

FAYETTE COUNTY LEGISLATIVE BODY

July 23, 2024

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

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

Commissioner David Crislip gave the invocation.

The floor was open for public comments. With no one coming forward the floor was closed.

Commissioner Wiggins made the motion to approve the June 25, 2024. Minutes. The motion was seconded by Commissioner Watkins and passed unanimously.

Commissioner Norton made the motion to approve the following as notaries.

NOTARY LIST
July 23, 2024

Kimberlye Bledsoe
Jackson Cobb*
Melissa Freeman*
Tammy Gregson*
Michael C. Joyner*
Sonya Love
Cashaundra W. Scullark*
Jennifer L. Trainer*

*DENOTES NEW NOTARY

The motion was seconded by Commissioner Roberts Sills and passed unanimously.

The chairman stated that the financial reports are in the packet and to get with the appropriate official for any questions.

Date: 7/15/2024 11:37:04AM
 User: ginger


Fayette County Chancery Court
 Annual Financial Report
 For The Year Ended June 30, 2024

Acct #	Description	Beginning Balance	Adjustments	Receipts	Disbursements	Commission Transfers	Ending Balance
Fund: 905 Clerk And Master							
23000	Due To State Of Tennessee	0.00	0.00	7,861.25	-7,330.60	-530.65	0.00
	23111 Litigation Tax	0.00	0.00	7,861.25	-7,330.60	-530.65	0.00
	Totals:						
24000	Due To County Trustee	0.00	0.00	16,867.50	-15,728.93	-1,138.57	0.00
	24140 Litigation Tax - General	0.00	1,896.09	181,618.74	-174,339.08	-9,175.75	0.00
	24160 Delinquent Taxes	0.00	294.00	2,389.50	-2,549.32	-134.18	0.00
	24360 Officers Costs	0.00	0.00	1,730.00	-1,643.50	-86.50	0.00
	24490 Other Collections	0.00	2,190.09	202,605.74	-194,260.83	-10,535.00	0.00
	Totals:						
25000	Due To Cities	0.00	-1,397.28	70,866.52	-65,995.78	-3,473.46	0.00
	25110 City Delinquent Taxes	0.00	-1,397.28	70,866.52	-65,995.78	-3,473.46	0.00
	Totals:						
26000	Due To Litigants, Heirs And Others	1,588,972.33	48,475.30	3,118,500.50	-2,239,422.26	0.00	2,496,525.87
	26100 Court Funds And Costs	0.00	62.00	1,566.00	-1,628.00	0.00	0.00
	26200 Officers' Costs - Non-County	0.00	0.00	8,385.59	-8,385.59	0.00	0.00
	26300 Alimony/child Support	1,111,976.38	-207,924.09	559,396.82	-79,999.40	-510.01	1,382,939.70
	26400 Deposits	0.00	-151.46	28,642.68	-28,491.22	0.00	0.00
	26510 Attorney Fees - Delinquent Tax	2,700,948.71	-159,538.25	3,716,491.59	-2,377,926.47	-510.01	3,879,465.57
	Totals:						
28000	Other Credits	0.00	263.55	118,829.79	-134,142.46	15,049.12	0.00
	29900 Fee/commission Account	0.00	263.55	118,829.79	-134,142.46	15,049.12	0.00
	Totals:						
	Fund Totals:	2,700,948.71	-158,481.89	4,116,654.89	-2,779,656.14	0.00	\$3,879,465.57

Fayette County, Tennessee
 Office Of The Register Of Deeds
 Annual Financial Report
 For The Period Of 07/01/2023 - 06/30/2024

Account Description	Beginning Balance	Adjustments	Receipts	Transfers In	Disbursements	Transfers Out	Co
MORTGAGE TAX	0.00	0.00	483040.24	0.00	471447.22	0.00	
CONVEYANCE TAX	0.00	0.00	1566336.71	0.00	1528744.68	0.00	
DP FEES	0.00	0.00	14496.00	0.00	14496.00	0.00	
REGISTER'S FEES	0.00	0.00	2837.00	0.00	2837.00	0.00	
RECORDING FEES	-611.00	0.00	199226.22	0.00	248339.27	0.00	
LATE FEES	0.00	0.00	0.00	0.00	0.00	0.00	
MISCELLANEOUS FEES	0.00	0.00	477.75	0.00	477.75	0.00	
REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00	
OVER/SHORT	0.00	0.00	416.78	0.00	416.78	0.00	
ESCROW	0.00	0.00	0.00	0.00	0.00	0.00	
CR/DB CARD FEES	0.00	0.00	0.00	0.00	0.00	0.00	
TOTALS:	-611.00	0.00	2266830.70	0.00	2266758.70	0.00	
SUMMARY OF ASSETS:							
CASH ON HAND	312.00						
CASH IN BANK	0.00						
ACCOUNTS RECEIVABLE	299.00						
TOTALS:	611.00						

This report is submitted in accordance with requirements of Sections 5-8-505 and /or 67-5-1902, as amended, Tennessee Code Annotated, and to the best of my knowledge, information and belief accurately reflect transactions of this office for the period 07/01/2023 through 06/30/2024.



 Register of Deeds

 Date 07-02-2024

 County Mayor

 Date

 County Clerk

 Date

Trial balance				
Fayette County Juvenile Court				
As of 6/30/2024				
Account	Type	Description	Debit	Credit
11130	Bank	Cash in Trustmark Bank	\$2,584.00	
11131	Bank	Cash in Cadence Bank	\$2,650.00	
11300	Bank	Investments - Trust	\$131,635.39	
11120	Asset	Cash on Hand - Undeposited Funds	\$0.00	
		Total Assets	\$136,869.39	
23191	Liability	Administrative Fees - Indigent		\$0.00
23191.01	Liability	Admin Fees - Court Appt Counsel		\$0.00
23191.02	Liability	Admin Fees - Public Defender		\$0.00
23191.03	Liability	Admin Fees - GAL		\$0.00
23400	Liability	Department of Safety		\$0.00
23400.01	Liability	Traffic Fines		\$0.00
23400.02	Liability	Seatbelt Violations		\$0.00
23900	Liability	Funds Due Other Agencies		\$0.00
23900.01	Liability	Partial Attorney Fees (AOC)		\$0.00
24360	Liability	Officers Costs (42420)		\$0.00
24360.01	Liability	Sheriff Department Service		\$0.00
24360.02	Liability	Sheriff Department Data		\$0.00
24360.04	Liability	Somerville PD Citation		\$0.00
24360.05	Liability	Oakland PD Citation		\$0.00
24360.06	Liability	Rossville PD Citation		\$0.00
24360.07	Liability	Galloway PD Citation		\$0.00
24360.08	Liability	Hickory Withe PD Citation		\$0.00
24360.09	Liability	Braden PD Citation		\$0.00
24360.10	Liability	Piperton PD Citation		\$0.00
24360.11	Liability	Moscow PD Citation		\$0.00
24360.12	Liability	Williston PD Citation		\$0.00
24360.13	Liability	La Grange PD Citation		\$0.00
24360.14	Liability	TWRA Citation		\$0.00
24360.15	Liability	Dept of Agriculture/Forestry Service Citation		\$0.00
24360.16	Liability	TN Hwy Patrol Citation		\$0.00
24360.17	Liability	Sheriff Citation		\$0.00
24360.21	Liability	Secretary of State Service		\$0.00
24490	Liability	Other Collections		\$0.00
24490.01	Liability	Archives Fee		\$0.00
26100	Liability	Court Funds and Costs		\$5,150.00
26100.03	Liability	Restitution		\$0.00
26100.04	Liability	Refunds		\$0.00
26100.05	Liability	Bond/Child Support DHS		\$1,900.00
26100.08	Liability	Direct Pay - Attorney/GAL		\$3,250.00
26200	Liability	Officers' Costs - Non-County		\$84.00
26201	Liability	Officers' Costs - Shelby Co		\$0.00

(Closing date: 4/30/2019) Page 1.

Trial balance				
Fayette County Juvenile Court				
As of 6/30/2024				

Account	Type	Description	Debit	Credit
26310	Liability	Publications		\$0.00
26400	Liability	Investments		\$131,635.39
26400.01	Liability	Trust Funds to Invest		\$0.00
26400.02	Liability	Trust Funds to Disburse		\$0.00
26400.03	Liability	Trust Monies Held		\$131,635.39
26402	Liability	Non-Invested Funds Holding		\$0.00
29900	Liability	Clerk Funds		\$0.00
29900.01	Liability	Juvenile Fines		\$0.00
29900.02	Liability	Clerk Data Fee		\$0.00
29900.03	Liability	Interpreter Fees		\$0.00
29900.04	Liability	Detention Fees		\$0.00
29900.05	Liability	Commissions		\$0.00
29900.06	Liability	Copies, Fax Filing, and Other Fees		\$0.00
29900.07	Liability	Clerk Fees		\$0.00
29900.071	Liability	Disburse 11130 to Clerk		\$0.00
29900.072	Liability	Disburse 11131 to Clerk		\$0.00
29900.08	Liability	Tobacco Juvenile Fine		\$0.00
29900.09	Liability	Subpoena/Summons		\$0.00
29900.10	Liability	Notice of Appeal		\$0.00
		Total Liabilities		\$136,869.39
Total			\$136,869.39	\$136,869.39

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Acct #	Description	Beginning Balance	Adjustments	Receipts	Disbursements	Commission Transfers	Ending Balance
Fund: 902 Circuit Court Clerk							
23000 Due To State Of Tennessee							
23111	Litigation Tax	0.00	-144,324.75	186,060.57	-39,544.01	-2,191.81	0.00
23180	Criminal Injuries Compensation Tax	0.00	-73.50	4,747.68	-4,517.18	-157.00	0.00
23300	Secretary Of State - Notary Commissions	0.00	15.00	5.00	-20.00	0.00	0.00
23400	Department Of Safety	0.00	146.50	1,312.50	-1,393.16	-65.64	0.00
23600	Tenn Bureau Of Investigation	0.00	40.00	382.50	-401.36	-21.14	0.00
23900	Other Funds Due State	0.00	10,120.44	2,800.00	-12,018.42	-150.02	752.00
Totals:		0.00	-134,076.51	195,508.25	-57,894.13	-2,585.61	752.00
24000 Due To County Trustee							
24140	Litigation Tax - General	0.00	-108.25	9,170.25	-8,450.31	-611.69	0.00
24310	County Fines	0.00	3,705.92	11,823.50	-14,836.13	-693.29	0.00
24330	Drug Fines	0.00	29.50	37,488.50	-35,642.09	-1,875.91	0.00
24331	Drug Court Fees	0.00	140.00	1,890.00	-1,928.49	-101.51	0.00
24360	Officers Costs	0.00	245.50	13,602.00	-13,155.05	-692.45	0.00
24370	Jail Fees	0.00	0.00	72.00	-68.40	-3.60	0.00
24380	District Attorney General Fees	0.00	0.00	2,066.00	-1,962.70	-103.30	0.00
24490	Other Collections	0.00	143.00	6,049.00	-6,133.50	-58.50	0.00
Totals:		0.00	4,155.67	82,161.25	-82,176.67	-4,140.25	0.00
25000 Due To Cities							
25210	City Fines	0.00	0.00	1,975.00	-1,876.25	-98.75	0.00
25220	Drug Fines	0.00	0.00	1,770.00	-1,681.50	-88.50	0.00
25230	Officers Costs	0.00	-168.00	2,161.50	-1,893.80	-99.70	0.00
Totals:		0.00	-168.00	5,906.50	-5,451.55	-286.95	0.00
26000 Due To Litigants, Heirs And Others							
26100	Court Funds And Costs	852,770.38	152,027.34	147,043.52	-380,810.76	0.00	771,030.48
26200	Officers Costs - Non-County	32.00	8.00	236.00	-276.00	0.00	0.00
26400	Deposits	521,882.88	-96,736.45	327,293.89	-139,361.66	-55.41	613,123.25
Totals:		1,374,685.26	55,298.89	474,673.41	-520,448.42	-55.41	1,384,153.73
28000 Other Credits							
28900	Fee/Commission Account	0.00	-6,617.20	87,873.44	-88,324.46	7,068.22	0.00
Totals:		0.00	-6,617.20	87,873.44	-88,324.46	7,068.22	0.00
Fund Totals:		1,374,685.26	-81,407.15	845,922.85	-754,295.23	0.00	\$1,384,905.73

Date: 7/2/2024 9:11:31AM
User: heather

Fayette County Circuit Court
Annual Financial Report
For The Year Ended June 30, 2024

Summary of Assets:

Cash In Bank	\$867,325.68
Cash On Hand	\$0.00
Investments	\$507,359.58
Totals:	\$1,374,685.26

	\$779,348.62
	\$0.00
	\$605,557.11
	\$1,384,905.73

This report is submitted in accordance with requirements of Section 5-8-505 and/or 67-5-1902, Tennessee Code Annotated, and to the best of my knowledge and belief accurately reflects transactions of this office for the year ended June 30, 2024.


(Signature)

Circuit Court Clerk
(Title)

7-2-24
(Date)

Eyette Co General Sessions Court
 Annual Financial Report
 For The Year Ended June 30, 2024

Acct #	Description	Beginning Balance	Adjustments	Receipts	Disbursements	Commission Transfers	Ending Balance
Fund: 904 General Sessions Court Clerk							
23000 Due To State Of Tennessee							
23111	Litigation Tax	0.00	751.24	172,040.56	-162,339.34	-10,452.46	0.00
23180	Criminal Injuries Compensation Tax	0.00	279.50	7,044.00	-7,092.50	-231.00	0.00
23220	Game And Fish Fines And Costs	0.00	0.00	170.50	-164.25	-6.25	0.00
23300	Secretary Of State - Notary Commissions	0.00	0.00	160.00	-160.00	0.00	0.00
23400	Department Of Safety	0.00	-19.75	149,647.08	-142,145.95	-7,481.38	0.00
23600	Tenn Bureau Of Investigation	0.00	75.00	1,717.19	-1,702.55	-89.64	0.00
23800	Motor Vehicle Enforcement	0.00	0.00	2,250.00	-2,137.50	-112.50	0.00
23900	Other Funds Due State	0.00	62,149.1	6,567.00	-11,373.81	-338.85	1,669.25
Totals:		0.00	7,300.90	339,596.33	-327,115.90	-18,712.08	1,069.25
24000 Due To County Trustee							
24140	Litigation Tax - General	0.00	-1,411.66	275,726.63	-255,802.88	-18,512.09	0.00
24310	County Fines	0.00	3,594.50	29,934.00	-31,852.06	-1,576.44	0.00
24330	Drug Fines	0.00	3,706.25	10,139.65	-13,153.99	-692.31	0.00
24331	Drug Court Fee	0.00	166.25	4,199.50	-4,147.46	-218.29	0.00
24340	County Game And Fish Fines	0.00	0.00	62.50	-56.25	-6.25	0.00
24360	Officers Costs	0.00	1,213.25	39,028.00	-38,229.19	-2,012.06	0.00
24370	Jail Fees	0.00	120.00	2,495.25	-2,484.48	-130.77	0.00
24380	District Attorney General Fees	0.00	75.00	1,300.00	-1,306.25	-68.75	0.00
24490	Other Collections	0.00	5,928.75	57,677.48	-60,322.80	-3,283.43	0.00
Totals:		0.00	13,392.34	420,563.01	-407,354.96	-26,600.39	0.00
25000 Due To Cities							
25210	City Fines	0.00	0.00	6,940.50	-6,593.47	-347.03	0.00
25220	Drug Fines	0.00	0.00	5,419.50	-5,148.52	-270.98	0.00
25230	Officers Costs	0.00	-49.10	5,016.00	-4,718.65	-248.25	0.00
Totals:		0.00	-49.10	17,376.00	-16,460.64	-865.26	0.00
26000 Due To Litigants, Hefry And Others							
26100	Court Funds And Costs	16,656.87	103,998.00	363,104.10	-462,145.84	0.00	21,613.13
26200	Officers' Costs - Non-County	64.00	128.00	3,138.00	-3,350.00	0.00	0.00
26400	Deposits	51,600.00	-88,824.55	87,374.55	-2,750.00	0.00	47,400.00
Totals:		68,320.87	15,301.45	453,636.65	-468,245.84	0.00	69,013.13
28000 Other Credits							
29900	Fee/commission Account	0.00	-132.17	198,746.01	-244,792.57	46,178.73	0.00
Totals:		0.00	-132.17	198,746.01	-244,792.57	46,178.73	0.00

Fayette Co General Sessions Court
Annual Financial Report
For The Year Ended June 30, 2024

Fund Totals:	68,320.87	35,813.42	1,429,918.00	-1,463,969.91	0.00	\$70,082.38
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Date: 7/2/2024 9:20:17AM
User: heather

Fayette Co General Sessions Court
Annual Financial Report
For The Year Ended June 30, 2024

Summary of Assets:

Cash In Bank	\$68,320.87	\$70,082.38
Cash On Hand	\$0.00	\$0.00
Totals:	\$68,320.87	\$70,082.38

This report is submitted in accordance with requirements of Section 5-8-505 and/or 67-5-1902, Tennessee Code Annotated, and to the best of my knowledge and belief accurately reflects transactions of this office for the year ended June 30, 2024.

