as of the Closing Date, the parties shall prorate at Closing on the basis of the last known values and rates and adjust the prorations once such become known for said year. Seller shall be responsible for any (i) rollback or other deferred taxes, and (ii) governmental special assessments, either pending or confirmed, for paving, sidewalks, water, sewer or other improvements on or adjoining the Property, but not for any improvements to be constructed by Buyer.

8. Brokerage Commission. Seller and Buyer mutually acknowledge and represent that the there are no broker's involved in this transaction. Each party agrees to indemnify and hold the other harmless from and against any and all other claims, demands or the cost and expense thereof, including reasonable attorneys' fees arising out of any other brokerage commission, fee or other compensation due or alleged to be due in connection with the transaction contemplated by this Agreement based upon an agreement alleged to have been made or other action alleged to have been taken by the indemnifying party.

9. Eminent Domain. If, prior to the Closing Date, all or any part of the Property is taken by eminent domain or if condemnation proceedings are commenced, Buyer shall have the option, by giving written notice to Seller, to terminate this Agreement and receive an immediate refund of the full amount of the Deposit. If Buyer does not so elect to terminate this Agreement, the Agreement shall remain in full force and effect, and Seller shall assign, transfer and set over to Buyer at the Closing all of Seller's right, title and interest in and to any awards that may be made for such taking.

10. Representations, Warranties and Covenants of Seller. In addition to the other warranties, covenants and representations set forth herein, Seller hereby makes the following representations, covenants and warranties to Buyer, each of which shall be deemed material:

a. The Property now is, and at the Closing will be, in full compliance with applicable zoning and land use laws, and other local, state or federal laws and regulations; and Seller does not have knowledge of any proposed change in any such code, law or regulation which would interfere with Buyer's use of the property as described herein. Seller has received no notices of a violation relating to the Property of any law, rule, regulation ordinance or other requirement from any governmental or regulatory authority.

b. Seller currently owns a marketable and insurable fee simple title to the Property, subject only to those exceptions described herein above, free and clear from all liens and encumbrances.

c. Seller has entered into no agreement or lease, oral or written, not referred to herein, that will be binding upon Buyer or the Property; and neither Seller nor the Property are subject to any claim, demand, suit, unfiled lien, proceeding or litigation of any kind, pending or outstanding, or threatened or likely to be made or instituted which would in any way be binding upon Buyer or its successors or assigns or affect or limit Buyer or its successors or assigns in the full use and enjoyment of the Property or which would limit or restrict in any way Seller's right or ability to enter into this Agreement and consummate the sale and purchase contemplated hereby. The Master Lease identified herein has an expiration date of no later than October 31, 2027 and no options to renew or extend the Lease.

d. There are no taxes, charges or assessments of any nature or description arising out of the conduct of Seller's business or the ownership of the Property which would constitute a lien against the Property and that will be unpaid at the Closing Date or not paid from the Seller's Closing proceeds, except for the lien of ad valorem property taxes for the year in which the Closing occurs.

e. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and is not a Sanctioned Person. "**Sanctioned Person**" means any person or entity (including financial institutions): (a) who is, or is owned or controlled by, or acting on behalf of the Government of any country subject to comprehensive U.S. sanctions in force and which currently include the Government of Cuba, Iran, North Korea, Sudan, and Syria ("**Sanctioned Countries**"); (b) located in, organized under the laws of or ordinarily resident in Sanctioned Countries; and/or (c) identified by any government or legal authority under applicable Trade Restrictions as a person with whom dealings and transactions by Franchisee and/or its Affiliates are prohibited or restricted, including but not limited to persons designated under United Nations Security Council Resolutions, the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") List of Specially Designated Nationals and Other Blocked Persons; the U.S. Department of State's lists of persons subject to non-proliferation sanctions; the European Union Financial Sanctions List; persons and entities subject to Special Measures regulations under Section 311 of the USA PATRIOT Act and the Bank Secrecy Act.

f. Except as disclosed in Section 4 above, no leases, tenancies, license agreements or other rights to possession or use of the Property exist or are in effect which give any party any right of occupancy or use of the Property. Furthermore, no parties are in possession of any portion of the Property as trespassers or otherwise.

g. Seller has no knowledge of any uncured violations of federal, state or municipal laws, ordinances, orders, regulations or requirements affecting any portion of the Property. Seller shall give to Buyer prompt notice of the institution of any such matter or proceeding prior to Closing, including, without limitation, any environmental or land use law, rule, ordinance or regulation applicable to the Property.

h. All representations and warranties of Seller contained in this Agreement are true and correct as of the date hereof and will be true and correct as of the Closing Date.

