

FAYETTE COUNTY LEGISLATIVE BODY

August 27, 2024

BE IT REMEMBERED that the Fayette County Legislative Body met in regular session on August 27, 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 the following County Commissioners: Terrye Canady, David Crislip, Steve Laskoski, Terry Leggett, Win Moore, Claude Oglesby, Tommy Perkins, Mike Reeves, Steve Reeves, Matt Rhea, Elizabeth Rice, Betty Salmon, Ray Seals, Robert Sills, Larry Watkins, David Webb, and Adrian Wiggins. Commissioner Tim Goodroe and Jim Norton were absent.

A quorum was declared with seventeen (17) Commissioners present, and two Commissioners absent.

The chairman gave the invocation.

The floor was open for public comments. Mr. James Guvvo of 990 Payne Road in Oakland, TN. He addressed the board about his concerns for the Macon solar farm that would be going across from his and his neighbor’s house. He stated that it would be going across from his property that is in the greenbelt, that is a nature reserve, and the animals would be affected. Betty Lewis addressed the board about the easement of the railroad and that the land needs to be turned over to the rightful owners and not the county. Erika Ramer of Moscow, TN., addressed the board about granting more than just 5% to the teachers of Fayette County. Mr. H. Ray Wilson of 160 Brockford Drive in Eads, TN., addressed the board about a comment that was made by Sheriff Riles at the last County Commission meeting. With no one else coming forward, the floor was closed.

Commissioner Steve Reeves made the motion to approve the July 23, 2024, minutes with the correction of Robert Sills being added to a motion. The motion was seconded by Commissioner Perkins and passed unanimously.

Mr. Atkinson addressed the board about a rezoning from R2 to SA at 1815 Liberty Road in Moscow, TN. The property owner is looking to rezone two (2) acres along the roadside to operate a storefront for farm related products. The floor was open to the public, with no one coming forward, for or against the floor was closed. Commissioner Leggett made the motion to approve. The motion was seconded by Commissioner Canady and passed unanimously.

FAYETTE COUNTY, TENNESSEE
Regional Planning Commission



Staff Report

TO: Fayette County Commission
FROM: Jim Atkinson, AICP
SUBJECT: PUBLIC HEARING: Rezoning Request: R-2 (Fringe Residential) to SA (Special Activity – Agribusiness) for a two-acre portion of the property located at 1815 Liberty Road (Tax Map 157, Parcel 13.00) in Civil District 12.

STAFF RECOMMENDATION

Approve the rezoning request from R-2 (Fringe Residential) to SA (Special Activity – Agribusiness) for a two-acre portion of the parent parcel as described in the attached application.

INTRODUCTION

The applicant is seeking a rezoning from R-2 (Fringe Residential) to SA (Special Activity – Agribusiness) for two (2) acres located on Liberty Road. The parent parcel is 86.02 acres, and the remaining 84.02 acres would remain as R-2. The applicant's intent is to operate a storefront for farm related products on the property. The request is more fully described in the attached letter from the applicant.

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

Planning Commission Review

The Planning Commission held a public hearing on June 10, 2024, and unanimously recommended approval of the rezoning request.

ZONING RESOLUTION AUTHORITY

The Fayette County Zoning Resolution provides a process for amending the zoning designation of a property. According to Article IV, a zoning amendment must include a public hearing before both the Planning Commission and Board of Commissioners. The planning commission meeting for June 10, 2024 was properly noticed as a public hearing, and a separate notification would be published prior to the County Commission meeting following the notice requirements provided in the Zoning Resolution. The amendment language from the Zoning Resolution is provided below.

ARTICLE IV – AMENDMENT

FAYETTE COUNTY, TENNESSEE
Regional Planning Commission



Staff Report

Section 1 Zoning Amendment Petition. The Fayette County Board of Commissioners may amend the number, shape, boundary, area, or any regulation of or within any district or any other provision of this Resolution upon petition by any person or official board.

Section 2 Planning Commission Review. No amendment shall be adopted unless it has been submitted for approval, disapproval or suggestions to the Fayette County Regional Planning Commission, and the absence of formal action by the planning commission within thirty-five (35) days after it holds a public hearing on the proposed amendment shall be considered as approval by the planning commission.

Section 3 Public Hearings on Proposed Amendment. No amendment shall be adopted unless the Fayette County Regional Planning Commission and the Board of Commissioners each shall have held a public hearing thereon. The time and place of such public hearings and the amendment's content shall be advertised by at least one (1) publication in a newspaper of general circulation in Fayette County at least five (5) days in advance of the planning commission hearing and at least fifteen (15) days in advance of the Board of Commissioners hearing.

Section 4 Amendment Not Approved. Any amendment not approved within seventy (70) days after the Board of Commissioners' call to order on the occasion of the public hearing advertised for the amendment shall not be resubmitted for two (2) years following its publication date.

Section 5 Amendment Withdrawn. Any amendment withdrawn prior to the Board of Commissioners' call to order on the occasion of the public hearing advertised for the amendment but after advertisement of the public hearing shall not be resubmitted for one (1) year following its withdrawal date.

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



Applicant/Appellant: _Heather Adams **Date:** 5/7/2024
Applicant Phone: 901-299-7707 **Applicant Email:** faithfarmsgms@gmail.com
Property Address/Location: 1815 Liberty Road
Tax Map: 157 **Parcel:** 13.00 **Acreage:** 86.02 **Civil District:** 12 **Zoning:** R2

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

Property Owner Name: _____ Phone: _____

(A) **REQUEST:**

The applicant requests that the Fayette County Regional Planning Commission grant approval for the rezoning of 2 acres of the subject property from R2 to Special Activity District for the following purpose: The applicant makes goat milk products from their herd and would like to have a store front on the property. Additionally they would like to conduct classes approximately two a week by appointment.

(B) **ZONING RESOLUTION REFERENCE:**

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

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

Heather Adams
Applicant Signature

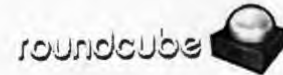
5-8-24
Date

Property Owner Signature (if different from Applicant)

Date

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

Subject **FW: Faith Farms**
From <permits@fayettetn.us>
To <mhowe@fayettetn.us>
Date 2024-02-29 11:25



- Adams.pdf(~1.1 MB)

From: Faith Farms <faithfarmsgms@gmail.com>
Sent: Thursday, February 29, 2024 10:57 AM
To: permits@fayettetn.us
Subject: Faith Farms

We are a small, Christian, family-owned business that makes goat milk soaps, lotion bars, lip butter, laundry soaps, and more! We have our own herd of beloved dairy goats that we raise and milk on our farm.

Our journey began in 2000 when my husband and I left Shelby County for Fayette County to have a quieter and more peaceful environment to raise our children. This business was then started because of the entrepreneurial dreams of our animal-loving twin daughters when they were just young teenagers. I have been blessed to be able to start this business and work side by side with them. Now they have their young daughters who will be following in our footsteps.

For 11+ years now, we have been selling our products at farmer's markets and craft fairs, as well as online. Our dream has always been to move onto a farm and all live and work together on this family business. Just last year, that dream came true and we all got to move onto 100 acres. All three of our families now live together and work on our business!

Our hope for the future of Faith Farms is to share our farm and our knowledge with others. We would love to be able to host farm tours through agritourism, educate through fun hands-on classes, and run a small farm store at the front of our soap room where we can sell all the products we currently make on our farm and possibly also offer products from other Fayette County farms.

There is no experience like this in Fayette County so we would love to provide a wonderful farm experience to those who are local (or even those big-city folks who just want a peek into farm life). We desire to teach others how we use the goodness of goat milk and turn it into soap.

We hope to inspire the next generation to have a love of learning, growing, and maybe even to start their own business one day!

From our Farm for your Family,
Heather Adams
Faith Farms GMS
901-299-7707

ASSESSOR OF PROPERTY - PROPERTY RECORD CARD

Property Type: 11 Agricultural
 1815 LIBERTY RD
 Subdivision: 157
 TAX YEAR 2024
 JUR CONTROL MAP GROUP: PARCEL P1 S1
 City: FAYETTE
 Map 157 Updated 01/26/2024
 Dist 12 Printed 02/29/2024
 PG BLOCK LOT TRACT
 BK Subdiv
 BK Additional Description
 ADAMS HEATHER SHAWN
 ETVR JERRY KEVIN ADAMS
 1815 LIBERTY RD
 MOSCOW TN 38057
 Dimensions: 86.02
 Total Land Units: 86.02
 Dead Acres: 86.02
 Calculated Acres: 0

DWELLING DATA

Improv Type	01 Single Family	Lower Level	7 Heat And Cooling Split
Stories	1 Story Frame	Heating/Air	Attic
Exterior Wall	19 Prefin Metal Crimped	Rooms	Bedrooms 3
Heating Fuel	02 Gas	Half Baths	0
Year Built	2023	Est Yr Built	2023
Full Baths	1	Est Yr Built	2023
Wood FP Stacks	0	Est Yr Built	2023
Info Src	02 Continuous Footing	Est Yr Built	2023
Foundation	01 Slab On Grade	Est Yr Built	2023
Floor System	02 Cable/Hip	Est Yr Built	2023
Party Wall	03 Composition Shingle	Est Yr Built	2023
Struct. Frame	01 Floor Only	Est Yr Built	2023
Roof Framing	04 Above Average	Est Yr Built	2023
Roof Cov/Deck	01 Rectangular Design	Est Yr Built	2023
Cab/Millwork	01 Average	Est Yr Built	2023

MARKET VALUE

Yr Blt	Est Yr	Area	Grade	Units	Add'l	Description	Class	Rate	Rate Cnd	RCN	% Good	Port	Adj Fcrt	Value	Total OBV Value
1	A	48G	B	0	0	0	0	31.2	4,000.00	124,000	100	100	46	124,000	124,000
2	A	48A	B	0	0	0	1	1.1	3,700.00	40,700	100	100	48	40,700	40,700
3	A	54P	B	0	0	0	1.62	2,250.00	3,650	3,650	100	100	54	3,650	3,650
4	A	62A	B	0	0	0	29	2,000.00	58,000	58,000	100	100	62	58,000	58,000
5	A	62P	B	0	0	0	6.5	1,600.00	10,400	10,400	100	100	62	10,400	10,400
6	U	ZZ	B	0	0	0	4.9	50.00	250	250	100	100	6	250	250
7	U	16	04	0	0	0	86.22	10,625.00	21,250	21,250	100	100	7	21,250	21,250
Totals:														258,250	258,250

APPROXIMATE VALUES

LAND	298,300
IMPROVEMENTS	244,800
TOTAL APPRAISAL	543,100
GREENBELT APR	354,400
ASSESMENT @ 25%	86,100
APPROACH	0
COST VALUE	503,100
Value Correlation	

MARKET VALUE

Yr Blt	Est Yr	Area	Grade	Units	Add'l	Description	Class	Rate	Rate Cnd	RCN	% Good	Port	Adj Fcrt	Value	Total OBV Value
1	A	48G	B	0	0	0	0	31.2	4,000.00	124,000	100	100	46	124,000	124,000
2	A	48A	B	0	0	0	1	1.1	3,700.00	40,700	100	100	48	40,700	40,700
3	A	54P	B	0	0	0	1.62	2,250.00	3,650	3,650	100	100	54	3,650	3,650
4	A	62A	B	0	0	0	29	2,000.00	58,000	58,000	100	100	62	58,000	58,000
5	A	62P	B	0	0	0	6.5	1,600.00	10,400	10,400	100	100	62	10,400	10,400
6	U	ZZ	B	0	0	0	4.9	50.00	250	250	100	100	6	250	250
7	U	16	04	0	0	0	86.22	10,625.00	21,250	21,250	100	100	7	21,250	21,250
Totals:														258,250	258,250

ENTRANCES

Date	Type	Status	Last Visit
01/28/2024	00 Pd Review	40	

ENTRANCES

Date	Type	Status	Last Visit
01/28/2024	00 Pd Review	40	

State of Tennessee - IMPACT System
 CA330TN
 230800 54.42

Property Type: 11 Agricultural
ASSESSOR OF PROPERTY - PROPERTY RECORD CARD

1816 LIBERTY RD		Subdivision		024		157		013.00		000	
Property Address		BK		JUR CONTROL MAP		GROUP		PARCEL		PI	
Ownership and Mailing Address		All Subdiv						Updated		01/28/2024	
ADAMS HEATHER SHAWN		BK		BLOCK		LOT		TRACT		Printed	
ETWR JERRY KEVIN ADAMS		Additional		BLOCK		LOT		TRACT		02/29/2024	
1816 LIBERTY RD		Description								Card: 1 of 2	
MOSCOW TN 38057		Dimensions								Page: 2 of 3	
				TAX YEAR 2024				FAYETTE			
City		SSD1		Map		157					
		SSD2		Dist		12					
Total Land Units				86.02							
Deed Acres				86.02							
Calculated Acres				86.02							
NOTES											
RLV 09-08-11-35 RAILROAD DEED-801600 10/14/05 AC CHG PER DEED FOR 2018 GB# 17004988 GB# 18000374, GB#18007295 GB# 21006943 8.06 AC TO PAR 13.01 FOR 2022 8.04 AC TO PAR 13.02 FOR 2023 PEN-HOUSE											

SALES				
Date	Book	Page	Price	Owner
02/09/2023	230	02095		ADAMS HEATHER SHAWN
03/31/2021	210	03091	269,000	ADAMS HEATHER SHAWN
07/10/2018	180	04072	105,000	OGELSBY CLAUDE JR
11/30/2017	170	07552		COX ODIS

Property Type: 11 Agricultural
 ASSESSOR OF PROPERTY - PROPERTY RECORD CARD

1815 LIBERTY RD	Property Address	Subdivision	BK	PG	BLOCK	LOT	TRACT	TAX YEAR 2024	024	157	013,000	000			
ADAMS HEATHER SHAWN ETVIR JERRY KEVIN ADAMS 1815 LIBERTY RD MOSCOW TN 38057	Dwelling and Milling Address	Alt. Subdiv	BK	PG	BLOCK	LOT	TRACT	CITY	FAYETTE	JUR	CONTROL MAP	GROUP	PARCEL	PI	SI
		Additional Description						SSD1	Map 157	Updated	01/28/2024				
		Dimensions						SSD2	Dist 12	Printed	02/28/2024				
								Total Land Units		Card: 2 of 2					
								Dead Acres		Page: 3 of 3					
								Calculated Acres							

Impor Type	50 Manufactured	Lower Level	7 Heat And Cooling Split
Stories	2 Story Frame	Heating/Air	
Exterior Wall	09 Siding Above Avg	Attic	
Yearling Fuel			
Year Built	2023	Est Yr Built	2023
Rooms		Rooms	
Full Baths	2	Full Baths	2
Wood FP Stacks	0	Wood FP Stacks	0
Initl Svc	Occ	Remainr Svc	Year
Foundation		Floor Finish	
Interior System		Interior Finish	
Party Wall		Paint/Decor	
Struct. Frame		Bath Tile	
Roof Framing		Electrical	
Roof Cov/Deck		Shape	
Cabin/Millwork			

Quality	1+ : Average +	Condition	Average	Class:
Frontage	Date	Factor	% Comp	Cont & Design 0
Depcr Physical 1	Other Phys	Functional	% External	% Good 88
GFLA	Area	Story	Contl Grade	SFLA
1,000	450	1	1,021	1,007
			1,500	2021
				0
				1,00
				County/Factor
RCN	Base Dwelling	Addl Areas	Total	\$/SQFT
RCNLD	98,800	50,700	147,800	98.4
	95,930	80,190	148,120	97.41
				Dwelling Factor
				102,280
				RCN
AREAS: Lower Floor	Bas	OPF	USF	Value
	1,000	450	500	11,700
				26
				76
				38,000

Code	Description	Yr Bk	Est Yr	Area	Grade	Units	Advt Description	Class	Rate	Cont	RCN	%Good	Prot	Ad Fact	Value	Total Qty Value

#	Type	Table	Code	Acc	Front	Depth	Units	Rate	Mill	Fid	Topo	Loc	Size	Mkt	Dopp	Adj Rate	Value Class	#	Mkt Line	Use Type	Soil Type	Access	Rate	Use Value

MARKET LAND
 SALES
 State of Tennessee - IMPACT System
 230900 54.42



Map created September 2013 by the Fayette County Planning and Development Office.
 Printing Scale: 8.8X11
 For Mapping Purposes only. Not to Engineering Scale.
 Data believed to be accurate when entered on map.



Property Attribute



Fayette County

Map: 157
 Parcel: 013.00

- Subject Tract
- 500 year
- 100 year A
- 100 year AE
- FLOODWAY

FAYETTE COUNTY
 Planning & Development Office
 16265 Highway 64, Suite 1
 Somerville, TN 38068
 est 1824
 901-465-5250

CASH RECEIPT

001276

Date 5-9-2024
 Received From Hester Adams Faith Farms

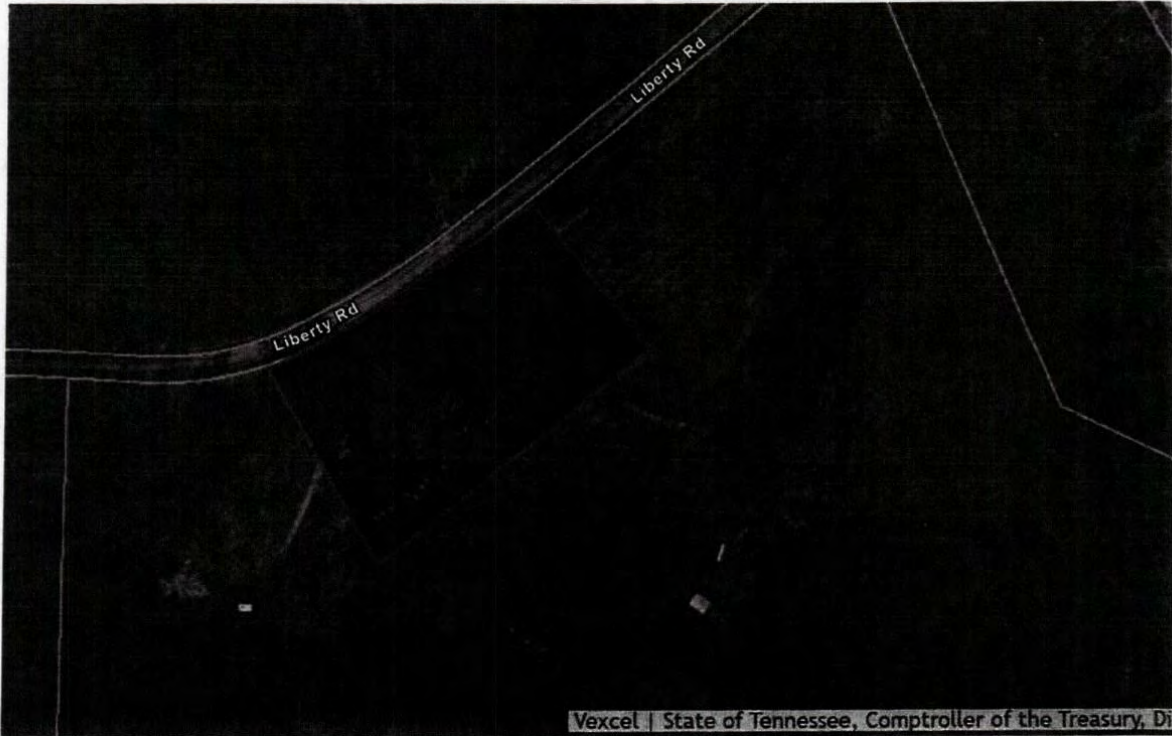
Address _____ Dollars \$ 600.00

For Re zoning to Special activity

ACCOUNT		HOW PAID		
AMT OF ACCOUNT	AMT PAID	CASH	CHECK	MONEY ORDER / CREDIT CARD
			<u>600.00</u>	
BALANCE DUE				

By M Howe

CRB 120-3



This Instrument Prepared by:
Minor Johnston Douglas, PLLC
124 East Market Street
Somerville, Tennessee 38068
(901) 465-3117

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that we, CLAUDE OGLESBY JR, and wife, MARGIE OGLESBY, for and in consideration of the sum of TEN (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, do hereby bargain, sell, transfer and convey unto HEATHER SHAWN ADAMS and husband, JERRY KEVIN ADAMS, as tenants by the entirety, with rights of survivorship, their heirs and/or assigns, in fee simple forever, the following tract of land situated in Fayette County, Tennessee, and being more particularly described as follows, to-wit:

Beginning at a spike set in the center of Montague Road, also known as Liberty Road, in the west line of a tract which formerly belonged to Issac Townsend of record in Deed Book 91, Page 336, said point witnessed by an iron rod as found bearing North 0 degrees 51 minutes West 32.0 feet, thence south 0 degrees 51 minutes East, to and with John Malone, Jr., Queen Watson, Jimmy Long (passing an iron on Long's southwest corner at 1989.3 feet), and Dean Ewell, in all, 3144.8 feet to the center of the Southern Railroad tract, said point witnessed by an iron rod bearing northerly 50.1 feet on the last described line; thence with the center of said railroad track, North 86 degrees 55 minutes West 2059.3 feet, said point witnessed by an iron rod set 50.1 feet northerly by a crossie fence post on the next described line; thence with the Albert Roy Montague property of record in Deed Book 157, page 49, North 1050 feet to a steel fence post set in a field; thence with Montague, East 327.0 feet to an iron rod; thence with Montague, North 0 degrees 1 minute West 828.7 feet to a spike set in the center of Montague Road, an iron as found bears southerly 25.0 feet on the last described line; thence with said road the following 13 calls: 1) North 89 degrees 0 minutes East 128.5 feet; 2) North 80 degrees 17 minutes East 55.6 feet; 3) North 73 degrees 31 minutes East 56.2 feet; 4) North 64 degrees 53 minutes East 93.1 feet; 5) North 56 degrees 1 minute East 104.8 feet; 6) North 51 degrees 12 minutes East 209.9 feet; 7) North 50 degrees 30 minutes East 211.6 feet; 8) North 48 degrees 28 minutes East 438.1 feet; 9) North 47 degrees 4 minutes East 398.5 feet; 10) North 48 degrees 32 minutes East 103.3 feet; 11) North 54 degrees 37 minutes East 93.8 feet; 12) North 60 degrees 32 minutes East 98.7 feet; 13) North 72 degrees 10 minutes East 93.4 feet to the point of beginning containing 104.49 acres more or less including and excluding 2.37 acres of railroad right of way in the above description leaving 102.12 acres more or less.

This being the same property out of what has been designated in the Tax Assessor's Office of Fayette County, Tennessee, as Parcel No. 013.00 on Tax Map 157.

Being the same property conveyed to Claude Oglesby Jr and wife, Margie Oglesby by Warranty Deed dated July 10, 2018, from Odis Cox and wife, Norma Lee Cox of record at Instrument No. 18004072 in the Register's Office of Fayette County, Tennessee.

If the above described real property is agricultural, forest or open spaced land and if such property will be converted to a use other than that stipulated in TCA 67-5-1008, then pursuant to TCA 7-5-1008(f), the buyer shall be liable for all roll back taxes which may become due pursuant to TCA 67-5-1008(f).

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and hereditaments thereunto belonging or in anywise appertaining unto the said HEATHER SHAWN ADAMS and husband, JERRY KEVIN ADAMS, as tenants by the entirety, with rights of survivorship, their heirs and/or assigns, in fee simple forever, with whom we covenant that we are lawfully seized and possessed of said described tract of land; that we have a good and perfect right to sell and convey the same; that same is unencumbered except for 2021 Fayette County Property Taxes which are not yet due and payable and which the Grantees agree to pay; and that the title thereto we will warrant and forever defend against the lawful claims and demands of all persons whomsoever.

WITNESS OUR SIGNATURES hereto on this the 31st day of March, 2021.

Claude Oglesby Jr

CLAUDE OGLESBY JR

Margie Oglesby

MARGIE OGLESBY

STATE OF TENNESSEE
COUNTY OF FAYETTE

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Claude Oglesby Jr and wife, Margie Oglesby, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/hersel/f themselves to be the within named bargainer(s), and that he/she/they executed the foregoing instrument for the purposes therein contained of his/her/their free act and deed and for the purposes herein contained.

WITNESS my hand, at office, this the 31st day of March, 2021.

My commission expires:
4/5/23



Stacie M. Spray

NOTARY PUBLIC

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$269,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Jerry Kevin Adams

AFFIRANT

Subscribed and sworn to before me this the 31st day of March, 2021.



Stacie M. Spray
NOTARY PUBLIC

My commission expires:

4/5/23

.....
The following information is not a part of this Deed:
Property Address: 0 Liberty Road Moscow, TN 38057
New Property Owner and Mail Tax Bills to:

Heather + Jerry Adams
330 Azalea Dr.
Somerville TN 38068

FAYETTE COUNTY
TRANSFER
APR 01 2021
MARK WARD
ASSESSOR OF PROPERTY
BY Mark Ward

21003091

JPGS AL WARRANTY DEED	
EDDIE BATCH: 112889	
04/01/2021 - 01:27 PM	
VALUE	26900.00
MORTGAGE TAX	0.00
TRANSFER TAX	993.30
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1013.30

STATE OF TENNESSEE, FAYETTE COUNTY
ED PATTAY
REGISTER OF DEEDS

Page 3 of 3

Instrument Number 21003091

This Instrument Prepared by:
 Minor Johnston Douglas, PLLC
 124 East Market Street
 Somerville, Tennessee 38068

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that WE, ODIS COX and wife, NORMA LEE COX, for and in consideration of the sum of TEN (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, do hereby bargain, sell, transfer and convey unto CLAUDE OGLESBY, JR and wife, MARGIE OGLESBY, as tenants by the entirety, their heirs and/or assigns, in fee simple forever, the following tract of land situated in Fayette County, Tennessee, and more particularly described as follows. to-wit:

Beginning at a spike set in the center of Montague Road, also known as Liberty Road, in the west line of a tract which formerly belonged to Issac Townsend of record in Deed Book 91, Page 336, said point witnessed by an iron rod as found bearing North 0 degrees 51 minutes West 32.0 feet, thence south 0 degrees 51 minutes East, to and with John Malone, Jr., Queen Watson, Jimmy Long (passing an iron on Long's southwest corner at 1989.3 feet), and Dean Ewell, in all, 3144.8 feet to the center of the Southern Railroad tract, said point witnessed by an iron rod bearing northerly 50.1 feet on the last described line; thence with the center of said railroad track, North 86 degrees 55 minutes West 2059.3 feet, said point witnessed by an iron rod set 50.1 feet northerly by a crosstie fence post on the next described line; thence with the Albert Roy Montague property of record in Deed Book 157, page 49, North 1050 feet to a steel fence post set in a field; thence with Montague, East 327.0 feet to an iron rod; thence with Montague, North 0 degrees 1 minute West 828.7 feet to a spike set in the center of Montague Road, an iron as found bears southerly 25.0 feet on the last described line; thence with said road the following 13 calls: 1) North 89 degrees 0 minutes East 128.5 feet; 2) North 80 degrees 17 minutes East 55.6 feet; 3) North 73 degrees 31 minutes East 56.2 feet; 4) North 64 degrees 53 minutes East 93.1 feet; 5) North 56 degrees 1 minute East 104.8 feet; 6) North 51 degrees 12 minutes East 209.9 feet; 7) North 50 degrees 30 minutes East 211.6 feet; 8) North 48 degrees 28 minutes East 438.1 feet; 9) North 47 degrees 4 minutes East 398.5 feet; 10) North 48 degrees 32 minutes East 103.3 feet; 11) North 54 degrees 37 minutes East 93.8 feet; 12) North 60 degrees 32 minutes East 98.7 feet; 13) North 72 degrees 10 minutes East 93.4 feet to the point of beginning containing 104.49 acres more or less including and excluding 2.37 acres of railroad right of way in the above description leaving 102.12 acres more or less.

This being the same property out of what has been designated in the Tax Assessor's Office of Fayette County, Tennessee, as Parcel No. 013.00 on Tax Map 157.

THIS BEING THE SAME PROPERTY CONVEYED TO ODIS COX AND WIFE NORMA L. COX BY WARRANTY DEED FROM MARIAH DARDEN, ETHEL M. SAINES AND WILMA SIMMONS OF RECORD AT DEED BOOK 325 PAGE 873 IN THE REGISTER'S OFFICE OF FAYETTE COUNTY, TENNESSEE, ODIS COX AND NORMA L. COX THEREAFTER CONVEYED THEIR INTEREST IN THE SUBJECT PROPERTY TO CEDRIC COX AND TORIAN COX BY QUIT CLAIM DEED OF RECORD AT INSTRUMENT NO. 17004636 IN THE REGISTER'S OFFICE OF FAYETTE COUNTY, TENNESSEE. CEDRIC COX AND TORIAN COX THEREAFTER CONVEYED THEIR INTEREST IN THE SUBJECT PROPERTY TO ODIS COX AND NORMA LEE COX BY QUIT CLAIM DEED OF RECORD AT INSTRUMENT NO. 17007552 IN THE REGISTER'S OFFICE OF FAYETTE COUNTY TENNESSEE.

If the above described real property is agricultural, forest or open spaced land and if such property will be converted to a use other than that stipulated in T.C.A. §67-5-1008, then pursuant to T.C.A. §67-5-1008(F), the Seller shall be liable for all roll back taxes due pursuant to T.C.A. §67-5-1008(F).

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining unto the said CLAUDE OGLESBY and wife, MARGIE OGLESBY, as tenants by the entirety, their heirs and/or assigns, with whom we covenant that we are lawfully seized and possessed of said described tract of land; that we have a good and perfect right to sell and convey the same; that same is unencumbered except the 2018 Fayette County Property taxes which are not yet due and payable and which are hereby assumed by the Grantees; and that the title thereto we will warrant and forever defend against the lawful claims and demands of all persons whomsoever.

WITNESS OUR SIGNATURES hereto on this the 10th day of July, 2018.

Odin Cox
ODIS COX
BY: CEDRIC COX
ATTORNEY IN FACT
Norma Lee Cox
NORMA LEE COX
BY: CEDRIC COX
ATTORNEY IN FACT

STATE OF TENNESSEE
COUNTY OF FAYETTE

Personally appeared before me, a Notary Public of said County, CEDRIC COX, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself to be the duly appointed Attorney in Fact for ODIS COX AND NORMA LEE COX, and who executed the foregoing instrument and acknowledged that he executed the same for the purpose therein contained by signing the names of ODIS COX AND NORMA LEE COX, in his capacity as said duly appointed Attorney in Fact.

WITNESS my hand, at office, this the 10th day of July, 2018.

My commission expires:
5-1-19



Stacie M. Spray
NOTARY PUBLIC

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$105,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Claude Oglesby, Jr.
AFFIANT

Subscribed and sworn to before me this the 10 day of July, 2018.

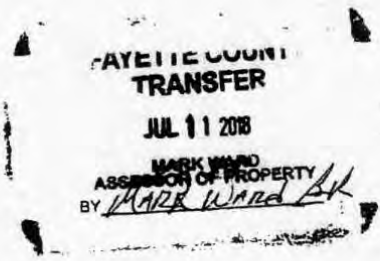
[Signature]
NOTARY PUBLIC



My commission expires: 10.31.18

PERSON OR AGENCY RESPONSIBLE FOR PAYMENT OF TAXES AND MAIL DEED TO:

Claude & Margie Oglesby
11975 Hwy 57
MOSCOW, TN 38057



18004072	
STRGS AL WARRANTY DEED	
BUDDY BATCH: 9363	
07/11/2018 - 03:18 PM	
VALUE	105000.00
MORTGAGE TAX	0.00
TRANSFER TAX	369.50
RECORDING FEE	25.00
OP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	416.50
STATE OF TENNESSEE, FAYETTE COUNTY	
SISSY DOWDLE	
REGISTER OF DEEDS	

This Instrument Prepared by:
Minor, Johnston, Douglas, PLLC
124 East Market Street
Somerville, Tennessee 38068

QUITCLAIM DEED

This instrument made and entered into on this the 30th day of November, 2017, by and between, CEDRIC COX and TORIAN COX, party of the first part, and ODIS COX and wife, NORMA LEE COX, as tenants by the entirety, parties of the second part.

WITNESSETH

That for and in consideration of the sum of \$1.00 cash in hand paid, the receipt of which is hereby acknowledged, the parties of the first part convey and quitclaim unto the parties of the second part, their heirs and/or assigns, all of their interest, in real estate, located in Fayette County, being more particularly described as follows, to-wit:

Beginning at a spike set in the center of Montague Road, also known as Liberty Road, in the west line of a tract which formerly belonged to Issac Townsend of record in Deed Book 91, Page 336, said point witnessed by an iron rod as found bearing North 0 degrees 51 minutes West 32.0 feet, thence south 0 degrees 51 minutes East, to and with John Malone, Jr., Queen Watson, Jimmy Long (passing an iron on Long's southwest corner at 1989.3 feet), and Dean Ewell, in all, 3144.8 feet to the center of the Southern Railroad tract, said point witnessed by an iron rod bearing northerly 50.1 feet on the last described line; thence with the center of said railroad track, North 86 degrees 55 minutes West 2059.3 feet, said point witnessed by an iron rod set 50.1 feet northerly by a crossie fence post on the next described line; thence with the Albert Roy Montague property of record in Deed Book 157, page 49, North 1050 feet to a steel fence post set in a field; thence with Montague, East 327.0 feet to an iron rod; thence with Montague, North 0 degrees 1 minute West 828.7 feet to a spike set in the center of Montague Road, an iron as found bears southerly 25.0 feet on the last described line; thence with said road the following 13 calls: 1) North 89 degrees 0 minutes East 128.5 feet; 2) North 80 degrees 17 minutes East 55.6 feet; 3) North 73 degrees 31 minutes East 56.2 feet; 4) North 64 degrees 53 minutes East 93.1 feet; 5) North 56 degrees 1 minute East 104.8 feet; 6) North 51 degrees 12 minutes East 209.9 feet; 7) North 50 degrees 30 minutes East 211.6 feet; 8) North 48 degrees 28 minutes East 438.1 feet; 9) North 47 degrees 4 minutes East 398.5 feet; 10) North 48 degrees 32 minutes East 103.3 feet; 11) North 54 degrees 37 minutes East 93.8 feet; 12) North 60 degrees 32 minutes East 98.7 feet; 13) North 72 degrees 10 minutes East 93.4 feet to the point of beginning containing 104.49 acres more or less including and excluding 2.37 acres of railroad right of way in the above description leaving 102.12 acres more or less.

This being the same property out of what has been designated in the Tax Assessor's Office in Fayette County, Tennessee as Parcel No. 013.00, on Tax Map 157.

Lot No 6. In Rufus Abernathy's subdivision, being more particularly described by metes and bounds as follows:

Beginning at an iron pipe in the east line of Tennessee State Highway No. 76, 66 feet wide, a distance of 158.2 feet southwardly as measured along said east line from its intersection with the south line of the Southern Railway right-of-way, 100 feet wide, said beginning being the southwest corner of Lot 7 in Rufus

Abernathy's unrecorded subdivision, and running thence East along the south line of said Lot 7, a distance of 381.1 feet to an iron pipe at the southeast corner thereof in the west line of the B.F. Teague tract; thence South along Teague's west line a distance of 99.8 feet to an iron pipe at the northeast corner of Lot 5 in said subdivision; thence West along the north line of Lot 5 a distance of 375.4 feet to an iron pipe at the northwest corner thereof in the east line of Highway No. 76; thence North 3 degrees - 25 minutes West along the east line of said Highway a distance of 100 feet to the point of beginning.

This being the same property out of what has been designated in the Tax Assessor's Office in Fayette County, Tennessee as Parcel No. 006.00, on Tax Map 169G.

Lot No. 7 - Abernathy Subdivision: Beginning at a stake in the East margin of the right-of-way of State Highway No. 76, this being the northwest corner of Lot No. 6 of Abernathy Sub-division, from said point of beginning, North 3 degrees 25 minutes West, along east margin of said right of way of State Highway 76 and 33 feet east of center of same, 100 feet to an iron stake, the S.W. corner of Lot No. 8 of said subdivision; thence east 393.3 feet to an iron stake in old road bed, this being in the west line of B.F. Teague land and the S.E. corner of Lot No. 8; thence South 99.8 feet to an iron stake, the N.E. corner of said Lot No. 6; thence West 387.4 feet to the beginning.

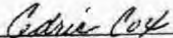
Lot No. 8 - Abernathy Subdivision: Beginning at an iron stake in east margin of the right of way of State Highway No. 76, this being the N.W. corner of Lot No. 7 of said Subdivision, from said point of beginning, North 3 degrees 25 minutes West, along east margin of said right of way of State Highway 76 and 33 feet east of center of same, 58.2 feet to an iron stake in south margin of right of Southern Railroad; thence North 69 degrees 15 minutes East, along said south margin of Southern Railroad, 424 feet to an iron stake, the N.W. corner of land owned by B.F. Teague; thence South along old road bed, 208.4 feet to an iron stake, the N.E. corner of said Lot No. 7; thence West 393.3 feet to the beginning.


This being the same property out of what has been designated in the Tax Assessor's Office in Fayette County, Tennessee as Parcel No. 007.00, on Tax Map 169G, Group E.

THIS BEING THE SAME PROPERTY CONVEYED TO CEDRIC COX AND TORIAN COX BY QUIT CLAIM DEED FROM ODIS COX AND NORMA LEE COX OF RECORD AT INSTRUMENT NO. 17004636 IN THE REGISTER'S OFFICE OF FAYETTE COUNTY, TENNESSEE.

THIS INSTRUMENT BEING PREPARED WITHOUT THE BENEFIT OF A TITLE OPINION.

IN TESTIMONY WHEREOF, we have executed this instrument this the 30th day of November, 2017.


CEDRIC COX

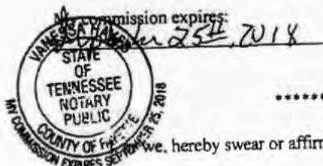

TORIAN COX

STATE OF TENNESSEE
COUNTY OF FAYETTE

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared CEDRIC COX and TORIAN COX, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed and for the purposes herein contained.

WITNESS my hand and Notarial Seal at office this the 30th day of November, 2017.

Verna Hagen
NOTARY PUBLIC



.....
I, we, hereby swear or affirm that the actual consideration for this transfer is \$0.00.

Cedric Cox
AFFIANT

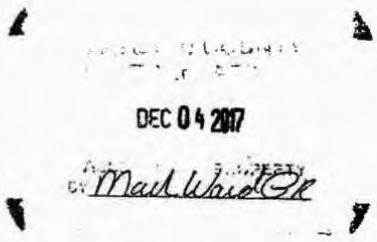
SWORN TO AND SUBSCRIBED BEFORE ME, this the 30 day of November, 2017.



Stacie M. Spray
NOTARY PUBLIC

PERSON OR AGENCY RESPONSIBLE
FOR TAXES AND MAIL DEED TO:

Cedric Cox
210 Hwy 74
MOSCOW, TN 38057



17007552	
SPSALC/CHIT/CLAM DEED	
PEGGY BATCH: 90043	
12/04/2017 - 03:50 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DIP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00
STATE OF TENNESSEE, FAYETTE COUNTY	
SISSY DOWDLE	
REGISTER OF DEEDS	

Instrument Number 17007552

Commissioner Laskoski made the motion to approve the following as notaries:

NOTARY LIST
August 27, 2024

Kimberly S. Akins*
PJ Bartholomew*
Sherri L. Bowen*
Connie R. Bramlett
Karley Glass*
Glenda M. Green
Sara L. Honeycutt*
Claudette J. Jackson*
Willie J. Luellen
Debra Lynne*
Towanda M. Maclin-Brown
Monique Nutall*
Marie T. Perry
Shevelin D. Perry
Timothy W. Rivers*
Anna C. Taylor
Gloria Marybeth Umbarger
Angelitte Williams*

*DENOTES NEW NOTARY

Commissioner Oglesby made the motion to approve Billy Wilson as a new nominee and John Arnett as a re-appointment to the Board of Zoning Appeals members. The motion was seconded by Commissioner Watkins and passed unanimously.

Commissioner Steve Reeves made the motion to approve Will Landry as an Industrial Development Board member. The motion was seconded by Commissioner Salmon and passed unanimously.

WILL LANDRY

965 HIGHWAY 195 SOMERVILLE, TN 38068
(901) 359-3746
Willandry2193@gmail.com

EDUCATION **Bachelor of Business Administration, May 2018**

University of Memphis, Memphis, TN
Major: Accounting

Engineering degree work in progress 2011-2015

Mississippi State University,
Starkville, MS Major:
Chemical Engineering

COMPUTER SKILLS **Operating Environment:** Windows 7, 8,10 and 11

Business Tools: QuickBooks Pro, Office Suite 2015, CCH ProSystem Fx Engagement, Fiserv Precision Graphical, Fiserv Business Analytics, Banker's Caddy CECL software

EXPERIENCE

Loan Officer, April 2024-Present, The Bank of Fayette County, Piperton TN

- Meet with potential bank customers and asses requests for funding.
- Prepare loan memos and asses credit worthiness based on customer income and current debt.
- Present loans to loan committee or board of directors for approval
- Provide customer service in all areas of banking to create an enjoyable customer experience

Internal Auditor, July 2019-April 2024, The Bank of Fayette County, Piperton TN

- Create and execute the internal audit program for the financial institution. Work on multiple sections of financial institution audits such as loans, deposits, other assets and liabilities, equity, financial statements, interest rate risk, risk assessment.
- Prepare end of year financial statements for the institution.
- Created and implemented the new CECL loan loss program for the institution.
- Created and implemented the PPP loan program and the forgiveness process for the institution.

Financial Institutions Audit Staff, November 2016-June 2019 Reynolds, Bone and Griesbeck PLC, Memphis TN

- Provide audit staff support to partner and two senior managers. Work on multiple sections of financial institution audits such as loans, deposits, other assets and liabilities, equity, financial statements, interest rate risk, risk assessment, and financial statement preparation.
- Travel to and from job sites and while at the job site, develop client relationships to ensure future business between the firm and client.

Peer Power Success Coach, August 2015-December 2016, University of Memphis, Memphis TN

- Provide further understanding and tutoring to University students in basic financial and managerial accounting, as well as intermediate accounting.

Activities

Carl Perkins Advisory Board of Fayette County, July 2023

- The mission of the Carl Perkins Center is to provide support to families in preventing and dealing with child abuse in West Tennessee and to help both parents and children meet the practical needs of preserving and improving the quality of family life. The Fayette County advisory board helps The Carl Perkins center raise money and awareness within Fayette County of the Carl Perkins mission.

TBA Young Bankers Board of Directors, April 2023
(Three year term)

- The Young Bankers Division was created to nurture the professional development of the state's young bank officers and prepare them to become the industry's next generation of leaders. This board oversees all of the events and direction of the Young Bankers in the state of Tennessee.

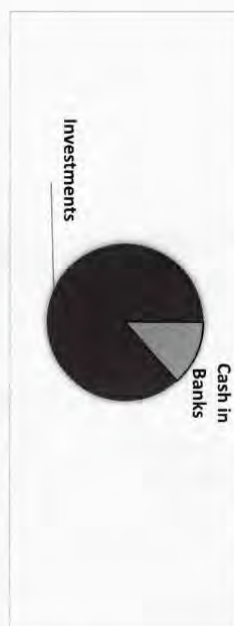
Treasurer of the Young Republicans of Fayette County, March 2020 – December 2023

- Oversee the finances of the Young Republicans of Fayette County and aid the other officers with various tasks.

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

July 2024

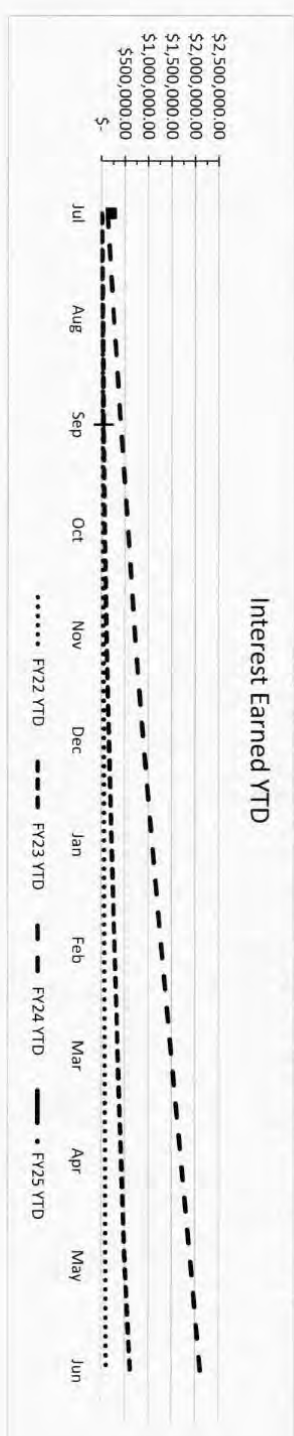
Cash on Hand	\$ 500.00
Cash in Banks	\$ 6,443,884.51
Investments	\$ 41,576,587.73
	<u>\$ 48,020,972.24</u>



	Cash Balance (Not Fund Balance)
101 - General Fund	\$ 15,464,941.85
116 - Solid Waste Fund	\$ 1,812,281.05
122 - Drug Control Fund	\$ 443,520.32
125 - AFT Fund	\$ 1,147,360.60
131 - Public Works Fund	\$ 5,215,583.86
141 - General Purpose School Fund	\$ 8,818,375.87
142 - School Federal Projects Fund	\$ 399,657.87
143 - Central Cafeteria Fund	\$ 541,845.25
151 - Debt Service Fund	\$ 4,579,543.10
171 - Capital Projects Fund	\$ 9,121,898.34
172 - Community Development Fund	\$ 469,121.37
175 - HUD Grant Projects Fund	\$ 80,078.96
189 - Other Capital Projects Fund	\$ 135,792.66
363 - Judicial District Drug Fund	\$ 3,402.62

	Interest Earned					
	FY22 YTD	FY23 YTD	FY24 YTD	FY25 MTD	FY25 YTD	
Jul	\$ 9,082.35	\$ 11,211.37	\$ 129,450.92	\$ 202,194.76	\$ 202,194.76	
Aug	\$ 17,397.86	\$ 23,149.14	\$ 264,435.21			
Sep	\$ 25,421.28	\$ 41,188.73	\$ 413,752.93			
Oct	\$ 33,753.78	\$ 71,461.38	\$ 568,817.07			
Nov	\$ 41,810.64	\$ 105,484.85	\$ 719,769.52			
Dec	\$ 50,626.85	\$ 157,955.93	\$ 894,423.55			
Jan	\$ 59,747.88	\$ 223,382.31	\$ 1,093,505.87			
Feb	\$ 67,832.88	\$ 283,285.75	\$ 1,285,576.74			
Mar	\$ 76,569.33	\$ 356,653.10	\$ 1,498,951.60			
Apr	\$ 85,501.13	\$ 428,785.96	\$ 1,703,289.47			
May	\$ 94,340.93	\$ 506,077.11	\$ 1,913,945.54			
Jun	\$ 103,313.30	\$ 618,447.34	\$ 2,110,540.58			
AVG	\$ 8,609.44	\$ 51,537.28	\$ 175,878.38	\$ 202,194.76		

Interest Earned YTD



The chairman reported for the mayor's office. He stated that the ID Board met and Buc-ee's is final, all paperwork has been done and is back in Buc-ee's hands. Technically there must be a closing and will take place sometime in September. Ford has made an announcement that they are delaying production from February 2026 to the second quarter or late 2027. The battery plant is moving forward and will be producing batteries. The production plant on the Ford side gave several reasons. With one being the battery technology, they are trying to catch up with, the infrastructure was not there, production has been pushed off for about a year and a half.