Ed Rollins
(Signature)

Circuit Court Clerk
(Title)

7-2-24
(Date)

Printed: 07/09/2024

FAYETTE COUNTY CLERK
 GENERAL LEDGER - FINANCIAL REPORT
 YEAR FORMAT

FISCAL YEAR 2024 - PERIOD ENDING 06/30/2024

ACCT DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFI
21000 CURRENT LIABILITIES	.00	.00	.00	.00	.00	.00
*** SUB-TOTAL ***						
22000 OTHER LIABILITIES	.00	.00	.00	.00	.00	.00
22100 BUSINESS TAX REV/GROSS RECEIPT	.00	.00	.00	.00	.00	.00
22101 BUSINESS TAX INTEREST	.00	.00	.00	.00	.00	.00
22102 BUSINESS TAX PENALTY	.00	.00	.00	.00	.00	.00
22103 BUSINESS TAX ADJUSTMENTS	.00	.00	.00	.00	.00	.00
22500 BUSINESS TAX - STATE GROSS	.00	.00	.00	.00	.00	.00
22501 BUSINESS TAX - STATE INTEREST	.00	.00	.00	.00	.00	.00
22502 BUSINESS TAX - STATE PENALTY	.00	.00	.00	.00	.00	.00
22503 BUSINESS TAX - STATE ADJUSTS	.00	.00	.00	.00	.00	.00
*** SUB-TOTAL ***						
23000 DUE TO STATE OF TENNESSEE	.00	.00	.00	.00	.00	.00
23110 BUSINESS TAX DUE STATE	.00	.00	.00	.00	.00	.00
23120 RETIREMENT	.00	.00	3,091,658.92	2,937,075.98	154,582.94	.00
23130 STATE SALES TAX - AUTO	.00	.00	113,437.17	107,765.32	5,671.85	.00
23131 LOCAL SALES TAX - AUTO	.00	.00	175,101.09	166,346.03	8,755.06	.00
23132 STATE SALES TAX - BOAT	.00	.00	9,477.04	9,003.18	473.86	.00
23133 LOCAL SALES TAX - BOAT	.00	.00	93,045.20	88,392.94	4,652.26	.00
23134 AUTO - STATE SINGLE ARTICLE	.00	.00	6,858.09	6,515.16	342.93	.00
23135 BOAT - STATE SINGLE ARTICLE	.00	.00	740.00	740.00	.00	.00
23145 MFG HOME INSTALLATION PERMITS	.00	.00	4,050.00	3,847.50	202.50	.00
23150 MARRIAGE LICENSE DUE STATE	.00	.00	14,160.00	14,160.00	.00	.00
23151 STATE PREMARITAL TRAINING	.00	.00	585,504.12	585,504.12	.00	.00
23160 MVD - STATE REGISTRATIONS	.00	.00	29,250.00	29,250.00	.00	.00
23163 EIVS NOTICE STATE	.00	.00	1,299,420.50	1,299,420.50	.00	.00
23165 MVD - RENEWALS	.00	.00	31,841.75	31,841.75	.00	.00
23168 Electric Vehicle Fee	.00	.00	.00	.00	.00	.00
23169 TRANSPORT MOD E-H FEE	.00	.00	111,832.00	111,832.00	.00	.00
23170 MVD - TITLE APPL - STATE	.00	.00	.00	.00	.00	.00
23171 REPLACE TITLES/NOTING OF LIEN	.00	.00	.00	.00	.00	.00
23210 GAME & FISH	-352.10	.00	282.00	.00	.00	.00
23300 NOTARY COMMISSIONS	-51.00	.00	786.00	806.00	.00	.00
23405 GUN PERMIT - SAFETY	.00	.00	.00	.00	.00	.00
*** SUB-TOTAL ***	-403.10	.00	5,567,443.88	5,392,500.48	174,681.40	.00
24000 DUE TO COUNTY TRUSTEE	.00	.00	.00	.00	.00	.00
24110 BUSINESS TAX DUE COUNTY	.00	.00	250.00	237.50	12.50	.00
24120 WHOLESALE BEER TAX	.00	.00	72,496.80	68,871.97	3,624.83	.00
24130 WHEEL TAX	.00	70.00	3,281,570.06	3,281,500.06	.00	.00
24170 HOTEL/MOTEL TAX	.00	.00	17,170.89	16,312.35	858.54	.00
24210 MARRIAGE LICENSE - COUNTY	.00	.00	2,700.00	2,565.00	135.00	.00
24220 BEER APPLICATIONS	.00	.00	.00	.00	.00	.00
24221 BEER ANNUAL RENEWALS	.00	.00	.00	855.00	45.00	.00

Printed: 07/09/2024

FAYETTE COUNTY CLERK
 GENERAL LEDGER - FINANCIAL REPORT
 YEAR FORMAT
 FISCAL YEAR 2024 - PERIOD ENDING 06/30/2024

ACCT	DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSF
24295	Racetrack License Fee	.00	.00	.00	.00	.00	.00
24296	Racetrack Renewal Fee	.00	.00	.00	.00	.00	.00
24490	OTHER COUNTY COLLECTIONS	.00	.00	1,350.00	1,350.00	.00	.00
24492	HELPING SCHOOLS	.00	.00	808.40	808.40	.00	.00
	*** SUB-TOTAL ***	.00	70.00	3,377,246.15	3,372,500.28	4,675.87	
26000	DUE TO LITIGANTS, HEIRS, & OTHERS	.00	.00	.00	.00	.00	.00
26010	ML Specialty Certificate	.00	.00	7,407.29	7,407.29	.00	.00
26315	CONTRIBUTIONS - ORGAN DONOR PR	.00	.00	.00	.00	.00	.00
26400	DEPOSITS	.00	.00	24,429.75	24,429.75	.00	.00
26401	CREDIT CARD FEES - BIS	.00	.00	82,140.14	82,140.14	.00	.00
26405	CREDIT CARD - BANK	.00	.00	.00	.00	.00	.00
26901	GENEOLOGY RESEARCH	.00	.00	.00	.00	.00	.00
26920	NOTARY SEALS	.00	.00	.00	.00	.00	.00
26930	POSTAL CHARGES	.00	.00	.00	.00	.00	.00
26991	OVERPAYMENT/REFUND	.00	-70.00	3,379.13	3,449.13	.00	.00
26999	OVER & SHORT	.00	.00	.00	.00	.00	.00
	*** SUB-TOTAL ***	.00	-70.00	117,356.31	117,426.31	.00	.00
29900	FEE & COMMISSION ACCOUNT						
29900	CLERK'S FEES/COMMISSIONS	-105,812.09	.00	389,511.99	577,931.88	-188,079.72	.00
29901	COMPUTER CLERK SEE	.00	.00	6,276.00	6,276.00	.00	.00
29902	TONER & PAPER FEES	.00	.00	8,722.45	.00	8,722.45	.00
29955	EIVS NOTICE COUNTY	.00	.00	10,065.00	10,065.00	.00	.00
29957	EARMARK TITLE LOCAL 3	.00	.00	35,574.00	35,574.00	.00	.00
	*** SUB-TOTAL ***	-105,812.09	.00	450,149.44	629,846.88	-179,357.27	.00
	*** TOTAL ***	-106,215.19	.00	9,512,195.78	9,512,273.95	.00	.00

Printed: 07/09/2024

FAYETTE COUNTY CLERK
GENERAL LEDGER - FINANCIAL REPORT
YEAR FORMAT
FISCAL YEAR 2024 - PERIOD ENDING 06/30/2024

ACCT DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSF
SUMMARY OF ASSETS:						
CASH ON HAND	4,000.00					
CREDIT CARD	.00					
CREDIT CARD CHARGES-AMTOT	.00					
CASH-TRUSTMARK NATIONAL BANK	43,425.93					
CASH - BANK OF FAYETTE	21,460.27					
CREDIT CARD	36,687.23					
RETURNED CHECKS	661.76					
HOTEL RECEIVABLE	.00					
TITLE GIFT VOUCHER	.00					
RENEWAL GIFT VOUCHER	.00					
*** TOTAL ***	106,215.19					

THIS REPORT IS SUBMITTED IN ACCORDANCE WITH REQUIREMENTS OF SECTION 5-8-505, AND/OR 67-5-1902, TENNESSEE CODE ANNOTATED, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF ACCURATELY REFLECTS TRANSACTIONS OF THIS OFFICE FOR THE PERIOD ENDING JUNE 30, 2024.



 (Signature) Nancy Berry
 (Title)

 (Date) July 9, 2024

This report is to be filed with the County Executive and County Clerk.

THIS REPORT IS SUBMITTED IN ACCORDANCE WITH REQUIREMENTS OF SECTION 5-8-505, AND/OR 67-5-1902 TENNESSEE CODE ANOTATED, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF ACCURATELY REFLECTS TRANSACTIONS OF THIS OFFICE FOR THE YEAR ENDED JUNE 30, 2024


JAMES R. (BOBBY) RILES, SHERIFF


DATE

FAYETTE COUNTY, TENNESSEE
OFFICE OF SHERIFF
ANNUAL FINANCIAL REPORT
YEAR ENDING JUNE 30, 2024

ACCOUNT	BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE
Court Funds				
Cash bonds and forfeitures	\$0.00	\$0.00	\$0.00	\$0.00
Juvenile Court	\$0.00	\$0.00	\$0.00	\$0.00
Chancery	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COURT FUNDS	\$0.00	\$0.00	\$0.00	\$0.00
Fayette County				
Accident Reports	\$0.00	\$692.00	\$692.00	\$0.00
Wrecker/Misc	\$0.00	\$18,000.00	\$18,000.00	\$0.00
Jail Booking fees	\$0.00	\$8,621.09	\$8,621.09	\$0.00
NCIC Computer	\$0.00	\$12,402.00	\$12,402.00	\$0.00
Property Damage/ Copy	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Maint	\$0.00	\$21,957.09	\$21,957.09	\$0.00
Medical/Meds	\$0.00	\$3,757.21	\$3,757.21	\$0.00
Commissary Commission	\$0.00	\$6,460.00	\$6,460.00	\$0.00
Vending Machine Commission	\$0.00	\$0.00	\$0.00	\$0.00
Warrant Service Fees	\$0.00	\$15,767.30	\$15,767.30	\$0.00
Fuel	\$0.00	\$661.39	\$661.39	\$0.00
Auction Vehicles/Misc	\$0.00	\$0.00	\$0.00	\$0.00
Sexual Offender Register	\$0.00	\$6,900.00	\$6,900.00	\$0.00
State of TN Fees	\$0.00	\$88.55	\$88.55	\$0.00
Donations	\$0.00	\$0.00	\$0.00	\$0.00
Animal Control Fee/Restitution	\$0.00	\$0.00	\$0.00	\$0.00
Immate Co-pays	\$0.00	\$0.00	\$0.00	\$0.00
Officers Cost	\$0.00	\$867.95	\$867.95	\$0.00
E-911 Sal/Training	\$0.00	\$157,700.00	\$157,700.00	\$0.00
DUI/Blood Draws	\$0.00	\$1,380.00	\$1,380.00	\$0.00
School Security Deputy OT Reim	\$0.00	\$0.00	\$0.00	\$0.00
Insurance Recovery	\$0.00	\$10,298.67	\$10,298.67	\$0.00
TOTAL	\$0.00	\$265,553.25	\$265,553.25	\$0.00
CONFIDENTIAL FUNDS (DRUG)	\$2,064.59	\$4,000.00	\$3,085.00	\$2,979.59
TOTAL FAYETTE COUNTY	\$2,064.59	\$269,553.25	\$268,638.25	\$2,979.59
COMMISSARY FUND				
DRUG FUND (TRUSTEE)	\$10,308.00	\$0.00	\$0.00	\$0.00
FUNDS TO TBI	\$0.00	\$68,234.93	\$65,278.93	\$13,264.00
FUNDS TO OTHER	\$0.00	\$0.00	\$2,250.00	\$0.00
MISC FUNDS	\$0.00	\$0.00	\$0.00	\$0.00
CRIME STOPPERS FUND	\$6,326.63	\$50.00	\$0.00	\$6,376.63
TOTAL	\$16,634.63	\$70,534.93	\$67,528.93	\$19,640.63

Template Name: LCC
 Created By:

Fayette County Trustee
 YTD RDB Report
 Thru June 2024

User: Charles McLab
 Date/Time: 7/11/2024 4:09 PM
 Page 1 of 3

Dept Description	Beginning Balance	Adjustments	Receipts	Transfers In	Disbursements	Transfers Out	Commissions	Ending Balance
101 County General Fund	-14,761,614.02	170,066.37	-29,097,838.30	0.00	26,586,759.19	0.00	374,223.96	-16,728,402.80
116 Solid Waste/Sanitation	-1,923,365.49	0.00	-1,598,886.54	0.00	1,624,262.32	0.00	13,870.73	-1,884,118.98
122 Drug Control	-583,195.37	0.00	-73,170.96	0.00	162,612.34	0.00	487.36	-493,266.63
125 Adequate Facilities Tax/Dev Tax	-1,056,791.40	0.00	-991,820.00	0.00	950,000.00	0.00	9,918.20	-1,088,693.20
131 Highway/Public Works	-5,494,401.88	1,715.23	-6,445,639.87	0.00	6,414,827.45	0.00	66,155.37	-5,457,343.70
141 General Purpose School	-7,587,171.18	6,413.01	-34,925,957.60	0.00	32,880,848.63	0.00	222,328.86	-9,403,538.28
142 School Federal Projects	-83,082.64	0.00	-9,626,648.45	0.00	9,377,923.38	0.00	0.00	-331,807.71
143 Central Cafeteria	-1,068,835.76	0.00	-2,159,402.25	0.00	2,658,428.86	0.00	0.00	-569,809.15
151 General Debt Service	-4,377,289.16	0.00	-2,702,172.07	0.00	2,660,145.00	0.00	23,419.37	-4,395,896.86
171 General Capital Projects	-11,742,359.19	0.00	-1,951,378.80	0.00	4,035,701.23	0.00	8,910.81	-9,649,125.95
172 Community Development/Industrial Park	-20.00	0.00	-1,800,000.00	0.00	1,104,643.60	0.00	0.00	-695,376.40
175 Hud Grant Project	-723,380.94	0.00	0.00	0.00	643,301.98	0.00	0.00	-80,078.96
180 American Rescue Plan Act	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
189 Other Projects	-135,792.66	0.00	0.00	0.00	0.00	0.00	0.00	-135,792.66