11. Conditions to Buyer's Obligations. In addition to the other conditions set forth herein, the obligations and liabilities of Buyer hereunder shall in all respects be conditioned upon the satisfaction of each of the following conditions prior to or simultaneously with the Closing, any of which may be waived by written notice from Buyer to Seller:

a. Seller has complied with and otherwise performed each of the covenants and obligations of Seller set forth in this Agreement.

b. All representations and warranties of Seller as set forth in this Agreement shall be in all respects true and correct as of the Closing Date.

c. There has been no material and adverse change to the title to the Property which has not been cured.

d. There has been no material, adverse change to the existing improvements, topography or landscaping (including without limitation, trees) located upon the Property and no material waste has occurred thereon.

e. There has been no change of the status of the Property that would materially affect Buyer's ability to develop the Property.

12. Effective as of the Closing Date. In consideration of the sale of the Real Property to the buyer herein and other promises contained in this Purchase and Sale Agreement, receipt and sufficiency of which are hereby acknowledged, the seller Fayette County, Tennessee, a governmental entity, and the purchaser, Van Deventer Family, LLC, a South Carolina limited liability company or its assigns, on behalf of their respective entities, do hereby now except as limited within this document, release, acquit and forever discharge each to the other, as to any and all present or past demands, rights, promises, liabilities, duties, damages, costs, expenses, or compensation of any type, kind or character whether based on a tort, contract or any other

theory of recovery on account or in any way growing out of, or in connection with this Purchase and Sale Agreement regarding the Real Property described in Paragraph 1 on Page 1 and more particularly described on Exhibit A, Property Description, of this Purchase and Sale Agreement, without limitation, any and all known or unknown claims of any kind which accrued on or before the execution of this Purchase and Sale Agreement.

13. Closing Documents.

- a. At Closing, Seller shall deliver to Buyer the following:
 - i. a duly executed and acknowledged limited or special warranty deed in recordable form conveying good, fee simple and marketable title to the Property and Improvements with full warranties, free and clear of all liens and encumbrances, except as herein provided;
 - ii. a duly executed and acknowledged assignment and assumption of lease in recordable form assigning to Buyer, all of Seller's rights, responsibilities, and interests as lessor arising under the Master Lease;
 - iii. such other documents as Buyer's counsel or the Title Company may reasonably request to evidence Seller's authority to execute and perform under this Agreement and to execute and deliver all documents conveying the Property to Buyer;
 - iv. a certificate given under penalty of perjury and on a form approved under regulations promulgated under Section 1445 of the Internal Revenue Code of 1986 that Seller is not a foreign person or a Sanctioned Person, as defined above;
 - v. a completed 1099-S request for taxpayer identification number;
 - vi. all other documents required by this Agreement to be delivered by Seller hereunder;
 - vii. The Master Lease and all Amendments thereto; and
 - viii. such other documents and papers which may be necessary to the consummation of the transaction described in this Agreement as may be reasonably requested by Buyer or Buyer's counsel.
- b. At Closing, Buyer shall deliver to Seller:
 - i. any outstanding balance of the Purchase Price due; and

ii. such other documents and papers which may be necessary to the consummation of the transaction described in this Agreement as may be reasonably requested by Seller or Seller's counsel.

14. Assignment. Buyer shall have the option exercisable at any time during the term of this Agreement to assign this Agreement to another entity controlled by Buyer or some or all of the members of Buyer, provided that Buyer and such assignee shall be jointly and severally liable for all of Buyer's obligations under this Agreement. Any assignment to an entity not controlled by Buyer or some or all of the members of Buyer shall require Seller's prior written consent.

15. Default and Remedies.

a. In the event Seller defaults or fails to perform any of the conditions or obligations of Seller under this Agreement or in the event any of the representations and warranties contained herein are not true and correct as of the date hereof and as of the Closing Date, Buyer shall have the right to enforce any remedies available at law or equity, including, without limitation, an action for specific performance.

b. In the event of a default or breach by Buyer of any of the covenants or conditions or obligations of Buyer under this Agreement, Seller's sole and exclusive remedy shall be to retain the Deposit as full liquidated damages, actual damages being difficult if not impossible to ascertain and the parties having made a bona fide effort to estimate Seller's damages.

16. Entry. Buyer shall have the right to enter upon the Property at any time after the Effective Date of this Agreement for any purpose. Such entry right shall be exercised so as to not unreasonably interrupt any business activities of Seller on the Property. During the Inspection Period, Buyer will use commercially reasonable efforts to avoid disrupting any existing business operations.