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

Dr. Versie Hamlett reported for the board of education. She stated that she did not have an official report but wanted to echo Erika Ramer.

Charles McNab reported for the trustee. He stated that in July, \$202,000.00 of interest had been collected. On September 24, 2024, there will be a tax sale, looking at about 70 properties. As of last Friday, the number was down to 43 and hopefully be down more.

Commissioner Robert Sills reported for the Development Committee, which met on August 12, 2024. The committee discussed the phone contract and the budget for the airport and the rezoning on Liberty Road.

DEVELOPMENT COMMITTEE

**Minutes
August 12, 2024**

Present

Moore Sills Reeves, M Salmon Laskoski

1) Airport Update

- Rusty Bliss, Fayette County Airport Manager, updated the committee on activity at the airport:
 - Airport layout plan is being updated
 - Run way lights need updating
 - Run way length and width need addressing if we are to be able to attract larger aircraft
 - Airport-themed subdivision is a possibility and being reviewed
 - Flight school may be relocating its hangar on the airport
 - Aeneas internet is at the airport q
 - Lots of grass is being cut
 - Airshow is moving forward with \$84,000 out of a budgeted \$92,000 in sponsorships collected; additional parking at Presbyterian Church on Teague Store Road; and a rain date of Sept 29 has been scheduled

2) Airport Phone Contract

- Mr. Bliss asked that a phone contract be signed that will be cheaper, for 5 years and will internet based.
- After discussion, the committee voted to recommend approval on a motion by Laskoski, seconded by Reeves (M).

3) Airport Budget Report

- The committee viewed the airport monthly budget report.

4) Rezoning – Liberty Road – R2 to SA (Special Activity)

- Jim Atkinson, Fayette County Planner, reviewed a rezoning request on Liberty Road (north of Moscow). The applicant would like to operate a store front to sell their agricultural products. The Special Activity zoning would allow the activity but be narrowly defined so that no other types of businesses could be operated out of the location. The request was reviewed and approved by the Planning Commission.
- After discussion, the committee voted to recommend approval on a motion by Reeves (M), seconded by Salmon.

Meeting adjourned.

Commissioner Robert Sills reported for the Development Committee, which met on August 27, 2024. The committee discussed the TDOT realignment, ID Board appointments, and the board of zoning appeals nominations.

DEVELOPMENT COMMITTEE

**Minutes
August 27, 2024**

Present

Moore Sills Reeves, M Salmon Laskoski

- 1) TDOT Realignment for Thorpe Drive at I-40 and Hwy 222 Intersection
 - TDOT has presented a contract for acceptance of the realignment of Thorpe Drive. A new section will be constructed and the section that is being replaced is being abandoned.
 - After discussion the committee voted to recommend approval on a motion by Laskoski, seconded by Moore.
- 2) ID Board appointment
 - Mayor Taylor presented a nomination for the Industrial Development Board, Will Landry.
 - After discussion, the committee voted to recommend the appointment on a motion by Salmon, seconded by Moore.
- 3) Board of Zoning Appeals nominations
 - Mayor Taylor asked that John Arnett (current board member) and Billy Wilson (a new nominee) be approved for the Board of Zoning Appeals.
 - After discussion, the committee voted to recommend approval.

Meeting adjourned.

Commissioner Robert Sills made the motion to approve the TDOT road alignment on Thorpe Road, near exit 42. The motion was seconded by Commissioner Perkins. The chairman stated that TDOT is working on a project to align a county road to another county road for an ease of access. The motion passed unanimously.

Commissioner Leggett reported for the Health and Welfare Committee, which met on August 12, 2024. The committee discussed the ambulance report, ambulance relocation from Oakland, health department building update, and the flu shots.

HEALTH AND WELFARE COMMITTEE

**Minutes
August 12, 2024**

Present

Reeves, S Crislip Perkins Leggett Canady

- 1) Ambulance Report
 - Glenn Miller, Fayette County Ambulance Director, reported to the committee on last month's activity.
 - There were 373 calls for July
 - There were 12 times without an ambulance and there were no calls when there were none available.
 - Lasts year's revenue of \$2,292,969 beat the budgeted number of 2,250,000, and expenditures were within budget.
- 2) Ambulance Locating
 - Mayor Taylor and Mr. Miller reported to the committee that the ambulance stationed at the Oakland Fire Department may have to be moved due to lack of space. As Oakland has added more full time fire fighters the facility has become cramped and space is at a premium. To have the needed space will require another location. We are actively looking for a site in Oakland, but Somerville has offered a location at its western Fire Station on Hwy 64. We will keep the committee informed as we move forward.
- 3) Health Department Building update
 - Bids have been received for the work on the Health Department. We received a grant to renovate the facility and should have a contract in the near future.
- 4) Health Department – Flu Shots
 - The Health Department is offering free flu shots in October for Fayette County employees.

Meeting adjourned.

Personnel Committee did not meet.

Commissioner Webb reported for the Education Committee, which met on August 13, 2024. The committee discussed the school's budget request and the county historian.

EDUCATION COMMITTEE

**Minutes
August 13, 2024**

Present

Webb Reeves, M Wiggins Rhea Moore

- 1) School General Fund 141 – FY 24-25 Budget request
 - Dr. Versie Hamlett, Fayette County Public Schools Superintendent, and Vincent Harvell, School's Budget Director, presented the latest budget from the School Board for FY 24-25. The budget was the same as the previous budget that had been denied. The School Board reviewed the employees at the Central Administration Building (CAB), as requested, and decided that all the positions were needed. Since no other areas were requested to be reviewed, they submitted the same budget.
 - Mayor Taylor reported to the committee, that in addition to Maintenance of Effort (MOE) and TISA match, any use of the fund balance would have to have Commission approval.
 - The committee reviewed the document and inquired about the process of how it was assembled. There were also questions about the previous year's spending.
 - After discussion, the committee voted to send the budget with no recommendation to the Budget Committee, on a motion by Wiggins, seconded by Rhea.
- 2) County Historian
 - Mayor Taylor reported that he had an individual to fill the position of County Historian, but had not received an acceptance yet. He would keep the committee informed.

Meeting Adjourned.

Commissioner Rice reported for the Criminal Justice Committee, which met on August 13, 2024. The committee discussed the sheriff's report.

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE

Minutes
August 13, 2024

Present

Canady Rice Leggett Wiggins Rhea

1) Sheriff's Report

- The Committee reviewed the Sheriff's Report.
- The census for the jail is 83 individuals.

Meeting Adjourned.

Commissioner Steve Reeves reported for the Budget Committee which met twice. On August 13, 2024, the committee discussed the airport phone contract, trustee credit card contract, school general fund 141, general fund 101, and property tax rat.

BUDGET COMMITTEE

Minutes

August 13, 2024

Present

Perkins	Rice	Reeves, S	
Sills	Webb	Watkins	Oglesby

- 1) Airport Phone Contract
 - Mr. Bliss asked that a phone contract be signed that will be cheaper, for 5 years and will internet based.
 - After discussion, the committee voted to recommend approval on a motion by Sills, seconded by Perkins.
- 2) Trustee Credit Card contract
 - Charles McNab, Fayette County Trustee, requested from the committee that he be allowed to sign a contract for credit card services. He brought two proposals, one from AutoAgent and one from Citizen Portal. AutoAgent is used by some of the larger mortgage firms and their contract would be for 5 years. The County would continue to use them in a limited manner, even if a different contract was signed. The other contract by Citisen Portal works with our current accounting software and the term is only for one year at a time.
 - After discussion, the committee voted to recommend Citisen Portal as the vendor for the Credit Card services, on a motion by Perkins, seconded by Webb.
- 3) School General Fund 141 – FY 24-25 Budget request
 - Dr. Versie Hamlett, Fayette County Public Schools Superintendent, and Vincent Harvell, School's Budget Director, presented the latest budget from the School Board for FY 24-25. The budget was the same as the previous budget that had been denied. The School Board reviewed the employees at the Central Administration Building (CAB), as requested, and decided that all the positions were needed. Since no other areas were requested to be reviewed, they submitted the same budget.
 - Mayor Taylor reported to the committee, that in addition to Maintenance of Effort (MOE) and TISA match, any use of the fund balance would have to have Commission approval.
 - The committee reviewed the document and inquired about the process of how it was assembled. There were also questions about the previous year's spending.
 - After discussion, the committee voted to maintain the adopted funding allocation and to budget expenditures so that the fund balance ended the FY 24-25 year with no less than \$5 million, on a motion by Oglesby, seconded by Sills.
- 4) General Fund 101 review
 - Mayor Taylor reviewed some changes to the budget due to actual numbers on insurance and grants.
 - The committee discussed the budget.
 - After discussion, the committee voted to authorize a 5% COL for employees and use the Mayor's Joint Committee recommendations for salary and expenses for the final budget submission, on a motion by Oglesby, seconded by Watkins.
- 5) Property Tax Rate for FY 24-25

- The committee voted to keep the current rate, \$1.2915, for the budget, on a motion by Sills, seconded by Perkins.

Meeting Adjourned.

Commissioner Steve Reeves made the motion to approve the airport phone service agreement. The motion was seconded by Commissioner Robert Sills and passed unanimously.

HISCALL, INC.



HISCALL, INC.
CORPORATE OFFICE: 1001 GENTRY CIRCLE, DICKSON, TN 37055
EAST TN: 10425 COGILL ROAD, SUITE 300, KNOXVILLE, TN 37932
TOLL FREE 866-740-7771 | WWW.HISCALL.COM
SECURITY LICENSE # 1405



Fayette County Airport
Somerville, TN

HISCALL CLOUD & AWOS SERVICES

PREPARED BY:

Mike Jennette

Account Consultant

Hiscall, Inc.

1001 Gentry Circle, Dickson, TN 37055

615-740-7771

mjennette@hiscall.com

PREPARED FOR:

Rusty Bliss

Director

Fayette County Airport

1075 Airport Road, Somerville, TN 38068

Quote Number: 25205

Date: 07/03/2024

Hiscall Cloud Service Agreement

60 Months Hiscall Cloud Service Agreement

\$ 108.80 per month*

Phones and Equipment

- One (1) Essential Monthly Seats Pilot's Lounge & Kitchen
- One (1) UC Monthly Seat including voicemail
- One (1) Advanced UC Monthly Seat including voicemail & mobile app
- One (1) 8-Port POE Switch

Number Porting

- One (1) Phone Number
 - Main line 901-466-7007

Emergency Location Services

- One (1) Building

Scope of Work:

Provide and program phones and port numbers as listed above. Includes Installation, Project Management, End-User Training.

AWOS Line

Scope of Work: Hiscall will install and program One (1) Cambium Wireless Bridge from Terminal to the AWOS Weather Station.

- All associated hardware, cabling, etc. included
- Installation, programming, training, and project management included

N/A

Hiscall Managed Services (HMS) Option: 60 Month Agreement @

\$217.00 per month

- HMS terms and conditions apply
- first and last month payment required
- _____ accept HMS (initial if selecting monthly option)

Hiscall Managed Services:

Hiscall owns and maintains all equipment as listed above including regular preventative maintenance visits to ensure equipment is working properly. HMS customer receive priority dispatch services on repairs, troubleshooting, and remote programming changes which includes replacement parts and labor at no additional cost.

See Managed Service Terms and Conditions for Hiscall/Customer expectations, terms, and other information.

Coverage is for 24/7/365 service

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Assumptions:

*Customer will be responsible for providing a Wave file with legal copy of message or music to be downloaded. Cat5e or better required for Hiscall Cloud Service.

*Additionally: Any wiring required beyond what may be quoted above or listed above will be the responsibility of the customer or can be handled by Hiscall on a Time and Material basis at the tech rate of \$100.00 per hour/per tech plus materials and travel charges as they apply. See Hiscall Cloud Services Terms and Conditions for Hiscall/Customer expectations, terms and other information.

Terms & Payment (Hiscall Cloud Services):

1. This quote is valid for 30 days from date of quote.
2. Applicable taxes are not included in HCS monthly pricing or any one-time fees as listed above.
3. Except or unless otherwise noted within the Scope, Notes, or Assumptions above, Hiscall Cloud Services Terms and Conditions shall apply.
4. This agreement shall be termed as selected above.
5. Satisfaction Guarantee – If not completely satisfied with the quality of HCS, Hiscall will replace with a premise-based system for the remaining term of the agreement at the above monthly rate.
6. First and last month payments are due upon signing plus tax if applicable.
7. Hiscall Cloud Services are dependent upon customer's sufficient Internet access, networks, and cabling infrastructure. A Hiscall site visit, at no cost to customer, will determine if additional data infrastructure is needed. If additional data infrastructure is required, as determined by Hiscall, customer may either purchase, obtain through Hiscall's Managed Services offer, or cancel this agreement.
8. UNLESS EXPRESSLY SPECIFIED OTHERWISE, THE SERVICE AND ALL QUOTED FEES AND CHARGES ARE FOR UNITED STATES DOMESTIC CALLS ONLY, INCLUDING ALASKA AND HAWAII. INTERNATIONAL CALLING IS DISABLED BY DEFAULT AND MAY BE ENABLED OR DISABLED AT ANY TIME BY CONTACTING HISCALL. International calls will be billed at current rates, which vary by country and dialing prefix codes. International calling rates are subject to change at any time.

Terms & Payment (Hiscall Managed Services):

1. This quote is valid for 30 days from date of quote.
2. Applicable taxes are not included in estimated price.
3. Except or unless otherwise noted within the Scope, Notes, or Assumptions above, Hiscall Managed Services Terms and Conditions shall apply.
4. Does not include headsets wired or wireless.
5. This agreement shall be for a term of sixty months.
6. First and last month payments are due upon signing.
7. The equipment may be available for purchase or upgrade at the end of the term.

HISCALL CLOUD TERMS AND CONDITIONS

THIS DOCUMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH HISCALL, INC. ("HISCALL") AGREES TO PROVIDE CLOUD SERVICES AND SUPPORT.

1.0 Deliverables

1.1 Scope. Hiscall shall sell Cloud Services (HCS) as stipulated on a numbered Quote, Purchase Agreement, Support Agreement, Statement of Work, or Change Order form which has been authorized by the Customer.

1.2 Additions or Changes. Additions or Changes must be approved via a Change Order or other Hiscall-provided Service Order form. Each properly executed Order Form and its attachment(s) shall become a part of this Agreement and be incorporated herein as if attached hereto. Project costs are based upon agreed installation dates. Hiscall will not be liable for changes to the agreed upon schedule or additional work due to the non-responsiveness or non-performance of any customer initiated third-party vendor or changes initiated by the customer. These changes may result in additional charges.

1.3 Acceptance. Unless otherwise specified by the Statement of Work, acceptance occurs the earlier of either: (i) Hiscall provides notice of completion to Customer; or (ii) production use of installed Products.

2.0 Customer Responsibilities

2.1 Equipment Location. Customer is responsible for providing, at customer expense, a suitable location for equipment installation that meets all environmental, space, and safety requirements. Customer is also responsible for obtaining all necessary permits and/or licenses prior to installation of equipment. If the equipment is not to be located in the immediate proximity of the demarcation point of trunks, lines, or circuits from the Local Exchange Carrier (LEC) or Wide Area Network provider, Hiscall can extend cabling to the demarcation point for an additional fee. The demarcation point is generally defined as the point where the local loop (which is the responsibility of the LEC) ends and the inside wire (which is the responsibility of the customer) begins.

2.2 Site Preparation. Customer is responsible for ensuring the site is ready for installation at the agreed-upon date. Site readiness may include, but is not limited to network services, cabling, racks, and electrical power.

2.3 Point of Contact. For the duration of any project, Customer must designate a single point of contact, who has a thorough understanding of the business requirements and technical environment, and is authorized to make binding decisions on Customer's behalf.

2.4 Network Readiness. For systems utilizing Voice or Video over IP, Customer must complete a network assessment prior to installing the System. Customer agrees and acknowledges that failure to complete a network assessment may result in network quality issues, and that Hiscall shall bear no liability whatsoever in such event. Support assistance, which in Hiscall's judgment could have been avoided by an assessment, will be billed the standard Hiscall's hourly rate for the resources provided.

2.5 Access. Hiscall reserves the right to access Customer's system to review the final installation for quality assurance purposes, provide remote support, and/or for system auditing.

2.6 Risk of Loss. Customer shall bear the entire risk of loss or damage to any Equipment or Software Media upon delivery to the

Installation Site. The occurrence of any such loss or damage shall not permit Customer to delay or reduce the payment of any fees or charges prescribed under this Agreement. Customer shall, at its own expense, maintain property and casualty insurance for the Equipment against all risk of loss or damage, not less than the replacement cost of the Equipment and Software Media. For such purpose, Vendor agrees to provide Customer with replacement materials, to the extent available, for only the cost of materials, provided that Customer provides Vendor with proof of loss or damage. Customer shall provide Vendor with a certificate of insurance with respect to such policy on or before the time of installation of the System at the installation Site.

3.0 Warranty

3.1 Equipment. Hiscall warrants all equipment provided for the period specified on the Cloud Services Agreement. The term may be extended based on a mutually agreed upon rate and duration. All labor for remote moves, adds, and changes are included. Hiscall does not warrant uninterrupted or error free operation of software or cloud services or that software or cloud services will prevent toll fraud. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, HISCALL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

3.2 Hardware. Standard warranty includes manufacturer defects and component malfunctions when purchased via Hiscall Cloud Services for the duration of the period specified on the Cloud Services Agreement. The term may be extended based on mutually agreed upon rate and duration.

4.0 Support

4.1 Remote Technical Assistance. During the term of the Hiscall Cloud Services Agreement, while all telecommunication services are provided by Bandwidth, the Customer may contact Hiscall via telephone or email with questions about product configuration or general usability.

4.2 Hardware Replacement. Advanced hardware exchange is included if specified on Exhibit A, or during the warranty period, for defective parts that fail when used under normal operating conditions. Replacement parts and products may be new, remanufactured or refurbished. Any removed parts and/or products will become the property of Hiscall.

4.3 Software Upgrades, Updates, and Service Packs. At any time, Customer may contact Hiscall at no additional charge with questions about available Upgrades/Updates.

4.4 Remote Monitoring & Alarm Notification. Hiscall will provide 24x7 alarm monitoring when applicable.

4.5 Service Response. Response time for major outages, as defined below, will be within four (4) business hours. Response time for minor outages will be within eight (8) business hours. Upon receipt of a service request, Hiscall shall perform troubleshooting and diagnostics via telephone or on-demand remote connection, to isolate the issue and determine whether the Supported Product is working in accordance with the Manufacturer's standard and published documentation.

Major Outage Definition: The supported product is operating with severely reduced functionality causing significant impact to the Customers business operations, or the loss of service

impacting more than twenty-five percent (25%) of all users at a single site.

Minor Outage Definition: The supported product is operating with reduced functionality or the loss of service impacts less than twenty-five percent (25%) of all users at a single site.

4.6 On-site Support. Customers Approval of Hiscall hourly rates is required if Customer requests on-site support.

4.7 Standard Work Hours. Hiscall standard work hours are Monday – Friday, 8:00 AM – 5:00 PM, in the time zone of the System location, excluding Hiscall-observed holidays, which include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

4.8 Overtime Hours. Monday – Friday, anytime outside of standard work hours; or anytime on Saturday, excluding holidays. Work performed during Overtime Hours, in addition to or outside the scope of the Project or Agreement, shall be invoiced at 1.5 times the standard rate for the resource provided.

4.9 Premium Time. Anytime on Sunday or a Hiscall-observed holiday. Work performed during Premium Time that is in addition to or outside the scope of the Project or Agreement shall be invoiced at two times the standard rate for the resource provided.

5.0 Exclusions

5.1 Consumables. Items including but not limited to headsets, remote controls (TV & Video), printer ribbons or ink, back-up media, wall brackets, mounting kits, faceplates, bezels, blank panels, designation strips, technical documentation, labels, or other accessories are not covered by Hiscall Warranty or Support Agreement.

5.2 Customizations. System features, reports, or applications customized or administered for Customer application are excluded.

5.3 Other. Damage, deterioration, or malfunction resulting from misuse, abuse, accident, fire, water, lightning, electrical surge, or other acts of nature are not covered by Hiscall Agreement.

6.0 Term

6.1 Commencement. Hiscall Cloud Services shall begin the first of the month after the date Hiscall accepts this agreement. Unless notice is received in writing, within sixty (60) days of end of term, this agreement shall continue for twelve (12) months at the then current rate.

6.2 Cancellation Requests. Cancellation Requests: Cancellation requests made after equipment, software, or services have been ordered and prior to installation or licensing of product, shall be subject to a restocking fee equal to two monthly payments, plus any additional expenses incurred by Hiscall to that point.

6.3 Obligation to Pay. Cancellation of the contract will not negate the obligation of the customer to pay Hiscall. Hiscall reserves the right to suspend or terminate Services should payment of outstanding invoices be thirty (30) days overdue. Should Services be suspended for non-payment, customer will be required to pay balance due plus a \$100.00 reconnection fee. Services will be restored within two hours upon receipt of payment. Should Hiscall terminate Services due to lack of payment, equipment will be

returned and fifty percent of the total or eighty percent of the remaining balance, whichever is less, will be due.

6.4 Equipment or Software Returns. Equipment must be returned in original unopened vendor shipping container, with all piece parts in working order and new condition. Customer shall be liable for the full price of any equipment that cannot be returned to the original vendor or restocked for future sale.

7.0 Payment Terms

7.1 Payments. For Cloud Services offers, the first and last month's payment are due with signed quote. Monthly payments are due upon receipt.

7.2 Lease Agreements. Customer may lease some or all of the Products and Services through a third party. Hiscall shall cooperate with respect to any reasonable lease arrangement. In such cases, payment terms of the lease agreement will supersede terms set forth in section 7.1.

7.3 Additions. Support for all add-on purchases pro-rated for the remaining term, at then-current rate.

8.0 Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR PERFORMANCE. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THE AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM, OR \$ 100,000, WHICHEVER IS THE LESSER AMOUNT. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT, OR OTHERWISE. HOWEVER, THIS LIMITATION WILL NOT APPLY IN CASES OF WILLFUL MISCONDUCT OR PERSONAL INJURY. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF OFFICERS, EMPLOYEES, AGENTS, AND SUPPLIERS.

9.0 Miscellaneous

9.1 No Solicitation. During the period of time that Hiscall provides Services to the Customer, and for one (1) year after the completion of the Services provided, neither Hiscall nor Customer shall solicit for employment the employee of the other party, prior to the written consent of the other party. Nothing in this paragraph will restrict the right of Hiscall or the Customer to solicit or recruit generally in the media, or the right to hire, without written consent, any person who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited.

9.2 Entire Agreement; Severability. These Terms and Conditions are the entire agreement between Customer and Hiscall with respect to services provided by Hiscall, and supersede any other verbal or written communications, including the terms of any Customer-provided Purchase Order. If any provision of these

Terms and Conditions is held invalid, the remainder of these Terms and Conditions will continue in full force and effect.

9.3 Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Tennessee.

9.4 E911 REQUIREMENTS. THE FEDERAL COMMUNICATIONS COMMISSION (FCC) REQUIRES THAT A DISPATCHABLE LOCATION BE IDENTIFIED AND DELIVERED TO THE PUBLIC SAFETY

ANSWERING POINT (PASP) WHEN PLACING A 911 CALL. HISCALL WILL PROVIDE A DISPATCHABLE LOCATION WHEN IMPLEMENTING NEW TELEPHONE SERVICE. IT IS THE CUSTOMER'S SOLE RESPONSIBILITY TO UPDATE THE REGISTERED 911 ADDRESS FOR ANY DEVICE THAT HAS CHANGED LOCATIONS. AT CUSTOMER'S REQUEST, HISCALL WILL PROVIDE SUPPORT IN UPDATING A NEW REGISTERED 911 ADDRESS.

HISCALL PURCHASE AND SUPPORT TERMS AND CONDITIONS

HISCALL MANAGED SERVICES TERMS AND CONDITIONS

THIS DOCUMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH HISCALL, INC. ("HISCALL") AGREES TO PROVIDE HARDWARE, SOFTWARE, SERVICES, AND/OR SUPPORT.

1.0 DELIVERABLES

1.1 SCOPE: HISCALL SHALL OFFER THE EQUIPMENT, LICENSE THE SOFTWARE, DELIVER THE SYSTEM, AND PROVIDE SERVICES AS STIPULATED ON A NUMBERED QUOTE, PURCHASE AGREEMENT, SUPPORT AGREEMENT, STATEMENT OF WORK, OR CHANGE ORDER FORM WHICH HAS BEEN AUTHORIZED BY THE CUSTOMER.

1.2 ADDITIONS OR CHANGES: ADDITIONS OR CHANGES MUST BE APPROVED VIA A CHANGE ORDER OR OTHER HISCALL-PROVIDED SERVICE ORDER FORM. EACH PROPERLY EXECUTED ORDER FORM AND ITS ATTACHMENT(S) SHALL BECOME A PART OF THIS AGREEMENT AND BE INCORPORATED HEREIN AS IF ATTACHED HERETO. PROJECT COSTS ARE BASED UPON AGREED INSTALLATION DATES. HISCALL WILL NOT BE LIABLE FOR CHANGES TO THE AGREED UPON SCHEDULE OR ADDITIONAL WORK DUE TO THE NON- RESPONSIVENESS OR NON-PERFORMANCE OF ANY CUSTOMER INITIATED THIRD-PARTY VENDOR OR CHANGES INITIATED BY THE CUSTOMER. THESE CHANGES MAY RESULT IN ADDITIONAL CHARGES.

1.3 ACCEPTANCE: UNLESS OTHERWISE SPECIFIED BY THE STATEMENT OF WORK, ACCEPTANCE OCCURS THE EARLIER OF EITHER: (I) HISCALL PROVIDES NOTICE OF COMPLETION TO CUSTOMER; OR (II) PRODUCTION USE OF INSTALLED PRODUCTS.

2.0 CUSTOMER RESPONSIBILITIES

2.1 EQUIPMENT LOCATION: CUSTOMER IS RESPONSIBLE FOR PROVIDING, AT CUSTOMER EXPENSE, A SUITABLE LOCATION FOR EQUIPMENT INSTALLATION THAT MEETS ALL ENVIRONMENTAL, SPACE, AND SAFETY REQUIREMENTS. CUSTOMER IS ALSO RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND/OR LICENSES PRIOR TO INSTALLATION OF EQUIPMENT. IF THE EQUIPMENT IS NOT TO BE LOCATED IN THE IMMEDIATE PROXIMITY OF THE DEMARCATION POINT OF TRUNKS, LINES, OR CIRCUITS FROM THE LOCAL EXCHANGE CARRIER (LEC) OR WIDE AREA NETWORK PROVIDER, HISCALL

CAN EXTEND CABLING TO THE DEMARCATION POINT FOR AN ADDITIONAL FEE. THE DEMARCATION POINT IS GENERALLY DEFINED AS THE POINT WHERE THE LOCAL

LOOP (WHICH IS THE RESPONSIBILITY OF THE LEC) ENDS AND THE INSIDE WIRE (WHICH IS THE RESPONSIBILITY OF THE CUSTOMER) BEGINS.

2.2 SITE PREPARATION: CUSTOMER IS RESPONSIBLE FOR ENSURING THE SITE IS READY FOR INSTALLATION AT THE AGREED-UPON DATE. SITE READINESS MAY INCLUDE, BUT IS NOT LIMITED TO NETWORK SERVICES, CABLING, RACKS, AND ELECTRICAL POWER.

2.3 POINT OF CONTACT: FOR THE DURATION OF ANY PROJECT, CUSTOMER MUST DESIGNATE A SINGLE POINT OF CONTACT, WHO HAS A THOROUGH UNDERSTANDING OF THE BUSINESS REQUIREMENTS AND TECHNICAL ENVIRONMENT, AND IS AUTHORIZED TO MAKE BINDING DECISIONS ON CUSTOMER'S BEHALF.

2.4 NETWORK READINESS: FOR SYSTEMS UTILIZING VOICE OR VIDEO OVER IP, CUSTOMER MUST

COMPLETE A NETWORK ASSESSMENT PRIOR TO INSTALLING THE SYSTEM. CUSTOMER AGREES AND ACKNOWLEDGES THAT FAILURE TO COMPLETE A NETWORK ASSESSMENT MAY RESULT IN NETWORK QUALITY ISSUES, AND THAT HISCALL SHALL BEAR NO LIABILITY WHATSOEVER IN SUCH EVENT. SUPPORT ASSISTANCE, WHICH IN HISCALL'S JUDGMENT COULD HAVE BEEN AVOIDED BY AN ASSESSMENT, WILL BE BILLED THE STANDARD HISCALL'S HOURLY RATE FOR THE RESOURCES PROVIDED.

2.5 ACCESS: CUSTOMER MUST PROVIDE REMOTE ACCESS VIA MODEM OR SECURE VPN CONNECTION FOR SUPPORT. HISCALL RESERVES THE RIGHT TO REMOTELY ACCESS CUSTOMER'S SYSTEM TO REVIEW THE FINAL INSTALLATION FOR QUALITY ASSURANCE PURPOSES, PROVIDE REMOTE SUPPORT, AND/OR FOR SYSTEM AUDITING, BACKUP SYSTEM CONFIGURATIONS AND VOICE MAIL, AND LICENSE COMPLIANCE REVIEWS. IF CUSTOMER DOES NOT ELECT TO PROVIDE REMOTE ACCESS, RESPONSE TIMES MAY BE DELAYED, AND ADDITIONAL FEES FOR ON-SITE ACCESS WILL APPLY.

2.6 RISK OF LOSS: CUSTOMER SHALL BEAR THE ENTIRE RISK OF LOSS OR DAMAGE TO ANY EQUIPMENT OR SOFTWARE MEDIA UPON DELIVERY TO THE INSTALLATION SITE. THE OCCURRENCE OF ANY SUCH LOSS OR DAMAGE SHALL NOT PERMIT CUSTOMER TO DELAY OR REDUCE THE PAYMENT OF ANY FEES OR CHARGES PRESCRIBED UNDER THIS AGREEMENT. CUSTOMER SHALL, AT ITS OWN EXPENSE, MAINTAIN PROPERTY AND CASUALTY INSURANCE FOR THE EQUIPMENT AGAINST ALL RISK OF LOSS OR DAMAGE, NOT LESS THAN THE REPLACEMENT COST OF THE EQUIPMENT AND SOFTWARE MEDIA. FOR SUCH PURPOSE, VENDOR AGREES TO PROVIDE CUSTOMER WITH REPLACEMENT MATERIALS, TO THE EXTENT AVAILABLE, FOR ONLY THE COST OF MATERIALS, PROVIDED THAT CUSTOMER PROVIDES VENDOR WITH PROOF OF LOSS OR DAMAGE. CUSTOMER SHALL PROVIDE VENDOR WITH A CERTIFICATE OF INSURANCE WITH RESPECT TO SUCH POLICY ON OR BEFORE THE TIME OF INSTALLATION OF THE SYSTEM AT THE INSTALLATION SITE.

3.0 LICENSE & WARRANTY

3.1 SOFTWARE LICENSE: CERTAIN MANUFACTURERS REQUIRE THE ATTACHMENT OF THEIR OWN END USER LICENSE AGREEMENT WHICH SHALL BE ATTACHED TO THE APPLICABLE ORDER AND INCORPORATED THEREIN. THE MANUFACTURER'S END USER LICENSE AGREEMENT AND WARRANTY POLICY WILL APPLY.

3.2 WARRANTY: HISCALL WARRANTS ALL NEW EQUIPMENT PROVIDED FOR THE PERIOD SPECIFIED ON THE MANAGED SERVICES AGREEMENT. THE TERM MAY BE EXTENDED BASED ON A MUTUALLY AGREED UPON RATE AND DURATION. THE EQUIPMENT MAY BE AVAILABLE FOR PURCHASE OR UPGRADE AT THE END OF THE TERM. ALL LABOR FOR MOVES, ADDS, AND CHANGES, AT THE CURRENT SPECIFIED LOCATION, ARE INCLUDED WITH THE EXCEPTION OF CABLING. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, HISCALL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

3.3 HEADSETS: STANDARD WARRANTY INCLUDES MANUFACTURER DEFECTS AND COMPONENT MALFUNCTIONS WHEN PURCHASED VIA HISCALL CLOUD SERVICES FOR THE DURATION OF THE PERIOD SPECIFIED ON THE CLOUD SERVICES AGREEMENT. THE TERM MAY BE EXTENDED BASED ON MUTUALLY AGREED UPON RATE AND DURATION.

4.0 SUPPORT

4.1 REMOTE TECHNICAL ASSISTANCE: DURING THE TERM OF THE HISCALL MANAGED SERVICES AGREEMENT, THE CUSTOMER MAY CONTACT HISCALL VIA TELEPHONE OR EMAIL WITH QUESTIONS ABOUT PRODUCT CONFIGURATION OR GENERAL USABILITY.

4.2 HARDWARE REPLACEMENT: ADVANCED HARDWARE EXCHANGE IS INCLUDED IF SPECIFIED ON EXHIBIT A, OR DURING THE AGREEMENT TERM, FOR DEFECTIVE PARTS THAT FAIL WHEN USED UNDER NORMAL OPERATING CONDITIONS. REPLACEMENT PARTS AND PRODUCTS MAY BE NEW, REMANUFACTURED OR REFURBISHED. ANY REMOVED PARTS AND/OR PRODUCTS WILL REMAIN THE PROPERTY OF HISCALL.

4.3 SOFTWARE UPGRADES: UPDATES, AND SERVICE PACKS, A MANUFACTURER SUPPORT PLAN, IF AVAILABLE, IS A REQUIRED ELEMENT OF ANY HISCALL SUPPORT AGREEMENT, TO INSURE ACCESS TO SOFTWARE AND FIRMWARE UPDATES, AS WELL AS MANUFACTURER SUPPORT ENGINEERS. AT ANY TIME, CUSTOMER MAY CONTACT HISCALL AT NO ADDITIONAL CHARGE WITH QUESTIONS ABOUT AVAILABLE UPGRADES, UPDATES, OR SERVICE PACKS. AT THE CUSTOMER REQUEST, HISCALL WILL PERFORM THE INSTALLATION OF A CUSTOMER-INSTALLABLE UPDATE, SUBJECT TO CUSTOMER APPROVAL OF THE STANDARD HISCALL HOURLY RATE FOR THE RESOURCES PROVIDED.

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4.4 REMOTE MONITORING & ALARM NOTIFICATIONS: HISCALL WILL PROVIDE 24X7 ALARM MONITORING WHEN APPLICABLE. SMART ALARM SYSTEM WILL DIAGNOSE AND ATTEMPT TO RESOLVE SYSTEM-GENERATED ALARMS. UNRESOLVED ALARMS WILL AUTOMATICALLY BE ROUTED TO A HISCALL SERVICES PERSONNEL FOR ADDITIONAL TROUBLESHOOTING AND DIAGNOSTICS.

4.5 SERVICE RESPONSE: RESPONSE TIME FOR MAJOR OUTAGES, AS DEFINED BELOW, WILL BE WITHIN FOUR (4) BUSINESS HOURS. RESPONSE TIME FOR MINOR OUTAGES WILL BE WITHIN EIGHT (8) BUSINESS HOURS. UPON RECEIPT OF A SERVICE REQUEST, HISCALL SHALL PERFORM TROUBLESHOOTING AND DIAGNOSTICS VIA TELEPHONE OR ON-DEMAND REMOTE CONNECTION TO ISOLATE THE ISSUE AND DETERMINE WHETHER THE SUPPORTED PRODUCT IS WORKING IN ACCORDANCE WITH THE MANUFACTURER'S STANDARD AND PUBLISHED DOCUMENTATION.

MAJOR OUTAGE DEFINITION. THE SUPPORTED PRODUCT IS OPERATING WITH SEVERELY REDUCED FUNCTIONALITY CAUSING SIGNIFICANT IMPACT TO THE CUSTOMER'S BUSINESS OPERATIONS, OR THE LOSS OF SERVICE IMPACTING MORE THAN TWENTY-FIVE PERCENT (25%) OF ALL USERS AT A SINGLE SITE.

MINOR OUTAGE DEFINITION. THE SUPPORTED PRODUCT IS OPERATING WITH REDUCED FUNCTIONALITY OR THE LOSS OF SERVICE IMPACTS LESS THAN TWENTY-FIVE PERCENT (25%) OF ALL USERS AT A SINGLE SITE.

4.6 ON-SITE SUPPORT: IF ALARMS CANNOT BE CLEARED REMOTELY, HISCALL WILL DISPATCH A FIELD TECHNICIAN TO THE CUSTOMER'S SITE. CUSTOMER'S APPROVAL OF HISCALL HOURLY RATES IS REQUIRED IF CUSTOMER REQUESTS ON-SITE SUPPORT OUTSIDE THE HOURS OF THE AGREEMENT.

4.7 STANDARD WORK HOURS: HISCALL STANDARD WORK HOURS ARE MONDAY – FRIDAY, 8:00 AM – 5:00 PM, IN THE TIME ZONE OF THE SYSTEM LOCATION, EXCLUDING HISCALL-OBSERVED HOLIDAYS, WHICH INCLUDE NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.

4.8 OVERTIME HOURS: MONDAY – FRIDAY, ANYTIME OUTSIDE OF STANDARD WORK HOURS; OR ANYTIME ON SATURDAY, EXCLUDING HOLIDAYS. WORK PERFORMED DURING OVERTIME HOURS, IN ADDITION

TO OR OUTSIDE THE SCOPE OF THE PROJECT OR AGREEMENT, SHALL BE INVOICED AT 1.5 TIMES THE STANDARD RATE FOR THE RESOURCE PROVIDED.

4.9 PREMIUM HOURS: ANYTIME ON SUNDAY OR A HISCALL-OBSERVED HOLIDAY, WORK PERFORMED DURING PREMIUM TIME THAT IS IN ADDITION TO OR OUTSIDE THE SCOPE OF THE PROJECT OR AGREEMENT SHALL BE INVOICED AT TWO TIMES THE STANDARD RATE FOR THE RESOURCE PROVIDED.

5.0 EXCLUSIONS

5.1 CONSUMABLES: ITEMS INCLUDING BUT NOT LIMITED TO HEADSETS, REMOTE CONTROLS (TV & VIDEO), PRINTER RIBBONS OR INK, BACK-UP MEDIA, WALL BRACKETS, MOUNTING KITS, FACEPLATES, BEZELS, BLANK PANELS, DESIGNATION STRIPS, TECHNICAL DOCUMENTATION, LABELS, OR OTHER ACCESSORIES ARE NOT COVERED BY HISCALL MANAGED SERVICES AGREEMENT.

5.2 CUSTOMIZATIONS: SYSTEM FEATURES, REPORTS, OR APPLICATIONS CUSTOMIZED OR ADMINISTERED FOR CUSTOMER APPLICATION ARE EXCLUDED.

5.3 OTHER: DAMAGE, DETERIORATION, OR MALFUNCTION RESULTING FROM MISUSE, ABUSE, ACCIDENT, FIRE, WATER, LIGHTNING, ELECTRICAL SURGE, OR OTHER ACTS OF NATURE ARE NOT COVERED BY HISCALL MANAGED SERVICES AGREEMENT.

6.0 TERM

6.1 COMMENCEMENT: MANAGED SERVICES SHALL BEGIN THE FIRST OF THE MONTH AFTER THE DATE HISCALL ACCEPTS THIS AGREEMENT. UNLESS NOTICE IS RECEIVED IN WRITING, WITHIN SIXTY (60) DAYS OF END OF TERM, THIS AGREEMENT SHALL CONTINUE FOR TWELVE (12) MONTHS AT THE THEN CURRENT RATE.

6.2 CANCELLATION REQUESTS: CANCELLATION REQUESTS MADE AFTER EQUIPMENT, SOFTWARE, OR SERVICES HAVE BEEN ORDERED AND PRIOR TO INSTALLATION OR LICENSING OF PRODUCT, SHALL BE SUBJECT TO A RESTOCKING FEE EQUAL TO TWO MONTHLY PAYMENTS, PLUS ANY ADDITIONAL EXPENSES INCURRED BY HISCALL TO THAT POINT.

6.3 OBLIGATION TO PAY: CANCELLATION OF THE CONTRACT WILL NOT NEGATE THE OBLIGATION OF THE CUSTOMER TO PAY HISCALL. HISCALL RESERVES THE RIGHT TO SUSPEND OR TERMINATE SERVICES SHOULD PAYMENT OF OUTSTANDING

INVOICES BE THIRTY (30) DAYS OVERDUE. SHOULD HISCALL TERMINATE SERVICES DUE TO LACK OF PAYMENT, EQUIPMENT WILL BE RETURNED AND FIFTY PERCENT OF THE TOTAL OR EIGHTY PERCENT OF THE REMAINING BALANCE, WHICHEVER IS LESS, WILL BE DUE.

6.4 EQUIPMENT OR SOFTWARE RETURNS: EQUIPMENT MUST BE RETURNED IN ORIGINAL UNOPENED VENDOR SHIPPING CONTAINER, WITH ALL PIECE PARTS IN WORKING ORDER AND NEW CONDITION. CUSTOMER SHALL BE LIABLE FOR THE FULL PRICE OF ANY EQUIPMENT THAT CANNOT BE RETURNED TO THE ORIGINAL VENDOR OR RESTOCKED FOR FUTURE SALE. IN SOME CASES, SOFTWARE CANNOT BE RETURNED TO THE ORIGINAL VENDOR. IN SUCH CASES, THE CUSTOMER WILL BE LIABLE FOR THE FULL LICENSE FEE.

7.0 PAYMENT TERMS

7.1 PAYMENTS: FOR MANAGED SERVICES OFFERS, THE FIRST AND LAST MONTH'S PAYMENT ARE DUE WITH SIGNED QUOTE. MONTHLY PAYMENTS ARE DUE UPON RECEIPT.

7.2 LEASE AGREEMENTS: CUSTOMER MAY LEASE SOME OR ALL OF THE PRODUCTS AND SERVICES THROUGH A THIRD PARTY. HISCALL SHALL COOPERATE WITH RESPECT TO ANY REASONABLE LEASE ARRANGEMENT. IN SUCH CASES, PAYMENT TERMS OF THE LEASE AGREEMENT WILL SUPERSEDE TERMS SET FORTH IN SECTION 7.1.

7.3 ADDITIONS: SUPPORT FOR ALL ADD-ON PURCHASES PRO-RATED FOR THE REMAINING TERM, AT THEN-CURRENT RATE.

8.0 LIMITATIONS OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR PERFORMANCE. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THE AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM, OR \$ 100,000, WHICHEVER IS THE LESSER AMOUNT. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED,

WHETHER FOR BREACH OF CONTRACT, TORT, OR OTHERWISE. HOWEVER, THIS LIMITATION WILL NOT APPLY IN CASES OF WILLFUL MISCONDUCT OR PERSONAL INJURY. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF OFFICERS, EMPLOYEES, AGENTS, AND SUPPLIERS.

9.0 MISCELLANEOUS

9.1 NO SOLICITATION: DURING THE PERIOD OF TIME THAT HISCALL PROVIDES SERVICES TO THE CUSTOMER, AND FOR ONE (1) YEAR AFTER THE COMPLETION OF THE SERVICES PROVIDED, NEITHER HISCALL NOR CUSTOMER SHALL SOLICIT FOR EMPLOYMENT THE EMPLOYEE OF THE OTHER PARTY, PRIOR TO THE WRITTEN CONSENT OF THE OTHER PARTY. NOTHING IN THIS PARAGRAPH WILL RESTRICT THE RIGHT OF HISCALL OR THE CUSTOMER TO SOLICIT OR RECRUIT GENERALLY IN THE MEDIA, OR THE RIGHT TO HIRE, WITHOUT WRITTEN CONSENT, ANY PERSON WHO ANSWERS ANY ADVERTISEMENT OR WHO OTHERWISE VOLUNTARILY APPLIES FOR HIRE WITHOUT HAVING BEEN PERSONALLY SOLICITED OR RECRUITED.

9.2 ENTIRE AGREEMENT SEVERABILITY: THESE TERMS AND CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN CUSTOMER AND HISCALL WITH RESPECT TO SERVICES PROVIDED BY HISCALL, AND SUPERSEDE ANY OTHER VERBAL OR WRITTEN COMMUNICATIONS, INCLUDING THE TERMS OF ANY CUSTOMER-PROVIDED PURCHASE ORDER. IF ANY PROVISION OF THESE TERMS AND CONDITIONS IS HELD INVALID, THE REMAINDER OF THESE TERMS AND CONDITIONS WILL CONTINUE IN FULL FORCE AND EFFECT.

9.3 GOVERNING LAW: THE VALIDITY, INTERPRETATION, AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TENNESSEE.

9.4 E911 REQUIREMENTS. THE FEDERAL COMMUNICATIONS COMMISSION (FCC) REQUIRES THAT A DISPATCHABLE LOCATION BE IDENTIFIED AND DELIVERED TO THE PUBLIC SAFETY ANSWERING POINT (PASP) WHEN PLACING A 911 CALL. HISCALL WILL PROVIDE A DISPATCHABLE LOCATION WHEN IMPLEMENTING NEW TELEPHONE SERVICE. IT IS THE CUSTOMER'S SOLE RESPONSIBILITY TO UPDATE THE REGISTERED 911 ADDRESS FOR ANY DEVICE THAT HAS CHANGED LOCATIONS. AT CUSTOMER'S REQUEST, HISCALL WILL PROVIDE SUPPORT IN UPDATING A NEW REGISTERED 911 ADDRESS.

THE PARTIES HAVE CAUSED THE AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES WITH THE INTENT TO BE LEGALLY BOUND, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED.

FAYETTE COUNTY AIRPORT

HISCALL INC.