271	Insurance - County General 101	0.00	965,113.22	-965,113.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00
273	Insurance - Highway 131	0.00	554,737.43	-554,737.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00
274	Insurance - Schools 141 - 143	-222,297.66	6,026,598.29	-5,895,341.04	0.00	0.00	0.00	0.00	0.00	0.00	-91,040.41
351	Cities - Sales Tax	0.00	-12.48	-6,248,482.87	0.00	6,185,998.01	0.00	0.00	62,497.34	0.00	0.00
363	Judicial District Drug	0.00	0.00	-1,416.50	0.00	0.00	0.00	0.00	1.19	-1,415.31	0.00
920	Payroll Clearing Account 1	-1,276.48	16,818,620.30	-16,817,343.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00
921	Its Clearing Account	0.00	7,933,785.10	-7,933,785.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00
922	County General Payroll Clearing Account	0.00	9,732,545.61	-9,732,545.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21100	Accounts Payable	0.00	-9,525.01	-29,327.53	0.00	38,852.54	0.00	0.00	0.00	0.00	0.00
28310	Undistributed Taxes	0.00	-25,306.82	25,306.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28311	Undistributed Taxes Collected in Advance	-6,467.00	-902.00	3,536.59	0.00	0.00	0.00	0.00	0.00	0.00	-3,832.41
29900	Fee/Commission Account	0.00	-37,209.23	819,022.75	0.00	-0.33	0.00	0.00	-781,813.19	0.00	0.00
		-49,767,340.83	42,136,639.02	-138,703,141.80	0.00	95,324,304.20	0.00	0.00	0.00	0.00	-51,009,539.41

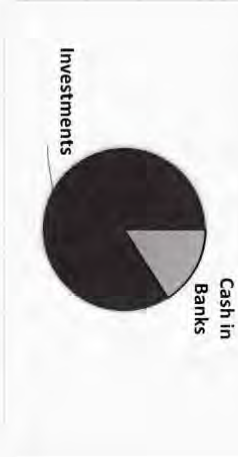
Cash on Hand	\$	500.00
Cash in Banks	\$	8,113,635.53
Investments	\$	42,895,184.88
	\$	51,009,320.41

101 - General Fund	\$	16,728,402.80
116 - Solid Waste Fund	\$	1,884,118.98
122 - Drug Control Fund	\$	493,266.63
125 - AFT Fund	\$	1,088,693.20
131 - Public Works Fund	\$	5,457,343.70
141 - General Purpose School Fund	\$	9,403,538.28
142 - School Federal Projects Fund	\$	331,807.71
143 - Central Cafeteria Fund	\$	569,809.15
151 - Debt Service Fund	\$	4,395,896.86
171 - Capital Projects Fund	\$	9,649,125.95
172 - Community Development Fund	\$	695,376.40
175 - HUD Grant Projects Fund	\$	80,078.96
189 - Other Capital Projects Fund	\$	135,792.66
363 - Judicial District Drug Fund	\$	1,415.31

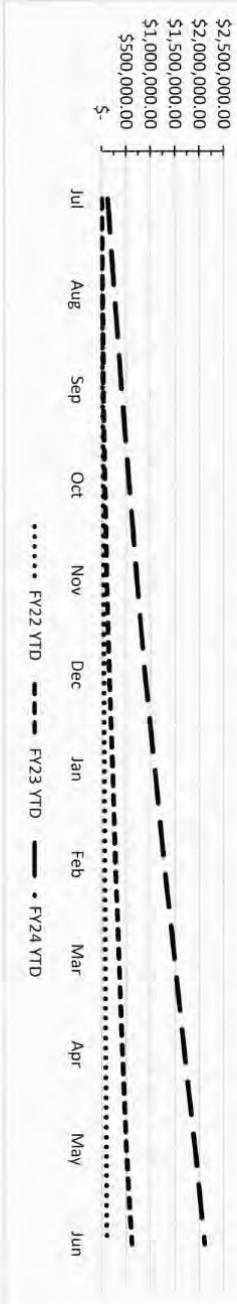
Cash Balance (Not Fund Balance)	\$	1,415.31
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	Interest Earned				
	FY22 YTD	FY23 YTD	FY24 MTD	FY24 YTD	
Jul	\$ 9,082.35	\$ 11,211.37	\$ 129,450.92	\$ 129,450.92	
Aug	\$ 17,397.86	\$ 23,149.14	\$ 134,984.29	\$ 264,435.21	
Sep	\$ 25,421.28	\$ 41,188.73	\$ 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	\$ 204,337.87	\$ 1,703,289.47	
May	\$ 94,340.93	\$ 506,077.11	\$ 210,656.07	\$ 1,913,945.54	
Jun	\$ 103,313.30	\$ 618,447.34	\$ 196,595.04	\$ 2,110,540.58	

June 2024



Interest Earned YTD



The chairman reported for the mayor's office. He stated that the bicentennial celebration would be held this year. Meetings started taking place in the fall of last year, Tina Glover and Mayor Judy Watters have been very active in this process. Every city would add something to the festival to represent them. The airshow was being talked about being incorporated but it has been decided that it will not work, so the event will take place somewhere else with food, fireworks, and band or something like that. He stated that his office is getting several requests for open records, but they keep calling it the freedom of information act. Which is a federal law that has different standards than the open records law. Freedom of Information is strictly federal. When the county gets a request for open records, we must provide it, unless it is excluded, in a timely manner.

There were no new reports for the sheriff, board of education, juvenile court, board of public works, and planning and development.

Charles McNabb reported for the trustee's office. He stated that this past fiscal year, \$2.1 million in interest and as of June 30th, 97.9% of the 2023 property taxes of been collected.

Development Committee did not meet.

Health and Welfare Committee did not meet.

Personnel Committee did not meet.

Education Committee did not meet.

Commissioner Rice reported for the Criminal Justice and Public Safety Committee which met on July 9, 2024. They discussed the sheriff's report and the food service contract for the jail.

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE

**Minutes
July 9, 2024**

Present

Canady Rice Leggett Wiggins Rhea

- 1) Sheriff's Report
 - The Committee reviewed the Sheriff's Report.
 - Sheriff Riles reported to the committee that there had been an additional fentanyl related death since the report had been created.
- 2) Food Service Contract for the Jail
 - Sheriff Riles presented the Jail Food Service contract. It has an annual escalated charge per meal.
 - After discussion, the committee recommended approval on a motion by Leggett, seconded by Wiggins.

Meeting Adjourned.

Commissioner Steve Reeves reported for the Budget Committee, which met on July 9, 2024. They discussed the budget for the fiscal year 2024-2025 for fund 171, budget for the fiscal year 2024-2025 for the school's general fund, food service contract for the jail, health insurance, Kroger opioid settlement, trustees credit card contract, and the county referendum on the sale of wine.

BUDGET COMMITTEE

Minutes July 9, 2024

Present

Perkins Rice Reeves, S Goodroe Norton
Sills Webb Watkins

- 1) Budget FY 2024-25 – Fund 171
 - Mayor Taylor presented a revised Capital Projects Fund 171 for next year that includes recently received grant funds for the Fire Department.
 - After discussion, the committee voted to recommend approval on a motion by Norton, seconded by Goodroe.
- 2) Budget FY 2024-25 – Schools General Fund 141
 - The School Board forwarded a new submission for their General Fund Budget for next year. The amount of expenditures over revenue they were projecting was \$7,554,571 and would leave only \$2,439,304 in fund balance.
 - Mayor Taylor recommended denying the budget because of the result. He did show where the school board had built in financial obstacles from the state. There was a reduction of state funding of \$624,857 and a required increase of \$808,060, for an additional total financial burden of \$1,432,914.
 - The committee voted to deny the budget and return it to the School Board on a motion by Perkins, seconded by Rice.
 - The committee asked the Mayor and Dr. Hamlett to get together and try to work out a better solution.
- 3) Food Service Contract for the Jail
 - Sheriff Riles presented the Jail Food Service contract. It has an annual escalated charge per meal.
 - After discussion, the committee recommended approval on a motion by Rice, seconded by Perkins.
- 4) Health Insurance Presentation
 - Wes Dozier, with Gallagher Insurance and has been our broker for the past several years, presented the committee information on an insurance pool that is being formed that may be beneficial to the county. The pool would remove a level of cost and provide a bigger base to receive insurance bids from. Currently Fayette County bids its own insurance out each year and pays a premium for the product.
 - This is for information only but in September, he will prepare reports to compare the current method and the insurance pool to see which would provide a better product. A decision to make a change would be needed in September or October.
- 5) Kroger Opioid Settlement
 - Mayor Taylor presented the committee with a resolution to join the Kroger Opioid Settlement. This would bring in about \$6,000 annually and would need to be filed by the first week in August.

- After discussion, the committee voted to recommend approval on a motion by Perkins, seconded by Sills.
- 6) Trustee Credit Card Contract
- Information from Charles McNab, Fayette County Trustee, about adding a credit card service at the Trustee's Office was presented to the committee.
 - He had researched and found two contracts that would provide what he needed. One was a yearly contract and would integrate into his accounting software package. The other was three year contract and provided a very user-friendly website.
 - He provided the information as information only at this time and would ask for approval at a later date.
- 7) County Referendum on the Sale of Wine
- Mayor Taylor reported to the committee that Buc-ee's had requested that they be allowed to sell wine at their proposed store in Gallaway. To accomplish this, a county-wide referendum on the ballot in November that would allow the store in Gallaway to sell wine.
 - After discussion, the committee voted to recommend moving forward with the referendum.

Meeting Adjourned.

Commissioner Steve Reeves made the motion to approve the food service contract for the jail. The motion was seconded by Commissioner Wiggins and passed unanimously.

AMENDMENT #1 TO THE FOOD SERVICE AGREEMENT

This Amendment is made and entered into by and between Fayette County Sheriff's Office Detention Center ("Client"), and Summit Food Service, LLC ("Company") (collectively "the Parties").

WHEREAS, the Parties have entered into a certain Food Service Agreement (the "Agreement"), effective August 1, 2023;

WHEREAS, the Parties have agreed to extend the Agreement with a pricing adjustment ; and

WHEREAS, the Parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the Parties, intending to be legally bound hereby, mutually agree as follows:

1. **Term.** This Agreement shall be extended for an additional year beginning August 1, 2024.
2. **Payment Arrangement.** Per section 7.6 of the Agreement, pricing at section 7.1.A.a shall be amended to reflect that Company shall charge per the following scale:

POPULATION SCALE	CURRENT PRICE	NEW RATE
< 51	TBN	TBN
51-60	\$4.324	\$4.540
61-70	\$3.752	\$3.940
71-80	\$3.341	\$3.508
81-90	\$3.056	\$3.209
91-100	\$2.837	\$2.979
101-110	\$2.663	\$2.796
111-120	\$2.523	\$2.649
121-130	\$2.405	\$2.525
131-140	\$2.311	\$2.427
141-150	\$2.232	\$2.344
151-160	\$2.166	\$2.274
160+	\$2.112	\$2.218

3. **Payments Due Dates, Method, and Late Payment Penalty.** Section 7.3 of the Agreement shall be modified to include the following language:
 Any change of banking information or change in the method of monies being transmitted or received shall be documented in hard copy (printed on paper) and delivered by hand, via certified or registered mail return receipt requested, or by overnight delivery service with a receipt of delivery, provided that such delivery is to the parties per Notice. In the alternative, the Company, at its discretion, may request verification by phone of any change of banking information or change in the method of monies being transmitted or received.

This Amendment is effective as of August 1, 2024. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

CLIENT: Fayette County Sheriff's Office

COMPANY: Summit Food Service, LLC

Signature: _____

Signature: _____

Name: _____

Name: Brittany Mayer-Schuler

Title: _____

Title: President

Date: _____

Date: _____

Commissioner Steve Reeves stated that they did have a health insurance presentation, and he does believe that the mayor is going to work on the county's health insurance.

Commissioner Steve Reeves made the motion to approve the Kroger opioid settlement resolution, the county would be receiving \$6,000.00 annually through the settlement. The motion was seconded by Commissioner Robert Sills and passed unanimously.

A RESOLUTION AUTHORIZING FAYETTE COUNTY TO
JOIN THE STATE OF TENNESSEE AND OTHER LOCAL
GOVERNMENTS IN AMENDING THE TENNESSEE STATE-
SUBDIVISION OPIOID ABATEMENT AGREEMENT AND
APPROVING THE RELATED SETTLEMENT AGREEMENT

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Tennessee, and Fayette County, Tennessee.

WHEREAS, Fayette County has suffered harm and will continue to suffer harm as a result of the opioid epidemic;

WHEREAS, the State of Tennessee and some Tennessee local governments have filed lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits by Tennessee counties and cities that are pending in the litigation captioned In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the “Opioid Litigation”);

WHEREAS, Fayette County has previously joined settlements with multiple pharmaceutical distributors, manufacturers, and retail pharmacies;

WHEREAS, Kroger Co., a retail pharmacy and grocery chain, has proposed a settlement that Fayette County finds acceptable and in the best interest of the community;

WHEREAS, the Tennessee legislature enacted Public Chapter No. 491 during the 2021 Regular Session of the 112th Tennessee General Assembly and was signed into law by Governor Bill Lee on May 24, 2021, which addresses the allocation of funds from certain opioid litigation settlements;

WHEREAS, the Tennessee legislature enacted Public Chapter No. 568 during the 2024 Regular Session of the 113th Tennessee General Assembly and was signed into law by Governor Bill Lee on March 15, 2024, which would apply the statutory provisions passed in 2021 to the new settlement with Kroger Co, if it becomes effective;

WHEREAS, the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have adopted a unified plan for the allocation and use of certain prospective settlement and bankruptcy funds from opioid-related litigation (“Settlement Funds”);

WHEREAS, the Tennessee State-Subdivision Opioid Abatement Agreement (the “Tennessee Plan”), attached hereto as “Exhibit A,” sets forth the framework of a unified plan for the proposed allocation and use of the Settlement Funds;

WHEREAS, amendments to the Tennessee Plan, attached hereto as “Exhibit B,” would extend its terms to the proposed Kroger Co. settlement and would clarify some language concerning the allocation of certain settlement funds; and

WHEREAS, participation in the settlement by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from the pending proposed opioid settlement;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF FAYETTE COUNTY, TENNESSEE,

Section 1. That Fayette County finds that the amendments to the Tennessee Plan are in the best interest of Fayette County and its citizens because they would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That Fayette County hereby expresses its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan.

Section 3. That the Fayette County Mayor is hereby expressly authorized to execute the amendments to the Tennessee Plan in substantially the form attached as Exhibit “B” and the County Mayor is hereby authorized to execute any formal agreements necessary to implement a

unified plan for the allocation and use of Settlement Funds that is substantially consistent with the Tennessee Plan and this Resolution.

Section 4. That the Fayette County Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing Fayette County's agreement to the settlement of claims [and litigation] specifically related to Kroger Co. and any other settlement of opioid-related claims that Tennessee has joined.