17. Escrow Agent. If the Escrow Agent is in doubt as to its duties or liabilities under this Agreement, for any reason, it may, in its sole discretion, continue to hold the said Deposit, or so much thereof as it deems appropriate until: (a) Seller, Buyer and Escrow Agent mutually agree to disbursement thereof; (b) an order or judgment of a court of competent jurisdiction in Fayette County, Tennessee determines the rights of the parties hereto; or (c), as an alternative, the Escrow Agent shall have the right to interplead such Deposit with the Clerk of the Chancery Court for Fayette County, Tennessee, and upon notifying both Buyer and Seller of such action, all duties of the Escrow Agent under the terms of the Agreement shall terminate, except to the extent of accounting for such escrow funds. The parties agree not to invoke arbitration in connection with this Agreement or the transaction contemplated hereby. The Escrow Agent shall have no duties except as stated herein and the parties agree that it shall not constitute a conflict of interest for the Escrow Agent to represent one of the parties in connection with this Agreement. The Escrow Agent shall not be liable for anything which it may do or refrain from doing in connection

herewith provided that it acts in good faith, and without gross negligence, willful neglect or intentional breach of this Agreement. Unless a dispute shall arise relating to the Escrow Agent's duties, Seller shall be responsible for the Escrow Agent's fees. In the event that the Escrow Agent becomes involved in litigation relating to the Escrow, the non-prevailing party shall be responsible for the payment of the Escrow Agent's reasonable fees and expenses and for the reasonable attorney fees and costs of the prevailing party. The Deposit shall remain in the control of the Escrow Agent until consummation or termination of the sale transaction as contemplated in this Agreement, at which time the escrow funds will be disbursed in accordance with this Agreement subject to the terms of this Section. Buyer and Seller will indemnify and hold the Escrow Agent harmless from any claims by them relating to the actions taken by the Escrow Agent in good faith while acting as Escrow Agent under the terms of this Agreement. The parties agree that the Escrow Agent may continue to represent Seller with regard to all matters arising out of this Agreement, other than any dispute as to its actions as the Escrow Agent.

18. Miscellaneous.

a. Survival of Provisions. All the warranties, representations and indemnities contained herein shall, as applicable, survive the Closing and the delivery of the deed and other documents for a period of **twenty-four (24)** months following the Closing.

b. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when (i) deposited in Federal Express (or any other national "next day" delivery service), or (ii) deposited in the United States mail via registered or certified mail, postage prepaid, return receipt requested, or (iii) electronic mail, and addressed as follows:

SELLER: **Fayette County, Tennessee**
Attn: Mayor Skip Taylor
Address:13095 North Main Street
Somerville, Tennessee 38068
Email: rtaylor@fayettetn.us

with copy to: **Rosser Law Firm**
Attn: Richard Rosser
Address: 102 East Court Square
Somerville, TN 38068

BUYER: **Van Deventer Family, LLC**
Attn: Troy Propes
Address:126 Seven Farms Dr., Suite 110
Charleston, South Carolina 29492
Email: troypropes@vdlc.com

with copy to: **Bradley Arant Boult Cummings LLP**
Attn: Matthew B. Mattingly
1221 Broadway, Suite 2400
Nashville, TN 37203
Email: mmattingly@bradley.com

Either party may, from time to time, by notice as herein provided, designate a different address to which notice to it shall be sent.

c. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located. Venue shall be in Fayette County, Tennessee.

d. Entire Agreement. This Agreement and the Exhibits hereto contains the entire understanding and agreement by and between the parties and all prior or contemporaneous oral or written agreements or instruments are merged herein, and no amendment to this Agreement shall be effective unless the same is in writing and signed by the parties hereto.

e. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

f. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Agreement.

g. Counterparts. This Agreement may be executed in multiple counterparts, each of which when taken together shall constitute one document.

h. Acceptance. The submission of the Agreement by Buyer to Seller constitutes an offer which shall become null and void unless Seller returns an executed copy to Buyer before 5:00 p.m. E.S.T. on the **fifth (5th) day** after the date of Buyer's execution hereof. Any modifications or additions by Seller shall constitute a counteroffer.

i. Time is of the Essence. Time is of the essence as to each and every provision of this Agreement.

j. Time Deadlines. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a date which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the

expiration of such time period shall automatically be extended to, the next business day which is not a Saturday, Sunday, federal or state holiday or other non-business day.

k. No Construction Against Preparer. This Agreement shall not be construed more strictly against one party than another party by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that, because of the arm's-length negotiations, all parties hereto have contributed substantially and materially to the preparation of this Agreement.

l. Attorneys' Fees. If it becomes necessary for either party to engage the services of an attorney to enforce their rights under this Agreement, both parties agree that the prevailing party shall be entitled to collect reasonable attorneys' fees.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and sealed as of the date set forth below each signature.