BY: _____
Authorized Signature

BY: _____
Authorized Signature

NAME: _____
Typed or Printed Name

NAME: _____
Typed or Printed Name

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Commissioner Steve Reeves made the motion to approve the trustee's credit card contract. The motion was seconded by Commissioner Webb and passed unanimously.

citiSenTMportal

Communities Integrated Through Intelligent Systems Electronically Networked

Partnered with Heartland Payment Systems

What is citiSenTM?

citiSenTM is simply the easiest, safest, least expensive way to serve your customers' online needs. From bill payment, to account inquiry and history reports, to account maintenance and service requests, citiSenTM brings your office to your customers, online, in real time.

What does it cost you? As an LGC customer, nothing. The money required to develop, maintain, support, and host the citiSenTM comes from a small portion of the payment fees charged when your customers pay online.



714 Armstrong Lane
Columbia, TN 38401
Phone: (931) 381-1155
marketing@localgovcorp.com

Page 125 of 162

What citiSenTM can do

For your customers:

- All information is live and up to date. No more waiting for files to load or having customers double pay because their records weren't updated yet.
- Partnered with Heartland Payment Systems, one of the nation's largest payment processors
- Thoroughly PCI compliant (industry standard security)
- citiSenTM never stores credit card information on your system – all transactions are handled using a tokenization system to provide the most secure transaction
- Designed for the best user experience, regardless of how your customer uses the internet – either by smartphone or computer
- Can pay with a debit card or credit card or with an e-check
- Can pay with a one-time transaction or setup a citiSen account to make future access faster and easier

For you:

- Reduces foot traffic in your office and inquiry phone calls
- No cost to you
- Funds are transferred to your account nightly
- Direct access to your merchant account with Heartland Payment Systems
- Can link to your existing website or social media accounts, or can be accessed standalone
- Written using the latest technologies and tools
- Hosted on secure Microsoft Azure cloud servers
- Created, supported, and maintained by Local Government Corporation's legendary staff

BENEFITS



08/23/2024

citisen™ portal

Communities Integrated Through Intelligent Systems Electronically Networked
Partnered with Heartland Payment Systems

Online Property Tax Payments

LOGIN SEARCH

Easy to Use, Robust Property Search!

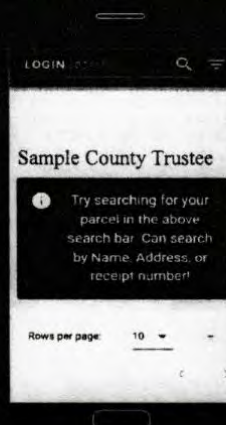
Sample County Trustee

Name	Tax Year	Receipt Number	Address	Property Type	Parcel Number	Base Total Due	Total Owed	Payment Status	Actions
Smith Barbara	2019	1234	123 Smith Rd	Real	00-001-001.00-000	\$198.00	\$198.00	X Unpaid	
Williams John	2019	4321	101 Granny Smith Rd	Real	02-002-002.00-000	\$39.00	\$39.00	X Unpaid	
Smith Sherry	2019	3267	67 Maple Ln	Real	03-003-003.00-000	\$170.00	\$170.00	X Unpaid	
Smith Thomas A Etux Nicole	2019	7654	55 Oakland Ave	Real	03-004-004.00-000	\$100.00	\$100.00	X Unpaid	
Smith Thomas	2019	7653	55 Oakland Ave	Real	03-005-005.00-000	\$1989.00	\$1989.00	X Unpaid	
Smith William	2019	8972	1741 Outlook St	Real	00-021-112.00-000	\$76.00	\$76.00	X Unpaid	

www.citisenportal.com

Features:

- Robust Property Tax Search
- Credit/Debit Card, E-Check, & Phone Payments
- Balance Reflected Immediately When A Payment Is Made
- No Cost To You
- No Third Party Interface Fees
- Low 2.5% Rate
- \$1.00 For E-Checks
- Additional \$0.30 For Phone Payments





Local Government Corporation | Ph: 800-381-4540 | Fax: 931-380-1258
Website: localgovcorp.com | Email: marketing@localgovcorp.com

citizen™ portal

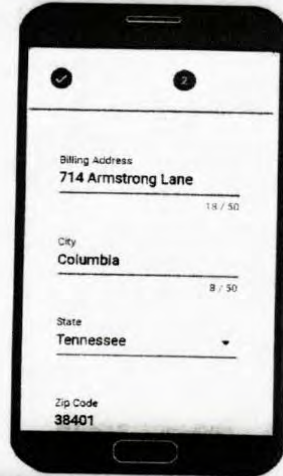
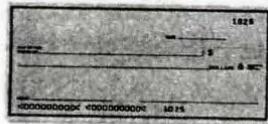
● Select A Payment Method

● Confirm Payment

Billing Address 714 Armstrong Lane	City Columbia
State Tennessee	Zip Code 38401
Debit/Credit or ACH* Credit	* The fee is 2.5% of the sub total for cards or a \$1.00 per transaction fee for ACH. This amount will appear on your statement.
Name on Card John J. Smith	Debit/Credit Card Number 4444444444444444
We Accept  	Expiration Year 2024
Expiration Month January	

[CONTINUE](#) [CANCEL](#)

Property Tax Payments Have Never Been Easier!



Local Government Corporation | Ph: 800-381-4540 | Fax: 931-380-1258
 Website: localgovcorp.com | Email: marketing@localgovcorp.com



Sales Proposal
For
Fayette Co Trustee
Monday, March 27, 2023

Proposal Information

If you are receiving this proposal for budgetary purposes, please add 10% to the final proposal cost to cover any fiscal year increases.

Hardware

Miscellaneous Components	
(4) PAX A80 Credit Card Reader	1,325.00
Miscellaneous Components Total	1,325.00

Total Hardware Cost **\$1,325.00**

Total Proposal Cost: \$1,325.00

Prices are good for thirty (30) days. Contact the Marketing Department for price renewal.

Hardware

Hardware returns are subject to a 10% restocking fee.

Hardware is subject to availability. Upgrades and additional products are available upon request. **All hardware will be billed no later than 90 days from the date your order was accepted. All hardware will be billed immediately after delivery.** In addition to the hardware cost included on this proposal, other cost that you may incur are terminal cable, cable installation, internet service, etc. Cable installation is the responsibility of the customer. LGC's hardware comes with a one-year onsite warranty within our coverage area. Depot options are available for customers outside our coverage area. After the one-year warranty has expired, you may choose to enter into a Hardware Maintenance Agreement with LGC. LGC reserves the right not to offer maintenance contracts on special ordered hardware.

Third Party Hardware

If LGC's software is installed on third party hardware, additional charges may apply.

Third Party Software

LGC is not an authorized support center for any third-party software packages. This includes packages such as Microsoft Office. The price of these packages includes installation and instructions on how to start the programs as well as any tutorials that might be included from the manufacturer. We can supply a list of organizations that offer support on a per call, fee basis. Third-Party Software packages that are opened cannot be returned. LGC cannot guarantee the functionality or compatibility of third-party products purchased from other vendors.

Commissioner Steve Reeves reported for the Budget Committee which met on August 27, 2024. The committee discussed the workforce memorandum, school fund 141, schools fund 142, public works fund 131, and the sheriffs vehicle auction.

BUDGET COMMITTEE

Minutes

August 27, 2024

Present

Perkins	Rice	Reeves, S	
Sills	Webb	Watkins	Oglesby

- 1) Workforce Midsouth Memorandum of Understanding
 - Mayor Taylor presented a memorandum of Understanding (MOU) for the county to enter into an agreement with the local workforce development district. The agreement is to allow the Memphis Chamber to be the fiscal agent for programs and would obligate the county for any overpayments or disallowed payments the program incurred. This would happen only once all other avenues had been exhausted.
 - After discussion, the committee voted to recommend approval on a motion by Perkins, seconded by Oglesby.
- 2) Schools Fund 141 FY 2-24-25 Revenue Correction
 - The presented 141 for next year did not reflect the correct allocation of sales tax and property tax. The total amount of funding was correct but not the individual lines.
 - The committee voted to accept the corrected budget for next year on a motion by Oglesby, seconded by Sills.
- 3) Schools Fund 142 Federal Projects FY 2024-25 budget correction
 - The School Board received additional federal funding for Fund 142 Federal Projects. The budget was adjusted to incorporate those funds and expenditures. No action needed.
- 4) Public Works Fund 131 FY 24-25 Five Year Average adjustment
 - Wayne Dowdy, Public Works Superintendent, presented an adjustment to the required five year average revenues for Fund 131. Revenues for last year were higher than estimated, by \$30,358. That amount was added to the overall revenues. The property tax was adjusted to match the rate and percentages adopted by the Commission, and the additional required revenue was added to wheel taxes, which had been underestimated. No action needed.
- 5) Sheriff's Vehicle Auction request
 - Sheriff Riles asked that 10 vehicles be allowed to be auctioned through Gov Deals, an online government auction service.
 - After discussion, the committee voted to recommend approval on a motion by Oglesby, seconded by Perkins.

Meeting Adjourned.

The chairman addressed the board about the workforce development district memorandum of understanding.

Local Elected Official Interlocal Agreement
Workforce Innovation and Opportunity Act
Greater Memphis, Local Workforce Development Area, Tennessee

This Agreement is among the following counties: Shelby, Fayette, Lauderdale, and Tipton. This four-county area is hereinafter referred to as the "Parties."

Whereas, Federal Public Law 113-128, the Workforce Innovation and Opportunity Act Law (hereinafter "WIOA"), codified at 29 U.S.C.A. Chapter 32, was enacted by the Congress of the United States and signed into Law by the President of the United States in 2014, and Title I of WIOA has prescribed a unified workforce development system that will, in accordance with Sec. 2(6) for purposes of subtitle A and B of Title I, provide workforce development activities that increase the employment, retention, and earnings of participants, and raise the attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, increase economic self-sufficiency, meet the skill requirement of employers and enhance the productivity and competitiveness of the nation; and,

Whereas, As noted in WIOA Sec. 107(c)(1)(B)(i), and in the final rule, 20 CFR.679.310(e), if a Local Workforce Development Area (the "LWDA") includes more than one unit of government, the Local Elected Officials, known as the "LEOs," and each individually a "LEO," shall execute a written agreement that specifies the respective roles and liability of the individual LEO. This Local Elected Official Agreement is entered into by the LEOs of the following counties in West Tennessee: Shelby, Fayette, Lauderdale, and Tipton Counties in West Tennessee. The term of this Agreement cannot exceed two (2) years, with this Agreement beginning on November 17, 2023, and ending on November 16, 2025; and

Whereas, in accordance with WIOA Sec. 106(b)(2), the Governor (the "Governor") of the state of Tennessee (the "State") shall approve a request for initial designation as an LWDA for any area that was designated as a local area for purposes of the Workforce Investment Act of 1998 who performed successfully and sustained fiscal integrity for the two years preceding the date of enactment of this such act. Further, to promote the effective delivery of workforce investment activities, WIOA Sec. 107(c)(1)(B)(i) provides that the LEOs of general local governments may execute an agreement that specifies the respective roles of the LEOs; and,

Whereas, as of the effective date, the Governor has designated the Parties to this Agreement as a LWDA for the purpose of the WIOA; and

Whereas, the Parties to this Agreement are fiscally liable for the expenditures of WIOA grant funds as noted in the WIOA Sec. 107(d)(12)(B)(i)(I); and

Whereas, the LEOs, within the meaning of the WIOA, are the County Mayors of each county referenced above; and

Whereas, WIOA requires the establishment of a Local Workforce Development Board ("LWDB") to provide policy guidance for and exercise oversight with respect to activities under the workforce development program for its workforce development region in partnership with the general local governments within its LWDA. Accordingly, the Parties to this Agreement have established the Greater Memphis Local Workforce Development Board ("GMLWDB") to fulfill these responsibilities; and

Whereas, it is the responsibility of the Chief Local Elected Official ("CLEO") in the LWDA to appoint members of the LWDB for the individuals nominated or recommended to be such members by the WIOA Sec. 107(b) and through an agreement entered into by the County Mayor of each county; and

Whereas, in partnership with the LWDA under this title, such officials are responsible for carrying out all other responsibilities, including but not limited to additional functions described in WIOA Sec. 107(d) to include workforce research, regional labor market information; convening, brokering, leveraging, employer engagement, developing a local plan, career pathways development, proven and promising practices, technology; program oversight, negotiation of local performance accountability measures selection of operators and providers; coordination with educational providers, budget and administration and accessibility for individuals with disabilities.

The Parties agree to the following:

1. Establishment of the Greater Memphis Local Elected Officials Consortium
This multi-jurisdictional arrangement (hereinafter called the "LEO Consortium") is established among all the parties hereto for the express purpose of collectively carrying out the individual responsibilities of each party to this agreement under the WIOA. The LEO Consortium shall consist of the County Mayor or their successors from the four (4) member counties, each voting as an individual entity.
2. Identification of Parties to this Agreement
Each of the Parties to this Agreement is a county of the State of Tennessee, and as such are general-purpose political subdivisions of the State with the power to levy

taxes and spend funds. The governing body of each of the Parties to this Agreement is its County Legislative Body, and each party is further identified as follows:

- County Mayor, Shelby County, Tennessee
- County Mayor, Fayette County, Tennessee
- County Mayor, Lauderdale County, Tennessee
- County Mayor, Tipton County, Tennessee

3. Geographical Area to be Served by this Agreement

The geographical area that this Agreement will serve is the entire geographical area of each of the four (4) member counties.

4. Local Workforce Area Designation

Under the designation by the Governor, the four (4) counties constituting the LEO Consortium shall be a LWDA as provided for in Section 106 of Title I under WIOA for the geographical area covered by this Agreement.

5. Designation of Single Grant Recipient and Chief Local Elected Official

The Parties to this Agreement agree that a Chief Local Elected Official (“CLEO”) shall be selected by the body of LEOs and shall serve as the grant recipient for all local WIOA funds. The CLEO, acting on behalf of the other LEOs, shall execute any documents as may be reasonably necessary to implement the provisions of WIOA, including signing contracts related to the expenditure of WIOA funds. The LEO Consortium hereby agrees to designate the Mayor of Shelby County as the CLEO to serve as the local grant recipient in accordance with WIOA.

A. Appointment process and term of the Chief Local Elected Official

The CLEO shall serve for a term of four (4) years beginning from his/her date of election and can succeed him/herself at the agreement of the other LEOs or until the CLEO properly notifies the LEO Consortium of their intent to serve no longer. A new CLEO will be selected by a majority vote by the LEO Consortium. The GMLWDB must notify the TN Department of Labor and Workforce Development within five days of a change in the CLEO.

B. Removal Process of the Chief Local Elected Official

The LEO Consortium may, by a two-thirds vote or 66% majority vote at a meeting at which a quorum is present, remove the CLEO when, in its

judgment, the best interest of the LWDA will be served thereby or when the CLEO is believed not to be performing his/her function, including, but not limited to, compliance with conflict-of-interest requirements and attendance expectations. Intent to recall or remove the CLEO must be stated in the call of the meeting, with notice provided to the officer to be removed and all other voting members at least five days prior to the meeting. The GMLWDB must notify the TN Department of Labor and Workforce Development within five days of a change in the CLEO role.

C. Vice-CLEO

A Vice-CLEO may be selected by the LEO Consortium, pursuant to a majority vote of the LEOs, and such person may be authorized to act on behalf of the CLEO with CLEO's written authority to do so. The LEO Consortium may, by a two-thirds vote or 66% majority vote at a meeting at which a quorum is present, remove the Vice-CLEO when, in its judgment, the best interest of the LWDA will be served thereby or when the Vice-CLEO is believed not to be performing his/her function. Intent to recall or remove the Vice-CLEO must be stated in the call of the meeting, with notice provided to the officer to be removed and all other voting members at least five days prior to the meeting.

D. Designation of the CLEO to serve as the Signatory Authority

The CLEO shall be empowered to sign all legal and non-legal documents on behalf of the LEO Consortium, as designated signatory authority. The CLEO may delegate signatory authority to the Vice-CLEO when necessary, and any such delegation must be in writing. Such a person has the authority to sign documents as set forth in the written delegation, and which may include contracts, proposals, plans, or other documents that may be reasonably necessary to implement the provisions of WIOA. Should the CLEO become completely incapacitated or unable to perform duties under this Agreement, the Vice-CLEO will serve.

E. Decisions that may be made by the CLEO on behalf of LEO Consortium

The CLEO shall in general be primarily responsible for the management of the programmatic and administrative affairs of the LEO Consortium and for implementing the policies and directives of the LEO Consortium; shall preside at all meetings involving the LEO Consortium; and have authority to sign contracts, proposals, plans or other documents that may be reasonably necessary to implement the provisions of WIOA.

F. Name, title, and contact information of the appointed CLEO

Chief Local Elected Official:

Lee Harris, Mayor of Shelby County

160 N. Main, 11th Floor, Memphis, TN 38103

(901) 222-2000

officeofthemayor@shelbycountyttn.gov

G. Election of a New County Mayor

Within sixty (60) business days of the election of a new CLEO or LEO, either participating as a signatory on the Agreement or as a participating LEO, the GMLWDB must inform the new LEO of the responsibilities and liabilities, as well as the need to review and update any written agreements among the LEOs. Once the newly elected LEO has had an opportunity to review the Interlocal Agreement, the LEO shall submit an addendum in the form attached hereto as **Appendix D** acknowledging that he or she has read, understands, and will comply with this LEO Agreement, and reserves the option to request negotiations to amend the LEO Agreement at any time during the official's tenure as LEO. This agreement will be reviewed within ninety (90) days of a county mayor election to determine if updates are required.

6. Designation of Fiscal Agent/Grant Sub-recipient

In accordance with WIOA Sec. 107(d)(12)(B)(i)(II), the CLEO may designate an entity to serve as a local fiscal agent. Such designation does not relieve the CLEO of the liability for any misuse of grant funds as apportioned in this Agreement. The Parties to this Agreement have agreed that the Greater Memphis Chamber shall serve as Fiscal Agent (the "Fiscal Agent") for the LWDA; see **Appendix C**, which includes the name, representation, and signature of the Fiscal Agent.

Greater Memphis Chamber, as fiscal agent, shall serve as the Grant Sub-recipient. WIOA funds will flow directly from the State of Tennessee to Greater Memphis Chamber, as the Grant Sub-recipient.

In general, Greater Memphis Chamber, as fiscal agent for the LEO Consortium, will be responsible for the following functions:

- 1) Receive funds to expend or disburse for the purposes authorized by WIOA.
- 2) Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA, and the corresponding Federal Regulations and State policies.

- 3) Respond to audit financial findings.
- 4) Maintain an appropriate system of internal controls, proper accounting records, and adequate documentation.
- 5) Prepare financial reports.
- 6) Provide technical assistance to sub-recipients regarding fiscal issues.
- 7) At the direction of the Board, the Fiscal Agent, Greater Memphis Chamber may have the following additional functions:
 - a. Procure contracts or obtain written agreements.
 - b. Conduct financial monitoring of service providers.
 - c. Ensure independent audit of all employment and training programs

Additionally, to prevent a lapse in services in the event of a delay in receiving funding from the TDLWD, the Fiscal Agent is authorized to secure a line of credit, which may only be secured upon the approval of the LEO Consortium for the specified amount. Once secured, the line of credit may only be utilized with the approval of the LEO Consortium for the specified amount, and only if the grant funds have been authorized and obligated. Two signatory authorities must sign to access the line of credit: the Fiscal Agent and the CLEO. In the event that a line of credit is secured and utilized, if default were to occur, Parties agree to distribute such liability among the Parties based on the proportion of funding allocated to each county at such time that any repayment of funds is required.

7. Liability and Resolving Disallowed Costs

In general, liability for costs rests with the entity responsible for incurring the cost, and recovery will be pursued with such entity for any disallowed cost. In the event the responsible entity cannot or will not assume liability for disallowed cost, the Parties to this Agreement agree to share liability for the expenditures of funds made available under the WIOA to this local area, in accordance with Sec. 107(d)(12)(B)(I) of the WIOA. Parties agree to distribute such liability accordingly:

Liability under this Agreement shall be covered as follows:

- 1) First priority – Recover funds from the contractor, agent, or third party incurring the liability;
- 2) Second priority – Recover the funds from an insurance carrier or bond insurer;
- 3) Third priority – The Fiscal Agent shall repay the disallowance from its funds as permitted by law;

- 4) Fourth priority – Liability will be shared by the LEO Consortium based on the proportion of funding allocated by the State of Tennessee to each county at the time of the disallowed cost.

The amount of financial liability assigned to each respective county for disallowed costs, including, but not limited to, misuse or misappropriation of WIOA funds, currently for Fiscal Year 2024 is as shown on **Appendix E**. The allocation of funding is calculated by the State of Tennessee annually, or at other such times as the State so determines, according to the economic conditions. Accordingly, the percentage of financial liability assigned to each respective county pursuant to this Agreement shall automatically update to reflect changes to the State's funding allocation without need for formal written amendment.

The CLEO will provide a copy of documentation of all disallowed costs to the LEO Consortium. Funds will be reimbursed to the TDLWD as required.

Upon execution of this Agreement, the GMLWDB shall provide the LEO Consortium with satisfactory evidence of adequate insurance coverage including, but not limited to, general and special liability insurance, audit exception insurance, and all State and federal mandated insurance.

- 1) The GMLWDB shall require all subcontractors and agents to provide satisfactory evidence of insurance indemnifying the GMLWDB.
- 2) Liability insurance shall be maintained at all times as directed by the LEOs, provided, however, the LEOs may procure audit liability only as is available at a reasonable financial cost.

8. Affirmation, Composition, and Appointment of the Greater Memphis Workforce Development Board.

WIOA Sec. 107(c)(1)(A) authorizes LEOs to appoint the members of the LWDB in accordance with the criteria established under Section 107(b) of the WIOA. Authority to appoint members to the Greater Memphis Local Workforce Development Board (GMLWDB) lies solely with the CLEO.

A. Membership and Composition of the GMLWDB

The number of the members of the GMLWDB shall not be less than the minimum number required under the Act as set forth in Sec 107(b) of the WIOA. The number of members may be increased or decreased from time to time by the CLEO, but no decrease shall have the effect of shortening the

term of an incumbent office or member or reducing the number of members below the minimum number required under the Act.

The LEOs of each of the counties encompassed within the LWDA may solicit nominations of members of the GMLWDB in accordance with the criteria established by the Governor of the state of Tennessee as described in the Workforce Services Policy – Local Governance, as amended from time to time, and in accordance with the requirements of the LWDB composition as described below.

A majority of the members of the local board shall be representatives of the private sector as described in Sec 107(2)(a) of WIOA. The LEO Consortium may execute an agreement that specifies the respective roles of the individual local elected officials (a) in the appointment of the members in accordance with the criteria established as provided below; and (b) in carrying out any other responsibilities assigned to such officials under WIOA.

The governor in partnership with the state board, shall establish criteria for use by the CLEO in the GMLWDA for appointment of members to the GMLWDB. Such criteria shall require that, at a minimum:

- I. **Representatives of Business** – a minimum of 51% of the members of each local board shall be representatives of business in the local area, who –
 - a. are owners of business, chief executive officers, chief operating officers, or other business executives or employers with optimum policy-making or hiring authority; and
 - b. represent businesses, including small business (at minimum 2 members), or organizations representing businesses that provide employment opportunities that, at a minimum, include high quality, work-relevant training and development in in-demand industry sectors or occupations in the local area; and
 - c. are appointed from among individuals nominated by local business organizations and business trade associations;
- II. **Labor Organization Representatives** – a minimum of 20% of the membership shall be representatives of the workforce within the local area, who –

committees report to the entire GMLWDB at quarterly meetings. The LEO Consortium will also meet separately annually.

12. Oversight and Performance Review

A primary function of the GMLWDB and LEOs is to provide oversight. The staff of the GMLWDB provides detailed fiscal, monitoring, and performance reports for the GMLWDA and One-stop operator to the appropriate Standing Committee of the GMLWDB throughout the year. Each standing committee provides a report to the full GMLWDB.

The Executive Committee, which includes members of the LEOs, reviews the fiscal, monitoring, and performance reports to ensure the one-stop system maintains an efficient and effective capacity to serve the GMLWDA and to provide each county's workforce goals and needs are addressed according to the local plan. A financial status report, including budget and expenditures, is included on the agenda for each workforce board meeting. In addition to regional instruments, the staff of the GMLWDB contains oversight information provided by the State, such as report cards, dashboards, scorecards, etc., to communicate performance related to fiscal monitoring and oversight of the programs.

Reports- GMWDB will generate, maintain, and submit proper reports relating to its operations and expenditures inclusive of county-by-county reporting. In addition, all fiscal agent reports and invoices will be paid/submitted within the time frame requested by TDLWD.

Management Information Systems- GMWDB will monitor and validate the data reporting within the AJC system.

Monitoring of Local Contracts- The GMWDB Monitoring Policy includes a system of monitoring contracts to ensure compliance in regard to deliverables, performance, allowable expenditures, efficiency and effectiveness, and overall allowable activities. Oversight of contracts will include reviewing the performance of the OSO, service providers and employers and ensuring equity of service delivery regionally.

Transparency- GMWDB and fiscal agent shall submit all requested reports and information to LEO Consortium and TDLWD in an accurate and timely manner.

13. Amendment(s)

It is agreed that no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith. All amendments or changes must be submitted to the GMLWDB and the TDLWD, with all LEO signatures recorded.

14. Effective Date

This Agreement and any amendments hereto shall be effective between and among each county adopting this Agreement as of the signing by the respective LEOs, under the Governor's designation of the four counties mentioned above, for executing activities authorized by the WIOA.

15. Termination/Duration of Agreement

This Agreement becomes effective November 17, 2023, upon acceptance by all Parties, for the execution of activities authorized by the WIOA and shall remain in force until such time a County Mayor calls for a modification, amendment, or alteration of the terms or conditions contained herein or a maximum of two (2) years from the latest fully executed Agreement, but no later than November 16, 2025.

LOCAL WORKFORCE BOARD SIGNATURES

The CLEO and the GMLWDB Chairperson are responsible for reporting all leveraged resources on financial reports, including all tracking in the State system. The CLEO and the GMLWDB Chairperson must sign and date this form.

Chief Local Elected Official Name _____

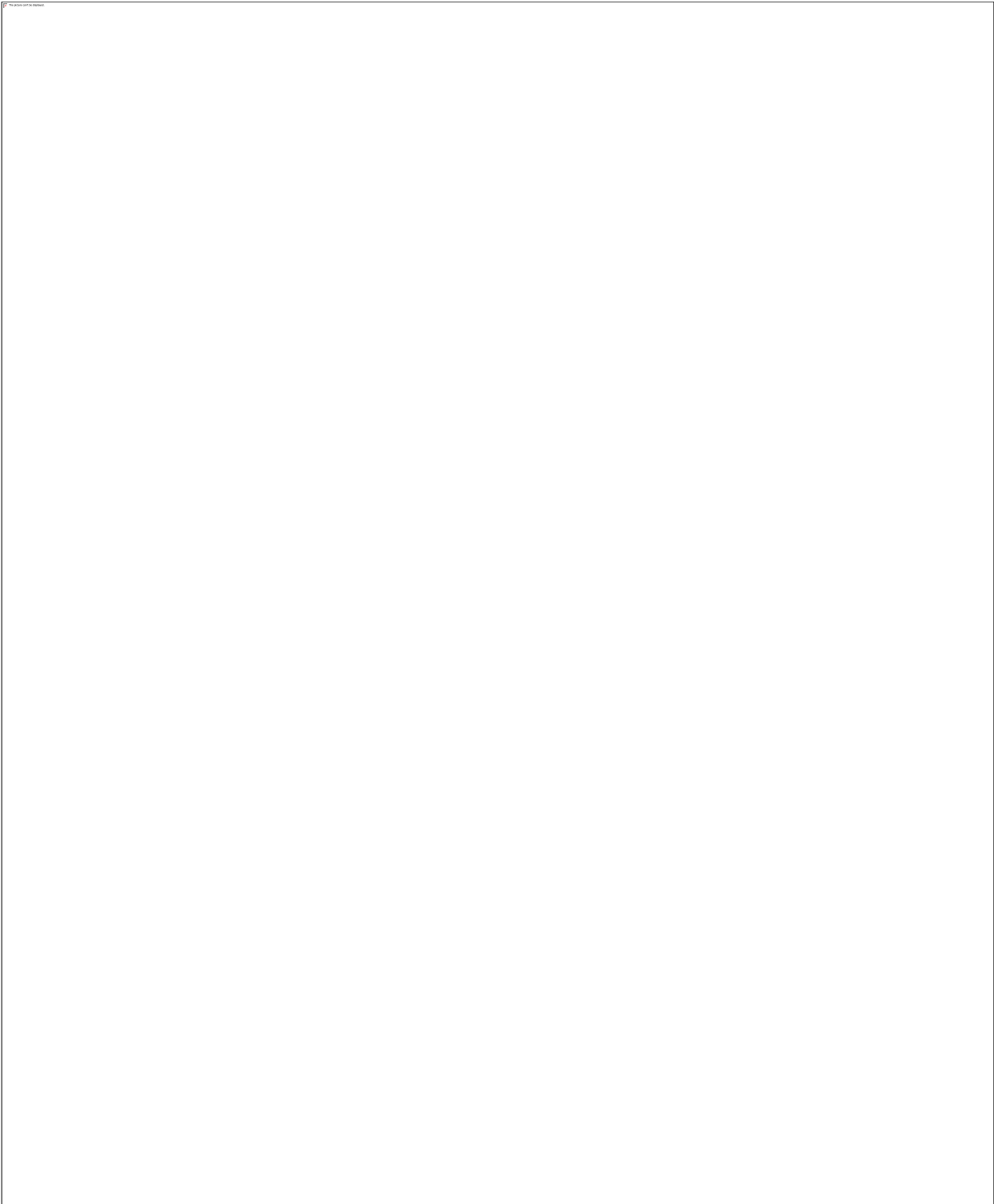
Chief Local Elected Official Signature _____