Section 5. That the Fayette County Mayor is authorized to take such other action as necessary and appropriate to effectuate Fayette County's participation in the Tennessee Plan and this settlement.

Section 6. This Resolution is effective upon adoption, the welfare of Fayette County, Tennessee requiring it.

ADOPTED this the 23rd day of July, 2024.

BY: _____

Rhea Taylor, Fayette County Mayor

ATTEST: _____

Shana Burch, Fayette County Clerk

Commissioner Steve Reeves stated that there was a referendum for the sale of wine at the Buc-ee's location. The chairman stated that there must be a petition, and it will take 1,400 signatures. It will need to take place sometime in August, if the signatures are obtained in a timely manner, then it will go to the election commission to be placed on the ballot.

Commissioner Steve Reeves reported for the budget commissioner which met on July 23, 2024. They discussed the school general fund 141 budget proposal, regional sewer grant MOU, equitable sharing agreement between the sheriff's department and the US Treasury and US Department of Justice, the career center, and the courthouse renovations.

BUDGET COMMITTEE

Minutes

July 23, 2024

Present

Perkins	Rice	Reeves, S	Goodroe	Norton
Sills	Webb	Watkins	Oglesby	

- 1) School General Fund 141 Budget proposal – FY 24-25
 - The school board presented a budget proposal to the committee that would utilize the County Mayor’s proposal. This would allow access to the full amount of sales tax generated for the FY 24-25 year, increase the property tax by the amount of growth year-over-year and to waive for this year the transfer of debt payment to the Debt Service Fund 151. The maintenance of effort would not be increased and would only be for this fiscal year. This would allow the fund balance to stay at about \$4 million instead of the previously estimated \$2.4 million. The lower amount may not be enough to function going into the following fiscal year, without additional funding sources. The expenditures changed only to allow a 10% COL for certified employees and a 5% COL for other staff.
 - The committee discussed the proposal but did not make a recommendation for the full Commission.
- 2) Regional Sewer Grant MOU
 - Mayor Taylor presented a Memorandum of Understanding (MOU) to the committee to agree to contribute \$41,412.63 toward a grant that would provide a sewer extension to Exit 42 from Stanton and provide a study for soils in the area for other sewer type operations.
 - After discussion, the committee recommended approval on a motion by Perkins, seconded by Sills.
- 3) Equitable Sharing Agreement between Sheriff’s Department and the US Treasury and US Dept of Justice
 - Sheriff Riles presented an agreement that lays out how federal proceeds from forfeited property and related income will be used, and the regulations associated with their use.
 - After discussion, the committee voted to recommend approval on a motion by Oglesby, seconded by Goodroe.
- 4) Career Center
 - Mayor Taylor reported to the committee that additional repairs needed to be made to the old Career Center. The AC had died. Two contractors had looked at it and recommended replacing them. Both said that parts, if they could be found, would be prohibitively expensive.
 - An initial estimate of cost was for about \$23,000 to replace the two units on the roof. After discussion, the committee voted to recommend approval to replace the units on a motion by Webb, seconded by Perkins.
- 5) Courthouse Renovations
 - Mayor Taylor reported to the committee that he has solicited offers to paint and floor the officials’ offices and to renovate the downstairs bathrooms.
 - The cost to renovate the bathrooms is \$117,874 and the offices, \$70,607. Both of these are from the current contractor, S. Webster Haining.

- After discussion, the committee voted to recommend approval on a motion by Perkins, seconded by Rice.

Meeting Adjourned.

Commissioner Steve Reeves made the motion to approve the TDEC grant. The motion was seconded by Commissioner Norton and passed unanimously.

MEMORANDUM OF AGREEMENT

This agreement made and entered into by and between Tipton County, Tennessee hereinafter referred to as the "County" and Fayette County, hereinafter referred to as "Partner A" is as follows:

WHEREAS, the County is a recipient of Tennessee Department of Environment and Conservation's (TDEC) American Rescue Plan (ARP) Fiscal Recovery State Strategic Project Funds for the provision of Regional Wastewater Plan to benefit residents of Tipton, Haywood, and Fayette Counties (tri-county partners); and,

WHEREAS, the TDEC-ARP State Strategic Project funds are designated for and on behalf of the Partner A for a Regional Wastewater Plan as approved by TDEC; and

WHEREAS, the County and the Partner A desire to enter into a written agreement specifying the terms and conditions of the relationship of the County and Partner A;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the County and Partner A agree as follows:

1. The County's responsibilities shall be the following:
 - a) The County awards an amount of \$2,382,520.10 from the County's TDEC-ARP State Strategic Project allocation to the Regional Wastewater Plan for the tri-county region specified in the County's application. These funds will be utilized by the County for the Regional Wastewater Plan. The tri-county partners will split all cost overruns exceeding this allocation and the required 5% match.
 - b) The County shall contract for engineering and administration services as necessary for carrying out the proposed projects.
 - c) The County agrees to prepare and submit applicable Requests for Reimbursement to the State requesting the TDEC-ARP State Strategic Project funding on behalf of the partners.
 - d) The County agrees to abide by rules, regulations, terms, and conditions of the TDEC-ARP State Strategic Project Program, as well as the State and Local Fiscal Recovery Funds (SLFRF) Final Rule.
 - e) The County will maintain files and adequate bookkeeping records related to the project.
2. Partner A responsibilities shall be the following:
 - a) Partner A shall submit to the County \$41,412.63 or the minimum grant match, to be held in an escrow account by the County, to cover their local match portion of their amount allocated for engineering and administration.
3. If for any reason whatsoever, Partner A does not adhere to the commitments as contemplated in this agreement, the County's sole remedy, and the limit of the County's liability under this

agreement, will be for Partner A to reimburse the County the amount contemplated by this agreement.

4. This agreement is subject to the terms and conditions of Tipton County TDEC State of Tennessee Governmental Contract. The contract Terms and Conditions, Tennessee State and local law, and applicable Federal Guidance are binding upon the County and Partner A.

IN WITNESS THEREOF, the County and Partner A have executed this Agreement this the ____ day of _____, 2024.

Jeff Huffman
Tipton County Executive

Rhea "Skip" Taylor
Fayette County Mayor

Attest

Attest



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 3/3/2021	End Date 9/30/2026	Agency Tracking # 32701-05532	Edison ID TBD
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Grantee Legal Entity Name Tipton County	Edison Vendor ID 0000002572
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Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient	Assistance Listing Number Grantee's fiscal year end June 30
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Service Caption (one line only)
This is a Strategic proposal by Tipton County for one (1) Wastewater project.

Funding FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	\$0.00	\$8,800,000.00	\$0.00	\$0.00	\$8,800,000.00
2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2025	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2026	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2027	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$0.00	\$8,800,000.00	\$0.00	\$0.00	\$8,800,000.00

Grantee Selection Process Summary
 Competitive Selection
 Non-competitive Selection

The Water Infrastructure Investment Plan (WIIP) addresses the Tennessee Department of Environment and Conservation's (TDEC) deployment of American Rescue Plan (ARP) Fiscal Recovery Fund dollars toward water infrastructure projects. It includes three primary strategies for disbursing ARP funds as part of its water infrastructure investment program: formula-based non-competitive grants to counties and eligible cities; state-initiated strategic projects; and competitive grants to eligible applicants. The project included in this selection is part of the state-initiated strategic ARP investment that supports regionalization objectives and implementation of WIIP.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Scott Grammer \ MKH

CPO USE - GG

Speed Chart (optional) EN00021220/32734	Account Code (optional)
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**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
TIPTON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Tipton County, hereinafter referred to as the "Grantee," is for the provision of one (1) Wastewater project, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000002572

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The State's Water Infrastructure Investment Plan describes how the State plans to invest the American Rescue Plan (ARP) fiscal recovery funds allocated to Tennessee for water infrastructure projects. Based on federal guidance, the State has developed a framework for distributing these funds through non-competitive and competitive grant programs. For the strategic grant program, the State has made funds available for eligible drinking water or wastewater projects that target investments in regionalization. The Grantee has been awarded funds for a regionalization project to be executed pursuant to this Grant Contract.
- A.3. The Grantee shall use funds provided by this Grant Agreement to complete the project proposed in the Grantee's application packet (the "Grant Project"), incorporated into this Grant Agreement in section A.7.
- A.4. Within sixty (60) days of the execution of this Grant Contract, the Grantee shall submit for the State's review and approval a proposed schedule (the "Grant Project Schedule") reasonably calculated to ensure efficient completion of the Grant Project.
- A.5. The Grantee may submit to the State a written request to amend the Grant Project schedule, which the State may, but is not required to, approve. The written request to amend the Grant Project schedule must be submitted to the State no less than sixty (60) days prior to the earliest milestone to be amended. The State in its sole discretion may choose to accept a request that is submitted less than sixty (60) days prior to the earliest milestone to be amended. The written request should detail the nature of the delay(s); the amended milestone dates; and any efforts to be implemented to adhere to the amended project schedule. Failure to adhere to the Grant Project schedule established or secure approval of an amended project schedule from the State will constitute a breach of this Grant Contract and may result in loss of all or part of the grant award.
- A.6. The Grantee shall provide all reports required of pass-through entities and subrecipients according to the U.S. Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds to the State in a timely manner as determined by the State.
- A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- f. The Grantee shall provide a certifying letter (site certification) stating that all property, easements, and rights-of-way necessary to construct the project are owned or, in the case of rights-of-way, are permitted for use by the Grantee thirty (30) days prior to the construction start date.
 - g. The Grantee shall submit an operation and maintenance manual for any new, upgraded, or expanded facility at the time of initiation of operations.
- A.11. **Application Amendment.** If the PER or FP prescribe better alternatives to the Grantee's proposed project than the alternatives included in its application, the Grantee may submit to the State a written request to amend the proposed project in the Grantee's application, which the State may, but is not required to, approve. The written request must be submitted to the State no less than sixty (60) days prior to the earliest milestone to be amended.

General Terms for All Construction Projects

- A.12. The Grantee is obligated to determine the presence of water resources within the project area of interest. The Grantee or its designee shall submit to the State for review and approval any hydrologic determinations, wetland delineations, or verification that no such resources exist within the area of interest prior to securing state and federal permits. The Grantee must secure all applicable state and federal permits as needed.
- A.13. Projects and activities that result in impacts to water resources and are required to be offset through stream or wetland compensatory mitigation are prohibited and will not be reimbursed.
- A.14. If the Grantee's project(s) will occur in areas that are known or likely to be a habitat of species that are state or federally listed as threatened, endangered, deemed in need of management, or of special concern, the Grantee must coordinate with the Tennessee Wildlife Resources Agency (TWRA) and the State's Division of Natural Areas (DNA) to determine if any special conditions are required to avoid or minimize harm, or both, to the listed species or their habitat. The Grantee must also comply with Section 7 and Section 10 of the Endangered Species Act and seek authorization from the United States Fish and Wildlife Service (USFWS) prior to disturbing areas with potentially federally-listed species. The Grantee must submit all applicable coordination and authorization letters from TWRA, DNA, and USFWS prior to commencing construction.
- A.15. Prior to awarding a construction contract, the Grantee must submit a successful construction bid package to the State for review and approval.
- A.16. The State will issue a notice to the Grantee of the ability to award contracts after the submission, review, and approval of a complete bid package. The notice to proceed may be issued by the Grantee upon receipt of bid package approval from the State, unless the State requires a pre-construction conference (PCC) or any applicable permits are still pending issuance. If a PCC is required, the Grantee shall work with the State to schedule the PCC within thirty (30) days of bid package approval. The Grantee shall submit to the State a copy of the signed construction contracts no later than thirty (30) days after the bid package approval or PCC, if required. All contracts must be fully executed and submitted to the State along with the notice to proceed.
- A.17. The actual construction start date shall occur no later than one hundred and twenty (120) days after the bid package has been approved by the State.
- A.18. The Grantee shall post acknowledgement signage in compliance with guidance issued by the State (American Rescue Plan Implementation Guide) during the term of any project that is construction only or planning, design, and construction with a project award budget of one hundred and fifty thousand dollars (\$150,000) or more.

- a. This Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. The Grantee's application packet, which includes the grant proposal and establishes the Grant Project, incorporated to elaborate supplementary scope of services specifications, and may be amended pursuant to section A.11 below; and
 - c. The State's March 30, 2023 Regionalization Competitive Grant Manual. The manual can be downloaded at <https://www.tn.gov/environment/arp/competitive-grant.html>.
- A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is hereby incorporated in this Grant Contract.
- A.9. The Grantee must provide to the State a complete and comprehensive asset management plan (AMP).
- a. The Grantee and all partners that own or operate a utility must certify that they have an AMP that meets or exceeds all elements of the TDEC Asset Management Plan Guide (July 2023), accessible on the State's website.
 - b. The Grantee must certify that each utility performing construction under this grant has updated its AMP to include new assets and legal ownership associated with this grant award.
- A.10. The Grantee shall provide planning, design, and construction services corresponding to the Regional Wastewater Plan initial due diligence, expansion of wastewater capacity for the Town of Stanton, sewer rehabilitation and sewer line extensions. The Grantee shall submit to the State the following deliverables or complete the following actions for the planning, design, and construction of the Grant Project according to the Grant Project schedule:
- a. All deliverables shall be provided and uploaded into the Grantee's application in the Grants Management System (GMS).
 - b. The Grantee shall provide purchase agreements, water or wastewater service agreements, inter-basin transfer agreements, or any other legal agreement between partners that establishes water or wastewater services, terms, conditions, or ownership of assets. If at any time the Grantee executes, amends, or terminates agreements akin to those requested in this subparagraph, the Grantee shall immediately notify the State and provide a copy of the agreement, if applicable. The State may evaluate the agreements to determine, in its sole discretion, if required partnerships for completion of the Grant Project are supported. If the Grantee fails to prove necessary partnerships are supported by legal agreements, the State may terminate this Grant Contract as outlined in sections D.3 or D.4.
 - c. The Grantee shall develop a preliminary engineering report (PER) or facilities plan (FP) for the Grant Project according to the State's Interagency Preliminary Engineering Guidance (Design Criteria for Review of Sewage Works Construction Plans and Documents Appendix 1-E).
 - d. The Grantee shall provide engineering agreement(s) for the project for review and approval no later than one hundred and twenty (120) days after the Grantee's receipt of the Grant Contract award.
 - e. The Grantee shall develop plans and specifications for the proposed project. The Grantee shall submit plans and specifications for review and approval only after the State has approved the PER or FP.

A.19. During project construction, the Grantee shall cause to be conducted at least monthly inspections by qualified inspectors to ensure that the project complies with approved plans and specifications. Monthly inspection reports shall be submitted to the State on a quarterly basis. The State will conduct interim inspections to determine compliance with approved plans and specifications and Grant Contract compliance as appropriate.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective for the period beginning on 3/3/2021 ("Effective Date") and ending on 9/30/2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Eight Million Eight Hundred Thousand Dollars and Zero Cents (\$8,800,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Vena Jones
 Department of Environment and Conservation
 Division of Water Resources
 Davy Crockett Tower, 9th Floor
 500 James Robertson Parkway
 Nashville, TN 37243
 TDEC.ARP@tn.gov
 Telephone # 615-898-9499

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).

- (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Environment and Conservation, Division of Water Resources.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project

as budgeted.

- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. **Termination for Convenience.** The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. **Termination for Cause.** If the Grantee fails to properly perform its obligations under the Grant Contract in a timely or proper manner, or if the Grantee violates any term(s) of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee. Specifically, the Grantee shall be liable to the State for the full amount paid by the State to the Grantee under this Grant Contract if the Grantee fails to fully meet the requirements of the Scope of Services.
- D.5. **Subcontracting.** The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Vena Jones
 Department of Environment and Conservation
 Division of Water Resources
 Davy Crockett Tower, 9th Floor
 500 James Robertson Parkway
 Nashville, TN 37243
 TDEC.ARP@tn.gov
 Telephone # 615-898-9499

The Grantee:

Jeffrey Huffman, County Executive
 Tipton County
 P.O. Box 686

Covington, TN 38019
 tcounty1@bellsouth.net
 Telephone # (901) 476-0200
 FAX #

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. **Subject to Funds Availability.** This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. **Nondiscrimination.** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance.** The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. **Public Accountability.** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present

grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. **Licensure.** The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. **Monitoring.** The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. **Progress Reports.** The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. **Annual and Final Reports.** The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. **Audit Report.** The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).
- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term

or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more

than one year and an acquisition cost equal to or exceeding five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall inventory said equipment or motor vehicles annually. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss.

After termination of the Grant Contract or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the State as appropriate and in accordance with any applicable state or federal laws or regulations.

- D.28. **State and Federal Compliance.** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. **Governing Law.** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. **Severability.** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. **Headings.** Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. **Debarment and Suspension.** The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. **Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. **State Sponsored Insurance Plan Enrollment.** The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. **Match/Share Requirement.** A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.3. **Reimbursements to Reflect Match/Share.** Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.4. **Federal Funding Accountability and Transparency Act (FFATA).**

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.

- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.5. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.6. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.7. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 *et seq.*, and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 *et seq.*, as those sections are amended from time to time during the term for all individual projects totaling ten million dollars (\$10,000,000) or greater.
- E.8. Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 *et seq.*, as that section is amended from time to time during the term.
- E.9. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the U.S. Department of Treasury and the Region 4 Office of the Environmental Protection Agency.
- E.10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.11. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Grantee should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

IN WITNESS WHEREOF,

TIPTON COUNTY:

Jeff Huffman
Jeff Huffman (Jun 26, 2024 09:36 CDT)

Jun 26, 2024

GRANTEE SIGNATURE

DATE

Jeff Huffman

Tipton County Executive

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER

DATE

ATTACHMENT A

Page 1

GRANT BUDGET				
Strategic proposal by Tipton County for one (1) Wastewater project				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: 3/3/2021		END: 9/30/2026		
Policy 03 Object Line-item reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1.2	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$3,059,126.25	\$152,956.31	\$3,212,082.56
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$5,740,873.75	\$287,043.69	\$6,027,917.44
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$8,800,000.00	\$440,000.00	\$9,240,000.00

¹ Each expense object line-item is defined by the U.S. OMB's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-library-.html>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT B

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Tipton County
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	20-1892-0-1-806
Federal award date	
CFDA number and name	21.027
Grant contract's begin date	March 3, 2021
Grant contract's end date	September 30, 2026
Amount of federal funds obligated by this grant contract	
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	
Name and contact information for the federal awarding official	United States Department of the Treasury Attn: State and Local Fiscal Recovery Funds 1500 Pennsylvania Avenue NW, Washington, DC 20220 SLFRP@treasury.gov 202-622-6415 Website: https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 CFR §200.331 for information on type of indirect cost rate)	

Commissioner Steve Reeves made the motion to approve the sheriff's equitable sharing agreement. The motion was seconded by Commissioner Oglesby and passed unanimously.



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: TN0240000
Agency Name: Fayette County Sheriff's Office
Mailing Address: P O Box 219, 705 Justice Drive
Somerville, TN 38068

Type: Sheriff's Office

Agency Finance Contact
Name: Riles, James R. (Bobby)
Phone: 901-466-3930
Email: briles@fcsotn.org

Jurisdiction Finance Contact
Name: Tapp, Karley
Phone: 901-465-5202
Email: karley.tapp@fayettecountyttn.gov

ESAC Preparer
Name: Sparks, Lynn B.
Phone: 901-466-3929
Email: lbsparks@fcsotn.org

FY End Date: 06/30/2024

Agency FY 2025 Budget: \$13,469,197.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$120,595.13	\$0.00
2	Equitable Sharing Funds Received	\$24,435.75	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$24,435.75	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$122,766.29	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$22,264.59	\$0.00

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USFIS, USDA, DCIS, DSS, and FDA
²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$122,766.29	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$122,766.29	\$0.00

Date Printed: 07/11/2024

Page 1 of 5

Commissioner Steve Reeves made the motion to approve the mayor going for bids on repairs for the career center. The motion was seconded by Commissioner Laskoski, Commissioner Canady stated that she thought that she had a conflict of interest so she would not be voting. The motion passed.

Career Center

Building Repairs

Roof Quotes

Insulated Roofing \$ 39,302

Overton Roofing Company \$ 22,880

Heating/AC

Southern Home Heating and Air \$ 24,950



**INSULATED
ROOFING
SYSTEMS**

INC.
(SINCE 1981)

February 7, 2024

7025 Hwy 64 W • Oakland, TN 38060
Phone: 901-465-8095 • Fax: 901-465-6691
Email: insulatedroofing@bellsouth.net

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

Mr. Kee,

Please accept this, our proposal, for re-roofing the facility located at 121 West Court Square, Somerville, TN. This roofing system and walls is approximately 4400 square feet.

Scope of work:

1. Remove the existing roofing down to the decking, place in dumpsters and haul from the job site.
2. Inspect the existing decking, if any deteriorated decking is found, it will be removed and replaced on a time and material basis, agreed upon by both parties.
3. After any necessary repairs are made and the roof is cleaned of all dirt and debris, we will install a 1.5" ISO insulation board over the entire prepared roof surface. Mechanical fasteners will be applied per manufacturer's written instructions.
4. Install a 60 mil TPO membrane over the newly installed ISO insulation board. Seams will be mechanically attached, and edges are to be hot air welded.
5. We will fully adhere a 60 mil TPO membrane up and over the existing walls and go down the face side approximately 2"-4".
6. A new edge metal will then be installed at the front and side of the building, where it presently exists. Color is to be chosen by the building owner.
7. All penetrations will be flashed per manufacturer's instructions and details.
8. Owner will need to provide a space at the end of the building for contractors' necessary vehicles, material, and equipment.
9. Upon completion and payment in full this roofing system will receive a 2-year labor warranty and a 20-year manufacturer's warranty.

Price for the above scope of work: \$39,302.00 (Thirty Nine Thousand Three Hundred Two Dollars).

Thank you for thinking of Insulated Roofing Systems, Inc. for your roofing needs and we

look forward to working with you in the future.

Respectfully Submitted,

Heather Beard Smith

Prices are only valid for a period of thirty (30) days from proposal date. All material is guaranteed to meet specifications. All work to be completed in a professional workmanlike manner per standard practices. Any alteration to or deviation from the above specifications involving extra costs will be executed only upon written orders and will be billed as an extra charge over and above this estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Workers are fully covered by workmen's Compensation insurance. 1.5% per month will be added to all past due accounts. The above proposed prices, specifications, and conditions are satisfactory and hereby accepted by Owner/Agent and

Contractor: Insulated Roofing Systems, Inc. is authorized to complete this work as specified. Payment is to be made upon completion of this project. This contract is not deemed valid until Owner/Agent has signed and original is returned to contractor.

INSULATED ROOFING SYSTEMS, INC.

OWNER

Date Accepted _____

Date Accepted _____

Authorized Signature _____

Authorized Signature _____

ESTIMATE

OVERTON ROOFING COMPANY
109 S RUSSELL ST
BROWNSVILLE, TN 38012

overton_roofing@hotmail.com
+1 (731) 772-0075

OLD CAREER CENTER OF SOMERVILLE

Bill to
OLD CAREER CENTER OF SOMERVILLE
COURT SQUARE
SOMERVILLE, TN 38068 USA

Estimate details

Estimate no.: 1108
Estimate date: 06/13/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.			REROOFING PROJECT USING A DUROLAST ROOF SYSTEM			
2.			MECHANICALLY FASTENED SYSTEM AFTER APPLYING A COVER SHEET FOLLOWED WITH ROOF			
3.			15 YEAR 100% ND MANUFACTURER'S WARRANTY			
4.		LABOR AND MATERIAL	LABOR AND MATERIAL	1	\$22,880.00	\$22,880.00
Total						\$22,880.00

Kyle Kirkpatrick
Southern Home Heating and Air
July 2, 2024

Estimate-Career Center:

Install 2 new Goodman 5 ton complete systems, roof top AC condenser. New drain pans with emergency float switches, furnace double wall vent pipe, new T-stats. Price includes all labor & materials & disposal of old system. Also includes Crane to set AC condensers on roof. \$24,950

Commissioner Steve Reeves made the motion to approve the reddendum for the courthouse renovations. The motion was seconded by Commissioner Perkins and passed unanimously.

Courthouse Renovation

S. Webster Haining & Co.

- current contractor at Courthouse
- would require a contract addendum

Bathroom Downstairs	\$ 117,874
Office Flooring and Painting	<u>\$ 70,607</u>
	\$ 188,481



May 29, 2024

To: Mayor Rhea Taylor

From: Jason Gilbert

RE: Fayette County Courthouse Basement Restroom Renovation

Location: Fayette County Courthouse Sommersville, TN 38068

Honorable Mayor Taylor,

We are pleased to present you with a budget quotation of **\$117,874.00** (One Hundred Seventeen Thousand Eight Hundred Seventy-Four Dollars). The quotation is based upon the scope of work listed below by Division:

- 1) **General Conditions:**
 - Provide supervision, labor, material, taxes, dumpster, and insurance to complete the project.
- 2) **Demolition:**
 - Remove and dispose of existing CMU chase wall.
 - Remove and dispose of ceramic floor tile.
- 3) **Concrete:**
 - Place and finish concrete as required for plumbing trenches.
- 4) **Masonry:**
 - Not Applicable.
- 5) **Metals:**
 - Not Applicable.
- 6) **Woods and Plastics:**
 - Rough and Finish Carpentry:
 - Provide labor to install new toilet partitions.
 - Provide labor to install toilet accessories.
 - Millwork:
 - Not Applicable.
- 7) **Thermal and Moisture protection:**
 - Not Applicable.
- 8) **Doors and Windows:**
 - Not Applicable.

Page 1 of 3

9) Finishes:

- **Drywall:**
 - Provide labor and materials for new chase partition and perimeter wall furring as required.
- **Acoustical Ceilings:**
 - Not Applicable.
- **Resilient Flooring:**
 - Not Applicable.

- **Ceramic Tile:**
 - Provide labor and materials to install new ceramic tile at floors, wet walls, and perimeter 4' wainscot.
- **Paint/VWC:**
 - Provide labor and materials to paint walls without ceramic tile.

10) Specialties:

- Provide solid plastic toilet partitions for five water closets and two urinal screens.
- Provide toilet accessories to consist of mirrors, sanitary napkin disposal, grab bars, coat hooks, and diaper changing stations.

11) Equipment:

- Not Applicable.

12) Furniture:

- Not Applicable.

13) Special Construction:

- Not Applicable.

14) Conveying System:

- Not Applicable.

15) Mechanical:

- Fire Sprinkler:
 - Not Applicable.
- Plumbing:
 - Provide labor and materials to install all new piping within chase wall.
 - Provide all new fixtures to include 5 water closets, 2 urinals, and 5 wall mounted sinks.

16) Electrical:

- Not Applicable.

Exclusions:

- Architectural or Engineering Professional Services
- Builder Risk Insurance (Note: Standard Insurance Applies).
- Low Voltage Work: I.E. Phone, Data, Security or Access Controls.
- Permit or Plan Review Fees.

Thank you for the opportunity to provide this quotation. We look forward to assisting with your upcoming renovation. Please call me directly with any questions or concerns.

Sincerely,



Jason Gilbert
Vice President
S. Webster Haining Co.
96 S. Front St. Memphis, TN 38103
O: 901-527-2727
F: 901-527-2757
C: 901-301-3315
Email: Jason@swebsterhaining.com

Proposal Value of \$117,874.00

Approved by: _____

Printed Name: _____

Title: _____

Terms and Conditions

CONTRACTS:

Upon acceptance of our proposal, S Webster Haining & Co., will issue an AIA Contract appropriate for this project. In most instances, we use AIA 101, Standard Form of Agreement between Owner and Contractor, AIA 201, General Conditions of the Contract for Construction.

PAYMENTS:

Billing and Payments will be as per Article 5 of AIA 101, referenced above in "CONTRACTS".
In lieu of an AIA Contract being issued, payment terms are NET 20 days from receipt of invoice, all projects will be billed every month (30 days).

PRICING:

Pricing valid for 30 days. Due to Covid 19 shipping cost are subject to increase. Customer will be responsible for cost difference on shipping fees.



To: Jeff Eakes

From: Jason Gilbert

RE: Flooring and painting Budget Proposal

Location: Fayette County Courthouse

Mr. Eakes,

We are pleased to present you with a budget quotation of **\$70,607.00** (Seventy Thousand Six Hundred Seven Dollars). The budget quotation is based upon painting and flooring of the office areas on the first and Second Floor.

Clarification:

- Budget pricing includes a \$3.00 per square foot LVT material allowance.

Exclusions:

- Architectural or Engineering Professional Services
- Builder Risk Insurance (Note: Standard Insurance Applies).
- Low Voltage Work. I.E. Phone, Data, Security or Access Controls.
- Permit or Plan Review Fees.

Thank you for the opportunity to provide this quotation. We look forward to assisting with your upcoming renovation. Please call me directly with any questions or concerns.

Sincerely,



Jason Gilbert
Vice President
S. Webster Haining Co.
96 S. Front St. Memphis, TN 38103
O: 901-527-2727
F: 901-527-2757
C: 901-301-3315
Email: Jason@swesterhaining.com

Proposal Value of \$70,607.00

Approved by: _____

Printed Name: _____

Title: _____

Terms and Conditions

CONTRACTS:

Upon acceptance of our proposal, S Webster Haining & Co., will issue an AIA Contract appropriate for this project. In most instances, we use AIA 101, Standard Form of Agreement between Owner and Contractor, AIA 201, General Conditions of the Contract for Construction.

PAYMENTS:

Billing and Payments will be as per Article 5 of AIA 101, referenced above in "CONTRACTS". In lieu of an AIA Contract being issued, payment terms are NET 20 days from receipt of invoice, all projects will be billed every month (30 days).

PRICING:

Pricing valid for 30 days. Due to Covid 19 shipping cost are subject to increase. Customer will be responsible for cost difference on shipping fees.

Commissioner Steve Reeves stated that no action was taken on for the school boards budget. The chairman stated that if the full commission passed the school boards budget, then it would incorporate into next month's budget, if the commission did not pass it then it would go back to the school board, they would then have ten (10) days to submit it back to the commission. The chairman discussed the details with the commission. Commissioner Leggett made the motion to reject the school board budget as it was presented and that the commission continue to use the debt service as part of the MOE. The motion was seconded by Laskoski and passed unanimously.