SELLER:

Fayette County, Tennessee

By: Rhea Taylor

Its: Fayette County Mayor

Date: _____

BUYER:

Van Deventer Family , LLC

By: Troy Propes

Its: Authorized Representative

Date: _____

EXHIBIT A

Property Description

Real estate east of Somerville on the south side of US Highway No. 64 in the First Civil District of Fayette County, Tennessee as more particularly described as follows:

Beginning at Concrete Monument No. 184, this monument being located on the northeast corner of Lot No. 15, the southeast corner of Lot No. 7 and the southwest corner of Lot No. 6 of Farm-T-Market Sub-division, all of said lots now owned by Fayette Equipment Company, Inc., from said point of beginning North 77 degrees East, with south lines of Lots 6, 5, and 4 of said Sub-division, 300 feet to an iron stake in west margin of a 50 foot road; thence South, with west margin of said roadway, 892 feet to a stake, the north line of remainder of land owned by Farm-T-Market Company, Inc.; thence West 633.5 feet to a stake in east margin of a 50 foot roadway; thence North, with east margin of said roadway, 700 feet to a stake, the southwest corner of a strip of land recently conveyed by Farm-T-Market Company, Inc. to Fayette Equipment Company Inc.; thence East 341.5 feet to a stake, a southeast corner of said land of Fayette Equipment Company Inc.; thence North 124.7 feet to the beginning and containing 11.24 acres, as per survey of Ashley G. Wiles, County Surveyor of Fayette County, Tennessee, dated January 14th, 1960.

Under new business, the chairman addressed the board about the roof replacement on career building due to the damage getting worse, he stated that he has an estimate of \$40,000.00, it would have to be bid out. The chairman asked for the board's permission to go forward with getting the repairs done. Commissioner Norton made the motion to approve. The motion was seconded by Commissioner Perkins. After much discussion, the motion passed unanimously.



**INSULATED
ROOFING
SYSTEMS
INC.**

(SINCE 1981)

February 7, 2024

Mr. Mike Kee
121 West Court Square
Somerville, TN 38068

look forward to working v

Respectfully Submitted,

Heather Beard Smith

Prices are only valid for a period of thirty (30) professional workmanlike manner per stand executed only upon written orders and will b or delays beyond our control. Owner to carry insurance. 1.5% per month will be added to hereby accepted by Owner/Agent and

Contractor. Insulated Roofing Systems, Inc. i contract is not deemed valid until Owner/Ag

The chairman stated, the building that the trustee, register of deeds, property assessor, and chancery court clerk's office is in the lease is coming up in June. The contractor has told the chairman that he will be finished in July. He presented a lease agreement to extend the lease for six (6) months. Commissioner Wiggins made the motion to approve. The motion was seconded by Commissioner Rice and passed unanimously.

AMENDMENT NO. 1 TO LEASE AGREEMENT

THIS AMENDMENT NO. 1 TO LEASE AGREEMENT (this "*Amendment*") is made and executed as of April _____, 2024, by and between ASHLEY PULLIAM TURNER, an individual resident of the state of Tennessee ("*Lessor*"), and **FAYETTE COUNTY, TENNESSEE** ("*Fayette County*").

WITNESSETH:

WHEREAS, Lessor and Fayette County entered into that certain Lease Agreement dated November 11, 2022 (as amended hereby and as may be further amended, restated, supplemented and otherwise modified from time to time, the "*Lease*"), with respect to certain property located in Somerville, Tennessee (the "*Property*"); and

WHEREAS, Fayette County has requested and Lessor has agreed to grant Fayette County an extension of the term of the Lease; and

WHEREAS, the parties desire to amend the Lease as set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is hereby agreed as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings set forth in the Lease.

2. Interpretation. To the extent the terms and conditions of this Amendment conflict with the terms and conditions of the Lease, the terms and conditions of this Amendment shall control.

3. Amended Terms.

(a) Section 1(A) of the Lease is hereby amended to add one (1) additional renewal period of six (6) months, which shall extend the term of the lease to December 31, 2024.

(b) At the end of the term, as extended above, Lessor and Fayette County shall conduct a walk through of the property in order to identify and confirm the furniture, fixtures and equipment that Fayette County will remove from the property at the end of the lease term. Chester Pulliam, operating on behalf of and as an agent for Lessor, shall be permitted to enter the property at the request of the parties to remove the fixtures as agreed upon in writing by Lessor and Fayette County.

(c) **Lease Effective.** Except as herein modified, all terms and conditions of the Lease shall remain in full force and effect, shall not be considered amended or modified except as is specifically set forth in this Amendment, and are hereby ratified and confirmed in all respects.

(d) **Counterparts.** This Amendment may be executed in counterparts, all of which taken together shall constitute one document. Signatures delivered by facsimile, scanned .pdf image, or other electronic means shall have the same force and effect as original signatures.

[Signature page follows.]

IN WITNESS WHEREOF, this Amendment has been executed on the date first above written.

LESSOR:

Ashley Pulliam Turner

FAYETTE COUNTY, TENNESSEE

By: _____
Name: Rhea Taylor
Title: Mayor

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

Rhea "Skip" Taylor, County Mayor

ATTEST:

Shana N. Burch, County Clerk