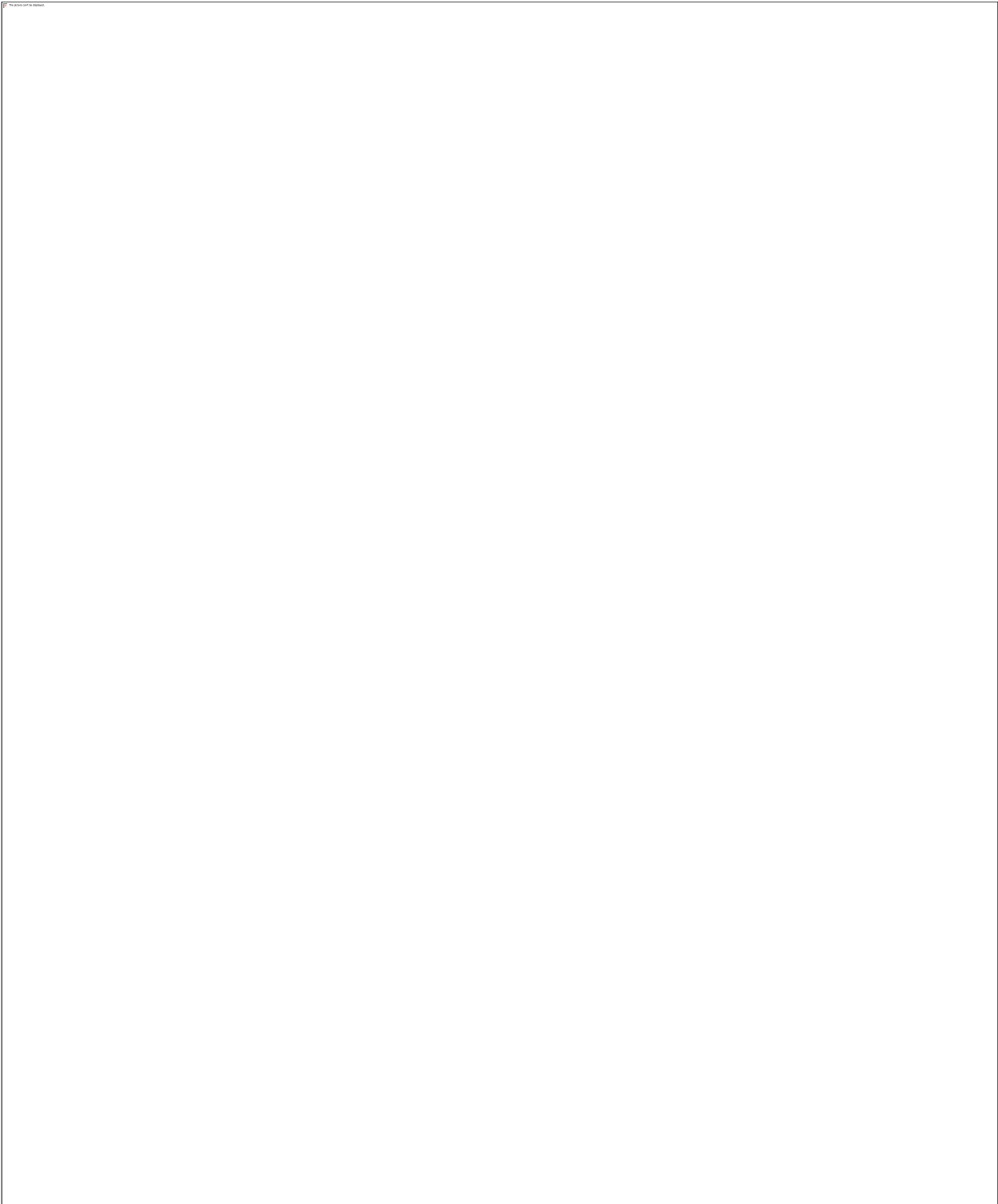
Date _____

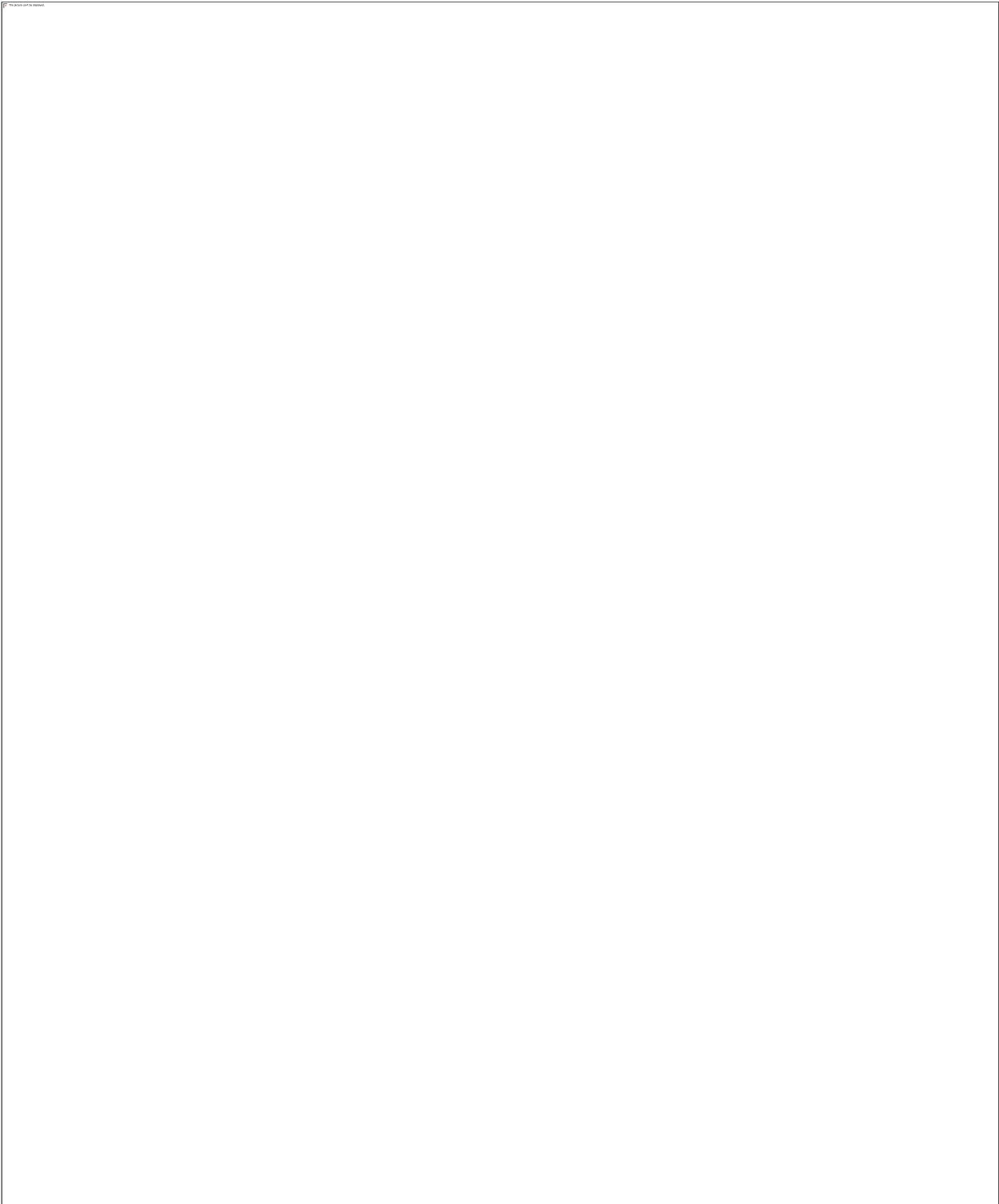
GMLWDB Chairperson Name _____

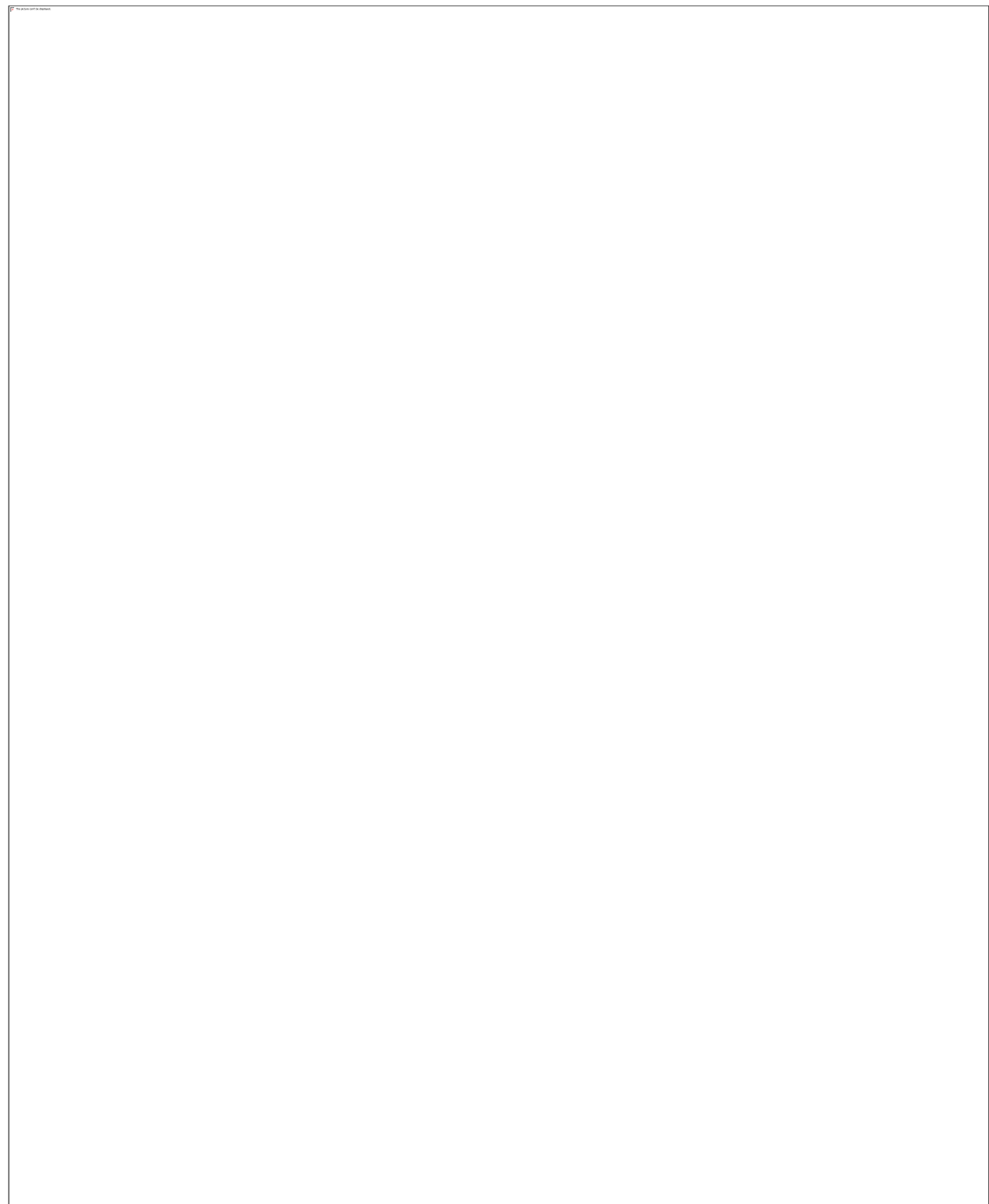
GMLWDB Chairperson Signature _____

Date _____



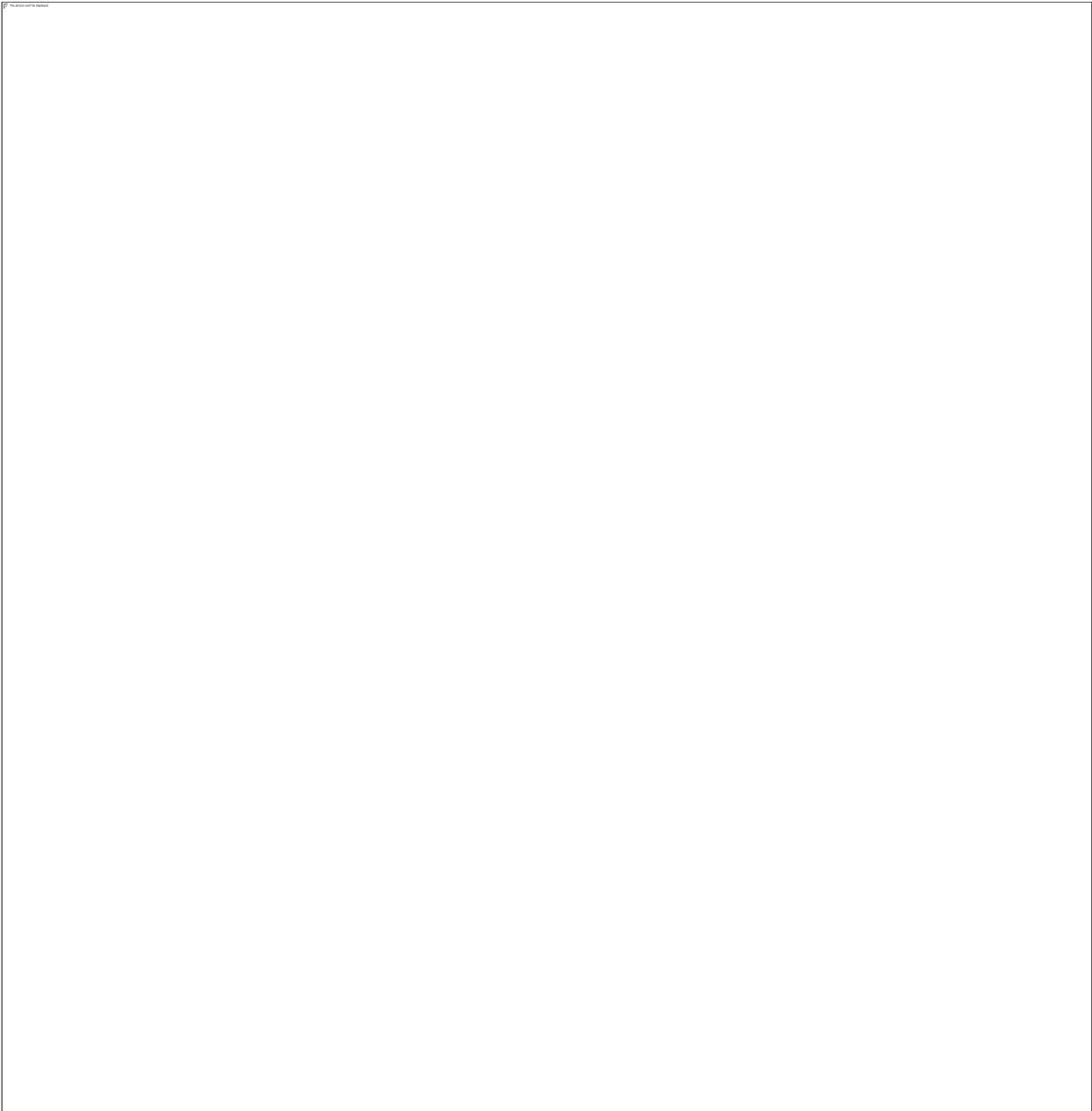


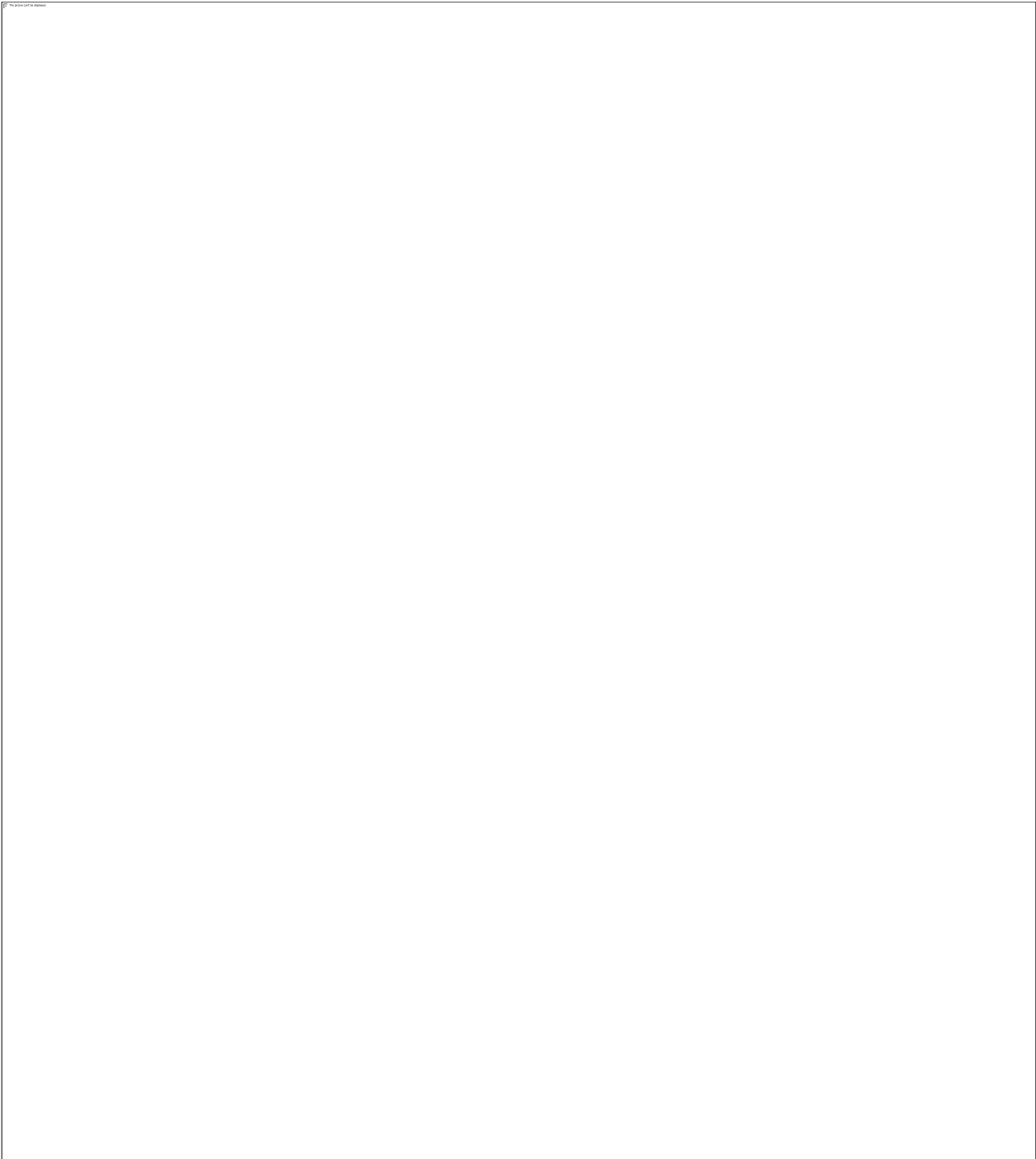


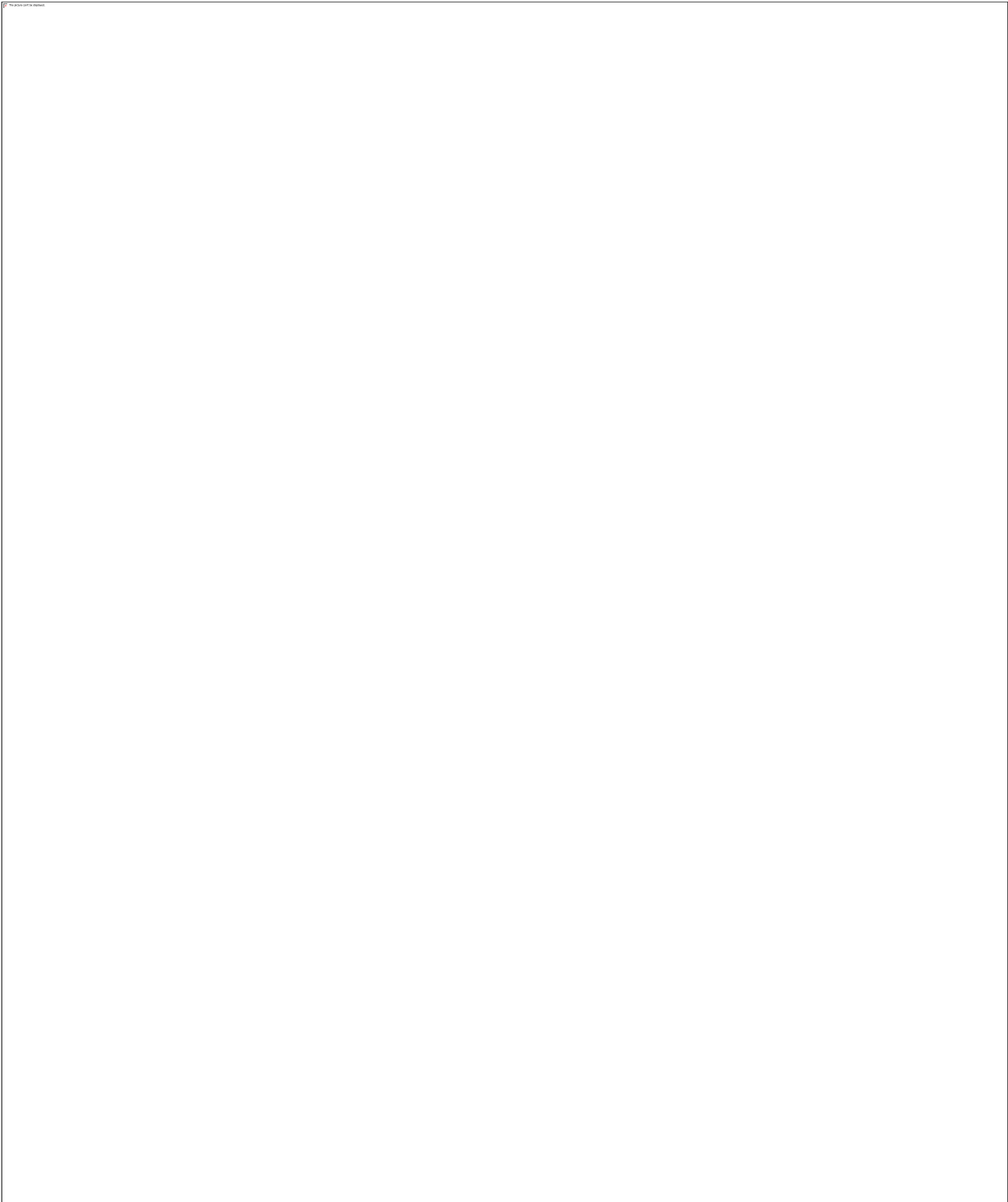


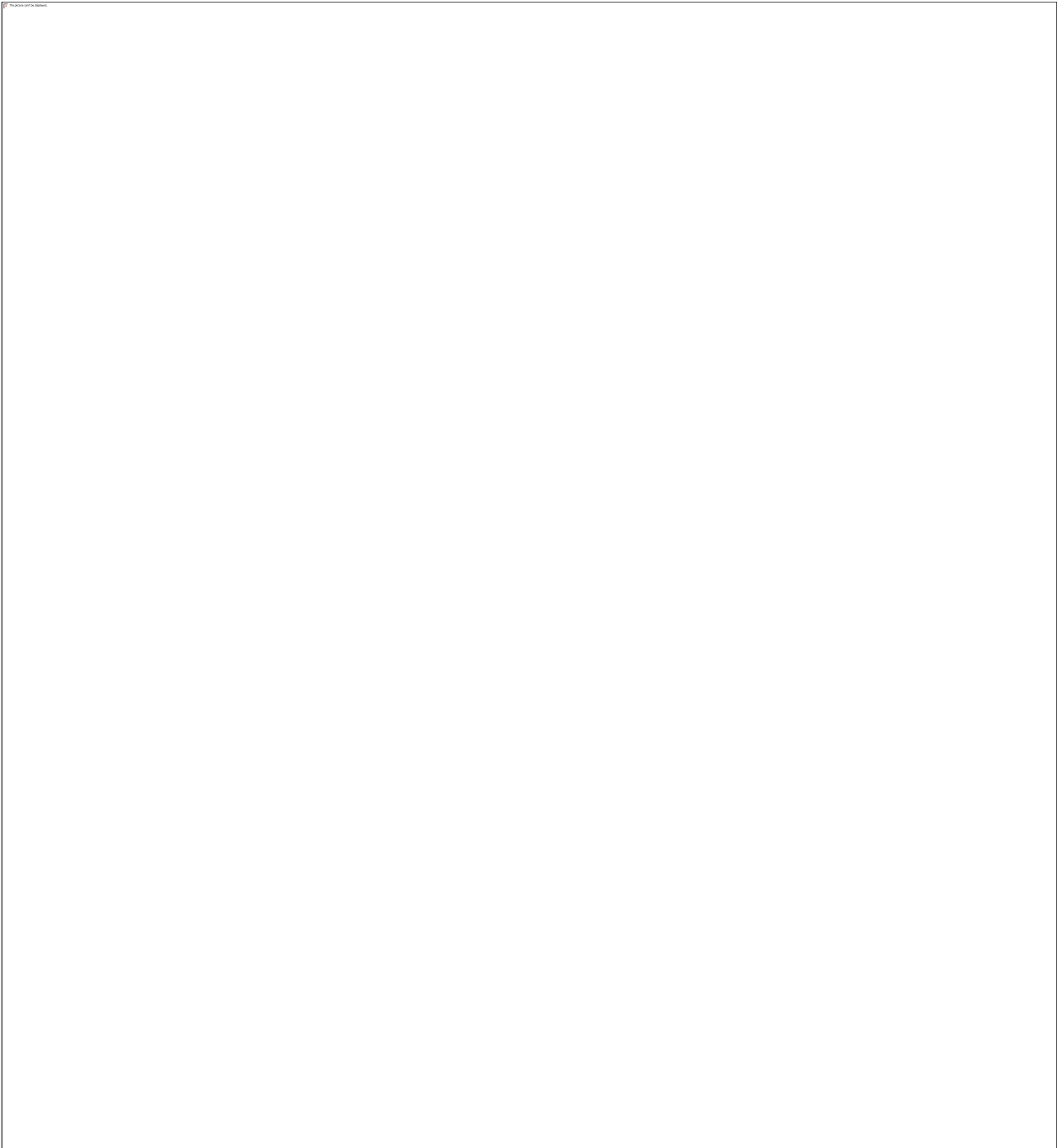
Commissioner Steve Reeves made the motion to approve. The motion was seconded by Commissioner Perkins, without it passing unanimously a roll call was called. Commissioner Win Moore, Claude Oglesby, Tommy Perkins, Steve Reeves, Matt Rhea, Elizabeth Rice, Betty Salmon, Ray Seals, Robert Sills, Larry Watkins, and Adrian Wiggins voting yes. Commissioners Terrye Canady, David Crislip, Steve Laskoski, Terry Leggett, Mike Reeves, and David Webb voting no. With eleven (11) voting yes and six (6) voting no, the motion passed.

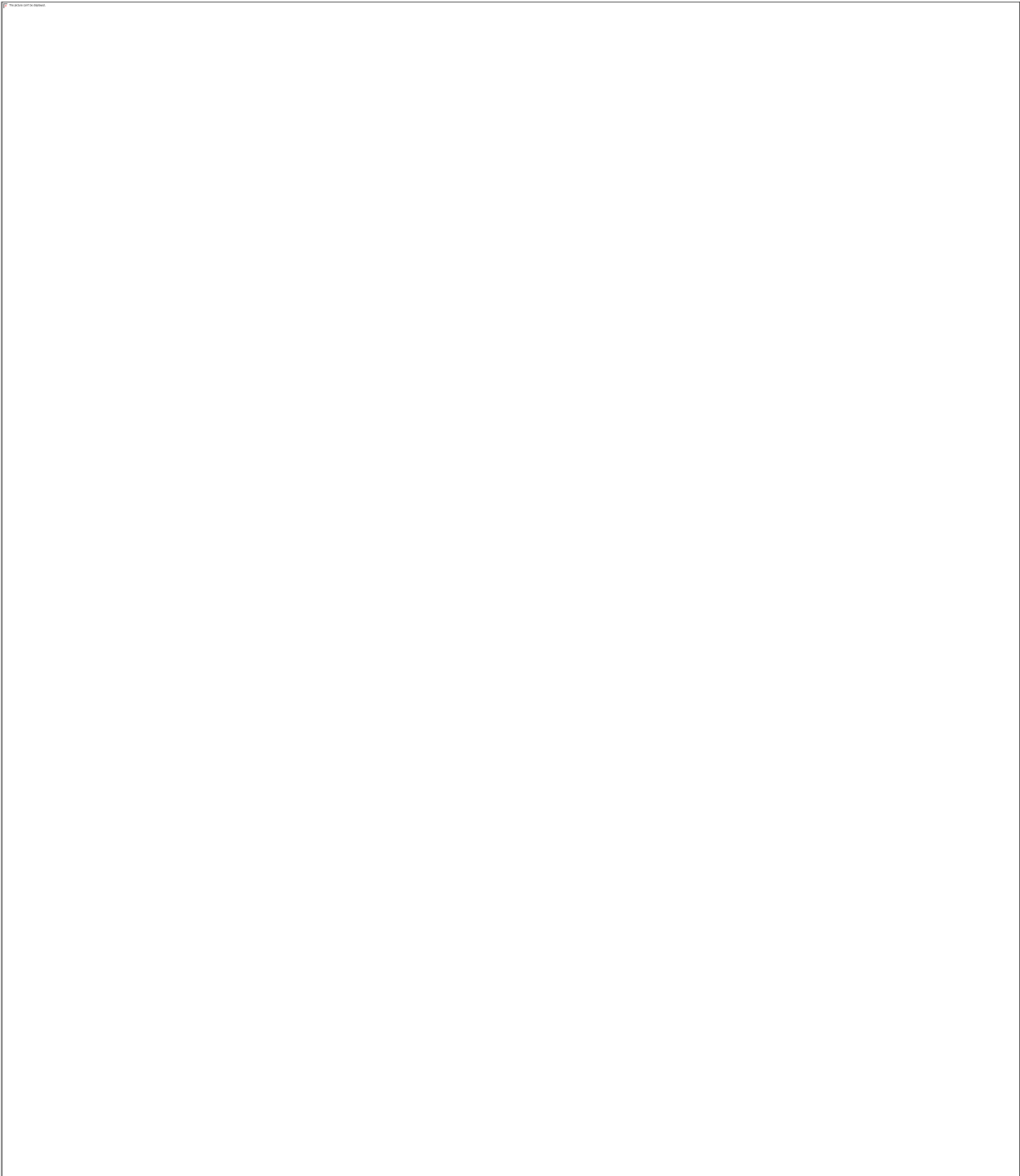
Commissioner Steve Reeves made the motion to approve public works fund 131 5-Year adjustment. The motion was seconded by Commissioner Oglesby and passed unanimously.

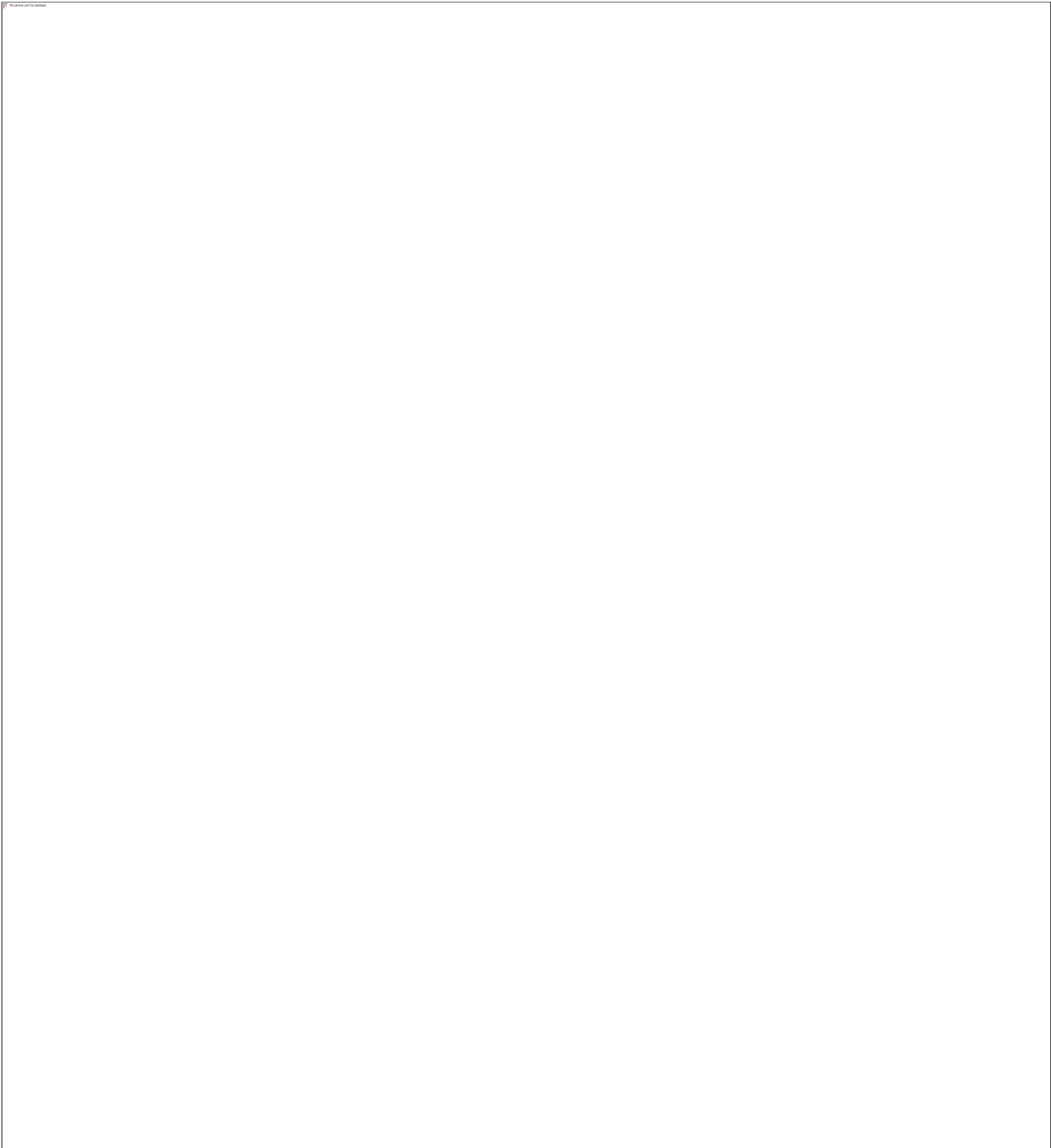


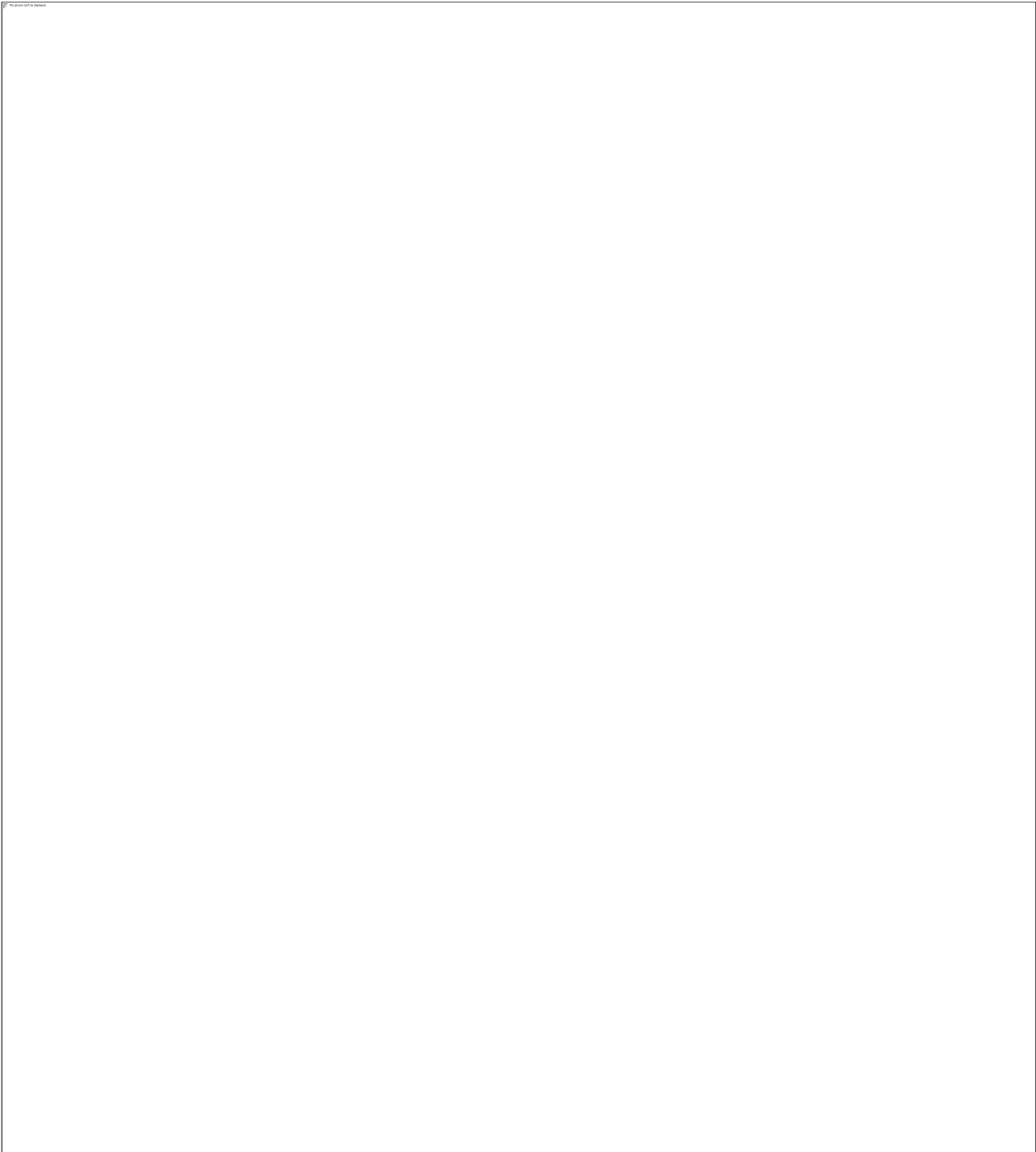




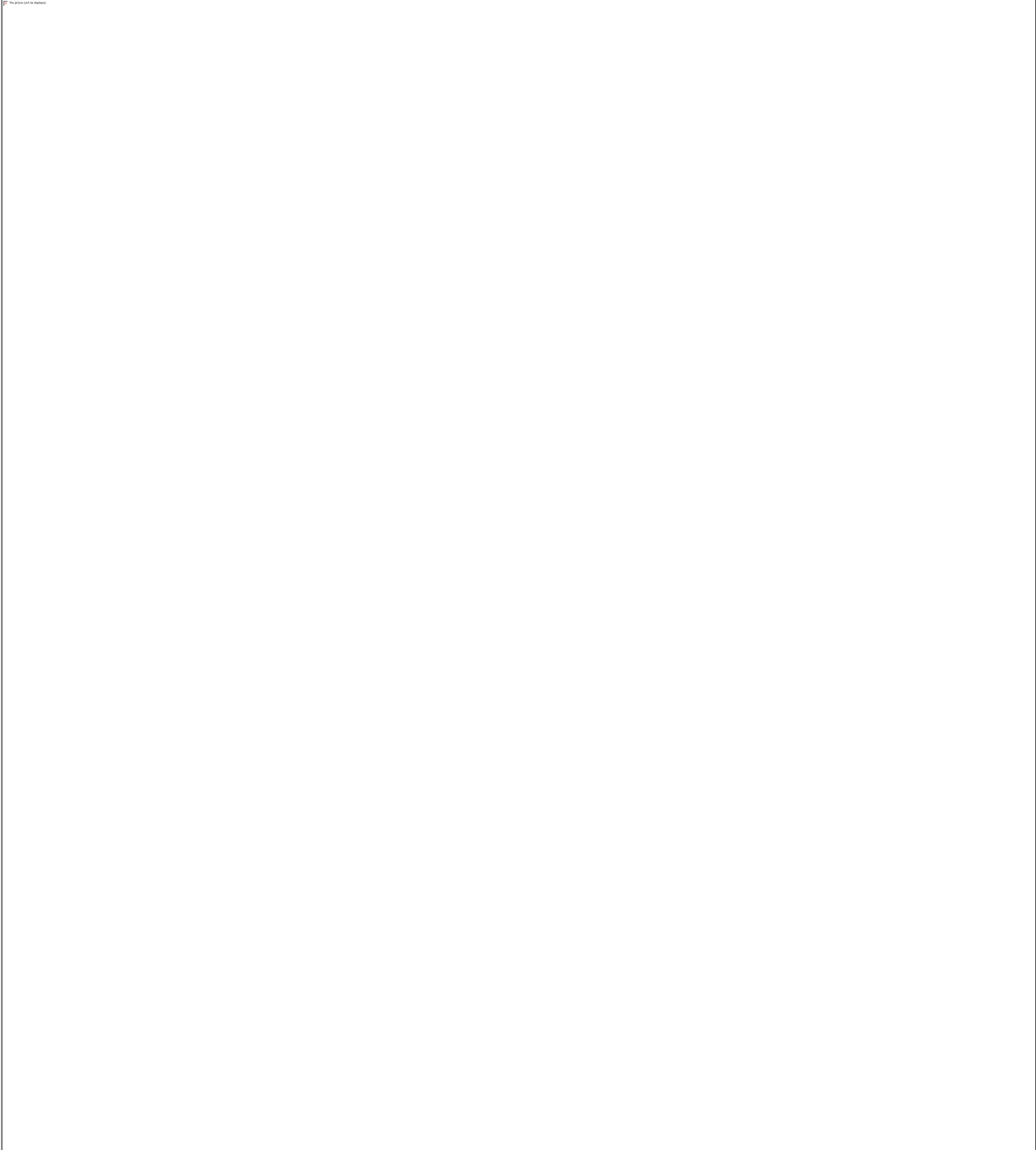


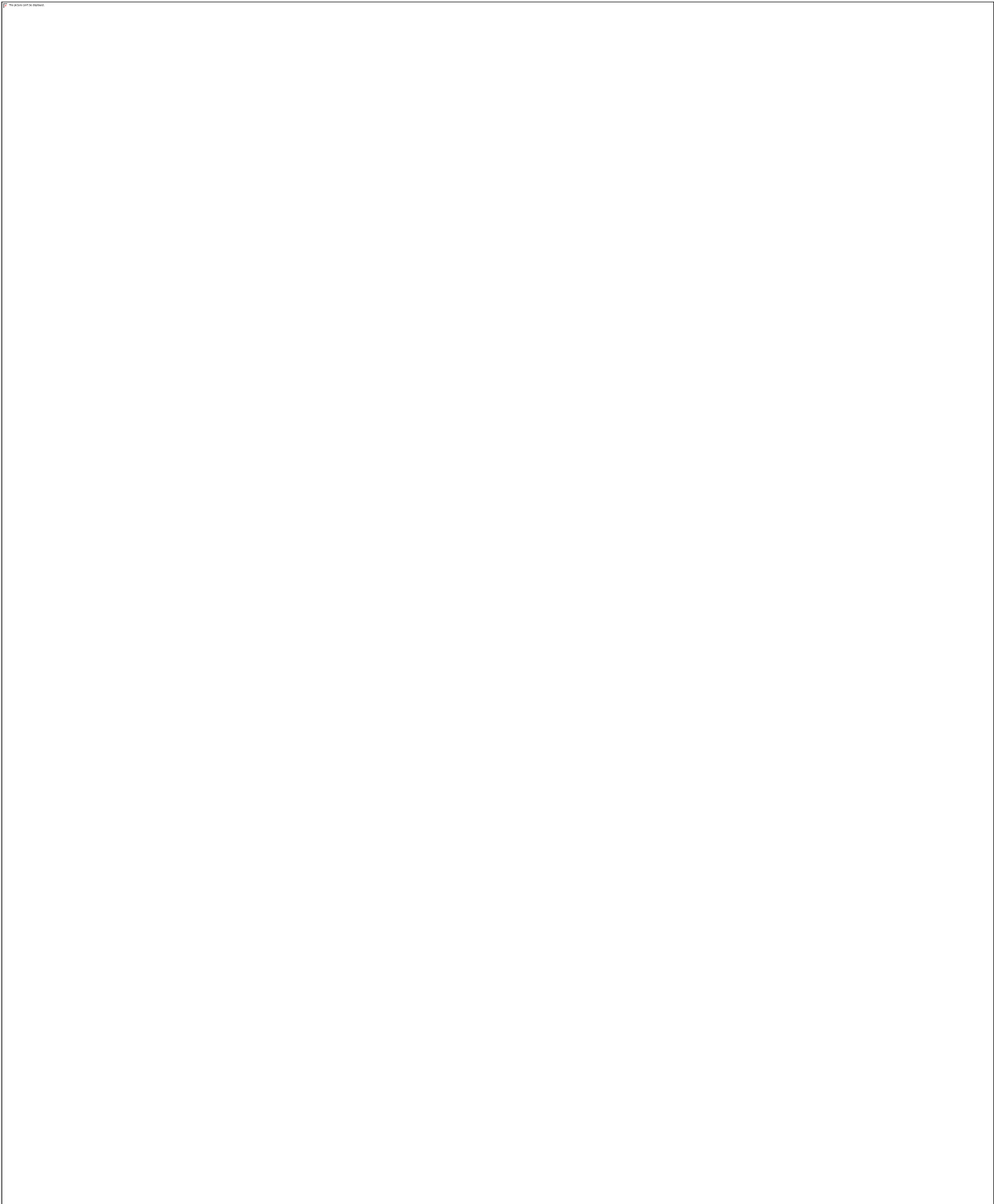


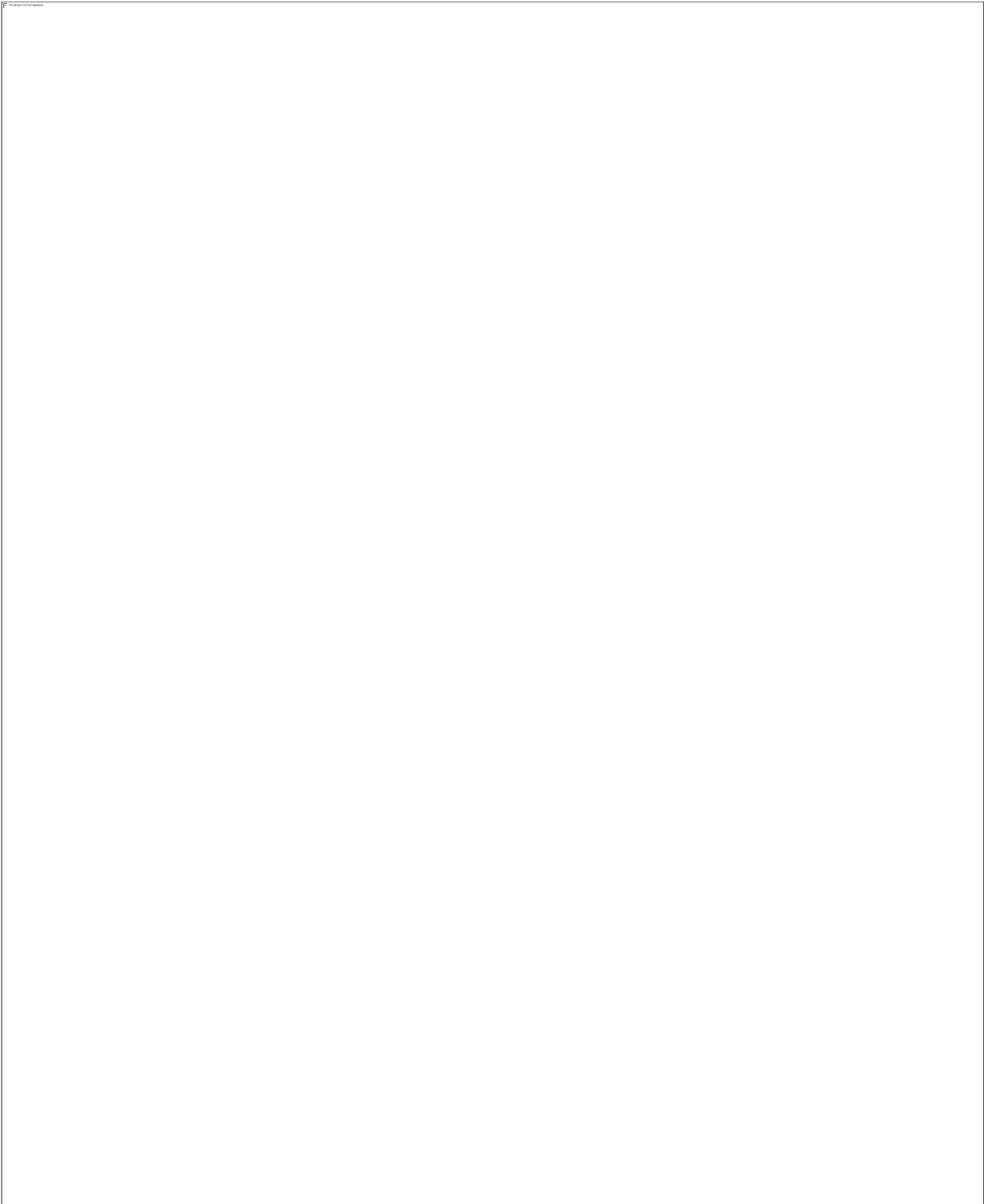


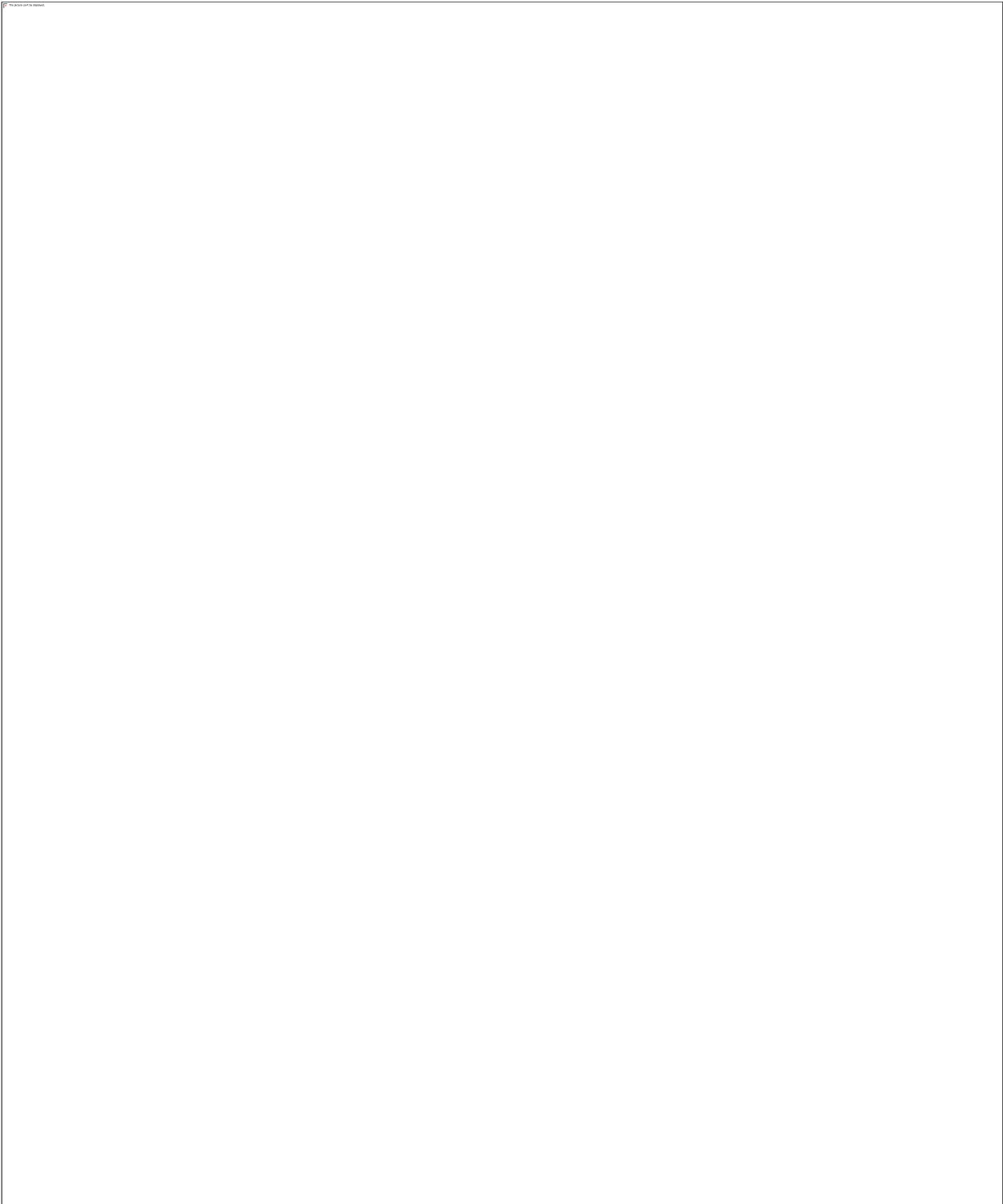


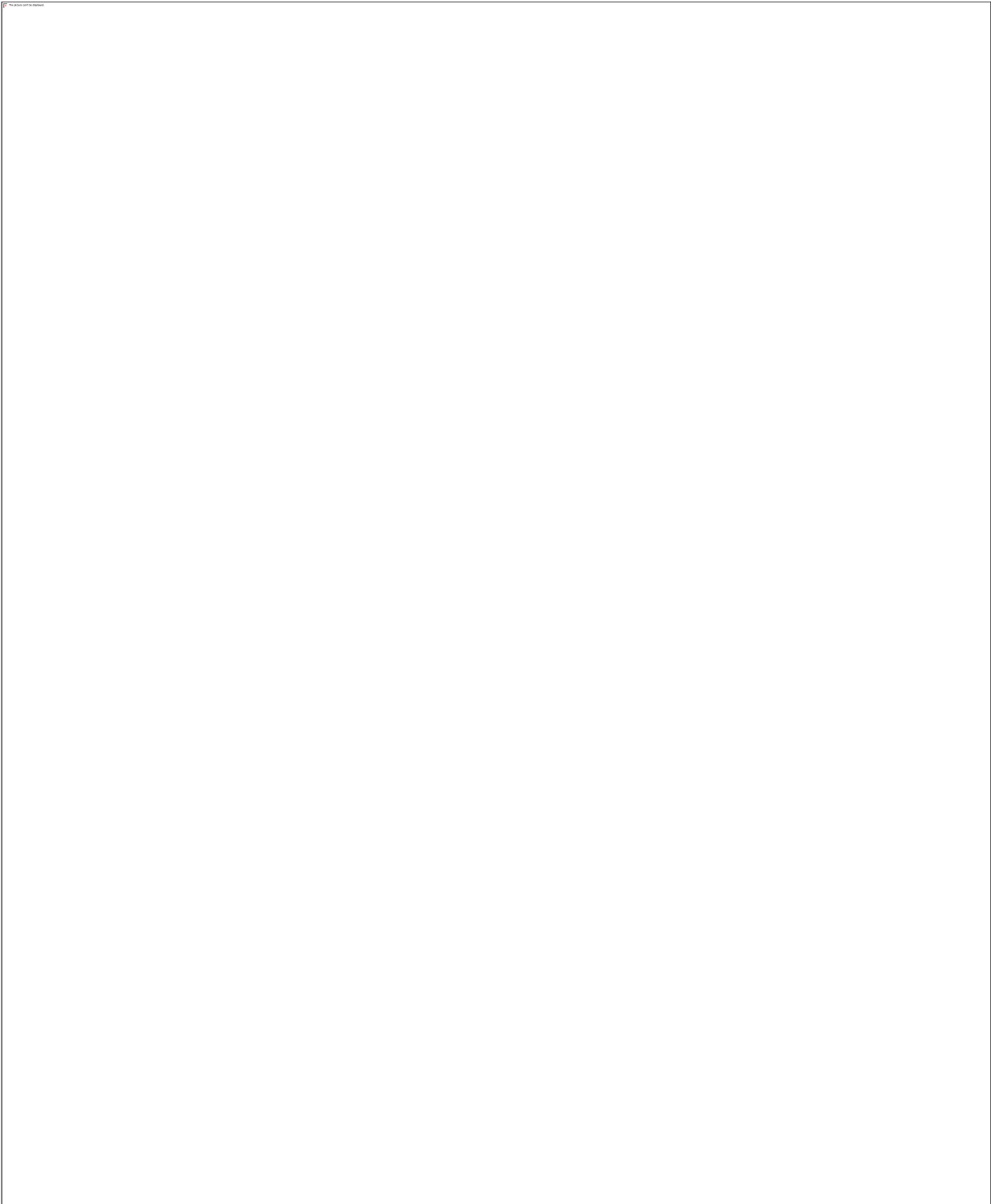
Commissioner Steve Reeves made the motion to approve the Sheriff to sell surplus vehicles that he wants to dispose of. The motion was seconded by Commissioner Leggett and passed unanimously.