Fayette County Public Schools General Purpose School Budget 2024-2025

GL Account		Description	Audit 2022-2023	Projected 2023-2024	Budget 2024-2025
141	40110	Current Property Tax	\$4,285,096	\$4,206,395	\$4,339,923
141	40120	Trustee's Collections - Prior Year	\$55,705	\$72,000	\$115,000
141	40130	Cir Clk/Clk & Master Collections-Pr Yr	\$42,821	\$34,000	\$91,000
141	40140	Interest And Penalty	\$13,029	\$13,000	\$24,000
141	40150	Pick-Up Taxes	\$5,475	\$7,000	\$7,000
141	40162	Payments In Lieu Of Taxes - Local Utilities	\$12,379	\$0	\$0
141	40163	Payments In Lieu Of Taxes - Other	\$39,218	\$52,000	\$30,500
Total County Property Taxes			\$4,453,723	\$4,384,395	\$4,607,423
141	40210	Local Option Sales Tax	\$7,453,590	\$7,502,000	\$7,352,340
141	40275	Mixed Drink	\$19,971	\$17,000	\$8,000
141	40350	Interstate Telecommunications Tax	\$0	\$0	\$2,000
Total Local Taxes			\$11,927,284	\$11,903,395	\$11,969,763
GL Account		Description	Audit 2022-2023	Projected 2023-2024	Budget 2024-2025
141	41110	Marriage Licenses	\$3,706	\$2,750	\$2,750
Total Licenses and Permits			\$3,706	\$2,750	\$2,750
GL Account		Description	Audit 2022-2023	Projected 2023-2024	Budget 2024-2025
141	43517	Other Charges	\$4,425	\$155	\$0
Total Education Charges			\$4,425	\$155	\$0
GL Account		Description	Audit 2022-2023	Projected 2023-2024	Budget 2024-2025
141	44120	Investment Income	\$31,937	\$0	\$0
141	44120	Lease/Rentals	\$13,195	\$8,000	\$0
141	44145	Sale of Recycled Materials	\$1,500	\$0	\$0
141	44170	Miscellaneous Refunds	\$107,343	\$55,848	\$0
Total Recurring Items			\$153,975	\$63,848	\$0
GL Account		Description	Audit 2022-2023	Projected 2023-2024	Budget 2024-2025
141	44530	Sale of Equipment	\$0	\$45,233	\$0
141	44570	Contributions and Gifts	\$8,075	\$330	\$0
141	44990	Other Local Revenues	\$412	\$244	\$0
Total Nonrecurring Items			\$8,487	\$45,807	\$0

Fayette County Public Schools General Purpose School Budget 2024-2025

GL Account		Description	Audit 2022-2023	Projected 2023-2024	Budget 2024-2025
141	46510	TISA Funding	\$17,342,827	\$17,448,282	\$17,056,735
141	46515	Early Childhood Education	\$656,547	\$625,213	\$625,213
141	46590	Other State Education Funds	\$615,085	\$472,010	\$261,940
141	46610	Career Ladder Program	\$34,189	\$15,318	\$24,100
Total Regular Education Funds			\$18,648,648	\$18,560,823	\$17,967,988
GL Account		Description	Audit 2022-2023	Projected 2023-2024	Budget 2024-2025
141	46980	Other State Grants		\$911,960	\$0
141	46981	Safe Schools	\$73,662	\$18,044	\$0
Total Other State Grants			\$73,662	\$930,004	\$0
GL Account		Description	Audit 2022-2023	Projected 2023-2024	Budget 2024-2025
141	47590	Other Federal Through State	\$437,314	\$273,000	\$273,000
Total Federal Through State			\$437,314	\$273,000	\$273,000
GL Account		Description	Audit 2022-2023	Projected 2023-2024	Budget 2024-2025
141	47990	COPS Violence Prevention		\$300,000	\$366,640
Direct Federal Revenue			\$0	\$300,000	\$366,640
GL Account		Description	Audit 2022-2023	Projected 2023-2024	Budget 2024-2025
141	48100	Other Governments and Citizens Groups	\$0	\$5,000	\$0
Total Other Revenues			\$0	\$5,000	\$0
GL Account		Description	Audit 2022-2023	Projected 2023-2024	Budget 2024-2025
141	49700	Insurance Recovery	\$223,810	\$18,924	\$0
141	49800	Transfers In	\$537,439	\$400,000	\$220,000
Total Other Funding Sources			\$761,249	\$418,924	\$220,000
TOTAL REVENUE			\$32,018,750	\$32,503,706	\$30,800,141

Fayette County Public Schools General Purpose School Budget 2024-2025

EXPENDITURES						
71100	Regular Instruction			Audit	Projected	Budget
GL Account	Description			2022-2023	2023-2024	2024-2025
141	71100	116	Teachers	\$8,456,725	\$7,890,082	\$9,608,565
141	71100	117	Career Ladder Program	\$19,300	\$17,500	\$17,500
141	71100	128	Homebound Teachers	\$1,979	\$10,000	\$10,000
141	71100	163	Ed Assistants	\$421,404	\$431,379	\$478,834
141	71100	188	Bonus Payments		\$9,700	\$30,000
141	71100	189	Other Salaries & Wages	\$128,073	\$186,061	\$162,205
141	71100	195	Certified Substitutes	\$95,044	\$130,393	\$30,000
141	71100	198	Non-Certified Substitute Teachers	\$241,308	\$236,876	\$60,000
141	71100	201	Social Security	\$562,648	\$518,717	\$644,620
141	71100	204	State Retirement	\$786,650	\$606,445	\$646,334
141	71100	207	Medical Insurance	\$958,941	\$907,559	\$1,123,923
141	71100	212	Employer Medicare Liability	\$127,965	\$121,301	\$150,758
141	71100	217	Retirement Hybrid Stabilization	\$0	\$88,868	\$95,000
141	71100	336	Maintenance & Repair Services	\$0	\$1,000	\$1,000
141	71100	399	Other Contracted Services	\$244,918	\$1,067,945	\$300,000
141	71100	429	Instructional Supplies	\$113,133	\$92,507	\$120,000
141	71100	449	Textbooks	\$164,953	\$413,960	\$400,000
141	71100	471	Software			\$212,000
141	71100	499	Other Supplies	\$6,632	\$88	\$2,000
141	71100	599	Other Charges	\$6,345	\$0	\$3,000
141	71100	722	Regular Instructional Equipment	\$51,132	\$0	\$25,000
71100			TOTAL Regular Instruction	\$12,387,150	\$12,730,381	\$14,120,739

Fayette County Public Schools General Purpose School Budget 2024-2025

			Special Education	Audit	Projected	Budget
GL Account			Description	2022-2023	2023-2024	2024-2025
141	71200	116	Teachers	\$1,131,939	\$997,014	\$1,485,795
141	71200	117	Career Ladder Program	\$3,801	\$3,000	\$3,000
141	71200	128	Homebound Teachers	\$37,584	\$45,071	\$12,000
141	71200	163	Ed Assistants	\$254,816	\$322,382	\$343,710
141	71200	171	Speech Pathologist	\$204,511	\$184,029	\$248,575
141	71200	189	Other Salaries & Wages	\$58,713	\$49,859	\$48,000
141	71200	195	Certified Substitute Teachers	\$21,873	\$15,398	\$15,000
141	71200	198	Non-Certified Substitute Teachers	\$10,632	\$11,514	\$9,000
141	71200	201	Social Security	\$96,827	\$92,708	\$134,978
141	71200	204	State Retirement	\$146,163	\$102,143	\$131,791
141	71200	207	Medical Insurance	\$182,538	\$195,197	\$213,150
141	71200	212	Employer Medicare Liability	\$22,836	\$21,868	\$31,567
141	71200	217	Retirement Hybrid Stabilization	\$0	\$10,015	\$11,000
141	71200	299	Other Fringe Benefits	\$72,089	\$77,083	\$89,000
141	71200	312	Contracts With Private Agencies	\$102,296	\$176,588	\$120,000
141	71200	355	Travel	\$1,169	\$0	
141	71200	399	Other Contracted Services	\$26,562	\$108,779	\$70,000
141	71200	429	Instructional Supplies	\$10,374	\$24,299	\$20,000
141	71200	499	Other Supplies	\$40	\$5,280	\$0
141	71200	725	Special Education Equipment	\$7,827	\$51,504	\$15,000
71200			TOTAL Special Education	\$2,392,590	\$2,493,731	\$3,001,566
GL Account			Vocational Education	Audit	Projected	Budget
			Description	2022-2023	2023-2024	2024-2025
141	71300	116	Teachers	\$376,544	\$343,997	\$674,965
141	71300	117	Career Ladder Program	\$600	\$600	\$300
141	71300	189	Other Salaries and Wages	\$10,350	\$11,350	\$7,000
141	71300	198	Non-Certified Substitute Teachers	\$435	\$1,405	\$4,000
141	71300	201	Social Security	\$22,576	\$21,505	\$42,548
141	71300	204	State Retirement	\$38,934	\$28,327	\$43,392
141	71300	207	Medical Insurance	\$42,963	\$33,840	\$45,150
141	71300	212	Employer Medicare Liability	\$5,280	\$4,936	\$9,950
141	71300	217	Retirement Hybrid Stabilization	\$0	\$3,863	\$4,100
141	71300	355	Travel	\$0	\$0	\$2,500
141	71300	399	Other Contracted Services	\$159,724	\$96,902	\$180,000
141	71300	429	Instructional Supplies	\$0	\$52,905	\$30,000
141	71300	449	Textbooks	\$0	\$1,422	\$5,000
141	71300	471	Software		\$1,950	\$2,000
141	71300	499	Other Supplies and Materials	\$20,666	\$21,489	\$10,000
141	71300	599	Other Charges	\$1,218	\$1,600	\$2,000
141	71300	730	Equipment	\$2,630	\$32,756	\$5,000
71300			TOTAL CTE	\$681,920	\$658,847	\$1,067,905
			TOTAL INSTRUCTION	\$15,461,660	\$15,882,959	\$18,190,210

Fayette County Public Schools General Purpose School Budget 2024-2025

Attendance			Audit	Projected	Budget	
GL Account	Description		2022-2023	2023-2024	2024-2025	
141	72110	105	Supervisor/Director	\$65,033	\$63,935	\$73,460
141	72110	117	Career Ladder Program	\$1,000	\$1,000	\$1,000
141	72110	162	Clerical Personnel	\$15,463	\$17,182	\$18,405
141	72110	189	Other Salaries and Wages	\$13,910	\$43,670	\$45,330
141	72110	201	Social Security	\$5,710	\$7,582	\$8,568
141	72110	204	State Retirement	\$7,952	\$6,856	\$7,705
141	72110	207	Medical Insurance	\$6,116	\$6,326	\$9,576
141	72110	212	Employer Medicare Liability	\$1,335	\$1,773	\$2,003
141	72110	355	Travel	\$34	\$0	\$2,000
141	72110	399	Other Contracted Services	\$40,463	\$28,854	\$31,000
141	72110	499	Other Supplies And Materials	\$557	\$0	\$1,000
141	72110	524	Staff Development	\$390	\$5,014	\$1,000
141	72110	704	Equipment	\$2,726	\$20	\$500
72110	TOTAL Attendance		\$160,689	\$182,212	\$201,547	
Health Services			Audit	Projected	Budget	
GL Account	Description		2022-2023	2023-2024	2024-2025	
141	72120	105	Medical Personnel	\$53,285	\$53,813	\$55,978
141	72120	131	Medical Personnel	\$248,705	\$278,191	\$305,705
141	72120	188	Bonus Payments		\$1,791	
141	72120	201	Social Security	\$17,816	\$18,986	\$22,424
141	72120	204	State Retirement	\$14,751	\$12,881	\$16,854
141	72120	207	Medical Insurance	\$35,221	\$35,792	\$38,460
141	72120	212	Employer Medicare Liability	\$4,167	\$4,611	\$5,244
141	72120	307	Communication	\$0	\$0	\$1,100
141	72120	355	Travel	\$524	\$769	\$3,000
141	72120	399	Other Contracted Services	\$6,130	\$4,048	\$4,500
141	72120	413	Drugs And Medical Supplies	\$3,691	\$2,176	\$3,000
141	72120	499	Other Supplies And Materials	\$17,644	\$31,930	\$15,268
141	72120	524	Staff Development	\$699	\$3,136	\$2,500
141	72120	599	Other Charges	\$0	\$0	\$1,075
141	72120	735	Health Equipment	\$0	\$0	\$8,000
72120	TOTAL Health Services		\$402,633	\$448,124	\$483,108	
Other Student Support						

Fayette County Public Schools General Purpose School Budget 2024-2025

GL Account			Description	Audit 2022-2023	Projected 2023-2024	Budget 2024-2025
141	72130	117	Career Ladder Program	\$0	\$0	\$1,000
141	72130	123	Guidance Personnel	\$399,327	\$450,264	\$594,454
141	72130	160	Security Guards	\$305,435	\$358,139	\$393,000
141	72130	162	Clerical Personnel	\$26,990	\$31,230	\$32,269
141	72130	164	Attendants	\$15,357	\$4,928	
141	72130	189	Other Salaries and Wages	\$406,029	\$423,608	\$448,290
141	72130	201	Social Security	\$66,905	\$72,946	\$90,680
141	72130	204	State Retirement	\$80,982	\$66,971	\$83,456
141	72130	207	Medical Insurance	\$74,056	\$72,526	\$85,213
141	72130	212	Employer Medicare Liability	\$15,647	\$16,794	\$21,207
141	72130	217	Retirement Hybrid Stabilization	\$0	\$7,056	\$8,100
141	72130	309	Contracts with Government Agencies	\$0	\$0	\$2,000
141	72130	311	Contracts with Other School systems	\$46,758	\$31,524	\$20,000
141	72130	322	Evaluation And Testing	\$5,883	\$0	\$10,000
141	72130	355	Travel	\$21,931	\$33,728	\$9,324
141	72130	399	Other Contracted Services	\$109,836	\$620,605	\$426,000
141	72130	429	Instructional Supplies	\$4,268	\$0	\$0
141	72130	471	Software	\$0	\$4,860	\$0
141	72130	499	Other Supplies & Materials	\$34,433	\$54,176	\$40,000
141	72130	524	Staff/Professional Development	\$1,360	\$1,386	\$0
141	72130	599	Other Charges	\$35,708	\$36,411	\$45,746
141	72130	790	Other Equipment	\$39,182	\$2,738	\$1,501
72130			Total Other Student Support	\$1,690,087	\$2,289,890	\$2,312,240
			Regular Instruction Support			
GL Account			Description	Audit 2022-2023	Projected 2023-2024	Budget 2024-2025
141	72210	105	Supervisor/Director	\$260,013	\$231,447	\$291,158
141	72210	117	Career Ladder Program	\$1,000	\$1,000	\$1,000
141	72210	129	Librarians	\$345,250	\$356,757	\$411,525
	72210	172	Instructional Coach			\$0
141	72210	189	Other Salary and Wages	\$4,000	\$22,110	\$7,000
141	72210	198	Non-Certified Substitute Teachers	\$535	\$504	
141	72210	201	Social Security	\$35,890	\$36,262	\$44,062
141	72210	204	State Retirement	\$69,906	\$40,302	\$45,199
141	72210	207	Medical Insurance	\$53,609	\$47,613	\$57,120
141	72210	212	Employer Medicare Liability	\$8,394	\$8,479	\$10,304
141	72210	217	Retirement Hybrid Stabilization	\$0	\$5,548	\$5,700
	72210	308	Consultants		\$17,138	\$0
141	72210	355	Travel	\$6,888	\$11,654	\$5,000
141	72210	399	Other Contracted Services	\$2,010	\$116,939	\$8,000
141	72210	432	Library Books	\$0	\$0	\$15,000
141	72210	437	Periodicals	\$210	\$210	\$4,000
141	72210	471	Software	\$7,420	\$8,303	\$9,000
141	72210	499	Other Supplies And Materials	\$0	\$0	\$5,000
141	72210	524	Staff Development	\$0	\$0	\$1,000
141	72210	599	Other Charges	\$163	\$199	\$1,000
141	72210	790	Other Equipment	\$3,294	\$844	\$1,000
72210			TOTAL Regular Instruction	\$798,582	\$905,309	\$922,068