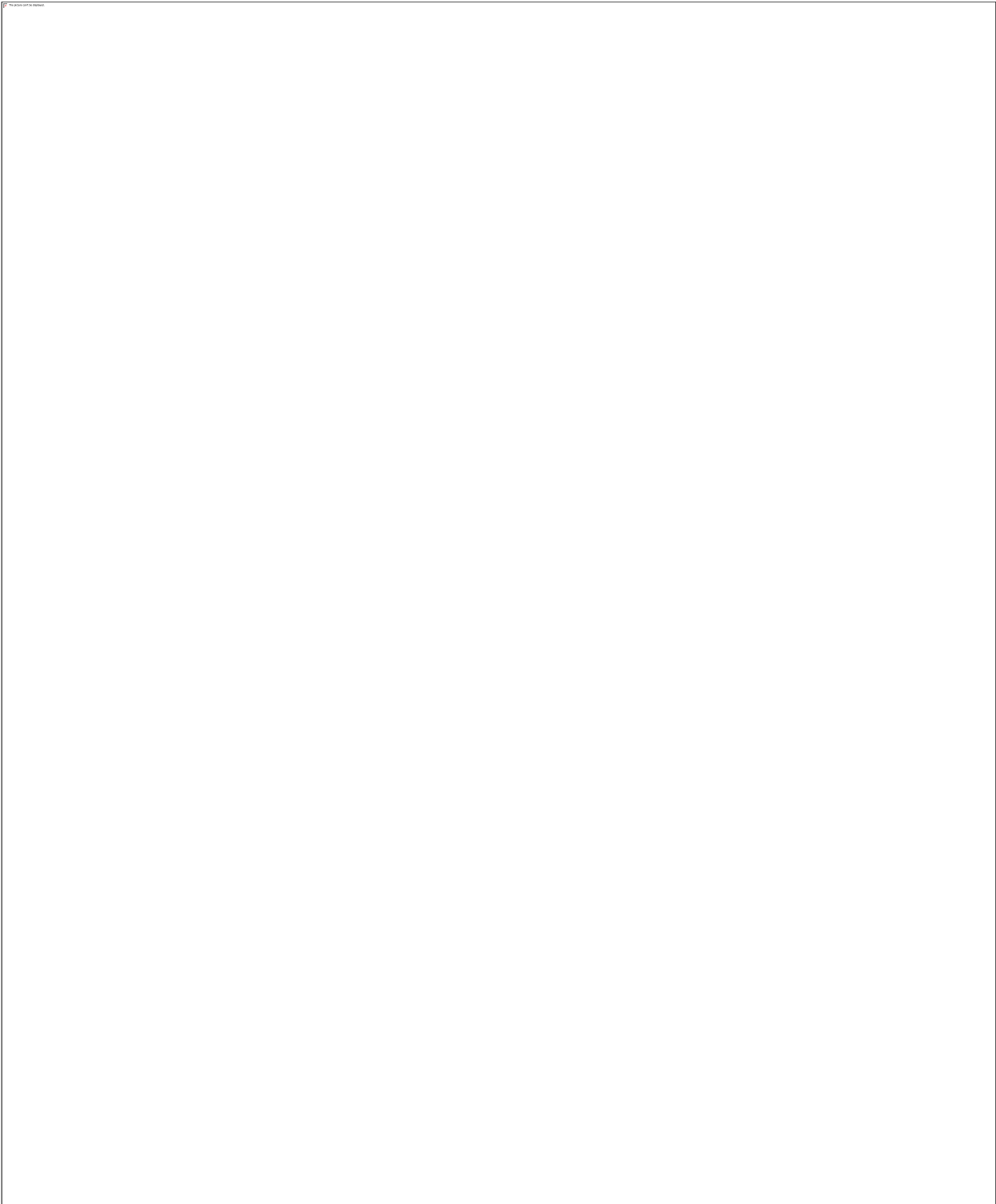


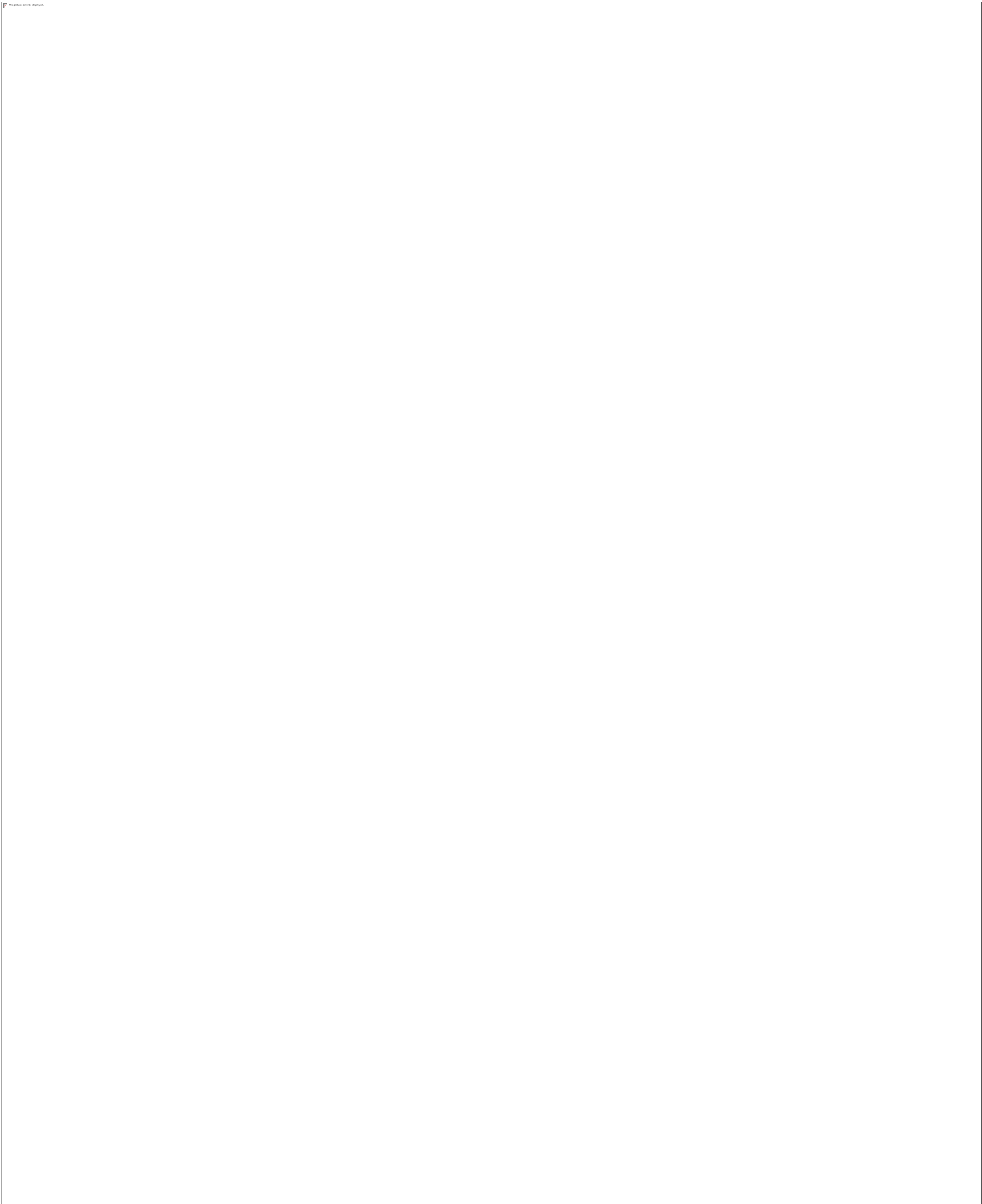


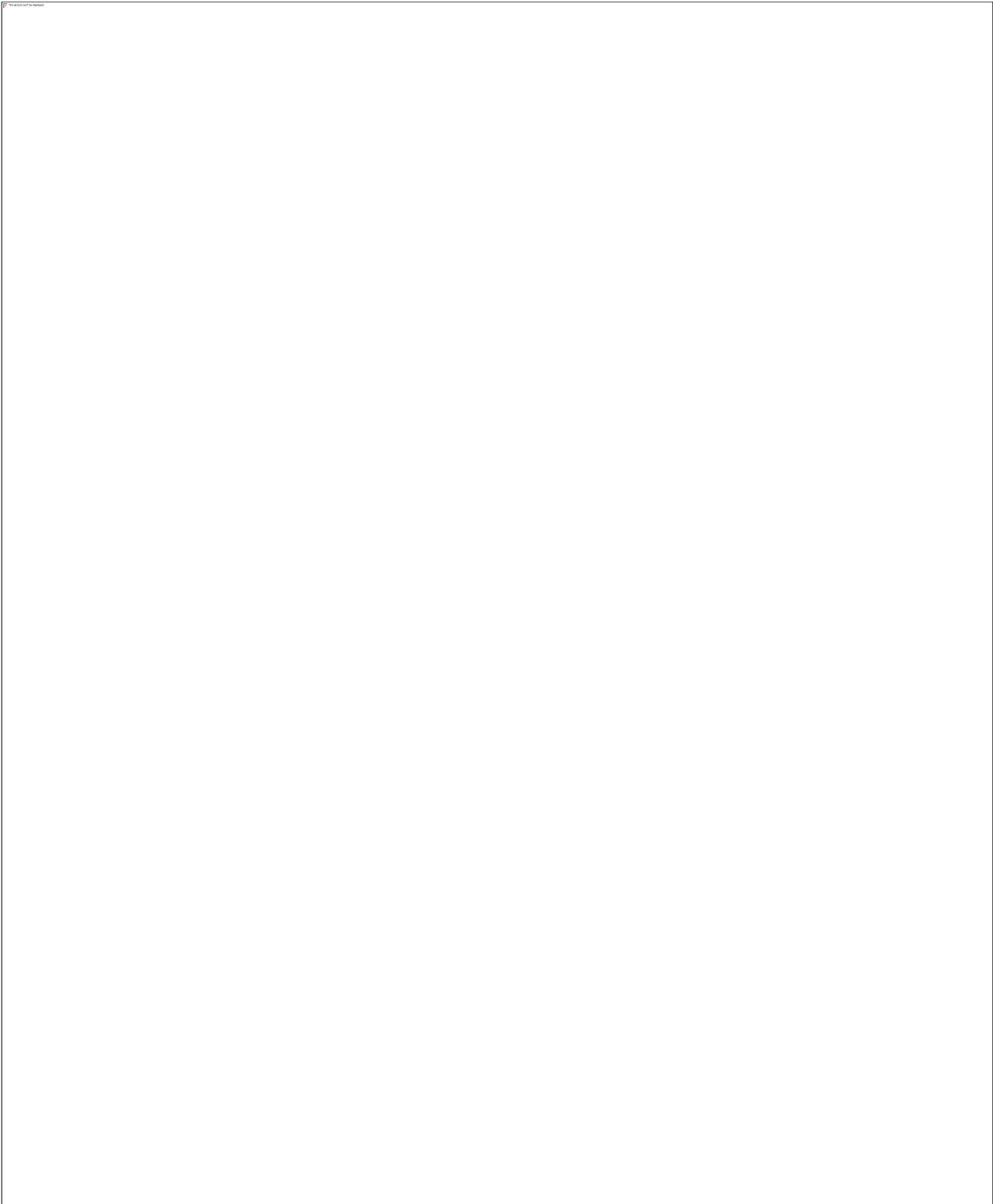


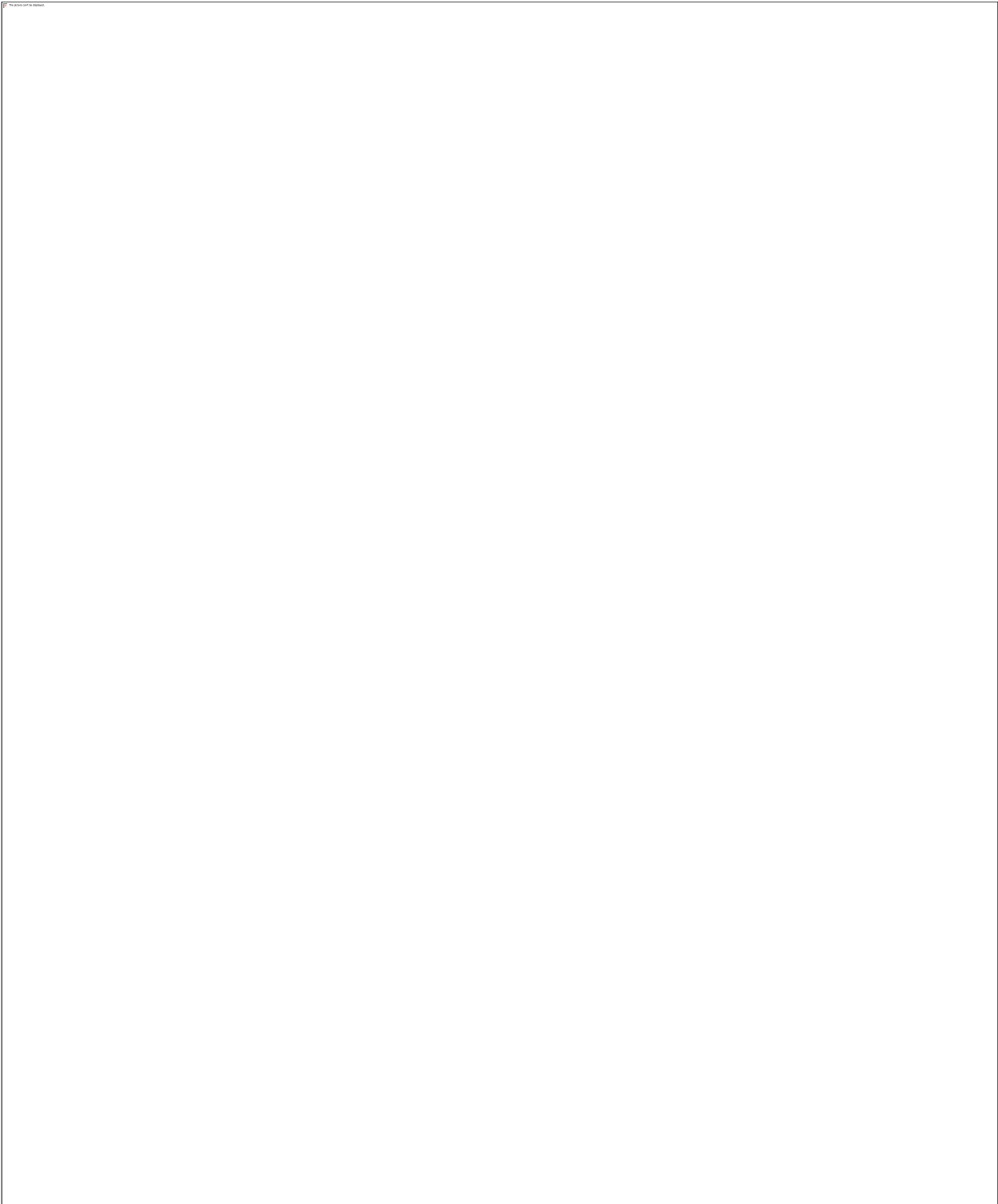






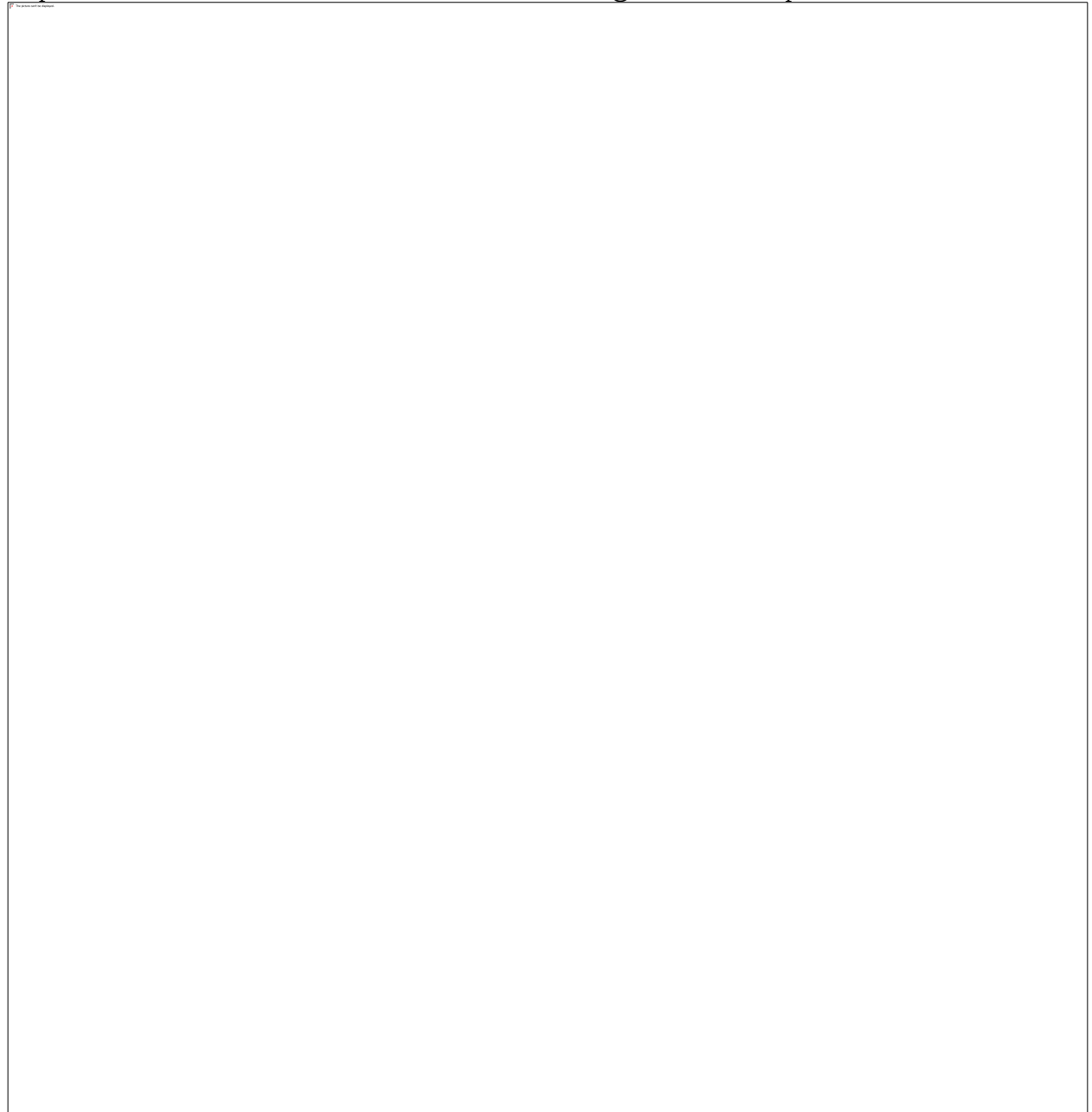






Commissioner Steve Reeves made the motion to maintain and adopt funding allocation to the budget and budget expenditures so the fund balance ending in fiscal year 2024-2025 will not fall less than \$5,000,000.00. The motion was seconded by Commissioner Oglesby. Commissioner Leggett made the motion to table until the new school board members have a chance to weigh in on the decision. The chairman stated that by state laws, the county must turn revenue's in at a minimum. He stated that everything must be turned into the Comptroller of Tennessee by August 31, 2024. If the budget is not approved and the revenues and any guidance on fund balance that they give us, they will accept it. The school board will meet and pass the expenditures side of the budget. The chairman stated that the motion is out of order due to state law and that he simply must have a portion of the revenues to send into the state and if the expenditures get tabled, the county commission will not be able to vote at all on those. A roll call vote was asked, the commissioners would be voting yes if they want to table the expenditures, no if they did not want to table the motion. Commissioners Terrey Canady, David Crislip, Steve Laskoski, Terry Leggett, Mike Reeves, and Larry Watkins voted yes. Commissioners Win Moore, Claude Oglesby, Steve Reeves, Matt Rhea, Elizabeth Rice, Betty Salmon, Ray Seals, Robert Sills, David Webb, and Adrian Wiggins voted no. With six (6) commissioners voting yes and

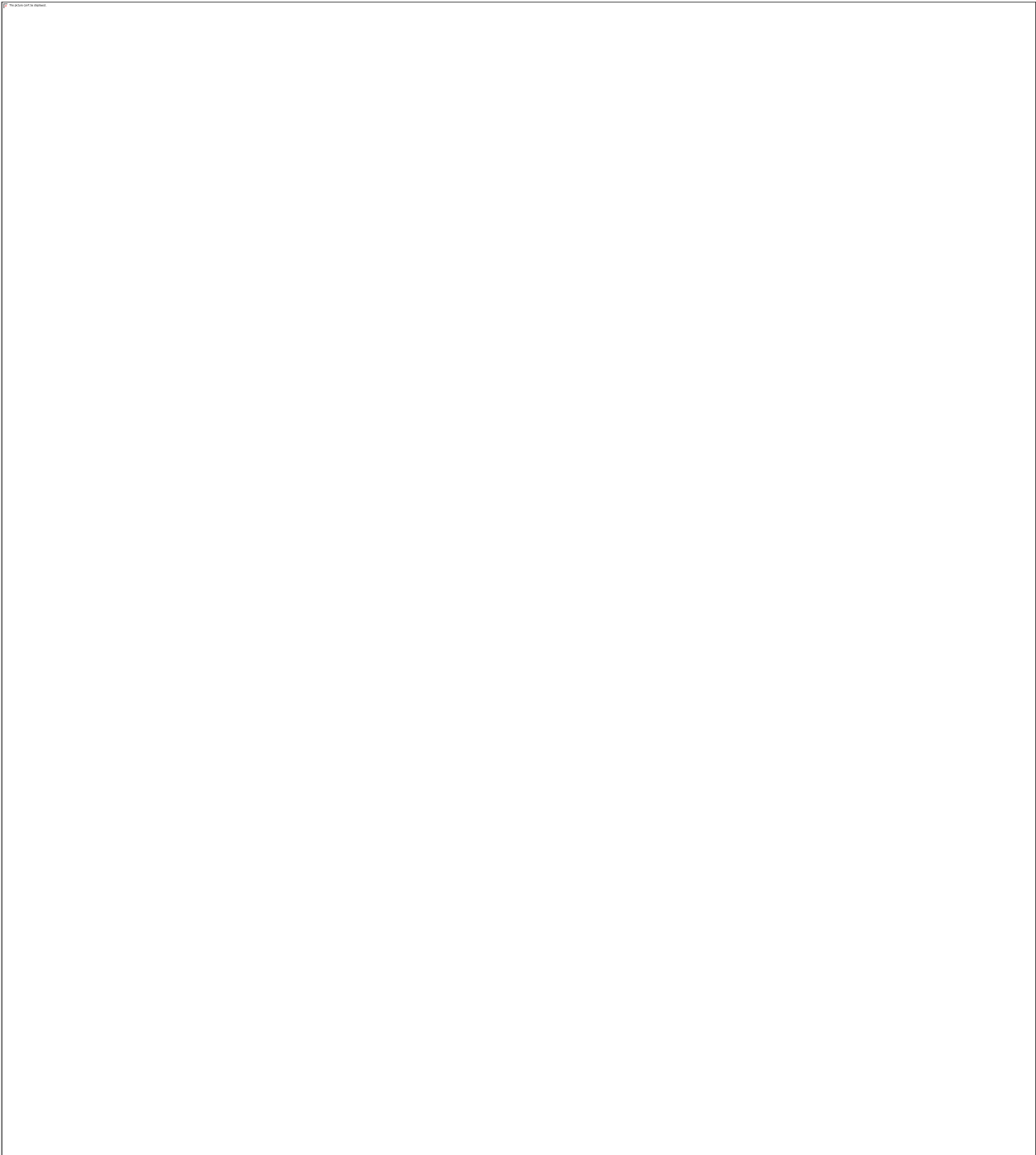
eleven (11) commissioners voting no, the motion was made to not table the expenditures. Commissioner Steve Reeves original motion passed.

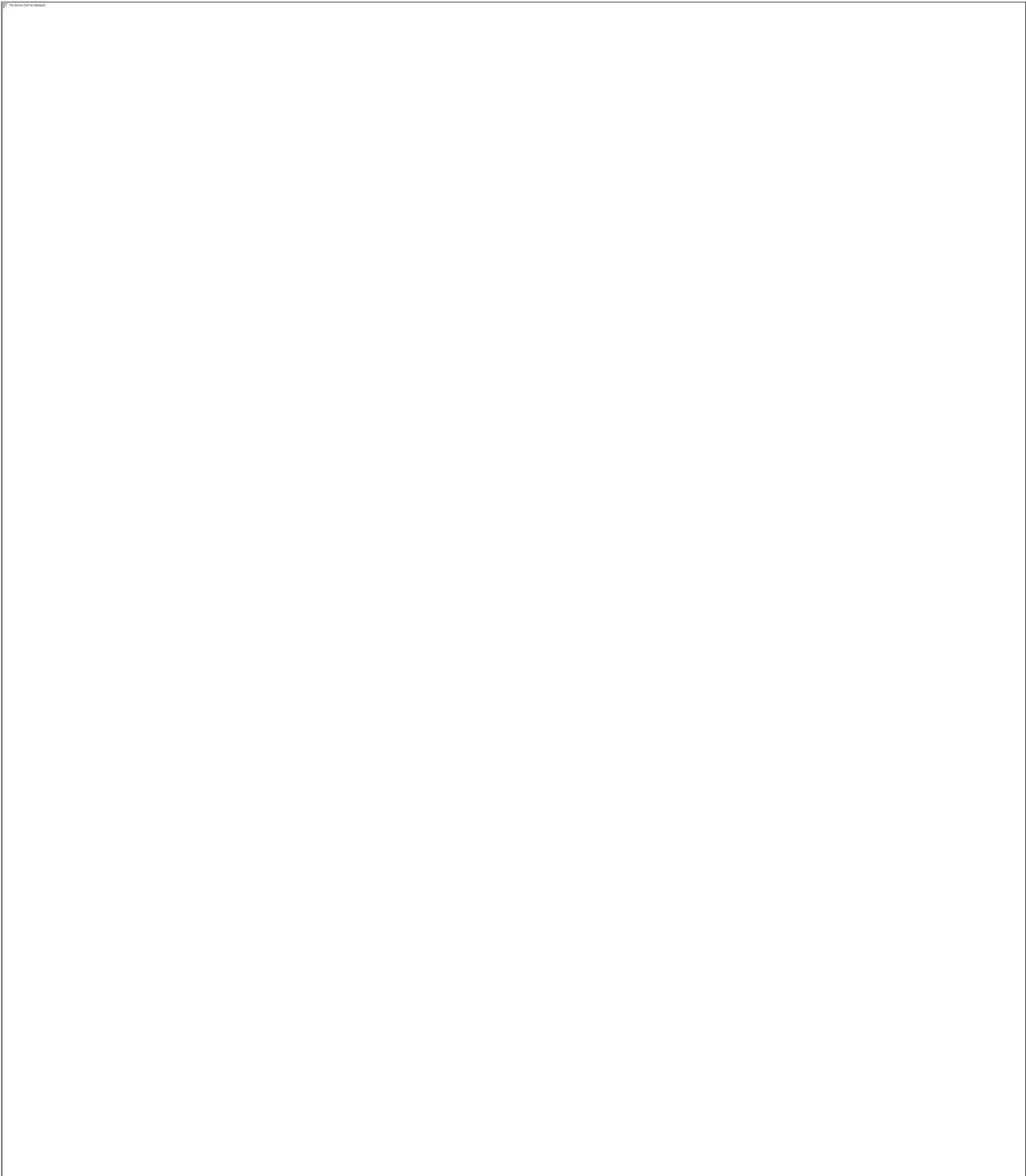


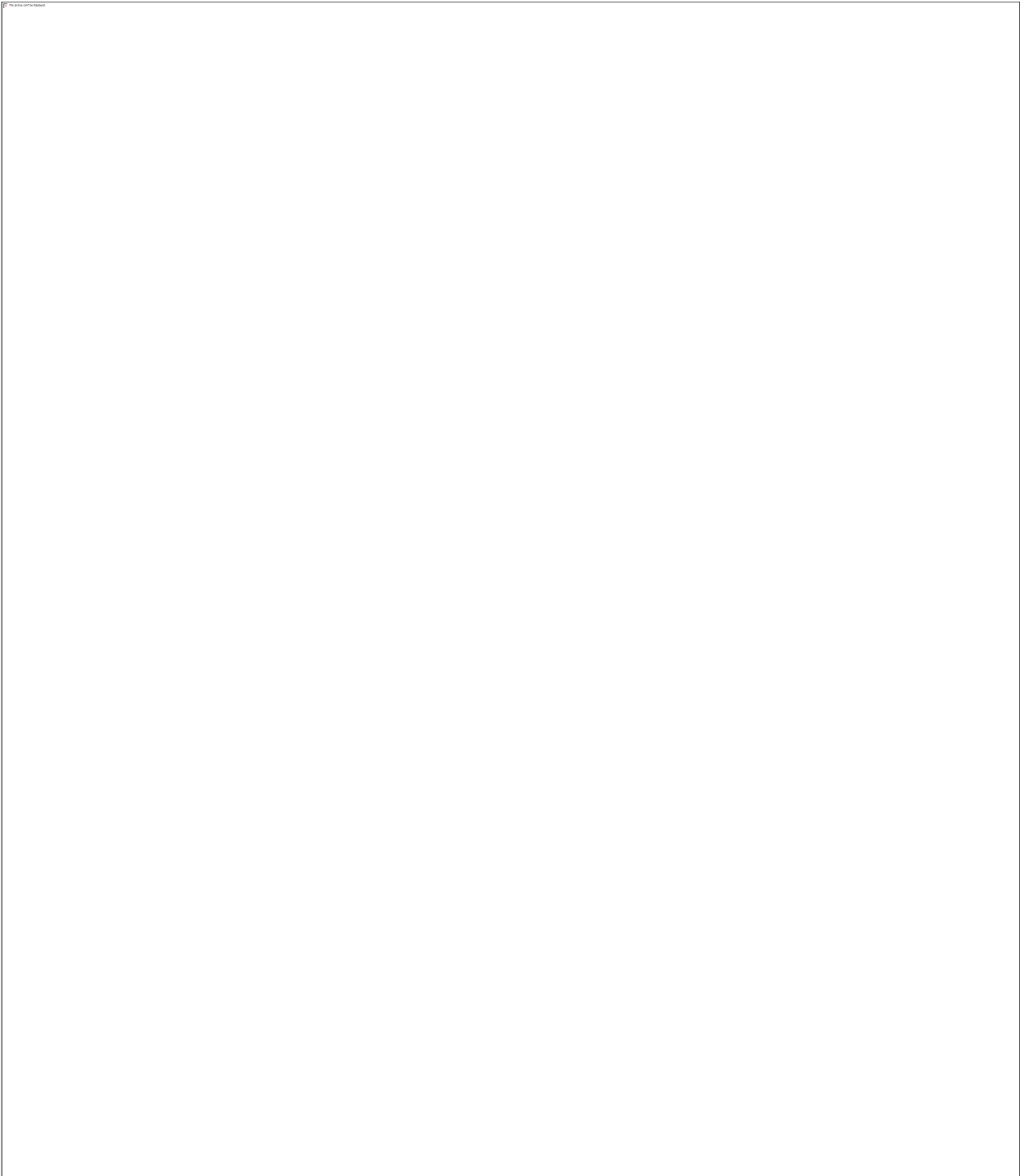
Commissioner Steve Reeves made the motion to approve the 5% COLA for employees. The motion was seconded by Commissioner Wiggins and passed unanimously.

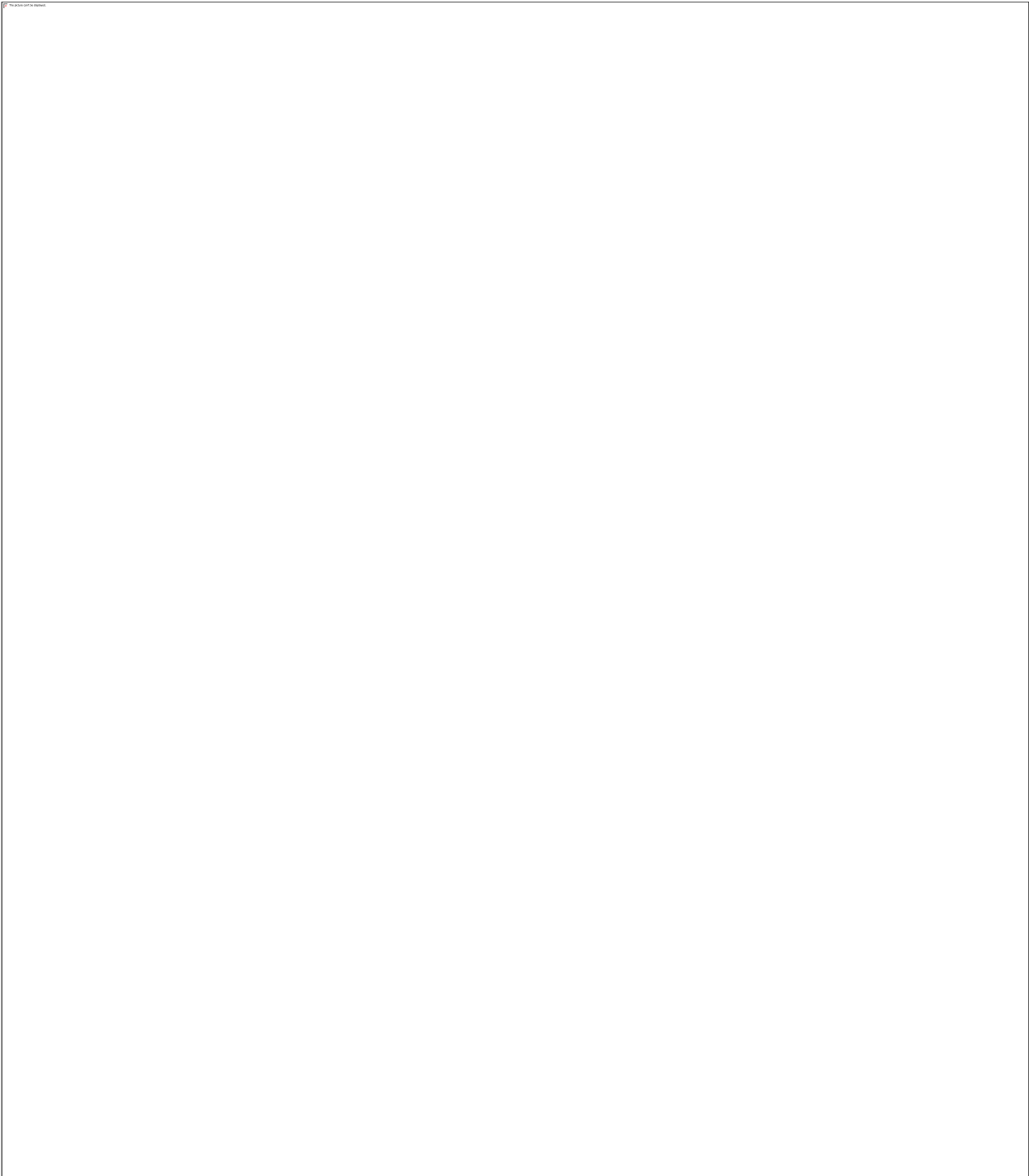
The chairman stated that the commissioners had received a packet, a revision was sent out for fund 101 and revision for 141 was placed on the table. He asked for a general motion to adopt this and a general motion on the resolution for the appropriations for various funds.

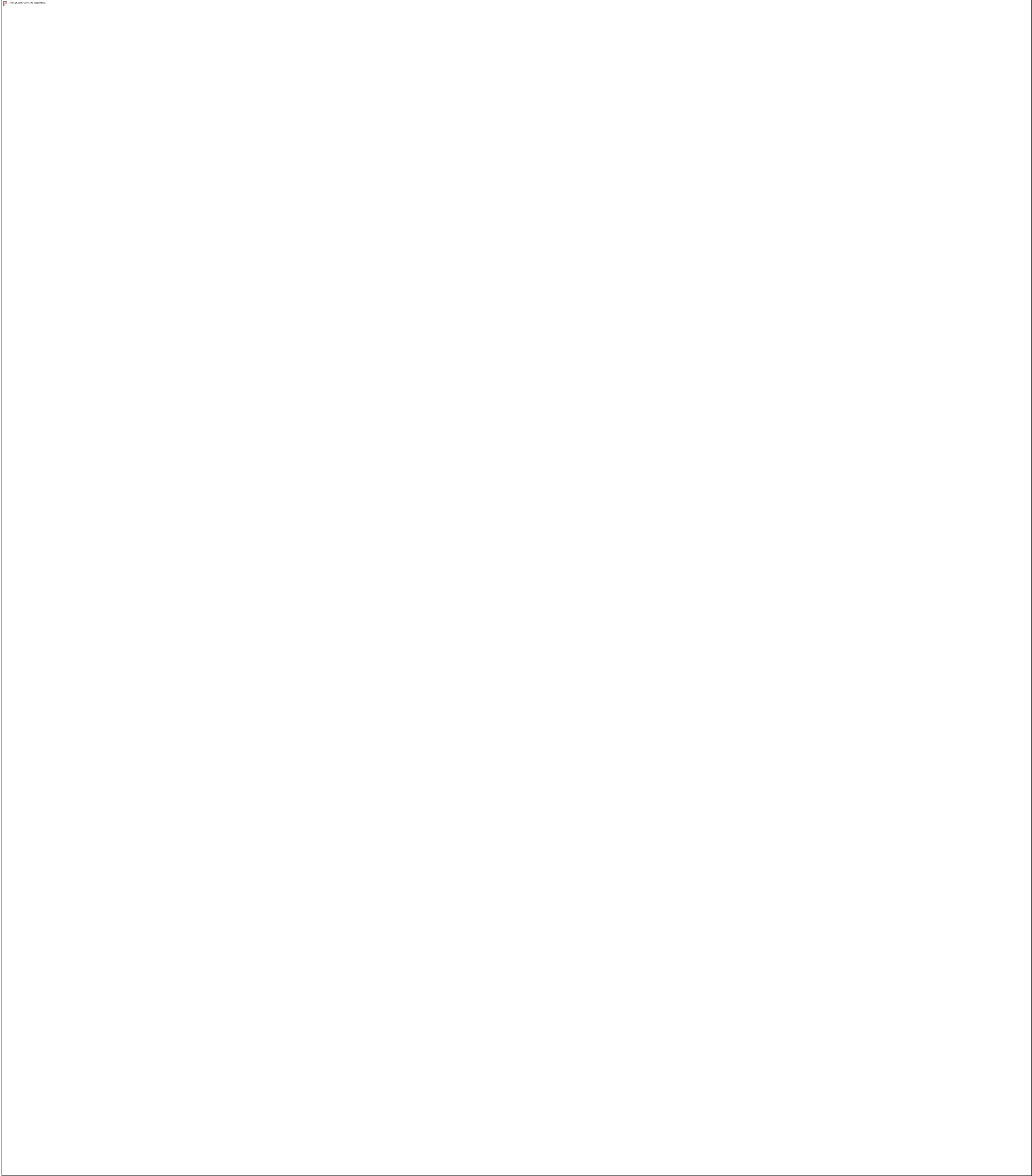


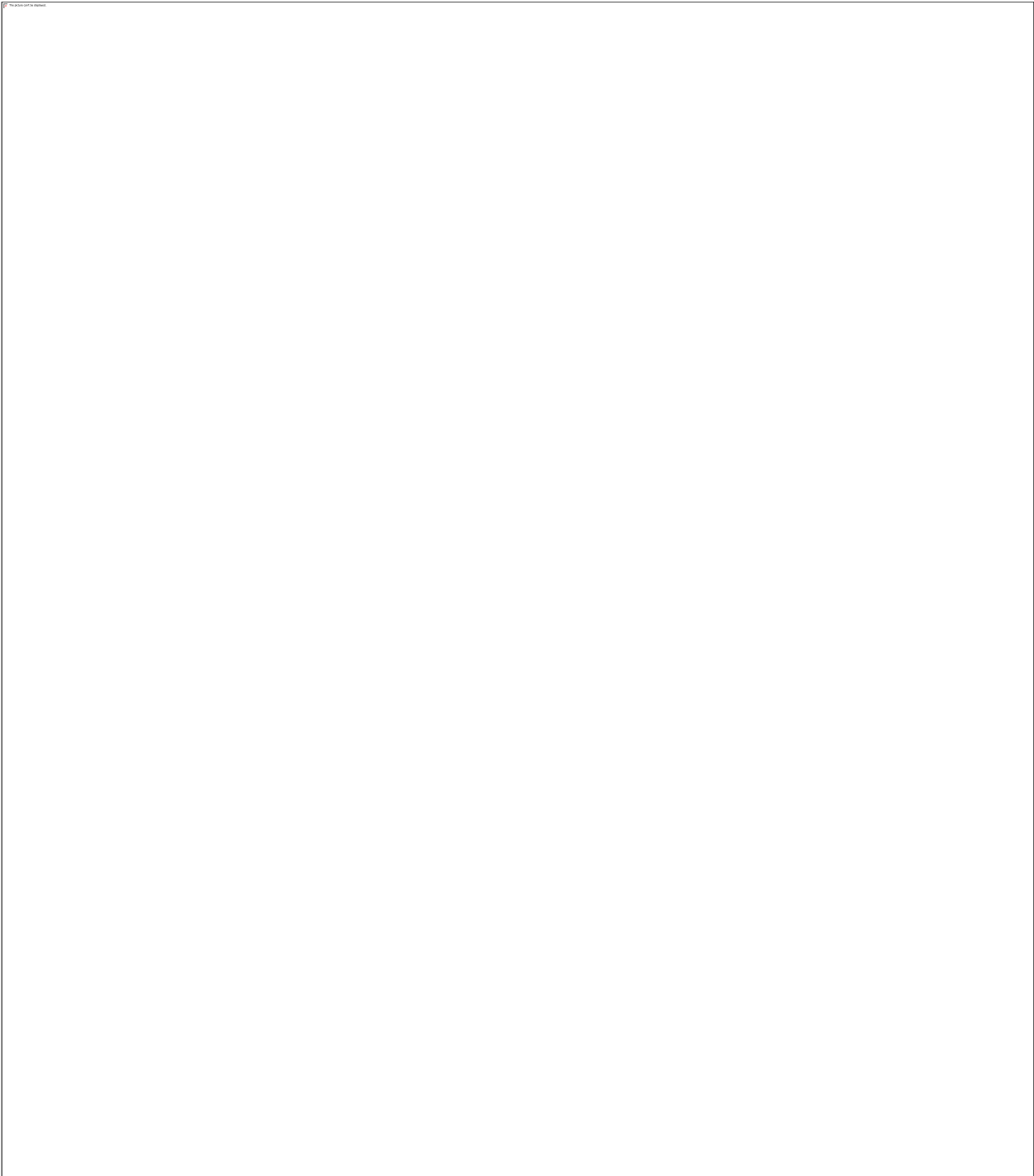


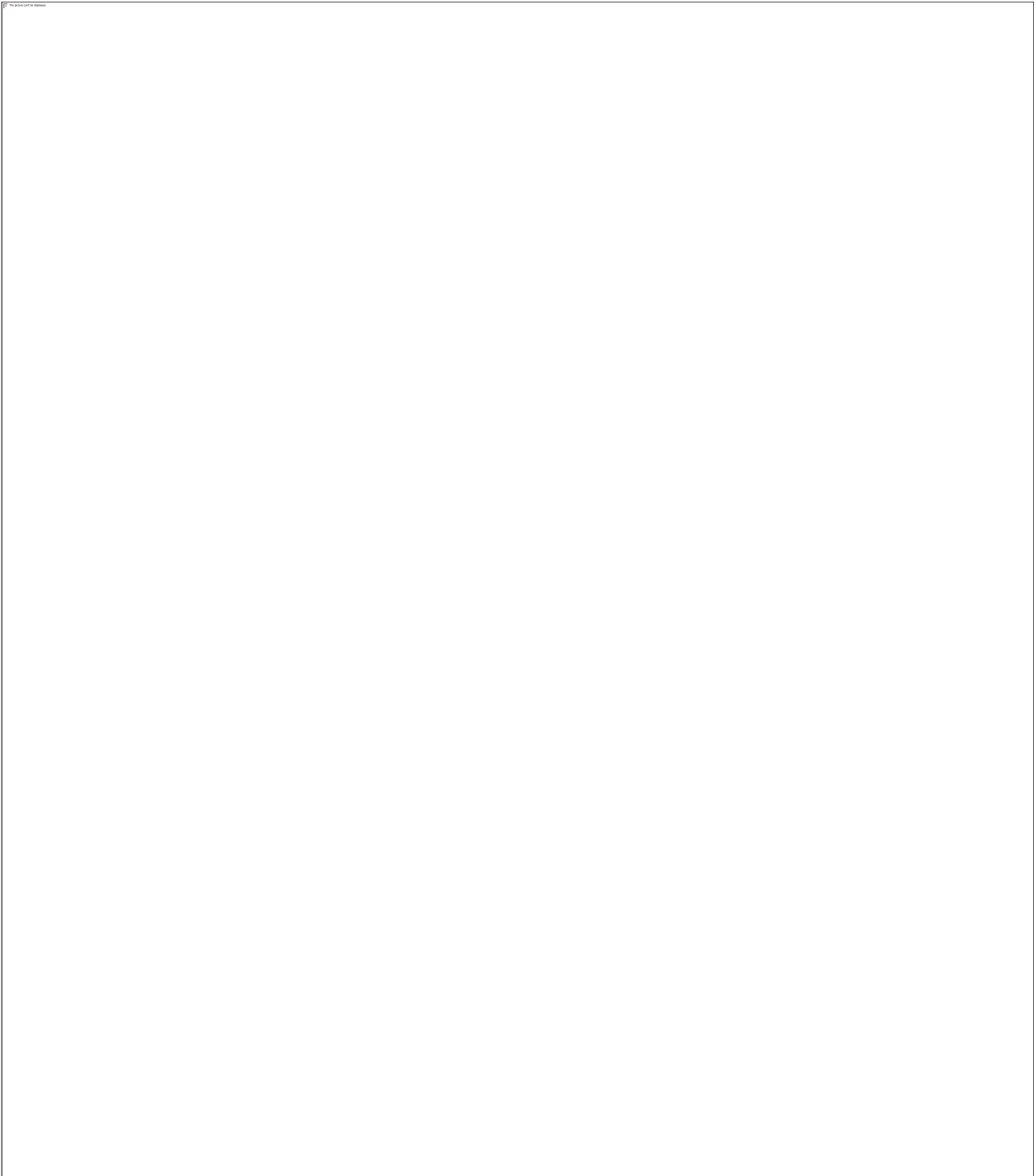


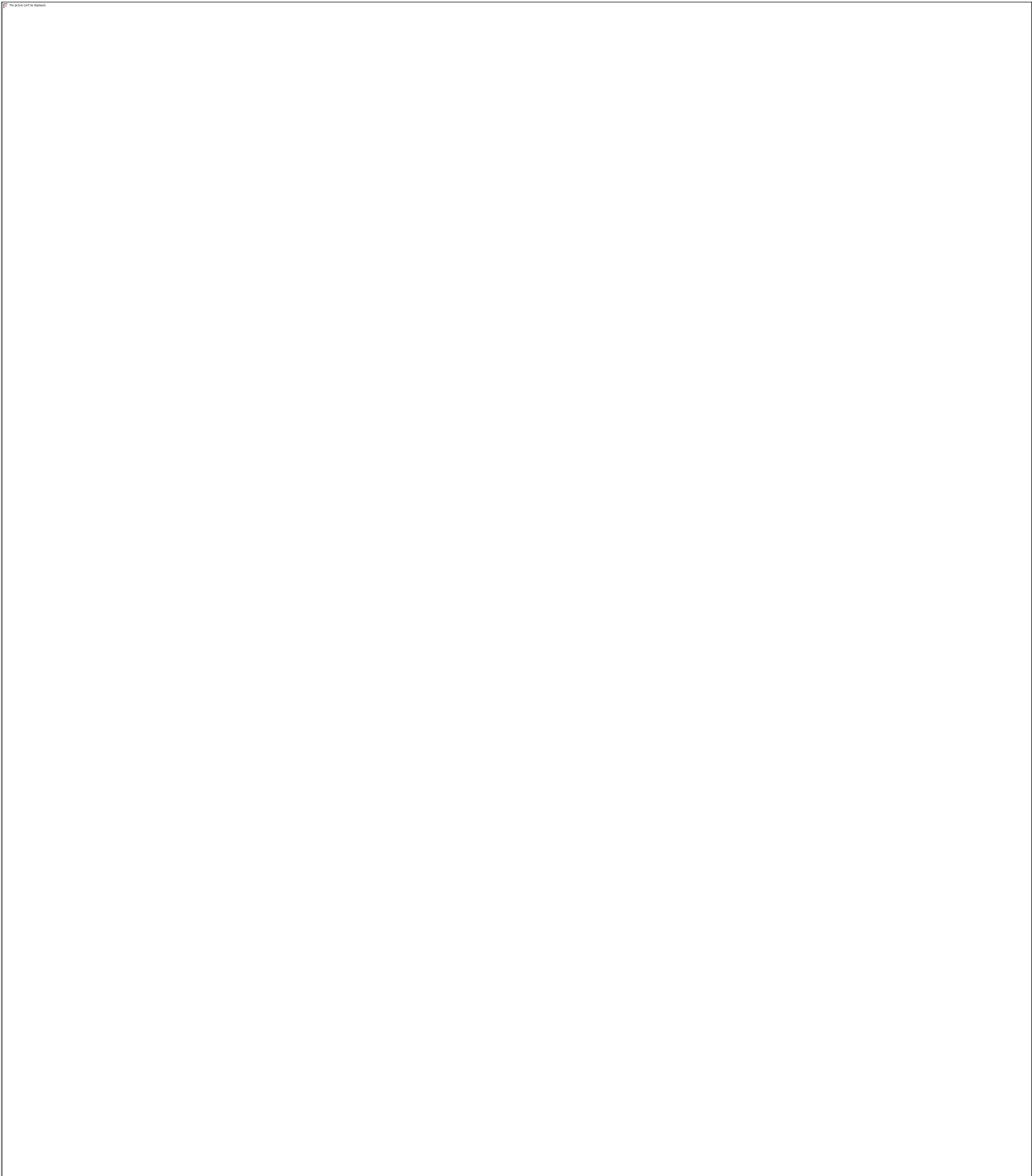


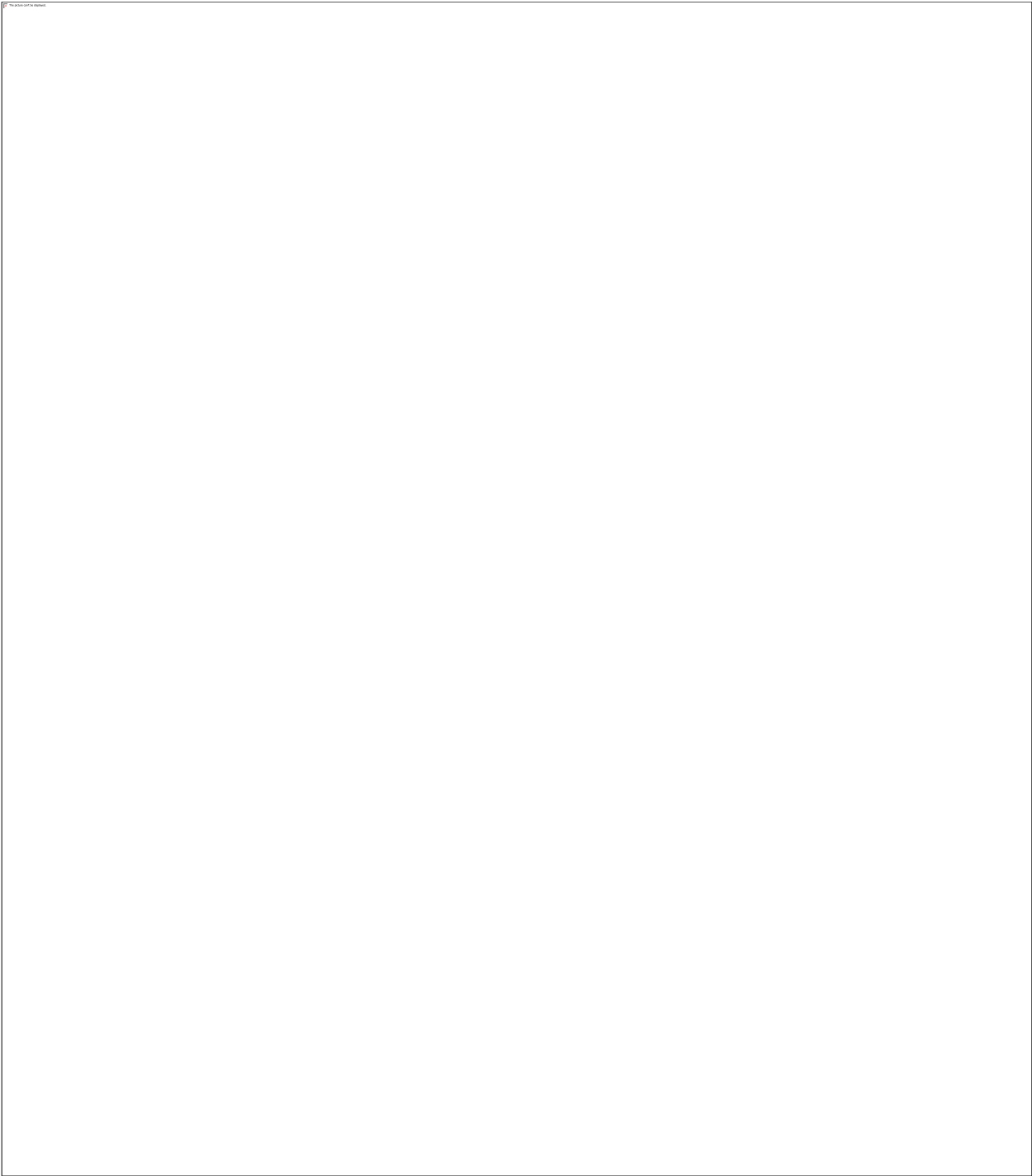


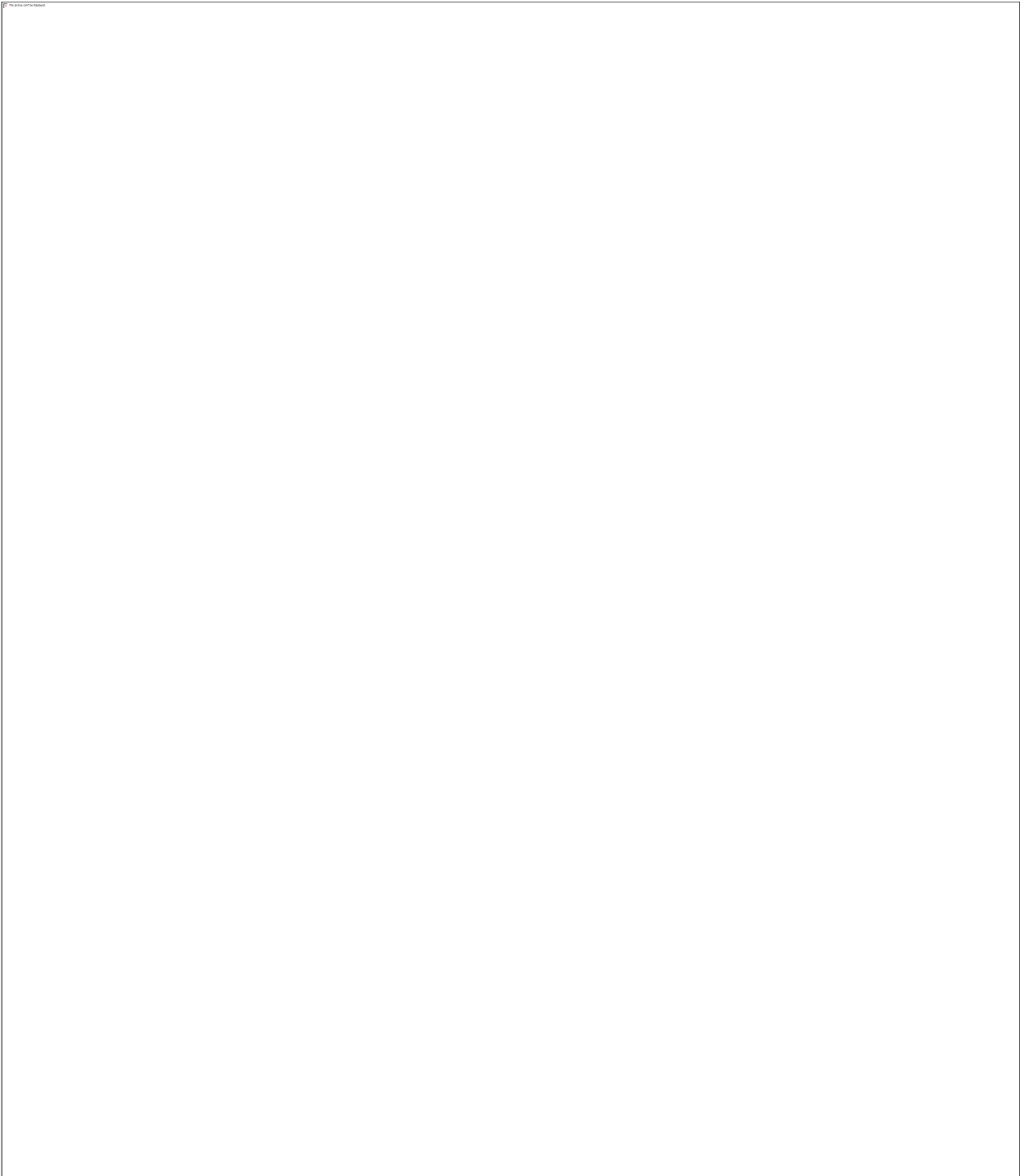


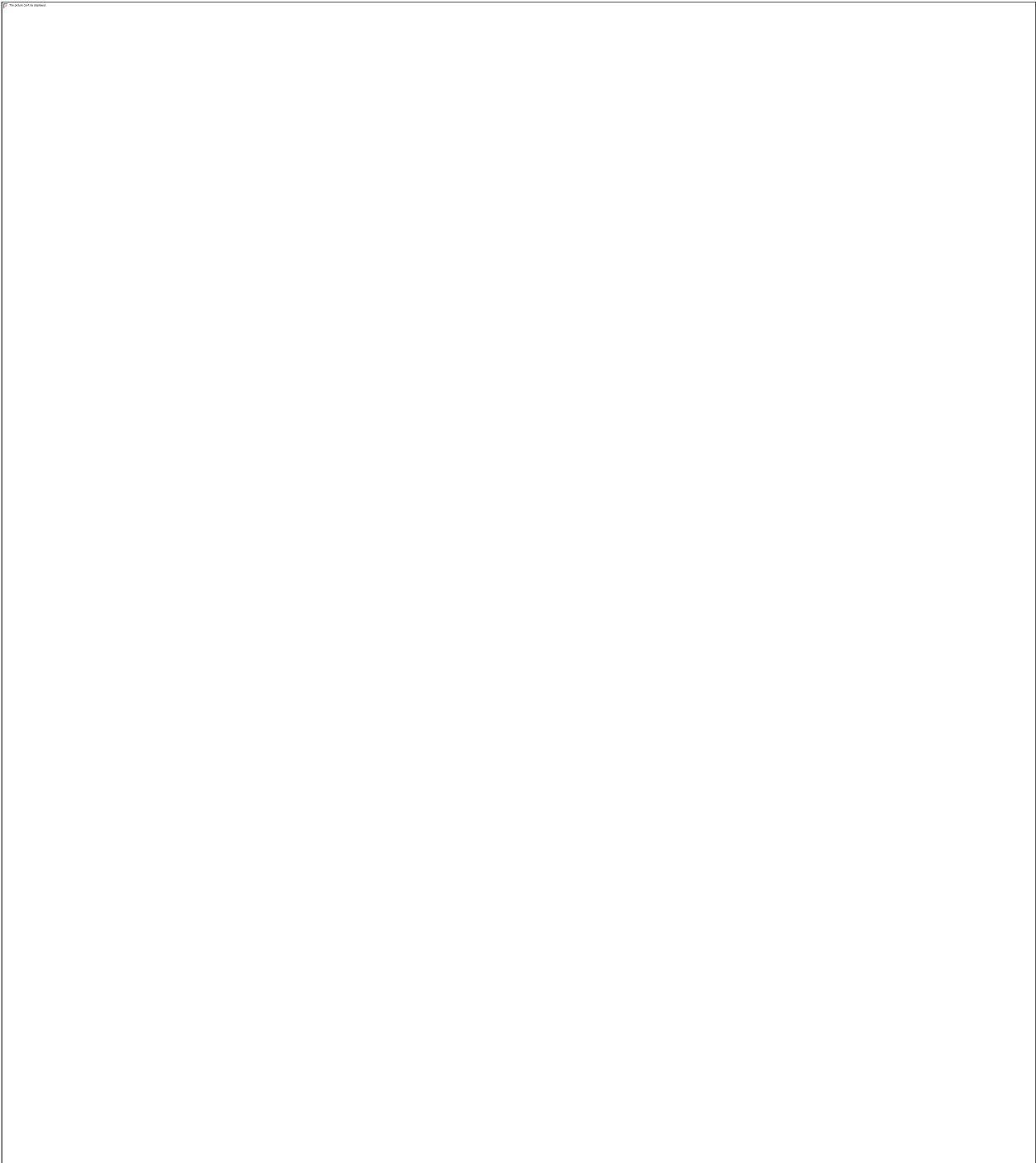


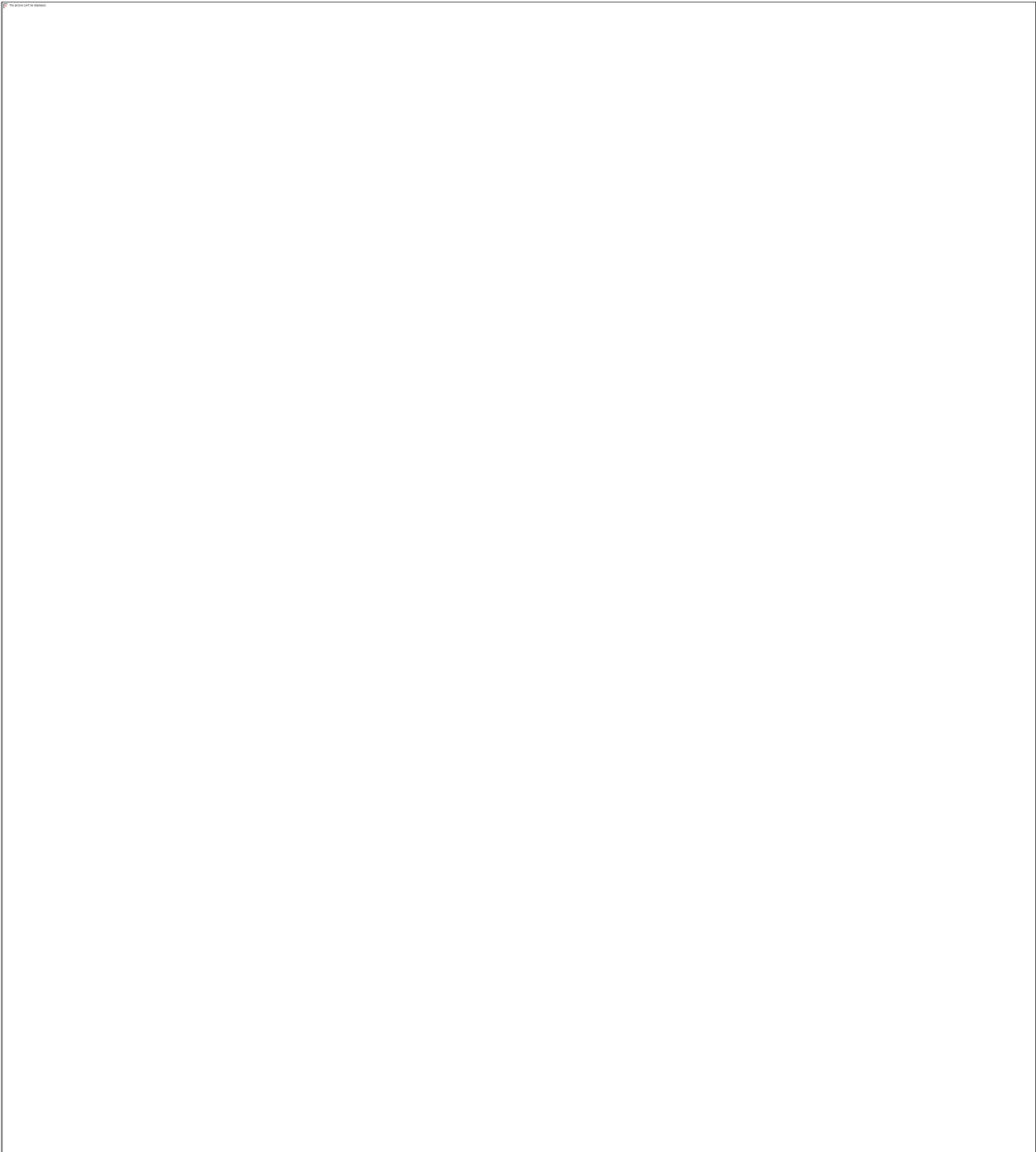


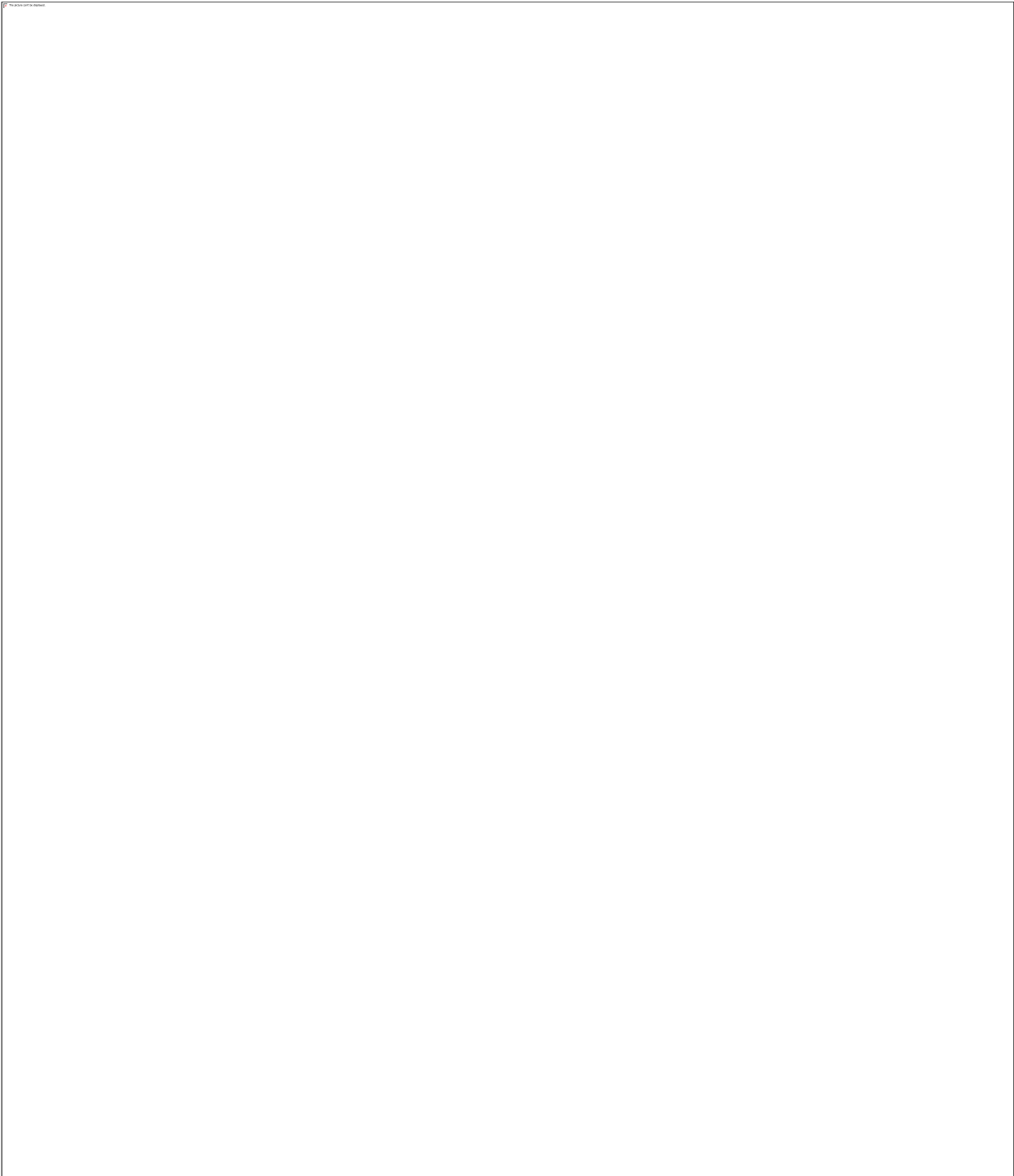


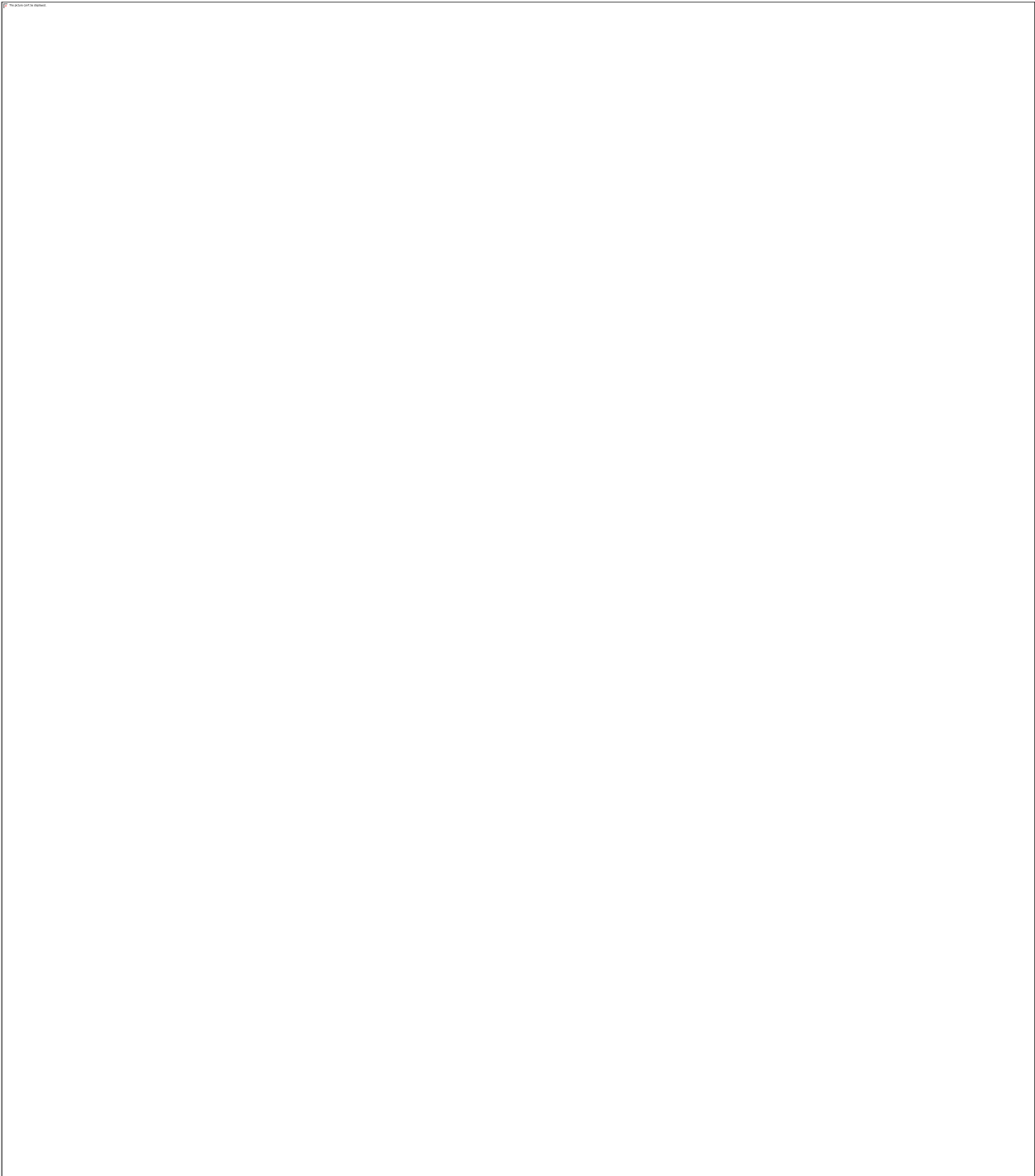


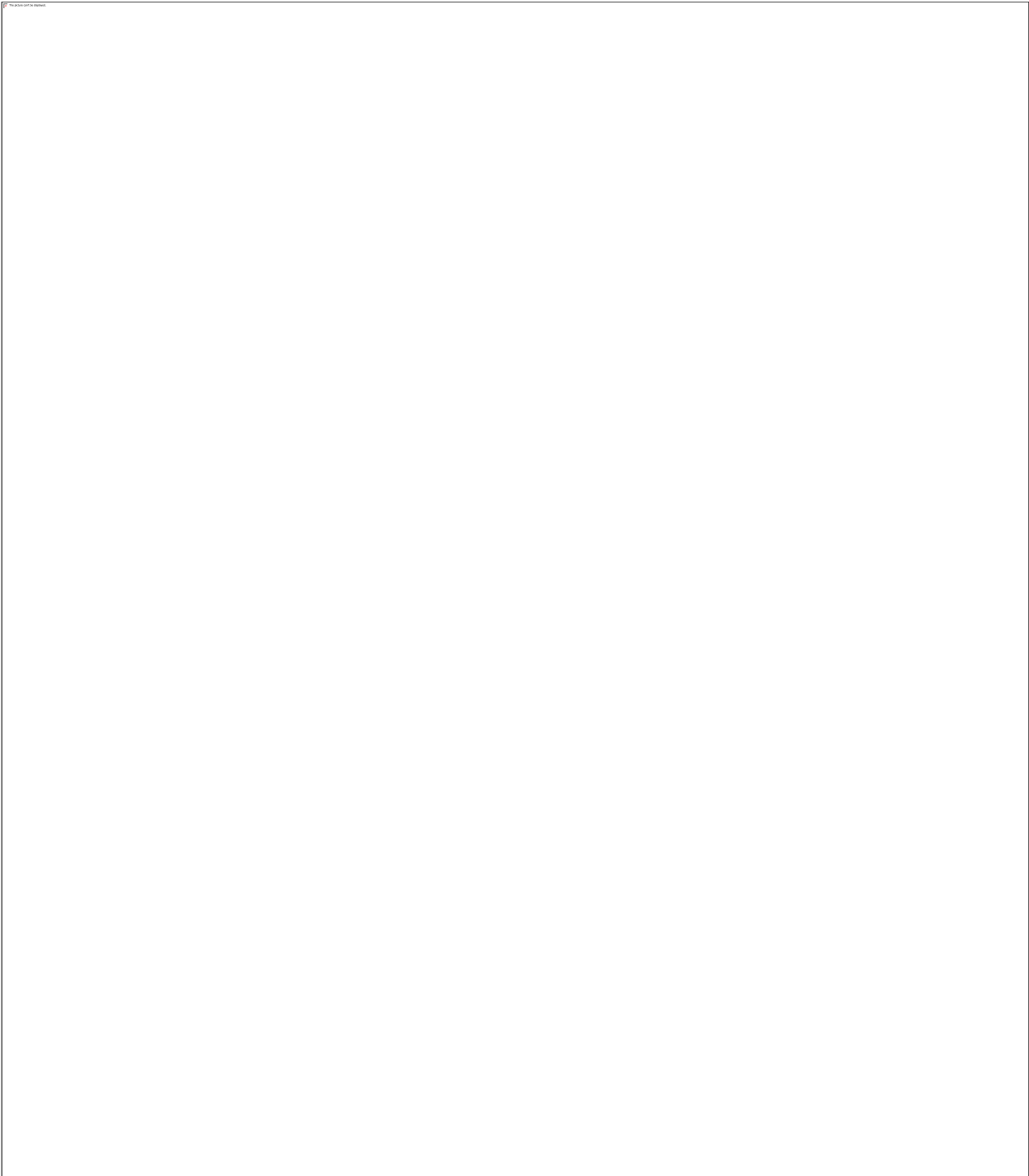


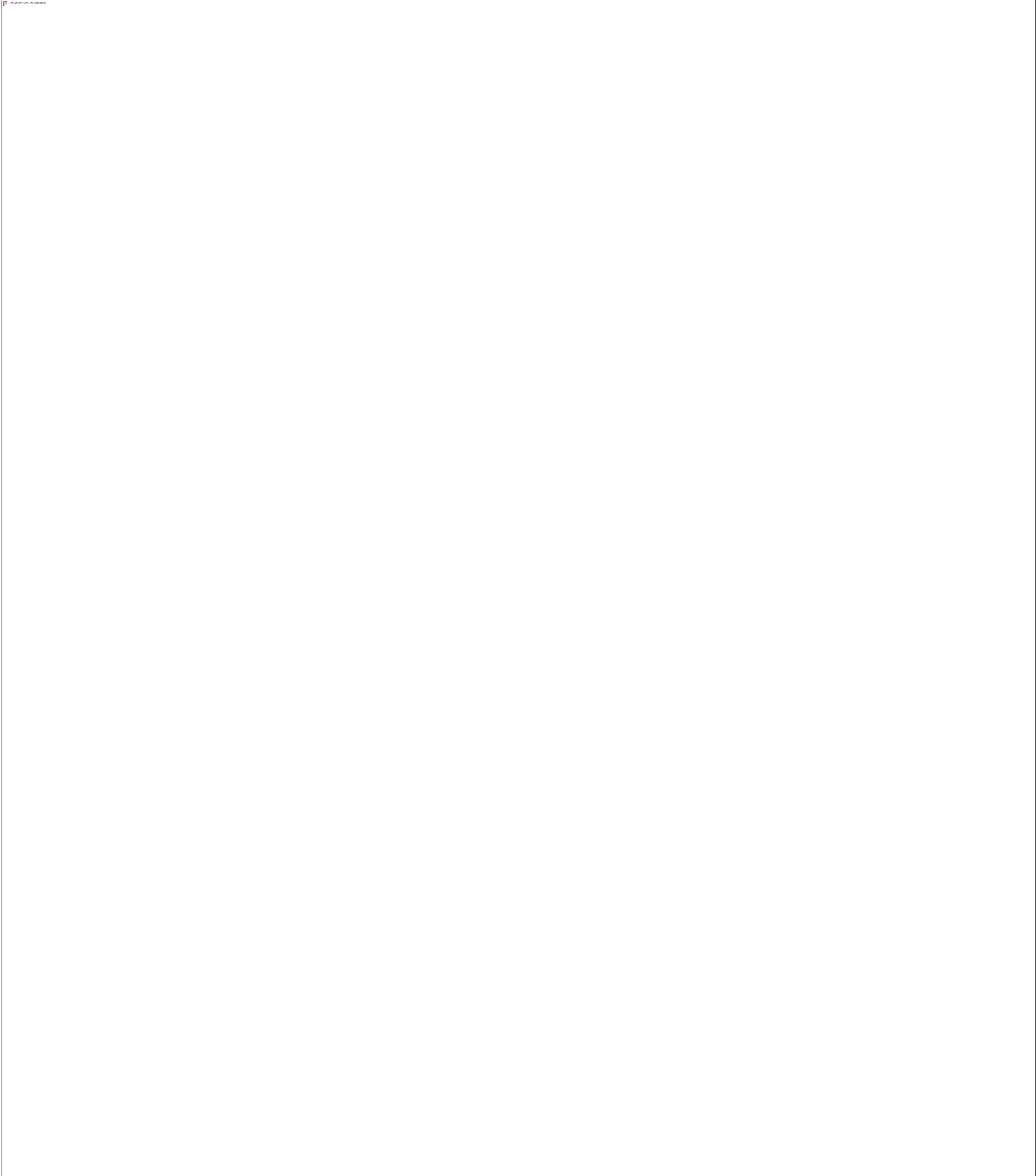


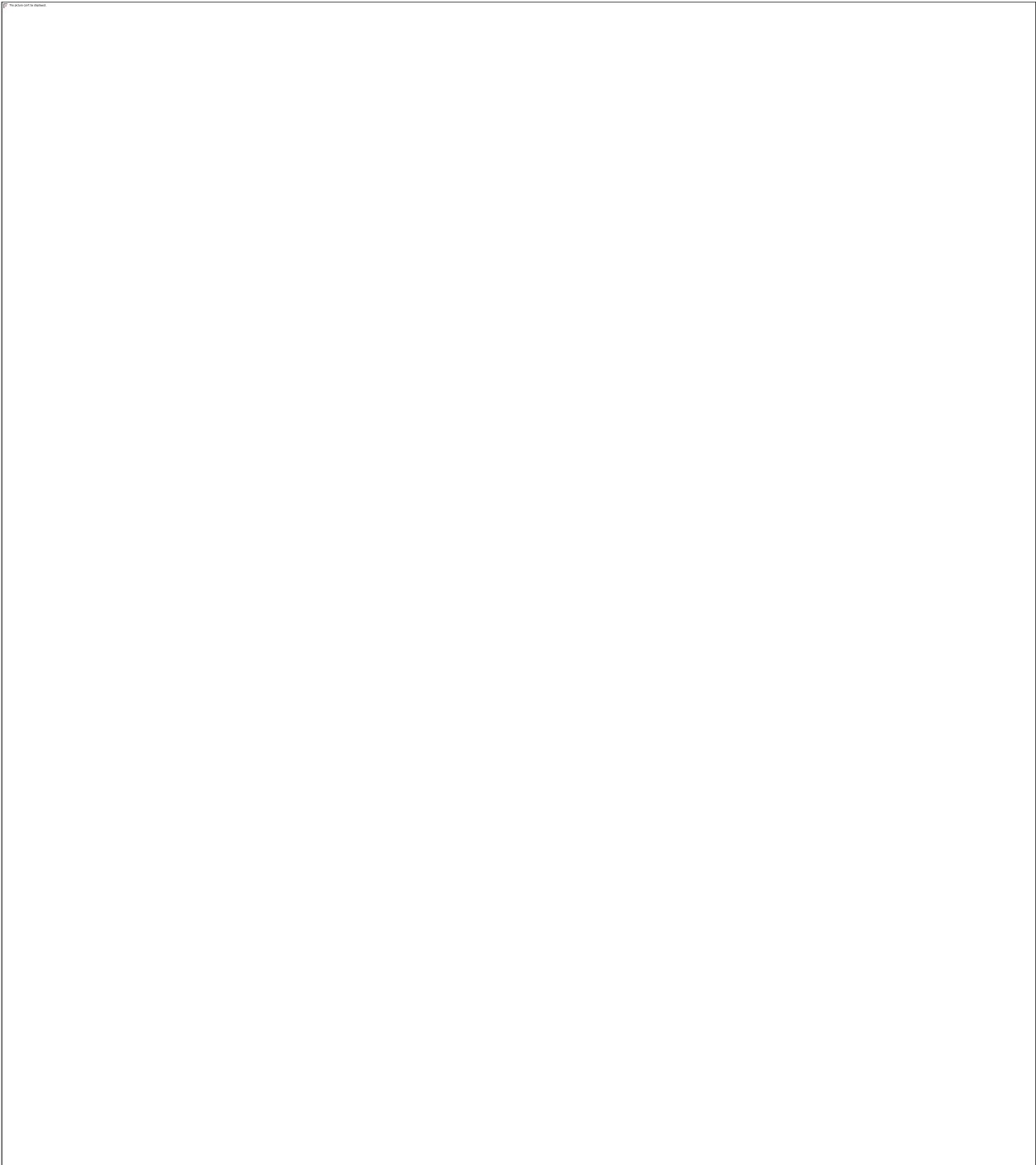


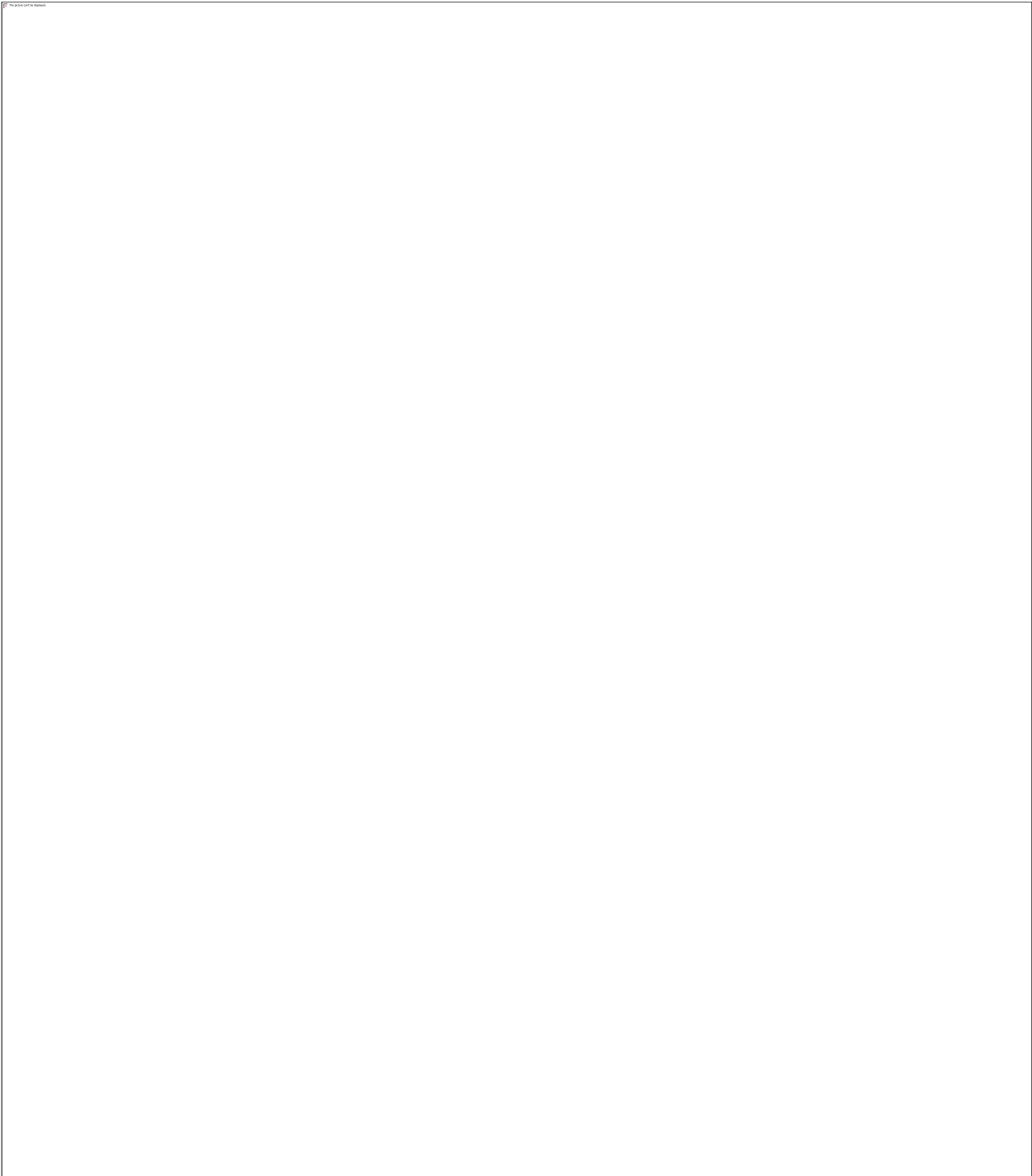