Fayette County Public Schools General Purpose School Budget 2024-2025

			Special Education Support	Audit	Projected	Budget
GL Account			Description	2022-2023	2023-2024	2024-2025
141	72220	105	Supervisor/Director	\$79,636	\$89,953	\$88,727
141	72220	124	Psychological Personnel	\$75,490	\$74,449	\$86,668
141	72220	135	Assessment Personnel	\$11,326	\$26,301	\$125,000
141	72220	162	Clerical Personnel	\$0	\$33,230	\$17,780
141	72220	189	Other Salaries and Wages		\$170	\$0
141	72220	201	Social Security	\$9,263	\$12,015	\$19,726
141	72220	204	State Retirement	\$15,836	\$15,013	\$20,235
141	72220	207	Medical Insurance	\$24,526	\$39,108	\$41,958
141	72220	212	Employer Medicare Liability	\$2,166	\$2,836	\$4,613
141	72220	217	Retirement Hybrid Stabilization	\$0	\$1,455	\$1,600
141	72220	299	Other Fringe Benefits-SPED	\$4,292	\$2,547	\$3,253
141	72220	307	Communication	\$0	\$100	\$100
141	72220	355	Travel	\$10,450	\$7,082	\$6,000
141	72220	399	Other Contracted Services	\$2,300	\$18,485	\$35,000
141	72220	499	Other Supplies and Materials	\$6,425	\$3,893	\$2,500
141	72220	524	Staff Development	\$6,906	\$4,598	\$9,000
141	72220	790	Special Education Equipment	\$0	\$0	\$1,000
72220			TOTAL Special Education	\$248,616	\$331,235	\$463,160
			Vocational Support	Audit	Projected	Budget
GL Account			Description	2022-2023	2023-2024	2024-2025
141	72230	105	Supervisor/Director	\$73,975	\$77,417	\$87,212
141	72230	161	Secretary(s)	\$12,106	\$5,340	\$25,223
141	72230	189	Other Salaries and Wages	\$84,969	\$112,722	\$120,815
141	72230	201	Social Security	\$10,497	\$12,066	\$14,461
141	72230	204	State Retirement	\$15,837	\$13,707	\$14,405
141	72230	207	Medical Insurance	\$2,578	\$0	\$7,560
141	72230	212	Employer Medicare Liability	\$2,455	\$2,822	\$3,382
141	72230	217	Retirement Hybrid Stabilization	\$0	\$1,052	\$1,250
141	72230	336	Maintenance And Repair	\$0	\$0	\$500
141	72230	355	Travel	\$984	\$0	\$1,000
141	72230	399	Other Contracted Services	\$3,950	\$0	\$2,000
141	72230	499	Other Supplies And Materials	\$11,088	\$0	\$500
141	72230	524	Staff Development	\$911	\$0	\$2,000
72230			TOTAL CTE	\$219,350	\$225,126	\$280,308

Fayette County Public Schools General Purpose School Budget 2024-2025

			Education Technology	Audit	Projected	Budget
GL Account	Description		2022-2023	2023-2024	2024-2025	
141	72250	105	Supervisor/Director	\$128,375	\$129,661	\$151,639
141	72250	201	Social Security	\$7,721	\$7,703	\$9,401
141	72250	204	State Retirement	\$9,721	\$7,200	\$9,644
141	72250	207	Medical Insurance	\$8,869	\$12,301	\$13,650
141	72250	212	Employer Medicare Liability -	\$1,806	\$1,801	\$2,103
141	72250	307	Communication	\$239,374	\$231,126	\$235,000
141	72250	348	Postal Charges	\$2,412	\$350	\$5,000
141	72250	350	Internet Connectivity	\$86,340	\$101,658	\$95,000
141	72250	355	Travel	\$1,330	\$2,470	\$2,500
141	72250	399	Other Contracted Services	\$7,045	\$7,051	\$7,100
141	72250	470	Cabling	\$0	\$0	\$2,000
141	72250	471	Software	\$13,514	\$33,603	\$34,000
141	72250	499	Other Supplies & Materials	\$803	\$1,251	\$7,000
141	72250	524	In-service/Staff Development	\$225	\$0	\$2,000
141	72250	790	Other Equipment	\$0	\$3,563	\$3,500
72250			Total Education Technology	\$507,535	\$539,738	\$579,537
			Board of Ed	Audit	Projected	Budget
GL Account	Description		2022-2023	2023-2024	2024-2025	
141	72310	186	Longevity Pay	\$28,300	\$25,100	\$28,000
141	72310	189	Other Salaries & Wages	\$2,596	\$450	\$6,000
141	72310	191	Board And Committee Members Fees	\$31,675	\$42,150	\$43,000
141	72310	201	Social Security	\$3,879	\$4,197	\$4,774
141	72310	204	State Retirement	\$1,621	\$1,062	\$3,588
141	72310	206	Life Insurance	\$12,668	\$12,500	\$20,000
141	72310	210	Unemployment Compensation	\$5,719	\$1,241	\$10,000
141	72310	212	Employer Medicare Liability	\$907	\$981	\$978
141	72310	305	Audit Services	\$47,000	\$6,000	\$49,000
141	72310	320	Dues And Memberships	\$6,052	\$6,248	\$7,000
141	72310	331	Legal Services	\$165,607	\$55,415	\$50,000
141	72310	355	Travel	\$13,292	\$6,662	\$15,000
141	72310	399	Other Contracted Services	\$4,300	\$26,500	\$30,000
141	72310	499	Other Supplies and Materials	\$1,373	\$359	\$2,000
141	72310	506	Liability Insurance	\$74,639	\$83,651	\$91,382
141	72310	508	Premiums On Corporate Surety Bonds	\$0	\$0	\$1,300
141	72310	510	Trustee's Commission	\$224,532	\$209,551	\$230,000
141	72310	513	Workman's Compensation Insurance	\$149,153	\$131,399	\$125,000
141	72310	524	Staff Development	\$15,515	\$10,787	\$20,000
141	72310	534	Refunds to Applicants for Criminal Investigatio	\$0	\$1,177	\$5,000
141	72310	599	Other Charges -	\$6,625	\$6,404	\$6,000
141	72310	701	Administration Equipment	\$4,569	\$0	\$0
72310			TOTAL Board of Ed	\$800,022	\$631,834	\$748,022

Fayette County Public Schools General Purpose School Budget 2024-2025

			Director of Schools			
GL Account			Description	Audit	Projected	Budget
				2022-2023	2023-2024	2024-2025
141	72320	101	County Official/Administrative Officer	\$155,000	\$155,000	\$155,000
141	72320	103	Assistant(s)	\$0	\$0	\$0
141	72320	117	Career Ladder Program	\$1,000	\$1,000	\$0
141	72320	161	Secretary(s)	\$92,740	\$101,448	\$95,020
141	72320	162	Clerical Personnel	\$48,680	\$18,593	\$17,705
141	72320	189	Other Salaries and wages	\$0	\$0	\$0
141	72320	201	Social Security	\$17,290	\$17,417	\$16,598
141	72320	204	State Retirement	\$31,043	\$22,675	\$15,110
141	72320	207	Medical Insurance	\$24,019	\$12,807	\$15,750
141	72320	212	Employer Medicare Liability	\$4,443	\$4,292	\$3,882
141	72320	299	Other Fringe Benefits	\$0	\$0	\$0
141	72320	307	Communication	\$800	\$0	\$1,500
141	72320	320	Dues And Memberships	\$18,027	\$6,598	\$14,000
141	72320	355	Travel	\$5,293	\$3,337	\$7,000
141	72320	435	Office Supplies	\$0	\$318	\$1,500
141	72320	499	Other Supplies	\$5,473	\$4,548	\$3,700
141	72320	524	Staff Development	\$6,066	\$4,280	\$6,000
141	72320	599	Other Charges	\$8,324	\$7,928	\$9,000
141	72320	701	Administration Equipment	\$1,676	\$0	\$3,000
72320			TOTAL Director of Schools	\$419,874	\$360,241	\$364,765
			Principal			
GL Account			Description	Audit	Projected	Budget
				2022-2023	2023-2024	2024-2025
141	72410	104	Principals	\$600,085	\$632,749	\$639,115
141	72410	117	Career Ladder Program	\$0	\$500	\$500
141	72410	139	Assistant Principals	\$541,743	\$544,591	\$574,179
141	72410	161	Secretary(s)	\$180,057	\$205,358	\$206,797
141	72410	162	Clerical Personnel	\$148,505	\$183,625	\$172,654
141	72410	189	Other Salaries and wages	\$3,000		
141	72410	201	Social Security	\$86,270	\$91,243	\$98,781
141	72410	204	State Retirement	\$132,326	\$99,699	\$94,879
141	72410	207	Medical Insurance	\$129,707	\$139,751	\$162,750
141	72410	212	Employer Medicare Liability	\$20,169	\$21,402	\$23,102
141	72410	217	Retirement Hybrid Stabilization	\$0	\$1,389	\$1,400
141	72410	307	Communication	\$0	\$0	\$1,000
141	72410	355	Travel	\$383	\$0	\$1,700
141	72410	399	Other Contracted Services	\$8,991	\$11,762	\$11,600
141	72410	499	Other Supplies and Materials	\$166	\$20	\$1,000
141	72410	599	Other Charges	\$0	\$0	\$0
141	72410	701	Administration Equipment	\$4,729	\$2,588	\$2,000
72410			TOTAL Principal	\$1,856,131	\$1,934,677	\$1,991,457

Fayette County Public Schools General Purpose School Budget 2024-2025

			Fiscal Services		
GL Account		Description	Audit 2022-2023	Projected 2023-2024	Budget 2024-2025
141	72510	105 Supervisor/Director	\$82,437	\$83,958	\$84,000
141	72510	189 Other Salaries & Wages	\$168,182	\$165,784	\$190,000
141	72510	201 Social Security	\$14,841	\$15,010	\$16,988
141	72510	204 State Retirement	\$10,515	\$6,631	\$12,768
141	72510	207 Medical Insurance	\$19,208	\$13,575	\$15,960
141	72510	212 Employer Medicare Liability	\$3,471	\$3,510	\$3,973
141	72510	320 Dues And Memberships	\$0	\$0	\$1,000
141	72510	355 Travel	\$3,681	\$211	\$2,000
141	72510	399 Other Contracted Services	\$37,928	\$41,289	\$46,000
141	72510	411 Data Processing Supplies	\$1,362	\$1,348	\$2,300
141	72510	435 Office Supplies	\$10,317	\$4,675	\$6,900
141	72510	524 Staff Development	\$5,032	\$3,249	\$1,500
141	72510	599 Other Charges	\$706	\$524	\$200
141	72510	701 Administration Equipment	\$730	\$0	\$2,000
72510		TOTAL Fiscal Services	\$358,410	\$339,764	\$385,589
			HUMAN RESOURCES		
GL Account		Description	Audit 2022-2023	Projected 2023-2024	Budget 2024-2025
141	72520	105 Director	\$ 86,540	\$ 87,665	\$ 91,257
141	72520	189 Other Salaries	\$ 54,320	\$ 54,863	\$ 55,411
141	72520	201 Social Security	\$ 8,393	\$ 8,490	\$ 9,028
141	72520	204 State Retirement	\$ 11,138	\$ 8,164	\$ 7,709
141	72520	207 Medical Insurance	\$ 13,200	\$ 13,999	\$ 15,435
141	72520	212 Employer Medicare Liability	\$ 1,963	\$ 1,985	\$ 2,111
141	72520	355 Travel	\$ 2,886	\$ 3,468	\$ 3,468
141	72520	399 Other Contracted Services	\$ 4,939	\$ -	\$ 5,000
141	72520	435 Office Supplies	\$ 1,629	\$ 1,324	\$ 3,000
141	72520	499 Other Supplies	\$ 1,704	\$ 376	\$ 1,000
141	72520	524 Staff Development	\$ 350	\$ 450	\$ 1,000
141	72520	599 Other Charges	\$ 5,288	\$ 5,775	\$ 6,000
141	72520	701 Administration Equipment	\$ -	\$ -	\$ 1,000
72520		HUMAN RESOURCES TOTAL	\$ 192,350	\$ 186,559	\$ 201,419

Fayette County Public Schools General Purpose School Budget 2024-2025

72610		Plant Operation		Audit	Projected	Budget
GL Account		Description	2022-2023	2023-2024	2024-2025	
141	72610	105	Supervisor/ Director	\$152,117	\$153,640	\$153,857
141	72610	166	Custodial Personnel	\$505,011	\$559,238	\$583,863
141	72610	189	Other Salaries & Wages	\$44,960	\$43,624	\$43,605
141	72610	201	Social Security	\$41,704	\$44,839	\$48,442
141	72610	204	State Retirement	\$29,592	\$26,080	\$36,409
141	72610	207	Medical Insurance	\$50,498	\$51,702	\$57,540
141	72610	212	Employer Medicare Liability	\$9,753	\$10,486	\$11,329
141	72610	351	Rentals	\$0	\$400	\$2,000
141	72610	355	Travel	\$47	\$0	\$1,000
141	72610	359	Disposal Fees	\$28,975	\$29,659	\$38,000
141	72610	399	Other Contracted Services	\$119,886	\$117,960	\$122,000
141	72610	410	Custodial Supplies	\$46,747	\$91,193	\$92,000
141	72610	415	Electricity	\$809,735	\$709,192	\$820,000
141	72610	434	Natural Gas	\$101,920	\$69,325	\$119,000
141	72610	454	Water And Sewer	\$86,824	\$76,408	\$90,000
141	72610	501	Boiler Insurance	\$5,210	\$5,527	\$5,555
141	72610	502	Building And Contents Insurance	\$243,143	\$296,717	\$346,448
141	72610	599	Other Charges	\$1,368	\$5,489	\$2,500
141	72610	720	Plant Operation Equipment	\$11,900	\$0	\$3,000
72610			TOTAL Plant Operation	\$2,289,390	\$2,291,479	\$2,576,548
72620		Plant Maintenance		Audit	Projected	Budget
GL Account		Description	2022-2023	2023-2024	2024-2025	
141	72620	105	Supervisor/Director	\$53,810	\$54,344	\$55,062
141	72620	167	Maintenance Personnel	\$152,711	\$159,892	\$200,480
141	72620	189	Other Salaries & Wages	\$112,023	\$116,966	\$171,408
141	72620	201	Social Security	\$18,757	\$19,393	\$26,470
141	72620	204	State Retirement	\$14,581	\$12,570	\$19,895
141	72620	207	Medical Insurance	\$35,595	\$36,361	\$38,415
141	72620	212	Employer Medicare Liability	\$4,387	\$4,535	\$6,190
141	72620	307	Communication	\$0	\$0	\$500
141	72620	335	Maintenance And Repair -Buildings	\$22,407	\$27,680	\$50,000
141	72620	336	Maintenance And Repair -Equipment	\$0	\$7,359	\$10,000
141	72620	399	Other Contracted Services	\$59,936	\$97,685	\$106,000
141	72620	426	General Construction Materials	\$129,399	\$145,685	\$135,000
141	72620	499	Other Supplies And Materials	\$0	\$1,652	\$18,000
141	72620	524	Staff Development	\$1,052	\$1,003	\$1,000
141	72620	599	Other Charges	\$2,233	\$210	\$1,500
141	72620	701	Administration Equipment	\$8,876	\$212,249	\$10,000
141	72620	717	Maintenance Equipment	\$11,171	\$18,743	\$25,000
72620			TOTAL Plant Maintenance	\$626,938	\$916,327	\$874,920

Fayette County Public Schools General Purpose School Budget 2024-2025

72710			Transportation	Audit	Projected	Budget
GL Account			Description	2022-2023	2023-2024	2024-2025
141	72710	105	Supervisor/Director	\$53,810	\$54,344	\$56,422
141	72710	142	Mechanic(s)	\$92,150	\$184,485	\$208,269
141	72710	146	Bus Drivers	\$989,426	\$927,418	\$868,270
141	72710	162	Clerical Salaries	\$38,505	\$64,267	\$74,730
141	72710	189	Other Salaries and Wages	\$348,852	\$339,712	\$302,346
141	72710	201	Social Security	\$91,257	\$93,276	\$93,179
141	72710	204	State Retirement	\$59,295	\$48,523	\$70,035
141	72710	207	Medical Insurance	\$48,518	\$67,421	\$74,865
141	72710	212	Employer Medicare Liability	\$21,673	\$22,148	\$21,792
141	72710	299	Other Fringe Benefits	\$8,986	\$7,003	\$7,439
141	72710	307	Communication	\$0	\$0	\$500
141	72710	313	Contracts with Parents	\$2,281	\$0	\$0
141	72710	338	Maintenance And Repair-Vehicles	\$93,148	\$122,066	\$100,000
141	72710	355	Travel	\$1,898	\$0	\$2,000
141	72710	399	Other Contracted Services	\$85,202	\$65,504	\$65,000
141	72710	412	Diesel Fuel	\$379,967	\$379,471	\$390,000
141	72710	418	Equipment And Machinery Parts	\$1,425	\$1,240	\$5,000
141	72710	425	Gasoline	\$73,932	\$10,548	\$82,000
141	72710	433	Lubricants	\$7,022	\$9,433	\$10,000
141	72710	450	Tires And Tubes	\$43,980	\$35,370	\$43,000
141	72710	453	Vehicle Parts	\$60,753	\$83,538	\$65,000
141	72710	499	Other Supplies And Materials	\$5,531	\$16,356	\$10,000
141	72710	511	Vehicle And Equipment Insurance	\$60,785	\$69,393	\$79,738
141	72710	524	Inservice-Staff Development	\$2,801	\$1,866	\$3,000
141	72710	599	Other Charges	\$5,877	\$0	\$10,000
141	72710	701	Administration Equipment	\$0	\$0	\$1,400
141	72710	729	Transportation Equipment	\$12,000	\$0	\$0
72710			TOTAL Transportation	\$2,589,074	\$2,603,382	\$2,643,985
			TOTAL SUPPORT	\$13,159,681.00	\$14,185,897.00	\$15,028,673.00
			TOTAL OPERATING EXPENDITURES	\$28,621,341.00	\$30,068,856.00	\$33,218,883.00
73100			Food Service	Audit	Projected	Budget
GL Account			Description	2022-2023	2023-2024	2024-2025
141	73100	165	Cafeteria Personnel	\$0	\$4,060	\$0
141	73100	189	Other Salaries and Wages	\$0	\$0	\$0
141	73100	201	Social Security	\$0	\$251	\$0
141	73100	204	State Retirement	\$0	\$162	\$0
141	73100	212	Medicare	\$0	\$58	\$0
73100			TOTAL FOOD SERVICE	\$0	\$4,531	\$0

Fayette County Public Schools General Purpose School Budget 2024-2025

73300			Community Services	Audit	Budget	Budget
GL Account			Description	2022-2023	2023-2024	2024-2025
141	73300	105	Supervisor/Director	\$43,776	\$44,977	\$44,920
141	73300	116	Teacher	\$84,797	\$87,008	\$148,734
141	73300	163	Aides	\$50,761	\$41,846	\$43,901
141	73300	189	Other Salaries and Wages	\$107,224	\$0	\$400
141	73300	201	Social Security	\$17,746	\$10,755	\$14,756
141	73300	204	State Retirement	\$16,533	\$9,285	\$12,362
141	73300	212	Employer Medicare Liability	\$4,150	\$2,514	\$3,451
141	73300	217	Hybrid Retirement		\$519	\$700
141	73300	355	Travel	\$596	\$513	\$2,000
141	73300	399	Other Contracted Services	\$28,350	\$30,040	\$33,561
141	73300	429	Instructional Supplies	\$15,319	\$12,201	\$13,955
141	73300	499	Other Supplies And Materials	\$4,005	\$5,343	\$9,000
141	73300	524	Inservice-Staff Development		\$3,297	
141	73300	599	Other Charges	\$52,410	\$0	\$4,500
141	73300	790	Other Equipment	\$2,681	\$5,391	\$6,700
			TOTAL Community Services	\$428,348	\$253,689	\$338,940
73400			Early Childhood VOL	Audit	Projected	Budget
GL Account			Description	2022-2023	2023-2024	2024-2025
141	73400	105	Supervisor/Director	\$70,921	\$71,629	\$76,742
141	73400	116	Teachers	\$538,560	\$497,655	\$633,645
141	73400	117	Career Ladder	\$1,000	\$1,000	\$1,000
141	73400	163	Ed Assistants	\$213,808	\$202,335	\$247,304
141	73400	189	Other Salaries & Wages	\$9,000	\$8,000	\$9,000
141	73400	195	Certified Substitute Teachers -	\$2,380	\$650	\$1,000
141	73400	198	Non-Certified Substitute Teachers -	\$4,424	\$2,915	\$3,500
141	73400	201	Social Security	\$48,245	\$45,044	\$59,655
141	73400	204	State Retirement	\$74,330	\$50,506	\$56,914
141	73400	207	Medical Insurance	\$66,239	\$76,825	\$95,000
141	73400	212	Employer Medicare Liability -	\$11,283	\$10,534	\$13,951
141	73400	217	Retirement Stabilization Hybrid	\$0	\$5,731	\$5,800
141	73400	307	Communication	\$0	\$0	\$2,100
141	73400	355	Travel	\$428	\$177	\$3,500
141	73400	399	Other Contracted Services	\$1,741	\$0	\$300
141	73400	429	Instructional Supplies	\$31,382	\$63,550	\$75,001
141	73400	499	Other Supplies And Materials	\$18,525	\$5,214	\$8,156
141	73400	524	Staff Development -	\$0	\$4,120	\$4,000
141	73400	599	Other Charges	\$250	\$0	\$1,000
141	73400	722	Regular Instructional Equipment	\$3,485	\$5,651	\$3,408
73400			TOTAL Early Childhood VOL	\$1,096,001	\$1,051,536	\$1,300,976

Fayette County Public Schools General Purpose School Budget 2024-2025

76100			Reg Capital Outlay	Audit	Projected	Budget
GL Account		Description		2022-2023	2023-2024	2024-2025
141	76100	304	Regular Capital Outlay -Architects	\$37,775	\$52,911	\$170,000
141	76100	321	Engineering Services	\$1,500	\$0	\$0
141	76100	707	Regular Capital Outlay - Building Improvemen	\$0	\$81,431	\$1,700,000
141	76100	711	Furniture and Fixtures	\$0	\$0	\$0
141	76100	720	Plant Operation Equipment	\$33,826	\$0	\$0
141	76100	799	Regular Capital Outlay - Other Capital Outlay	\$0	\$364,904	\$0
76100			TOTAL CAPITAL OUTLAY	\$73,101	\$499,246	\$1,870,000
GL Account		Description		Audit	Projected	Budget
				2022-2023	2023-2024	2024-2025
141	82130	601	Education - Principal On Bonds	\$250,000	\$250,000	\$0
82130			TOTAL PRINCIPAL	\$250,000	\$250,000	\$0
GL Account		Description		Audit	Projected	Budget
				2022-2023	2023-2024	2024-2025
141	82230	603	Education - Interest On Bonds	\$70,860	\$63,360	\$0
82230			TOTAL INTEREST	\$70,860	\$63,360	\$0
GL Account		Description		Audit	Projected	Budget
				2022-2023	2023-2024	2024-2025
141	82230	311	Legal Services	\$0	\$0	\$0
82230			TOTAL OTHER DEBT SERVICE	\$0	\$0	\$0
82130-82230			TOTAL DEBT SERVICE	\$320,860	\$313,360	\$0
GL Account		Description		Audit	Projected	Budget
				2022-2023	2023-2024	2024-2025
141	99100	504	Indirect Cost- BYB			\$11,351
99100			TOTAL OTHER USES	\$0	\$0	\$11,351
TOTAL EXPENDITURES				\$30,539,651	\$32,191,218	\$36,740,150
TOTAL REVENUE/RESERVES				\$32,018,750	\$32,503,706	\$30,800,141
141	34675		Committed for Capital Outlay			\$1,800,000
Total Available Revenue /Reserve						\$32,600,141
39000			Excess Revenue / Reserves	\$1,479,099	\$312,488	(\$4,140,009)
Beginning Undesignated Fund Balance				\$8,202,288.00	\$9,681,387.00	\$8,193,875.00
34675			Committed to Capital Outlay	\$0.00	(\$1,800,000.00)	\$0.00
Ending Undesignated Fund Balance				\$9,681,387.00	\$8,193,875.00	\$4,053,866.00

School Fund 141

Changes from Previous Year (FY 23-24)

Revenue	<u>23-24</u>	<u>24-25</u>	<u>Differenced</u>
TISA	\$ 17,635,222	\$ 17,010,365	\$ (624,857)
Expenses			
Certified Teachers - Required (3.5% increase)			\$ 607,386
NJROTC			\$ 85,036
Computational Teachers			\$ 200,671
			<hr/> \$ 893,093
			Change in Financial Position \$ 1,517,950

Proposed One-year Relief

Debt Payments Made on Behalf of Schools (TCA 49-3-314(c)(2))

GO Bond 2021A (Jr. High Schools Portion)	\$ 639,600	
GO Bond 2021B (Buckley Carperter Portion)	\$ 294,345	
GO Bond 2021C (Buckley Carperter Portion)	\$ 264,800	
Total		\$ 1,198,745
Principle on Bonds (141-82130-601)		\$ 245,000
Interest on Bonds (141-82230-603)		\$ 55,860
Property Tax Growth		\$ 133,528
		<hr/> \$ 1,633,133

Changes needed to Implement

	<u>Corrected Amt.</u>	<u>Effect of Change</u>	
Property Tax - Fund 141	\$ 4,339,923	\$ 1,201,749	(change over last budget proposal)
Sales Tax - Fund 141	\$ 7,352,340	\$ 130,524	(change over last budget proposal)
Increase to Debt Service	\$ 300,860	\$ 300,860	(change over last budget proposal)
		<hr/> \$ 1,633,133	

Maintenance of Effort Test

Fiscal Year - Straight Year to Year Revenue Comparison

Fiscal Year	Budget	Amended Budget (1)	Original Budget	Actual (Est.)	School System Maintenance of Effort	
					2025 Budget vs. 2024 Budget	2024 Budget vs. 2023 Budget
Local Revenue Account Codes	2024-25	2023-24	2023-24	2023-24	2023-24	2023-24
40110 Current Property Tax	4,319,923	-	4,306,395	4,306,395	(43,000)	133,528
40120 Treasuries/Collections - Prior Year	115,000	-	115,000	72,000	(57,000)	-
40130 Circuit Clerk/Clk & Master Coll. - Prior Yrs	91,000	-	91,000	34,000	(11,000)	-
40140 Interest & Penalty	24,000	-	24,000	13,000	(21,500)	-
40164 - 40168 Payments in Lieu of Taxes	30,500	-	30,500	52,000	1,358,140	1,208,480
40280 Local Option Sales Tax	7,572,340	-	6,143,860	7,502,000	-	-
40270 Business Tax	-	-	-	-	-	-
40280 Mineral Severance Tax	-	-	-	-	-	-
40280 Bank Excise Tax	-	-	-	-	-	-
40330 Wholesale Beer Tax	-	-	-	-	-	-
40340 Coal Severance Tax	2,000	-	2,000	-	(2,000)	-
40350 Interstate Telecommunications Tax	8,000	-	8,000	17,000	9,000	-
Other (Specify): 40275 Mixed Drink Tax	-	-	-	-	-	-
40100 Total County Taxes	\$ 11,902,763	\$ -	\$ 10,620,755	\$ 11,896,395	\$ 1,275,640	\$ 1,342,008
40610 Current Property Tax	-	-	-	-	-	-
40620 Prior Year's Property Tax	-	-	-	-	-	-
40630 Interest & Penalty	-	-	-	-	-	-
40650 Payments in Lieu of Taxes	-	-	-	-	-	-
40710 Local Option Sales Tax	-	-	-	-	-	-
Other (Specify):	-	-	-	-	-	-
40600 Total City/Special School District Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41000 Licenses & Permits	2,750	-	2,750	2,750	-	-
44120 Investment Income	-	-	-	-	-	-
44120 Lease/Rentals	-	-	12,000	8,000	(4,000)	(12,000)
46851 State Revenue Sharing - TVA	-	-	-	-	-	-
49810 City General Fund Transfers	-	-	-	-	-	-
Other (Specify):	-	-	-	-	-	-
Total Local Revenue per School Records LESS: Local Revenue Increases for (2):	\$ 11,965,513	\$ -	\$ 10,635,505	\$ 11,907,145	\$ 1,271,640	\$ 1,330,008
Capital Outlay	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-
Total Adjusted Local Revenue	\$ 11,965,513	\$ -	\$ 10,635,505	\$ 11,907,145	\$ 1,271,640	\$ 1,330,008
Second Level - Per Pupil Revenue	\$ 11,965,513	\$ -	\$ 10,635,505	\$ 11,907,145	\$ 1,271,640	\$ 1,330,008
Total Local Revenue Divided by Average Daily Membership (use funding allocation sheets)	2,880	-	2,943	2,943	-	-
Per Pupil Revenue	\$ 4,154.17	\$ -	\$ 3,613.81	\$ 4,045.93	\$ 540	\$ 540

EDS:JUE
Rev. 4/2007

Comments

* An explanation is required when actual revenues collected are less than 95% of budgeted revenues.
** An explanation is required when proposed budget estimates exceed prior year's budget/amended budget by more than 5%.
(1) All budget amendments affecting local revenue must be filed with the State Department of Education.
(2) Section 49-2-207(c)(1)(A)(i) - "No LEA shall submit a budget to the local legislative body that is subject to a referendum or referendum or proposes to use state funds to support a referendum or referendum, excluding capital outlay and debt service." Section 49-3-114(c)(1) - "No LEA shall use state funds to support local current operating funds, excluding capital outlay and debt service." Documentation must be on file with the Department of Education to support amendments to the budget.
CAPITAL OUTLAY AND DEBT SERVICE EXPENDITURES.
Actual local revenues collected for the 2006-2007 fiscal year were \$11,965,513. The 2007-2008 fiscal year local budgeted revenues are \$11,965,513. If actual local revenues do not equal or exceed budgeted amounts, then a State BFP Reserve will be established. Budgeted local revenues for the 2007-2008 fiscal year MUST BE EQUAL TO OR GREATER THAN the budgeted local revenues for the 2006-2007 fiscal year. If actual local revenues are CANNOT be amended below the Maintenance of Effort levels of the prior year.

Attach copies of BFP Reporting sheets
to the Maintenance of Effort Worksheet

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

Rhea "Skip" Taylor, County Mayor

ATTEST:

Shana N. Burch, County Clerk