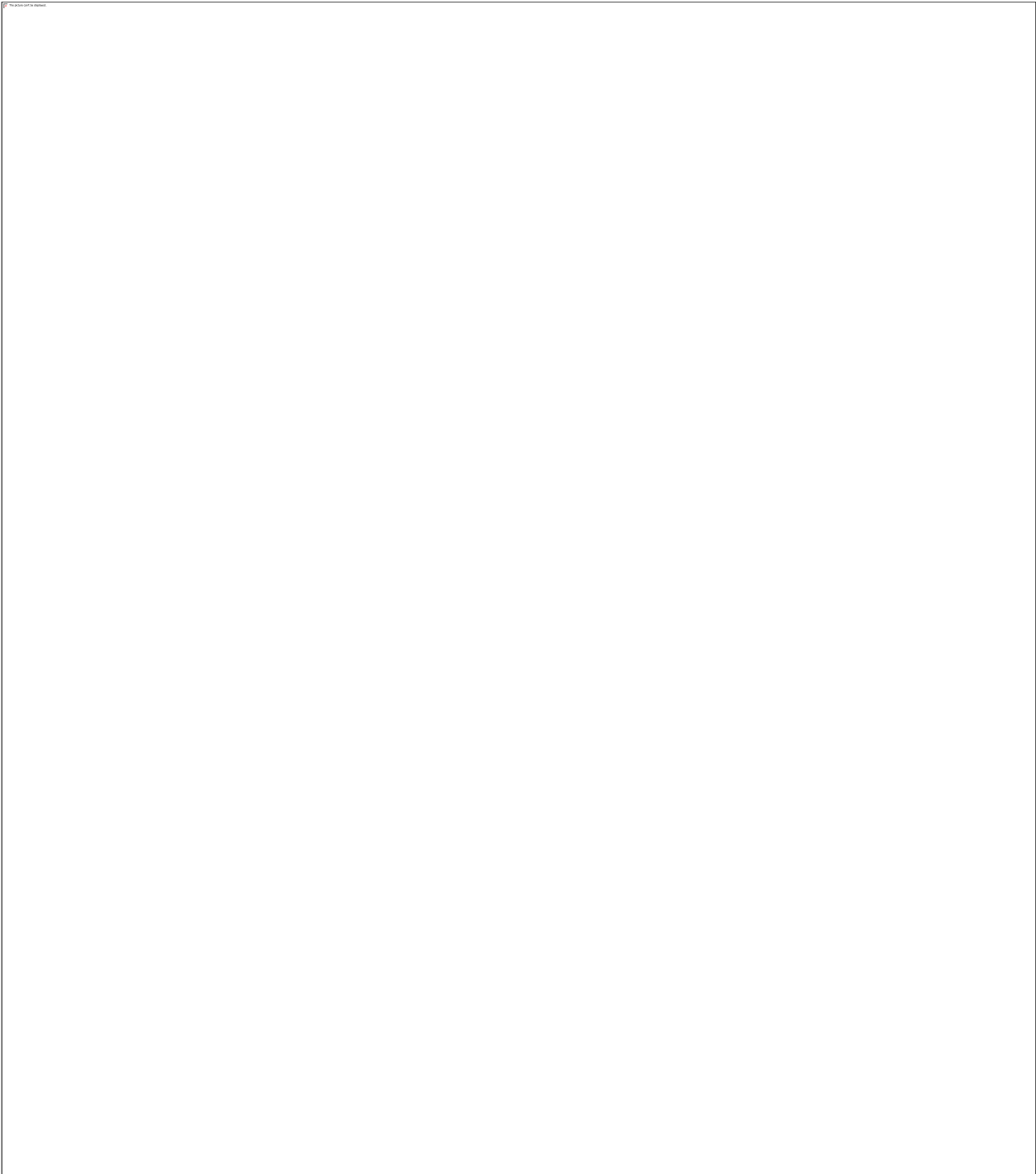


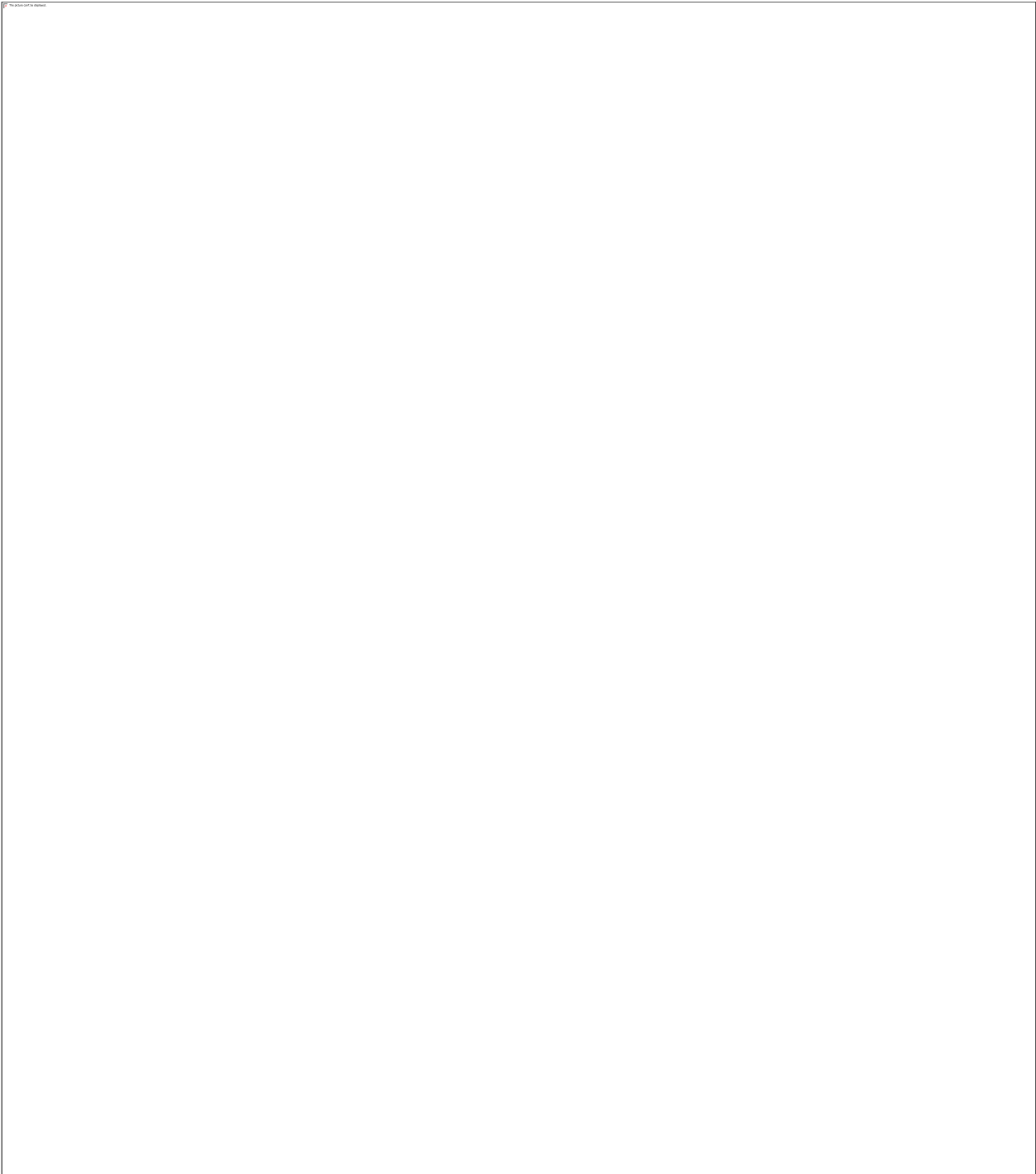


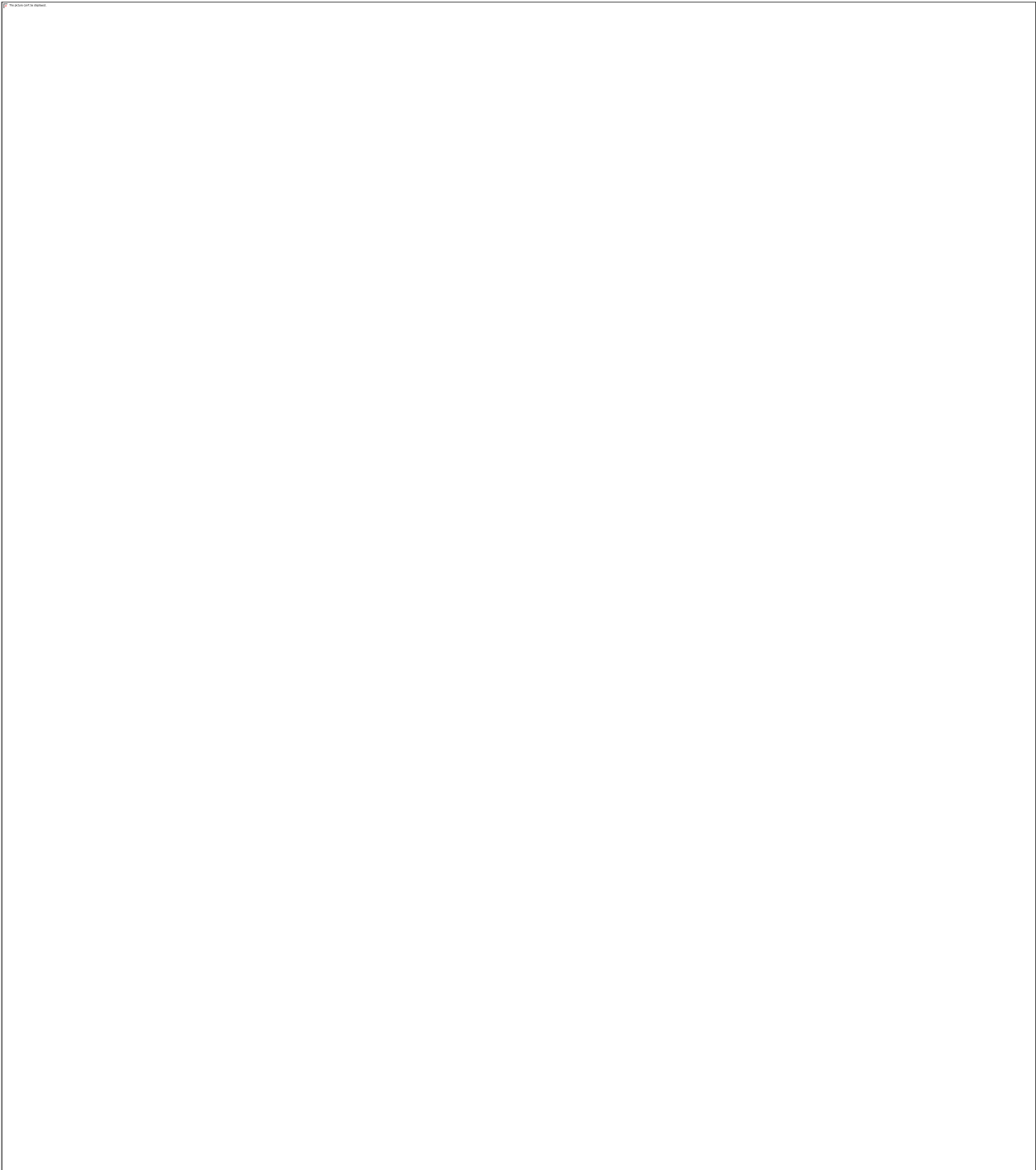


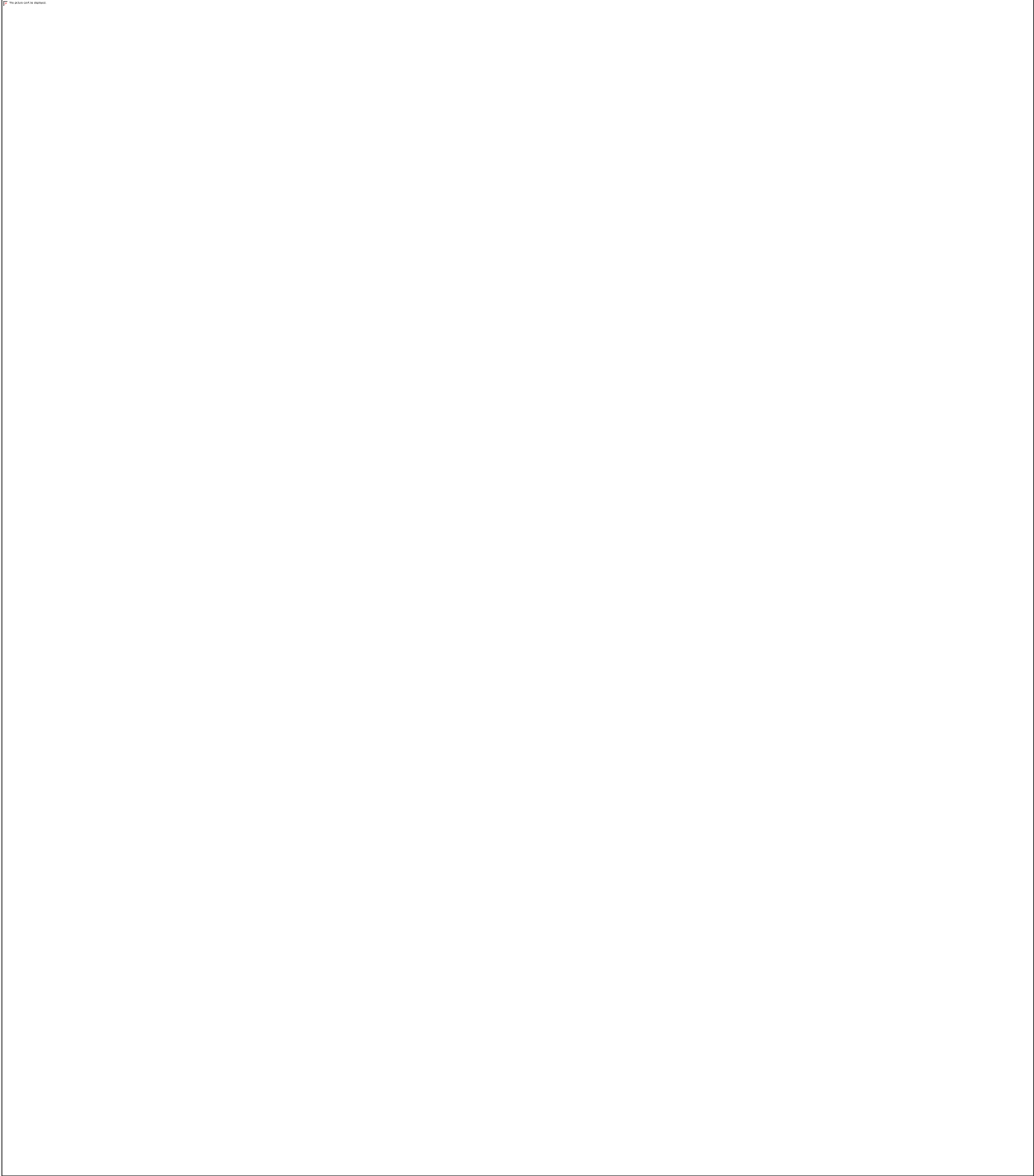


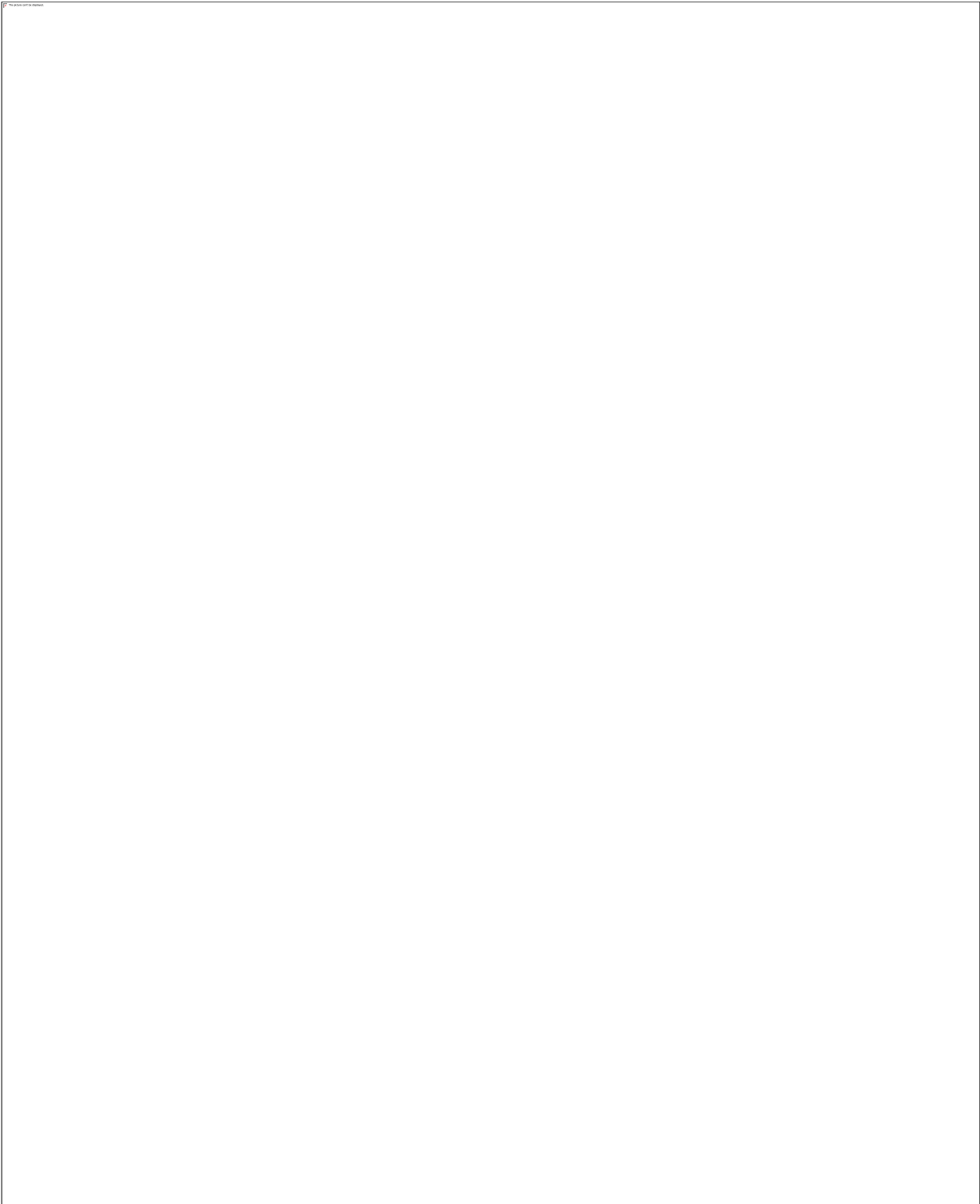


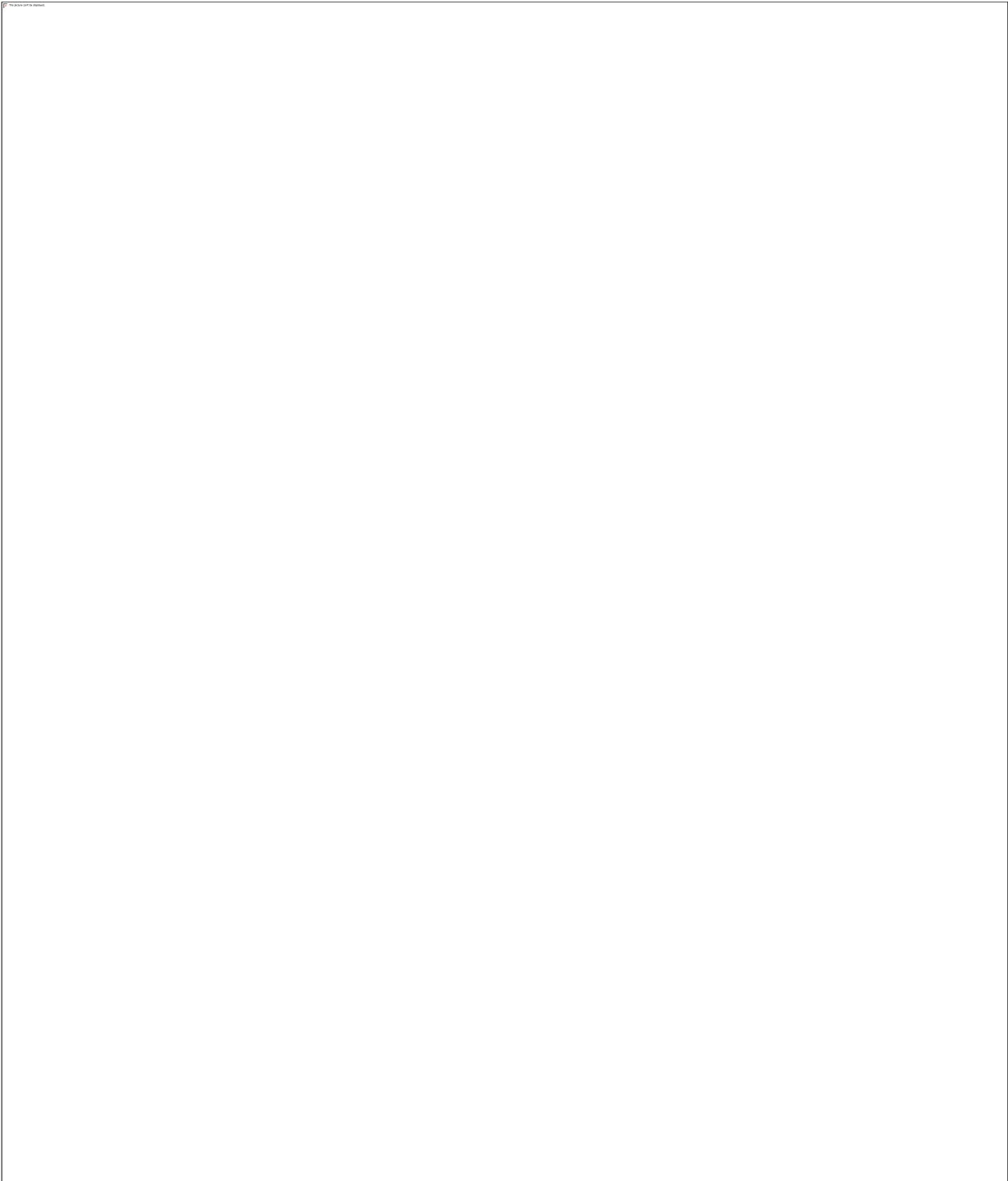


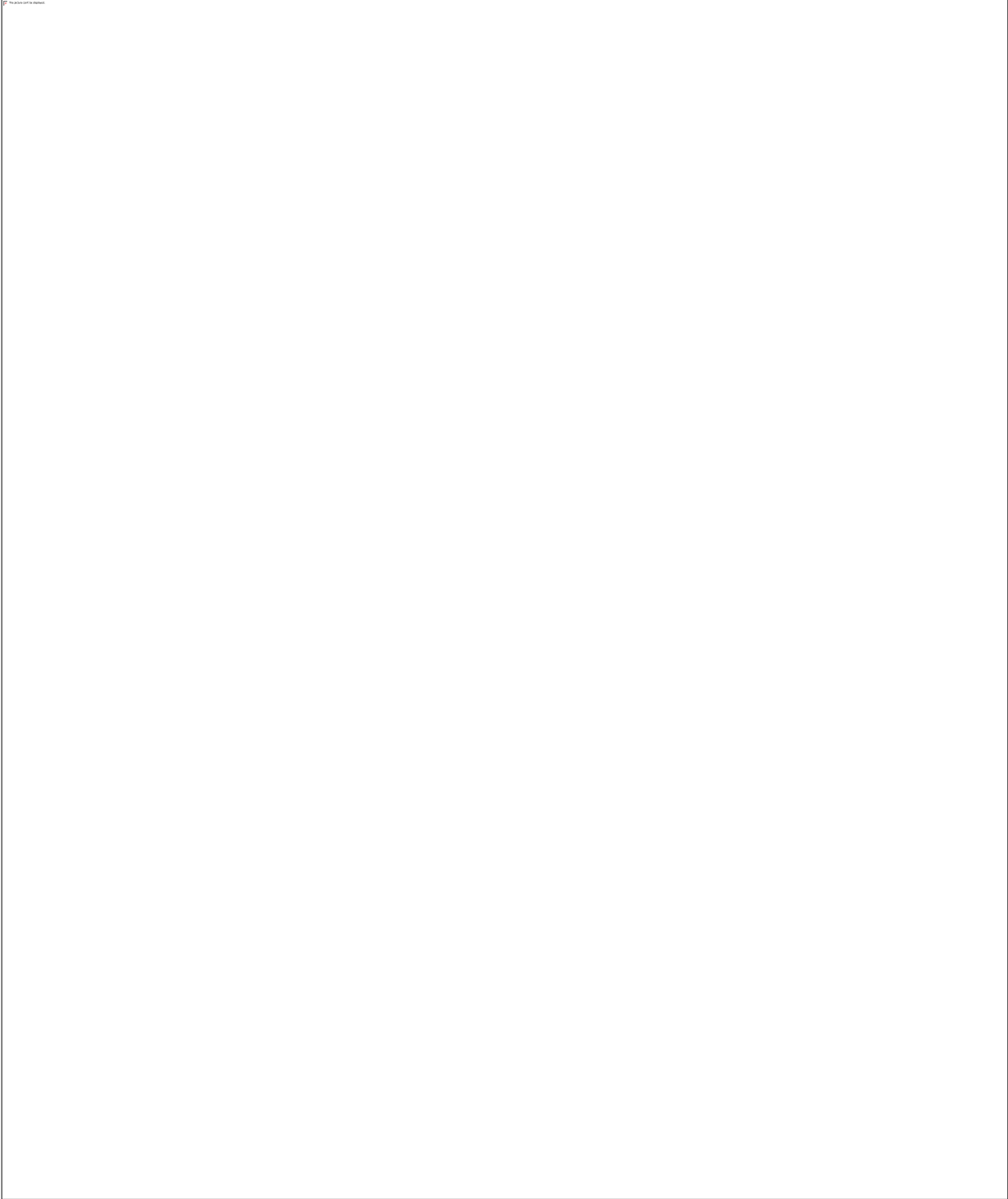


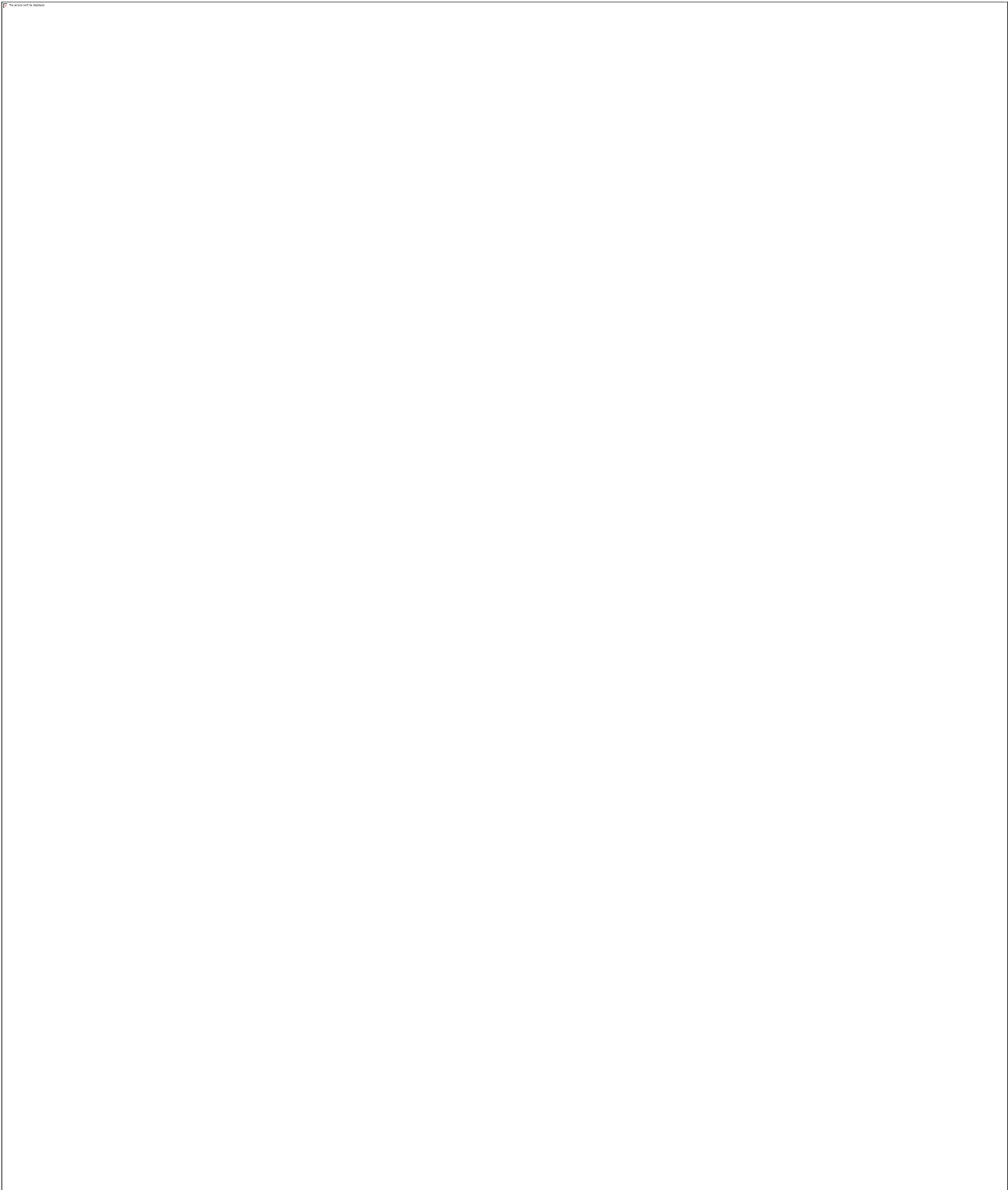


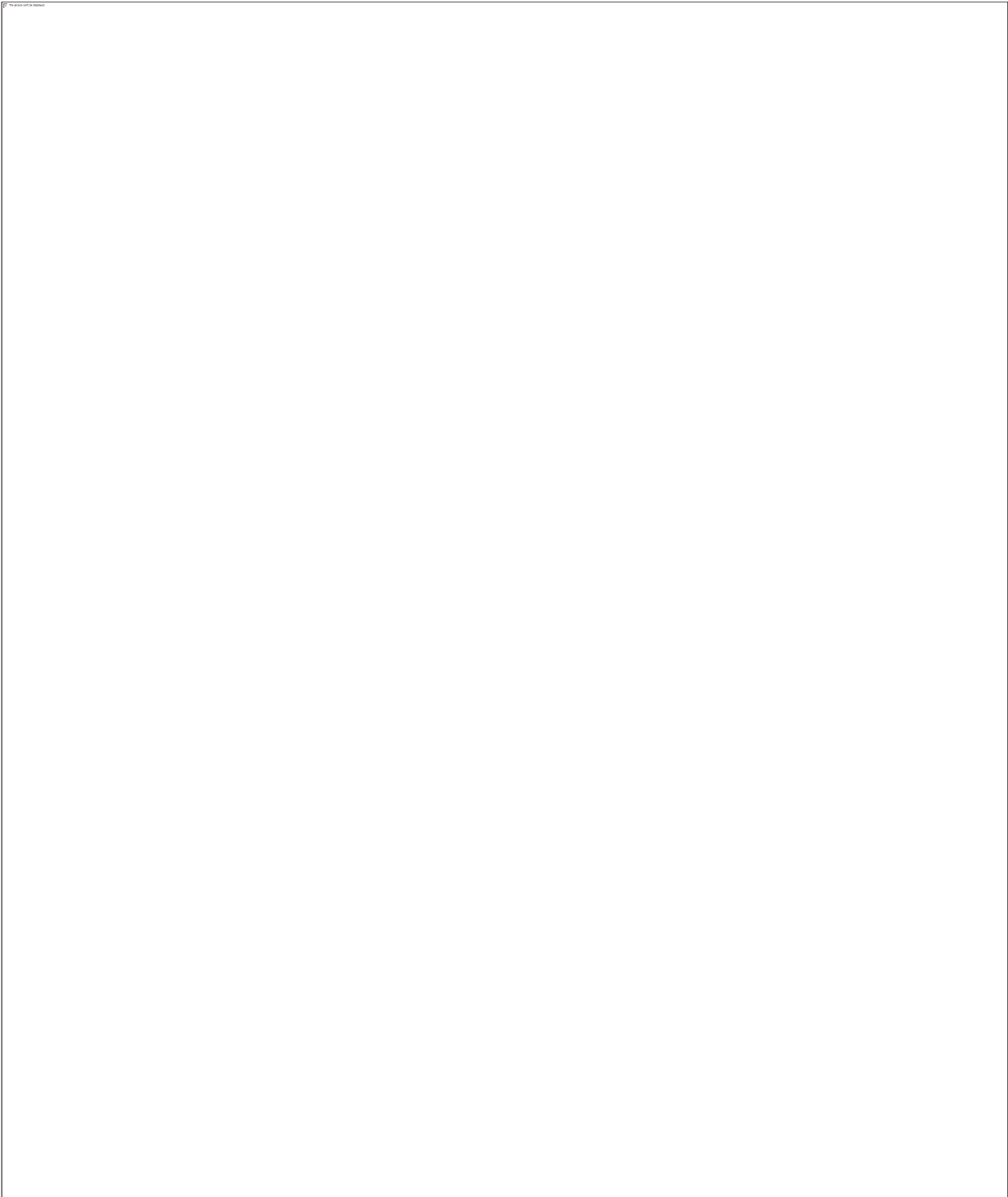


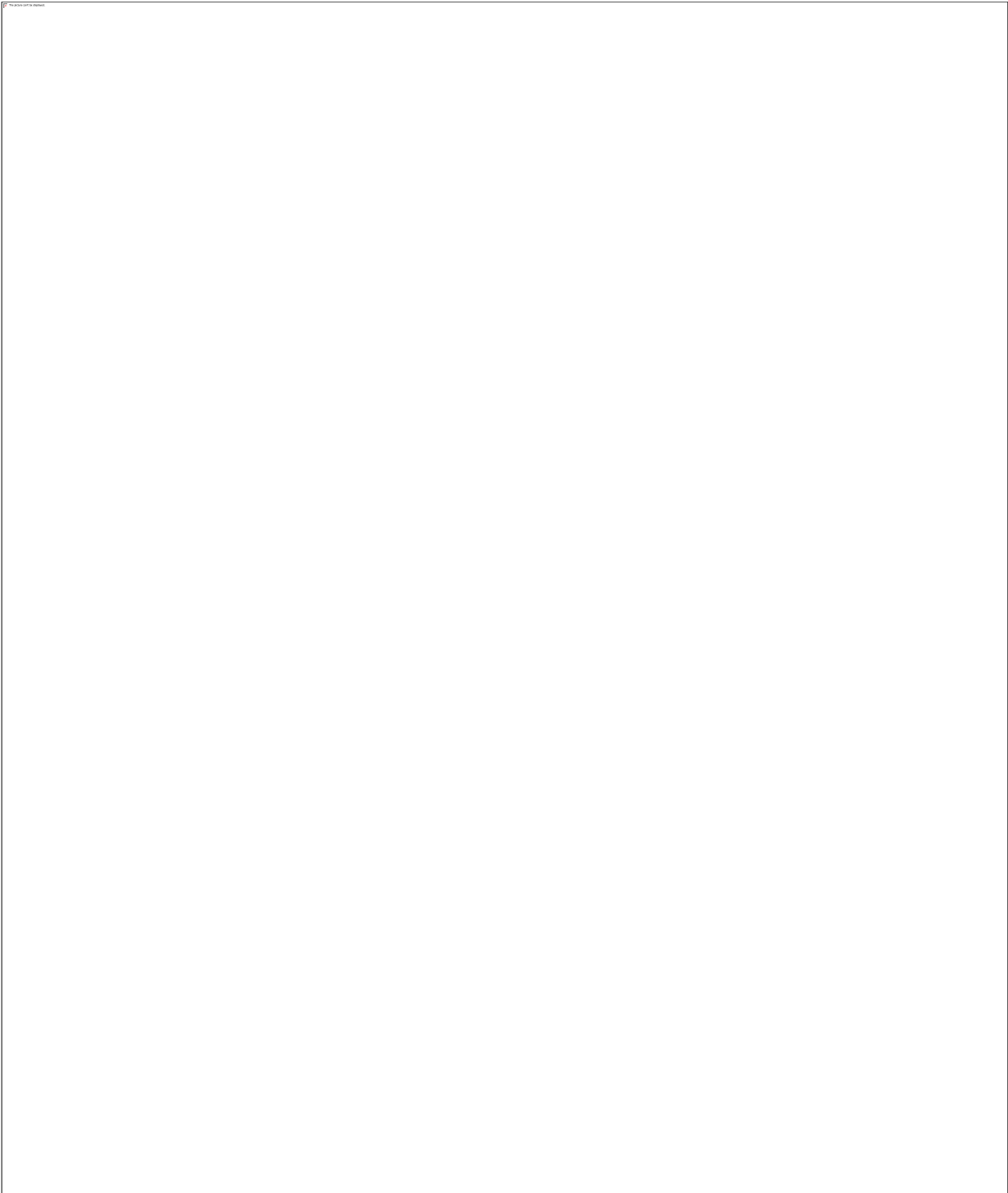


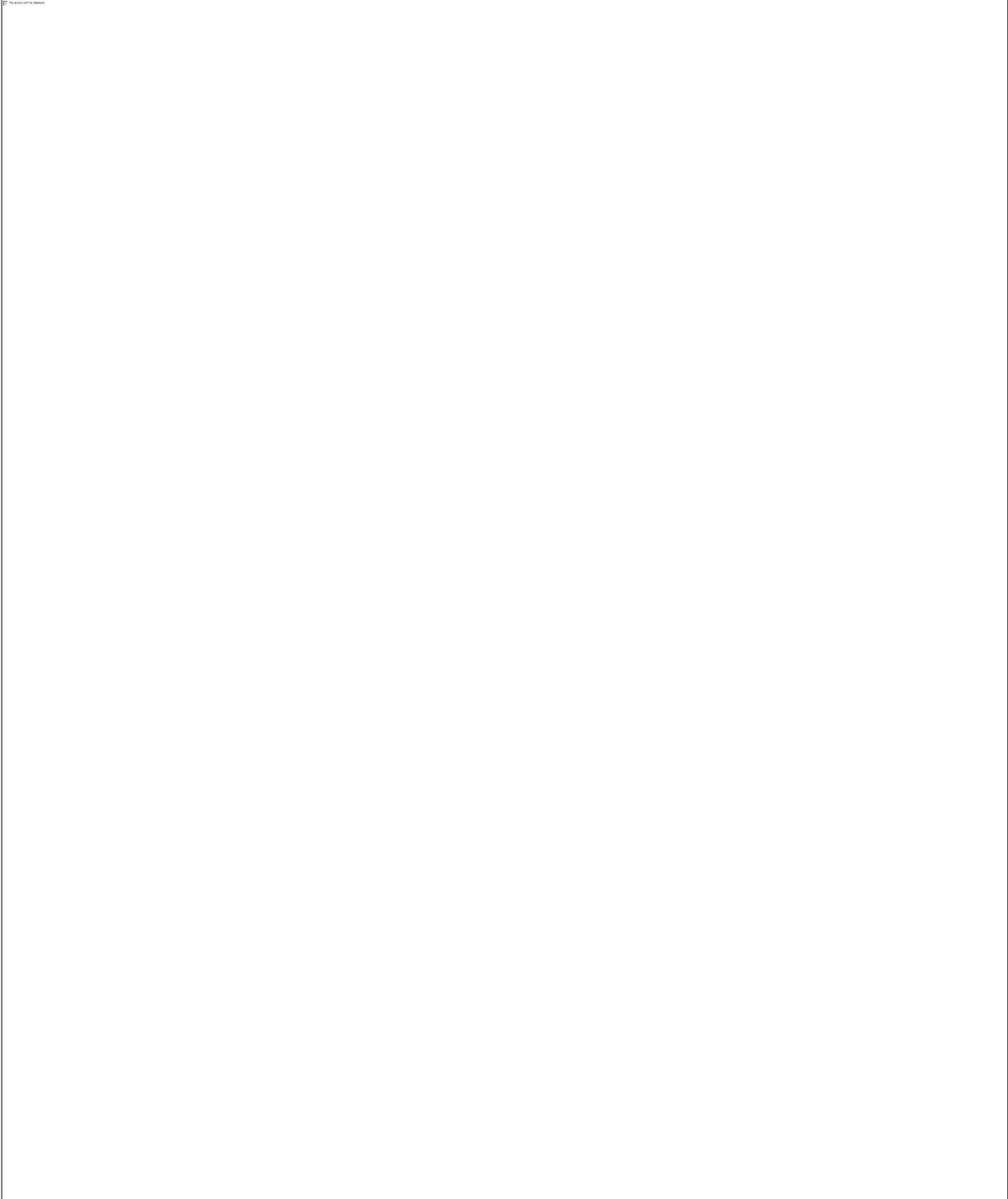


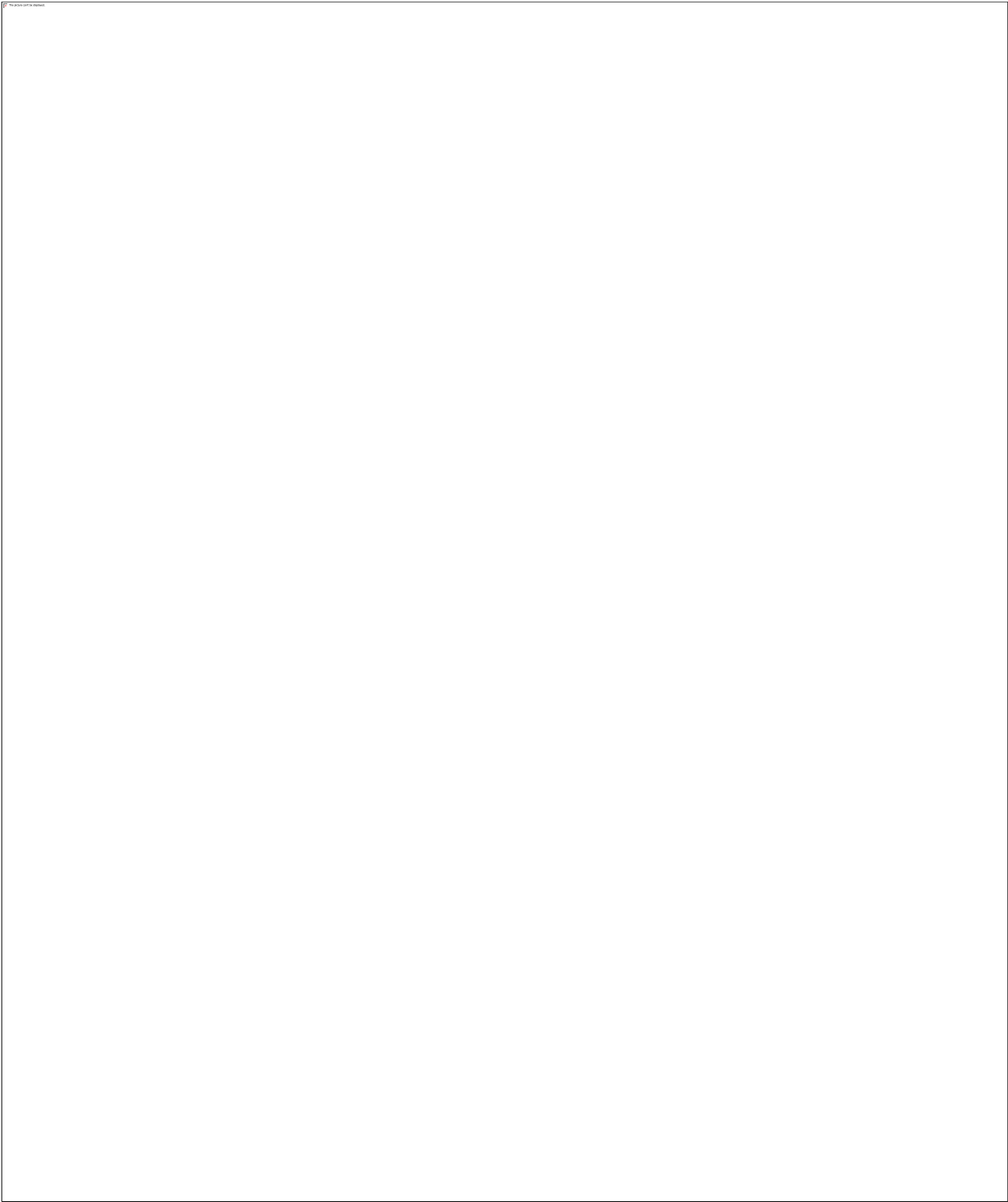


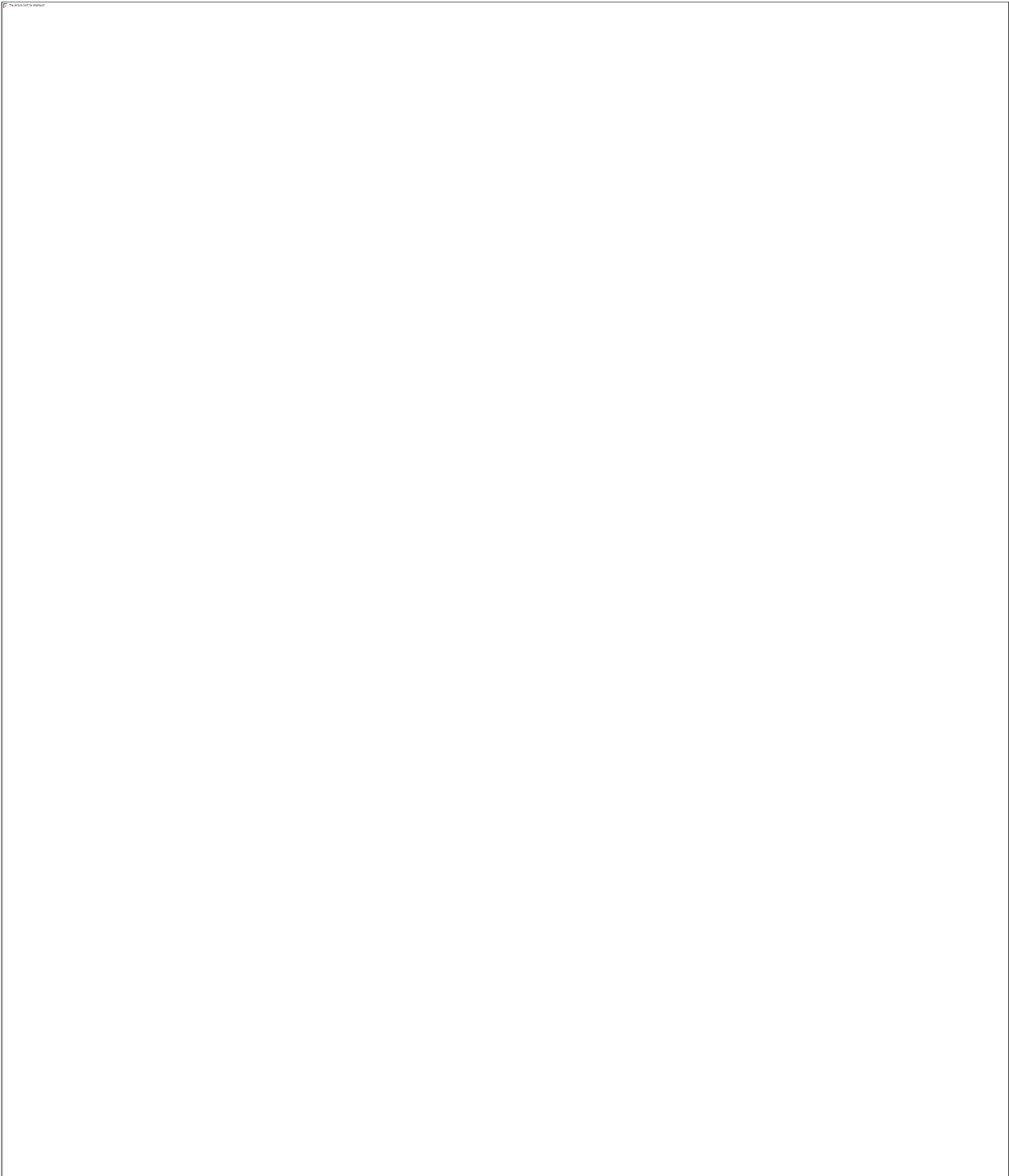


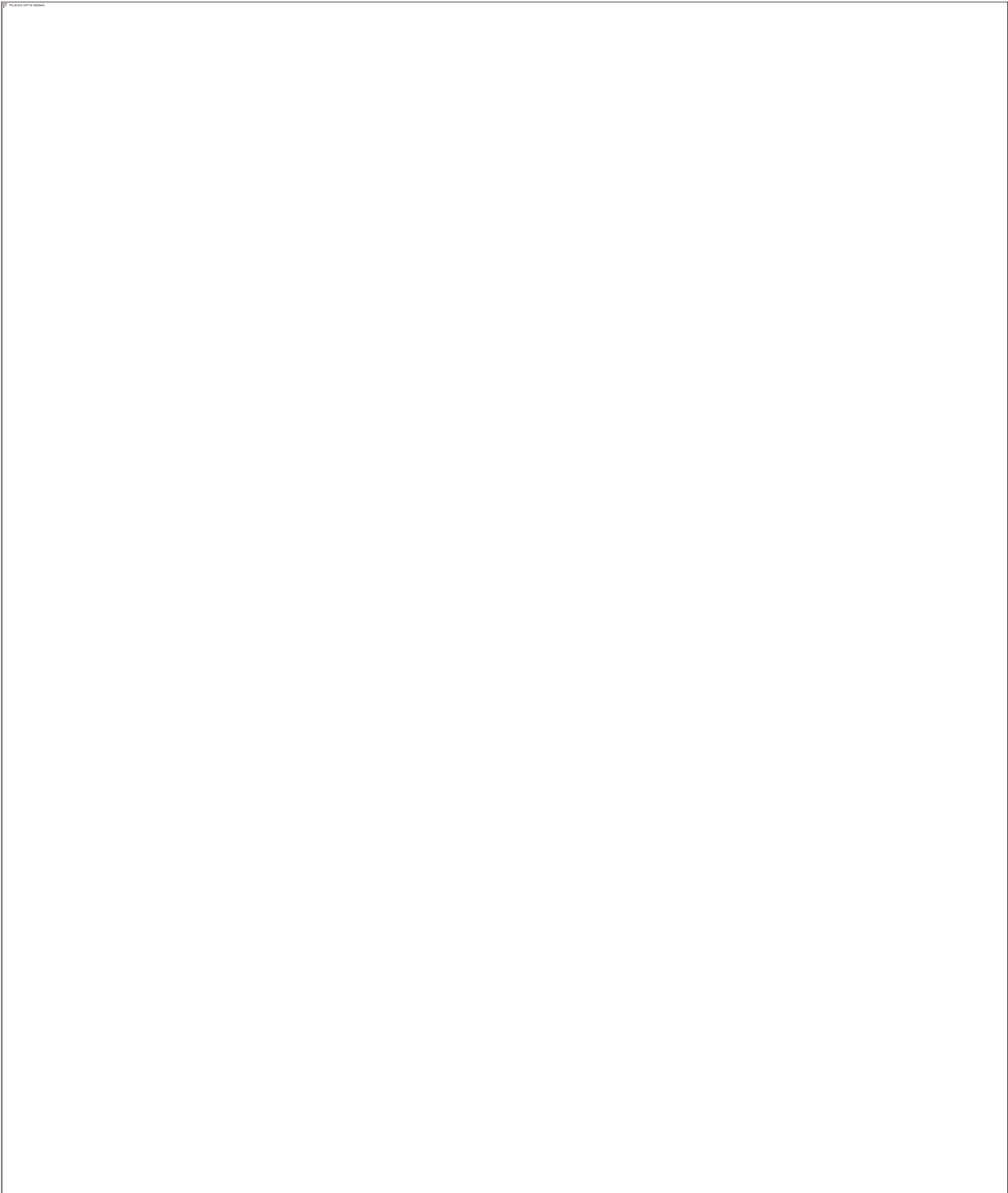


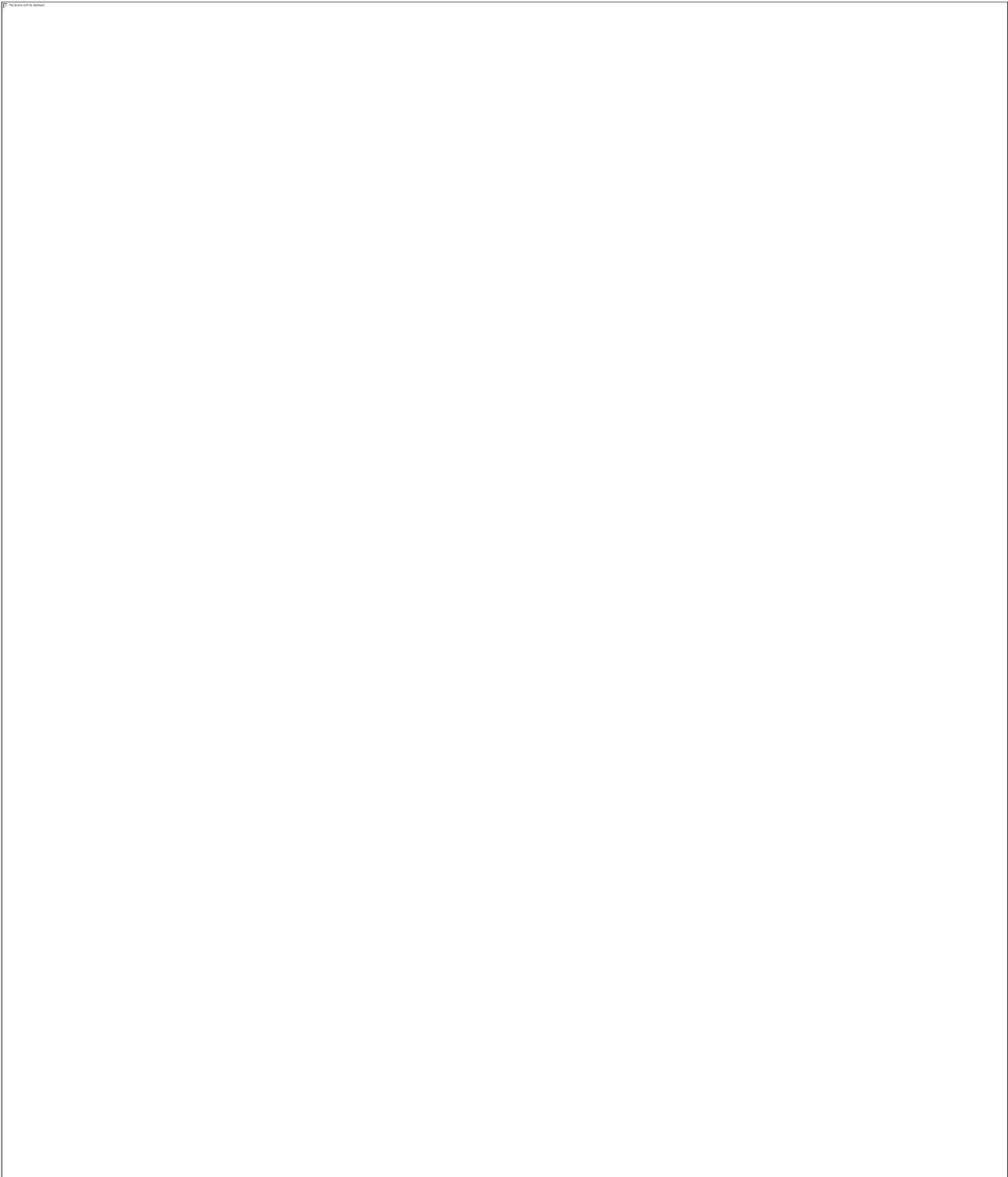


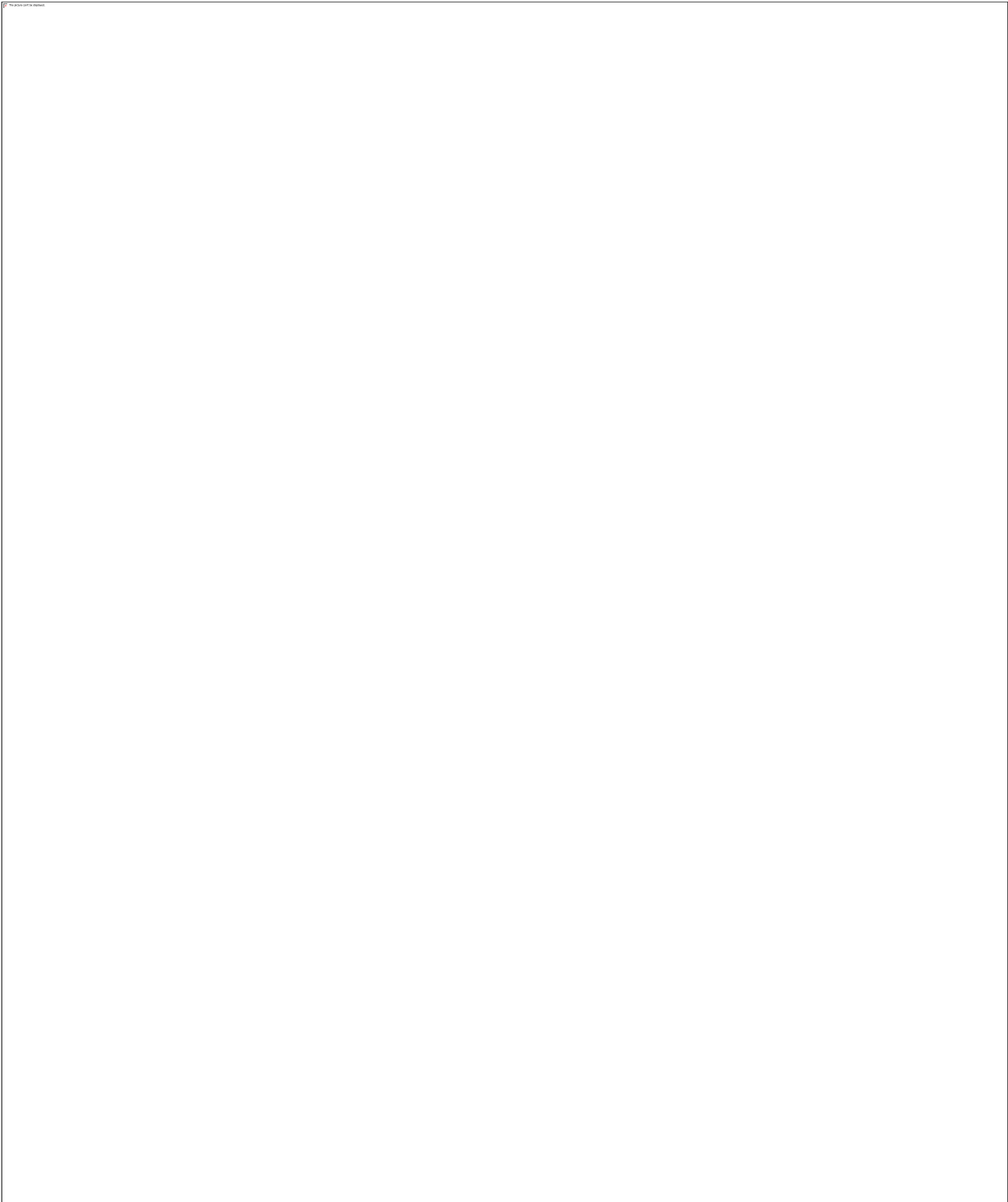


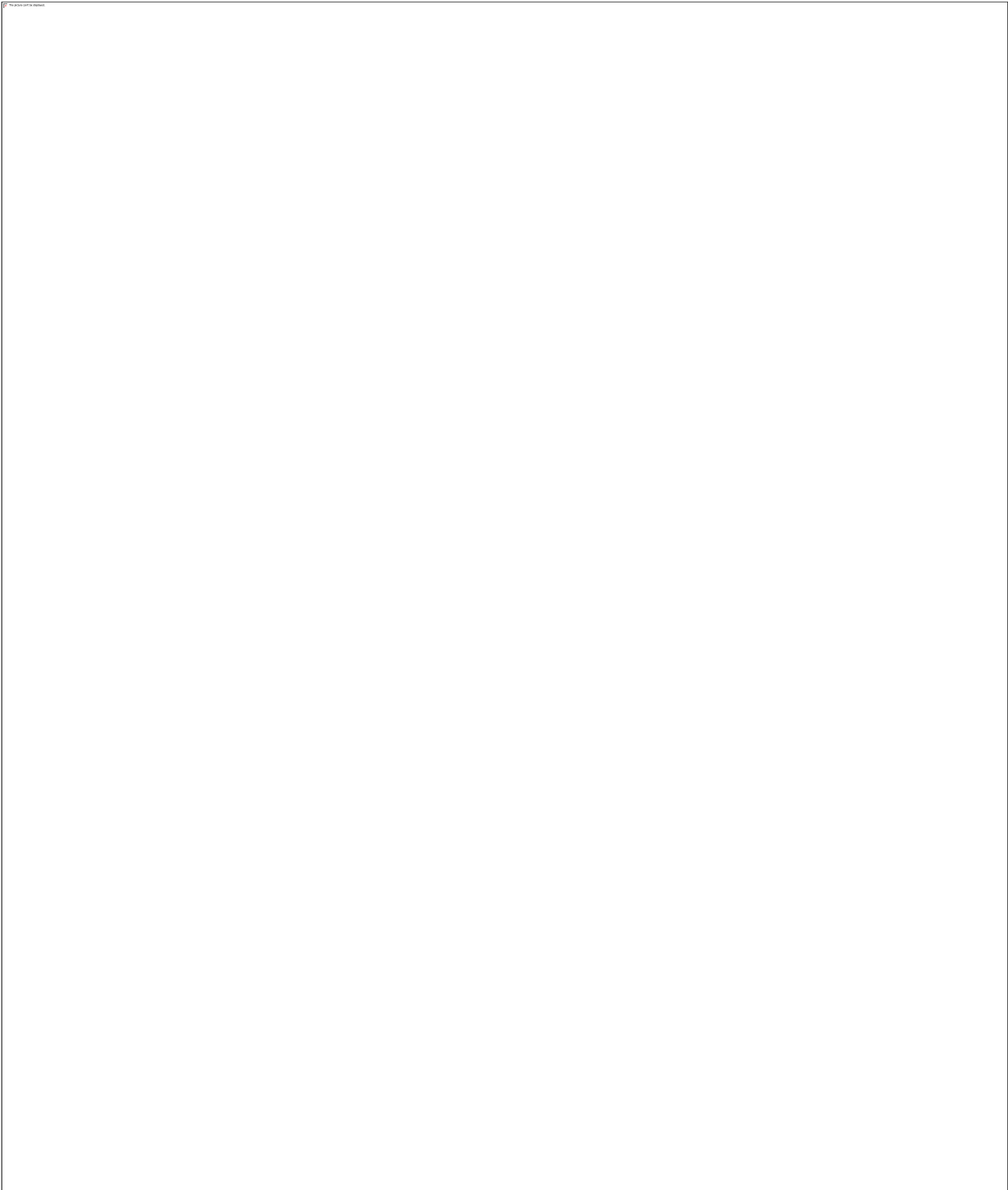


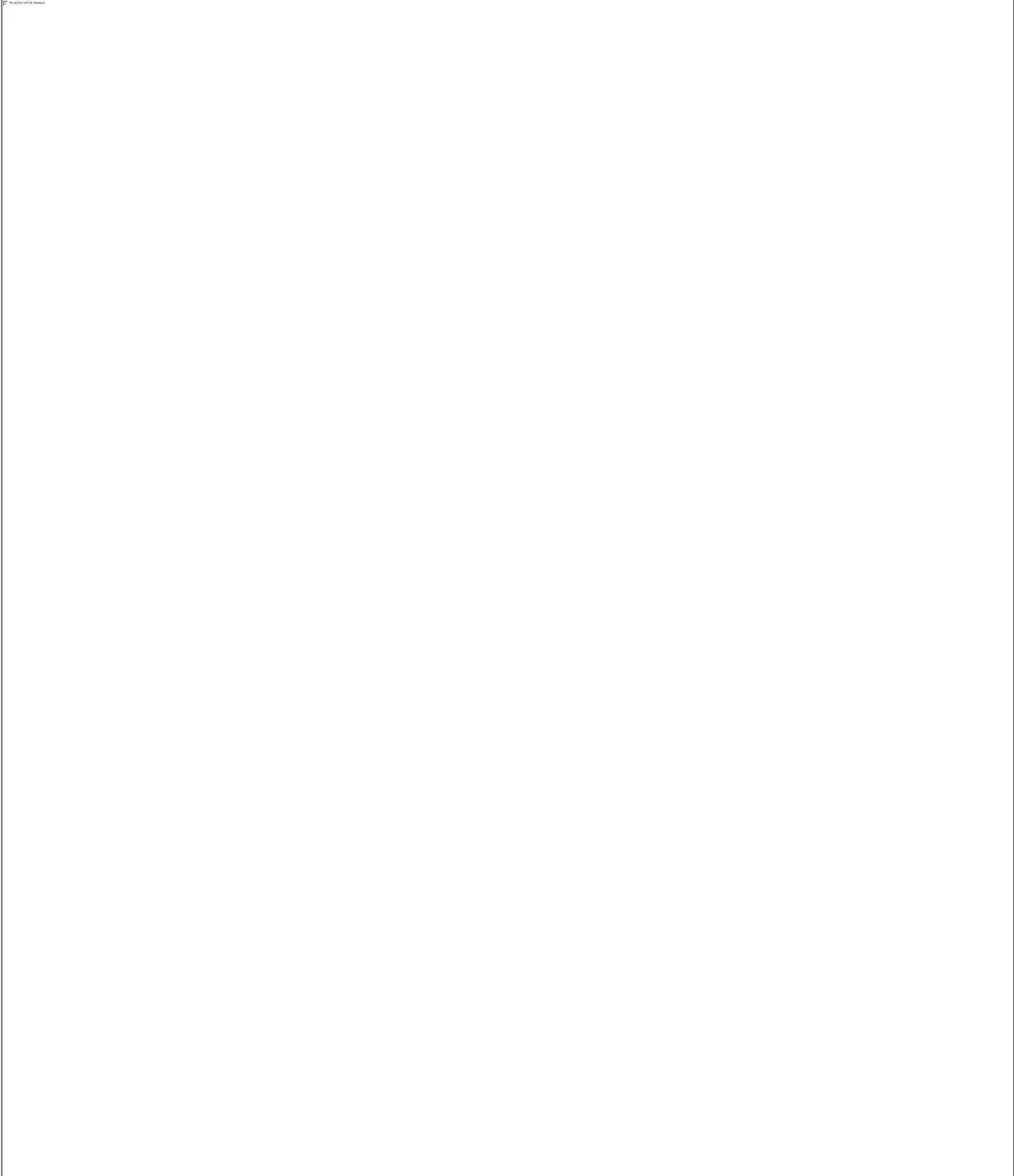


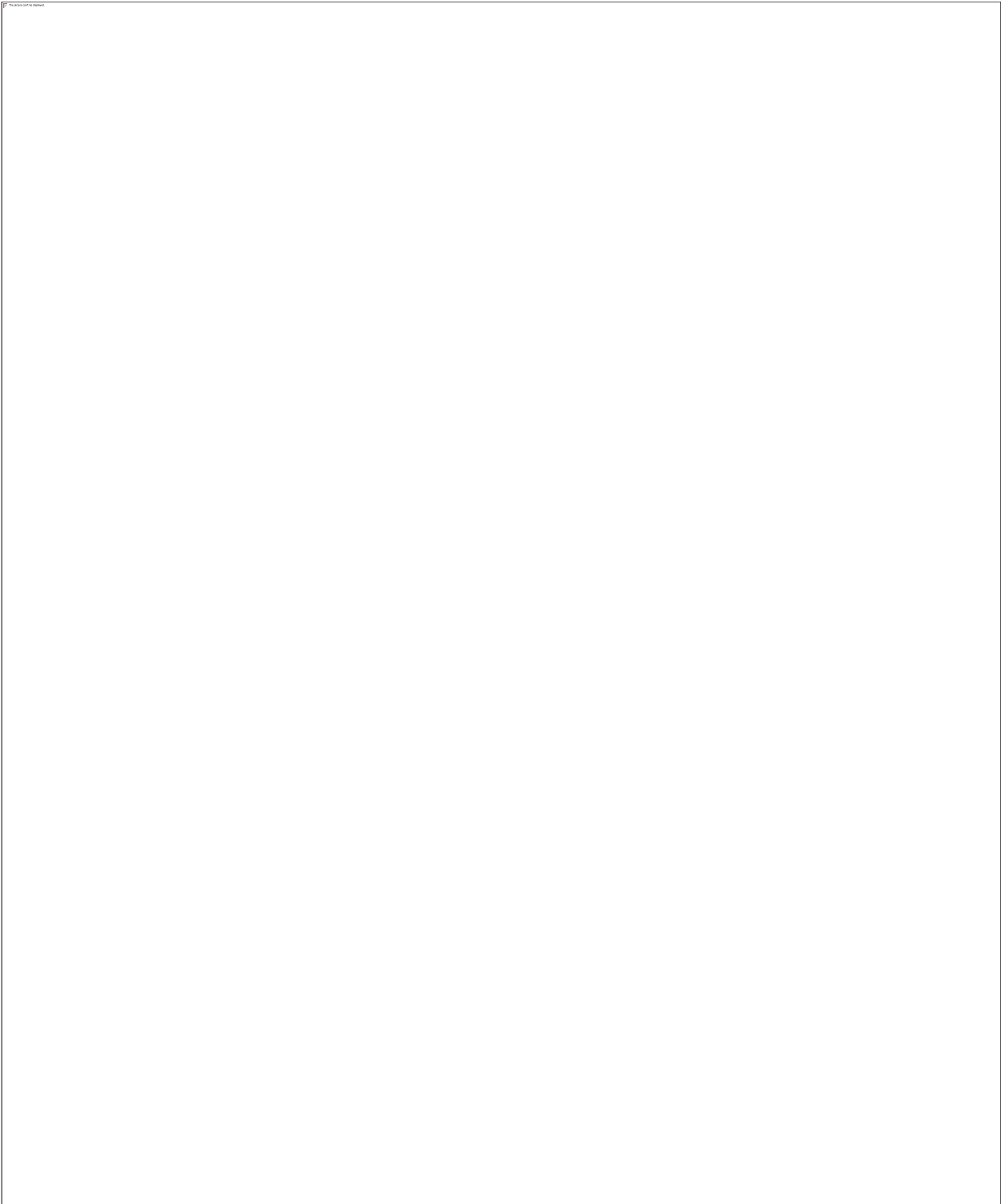


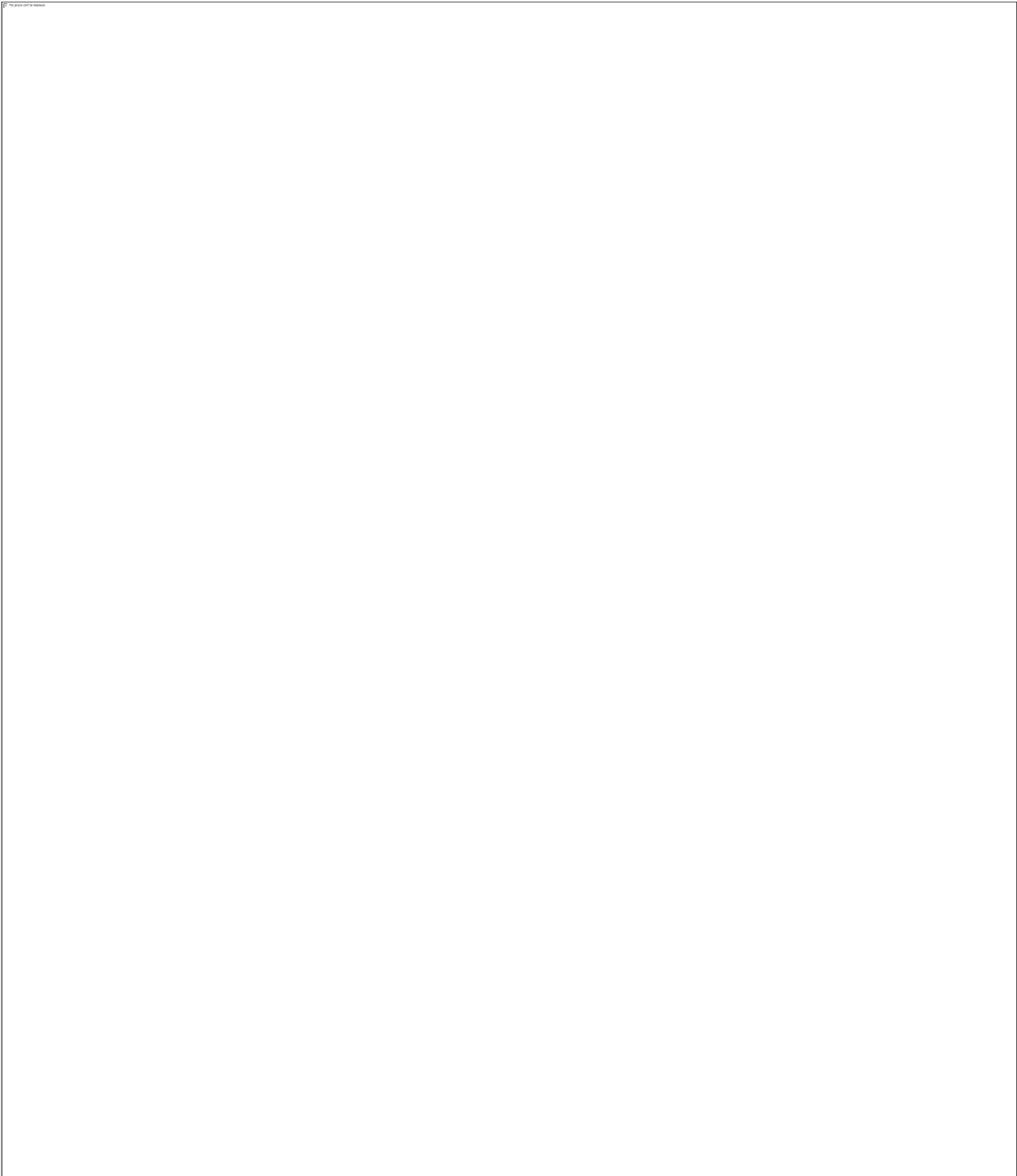


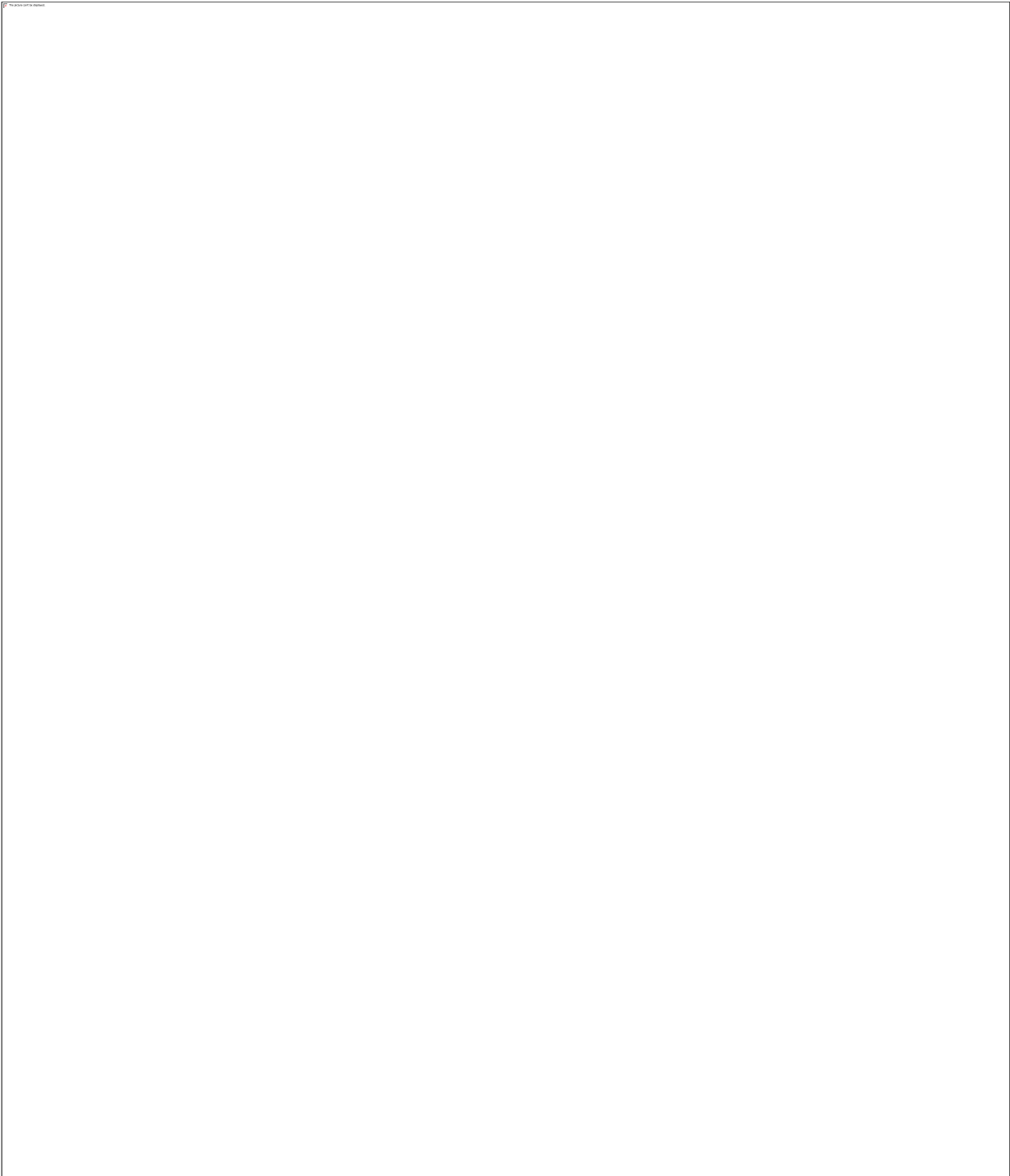


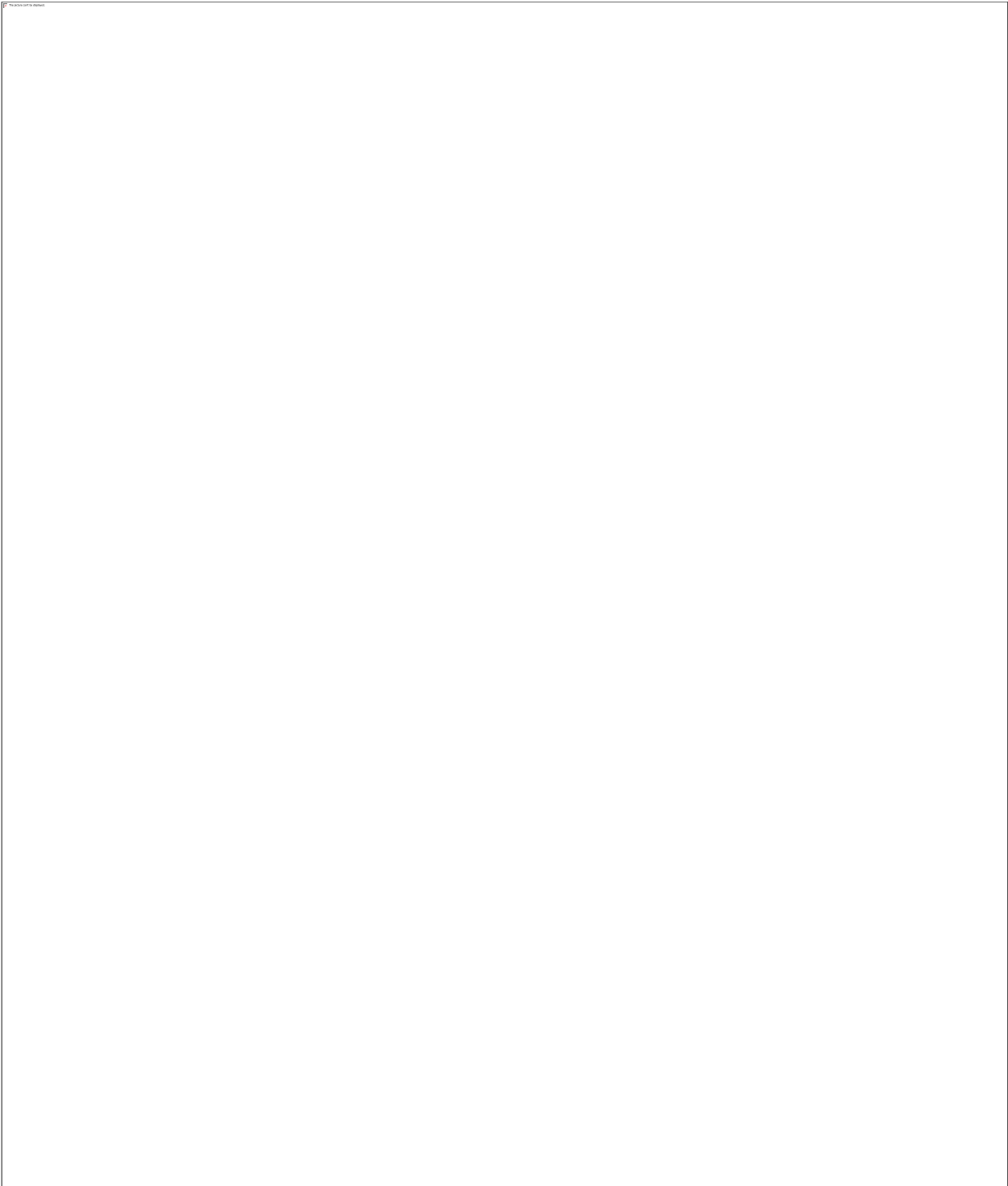


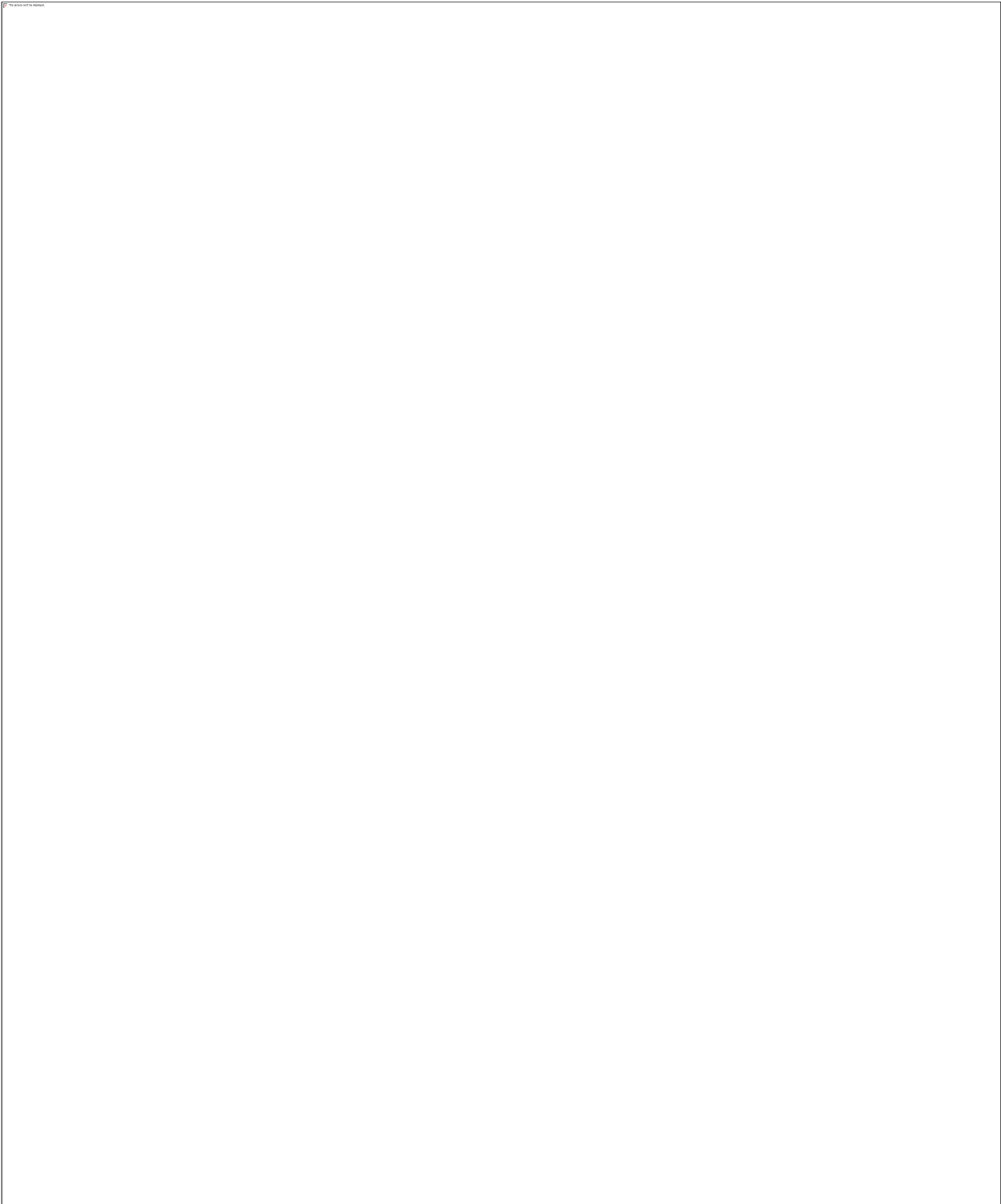


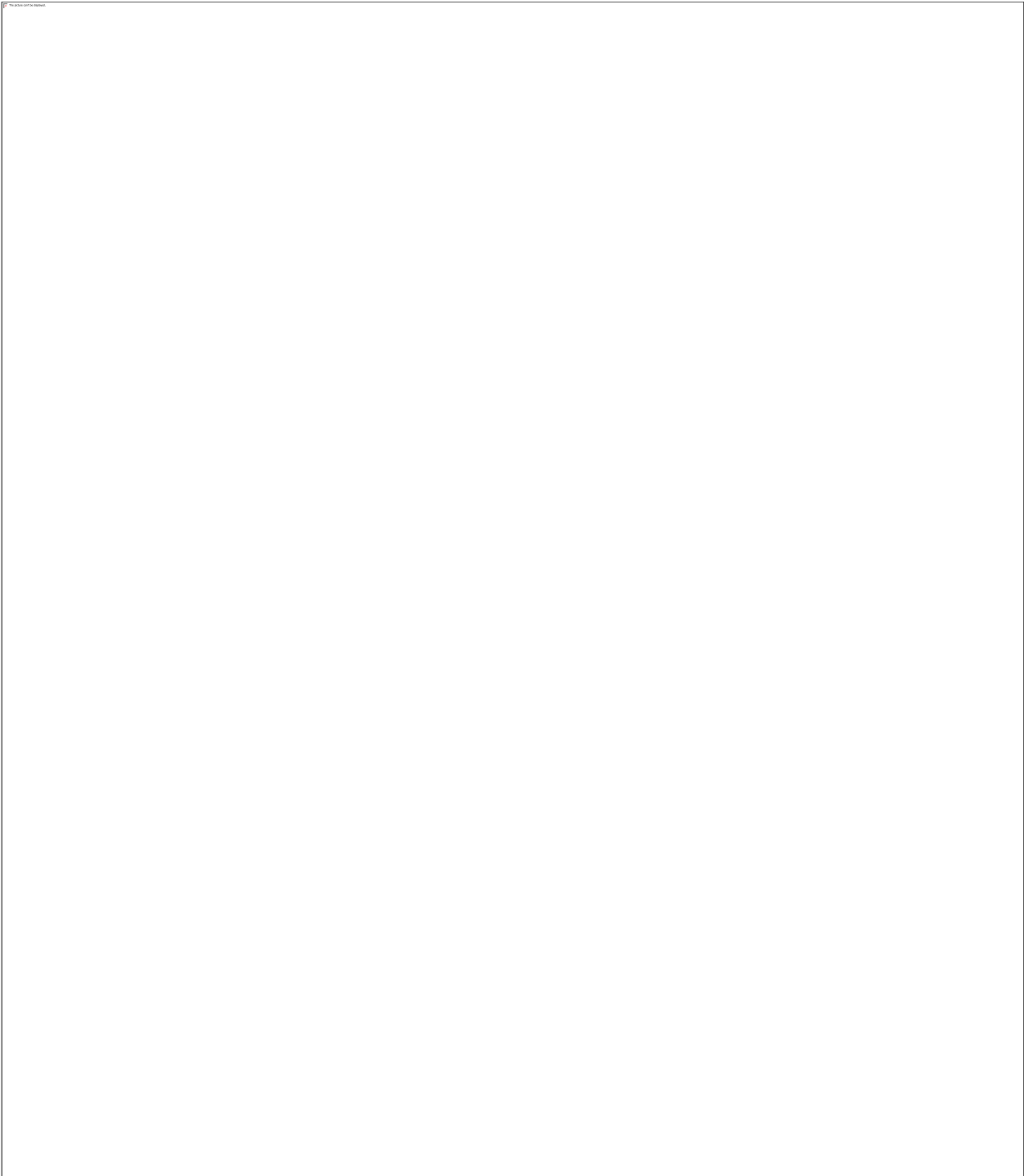


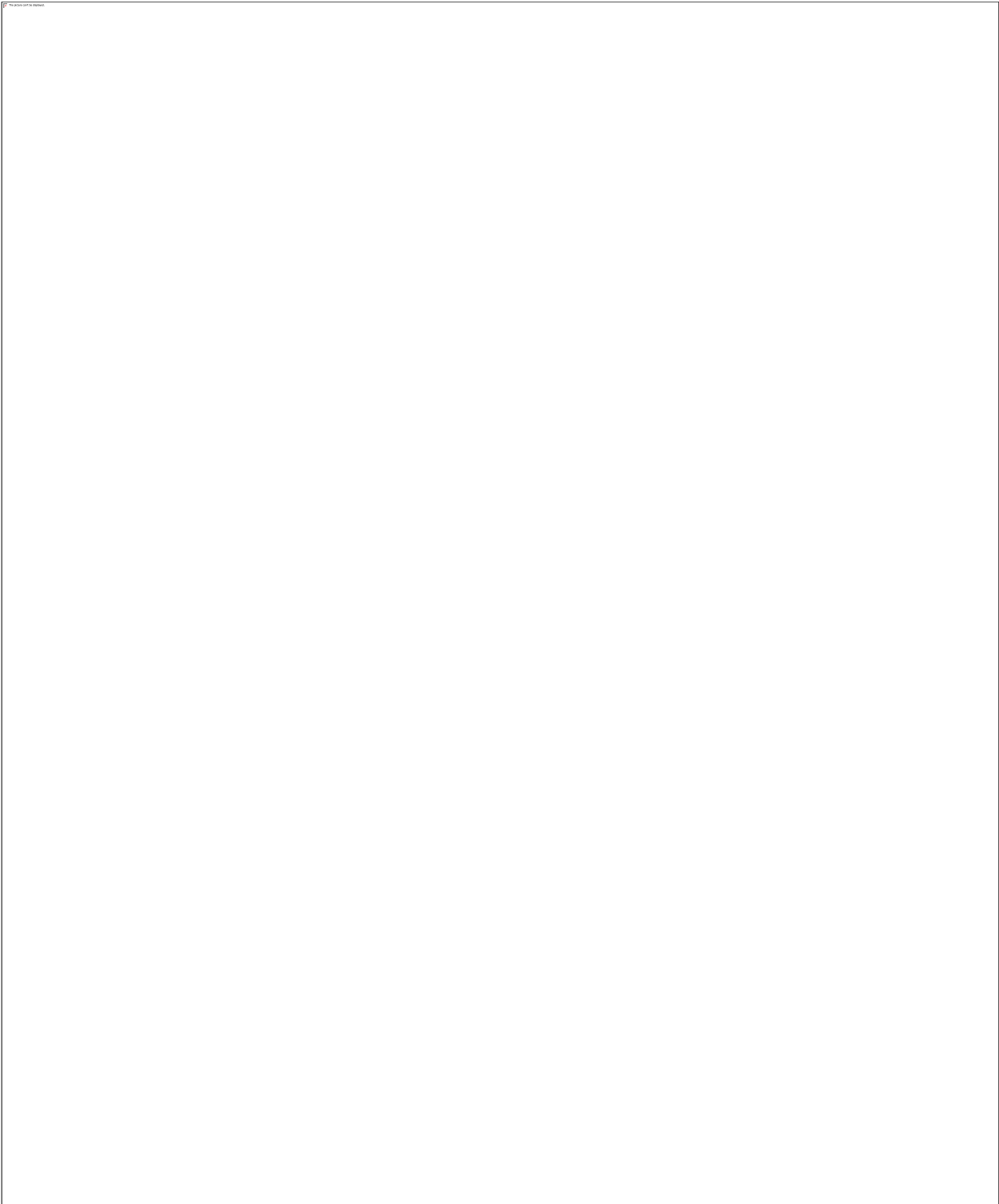


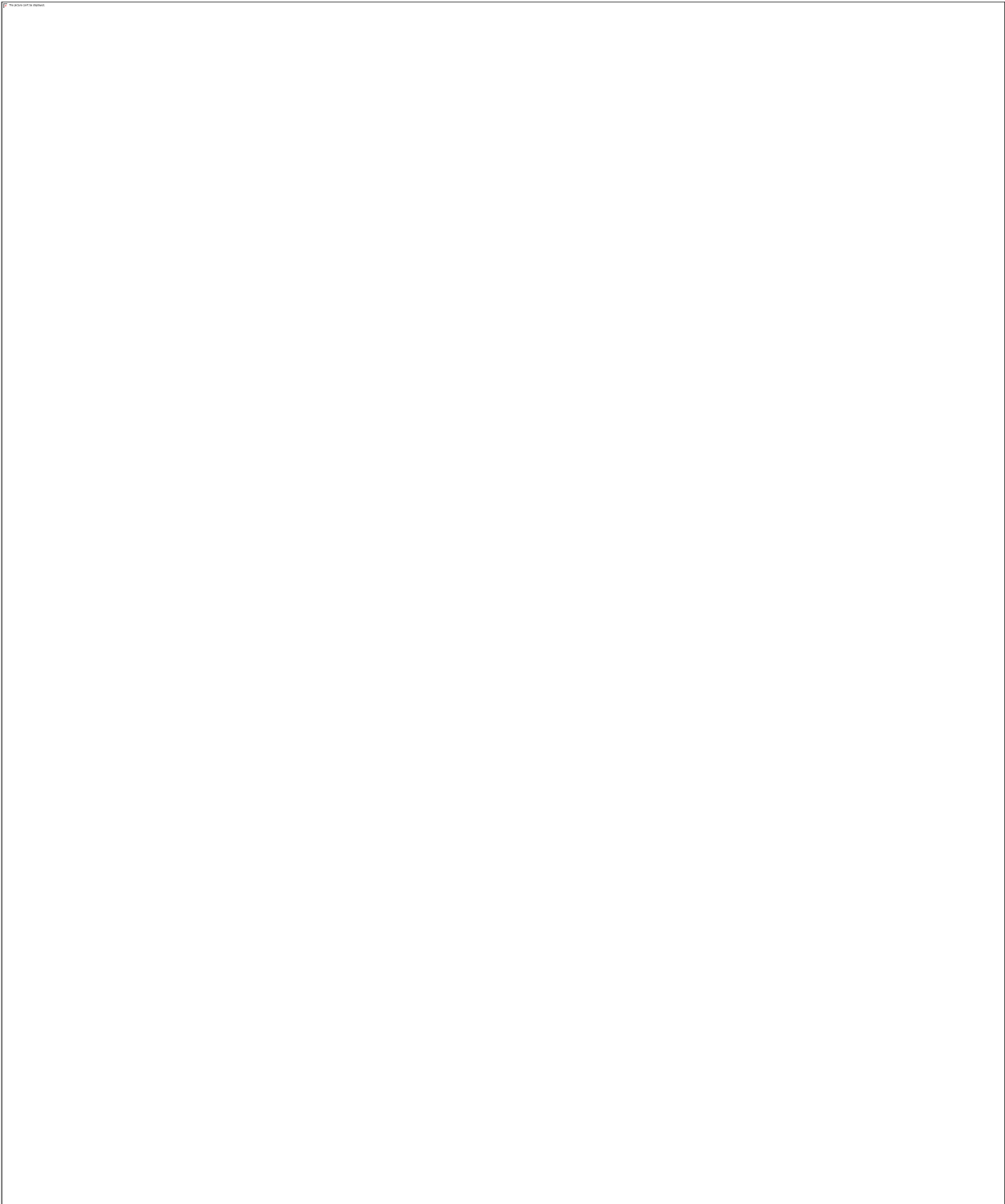


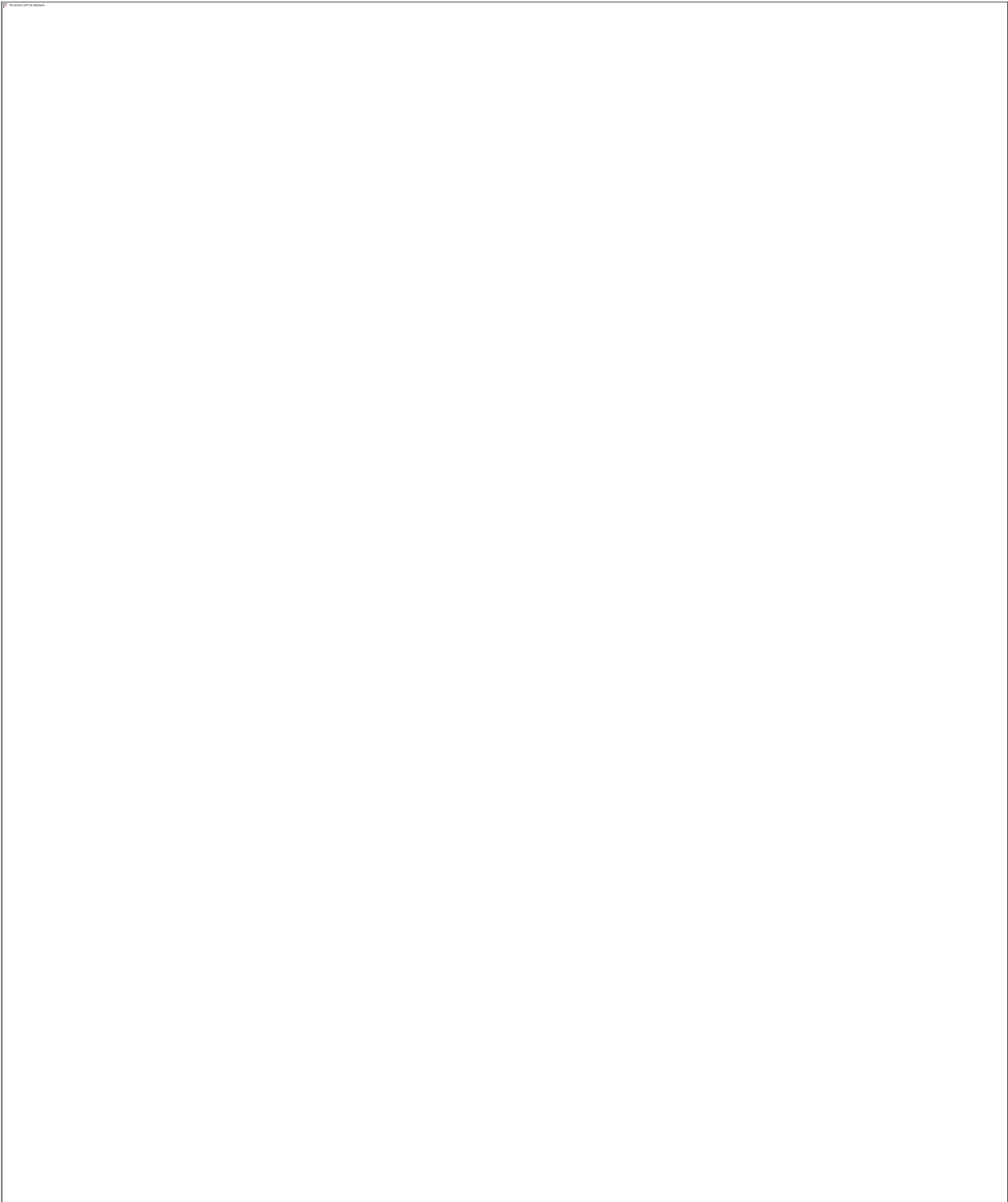


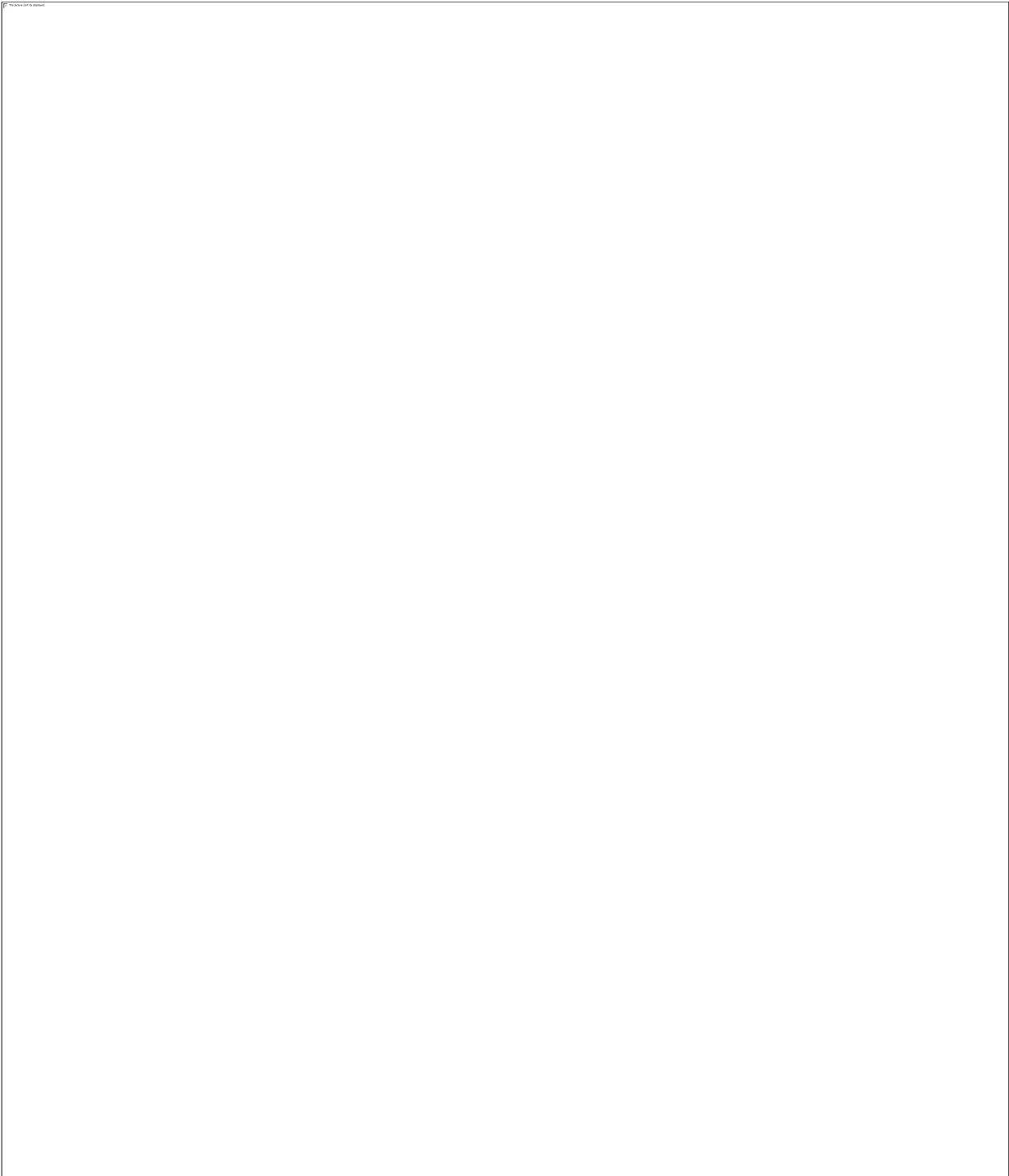


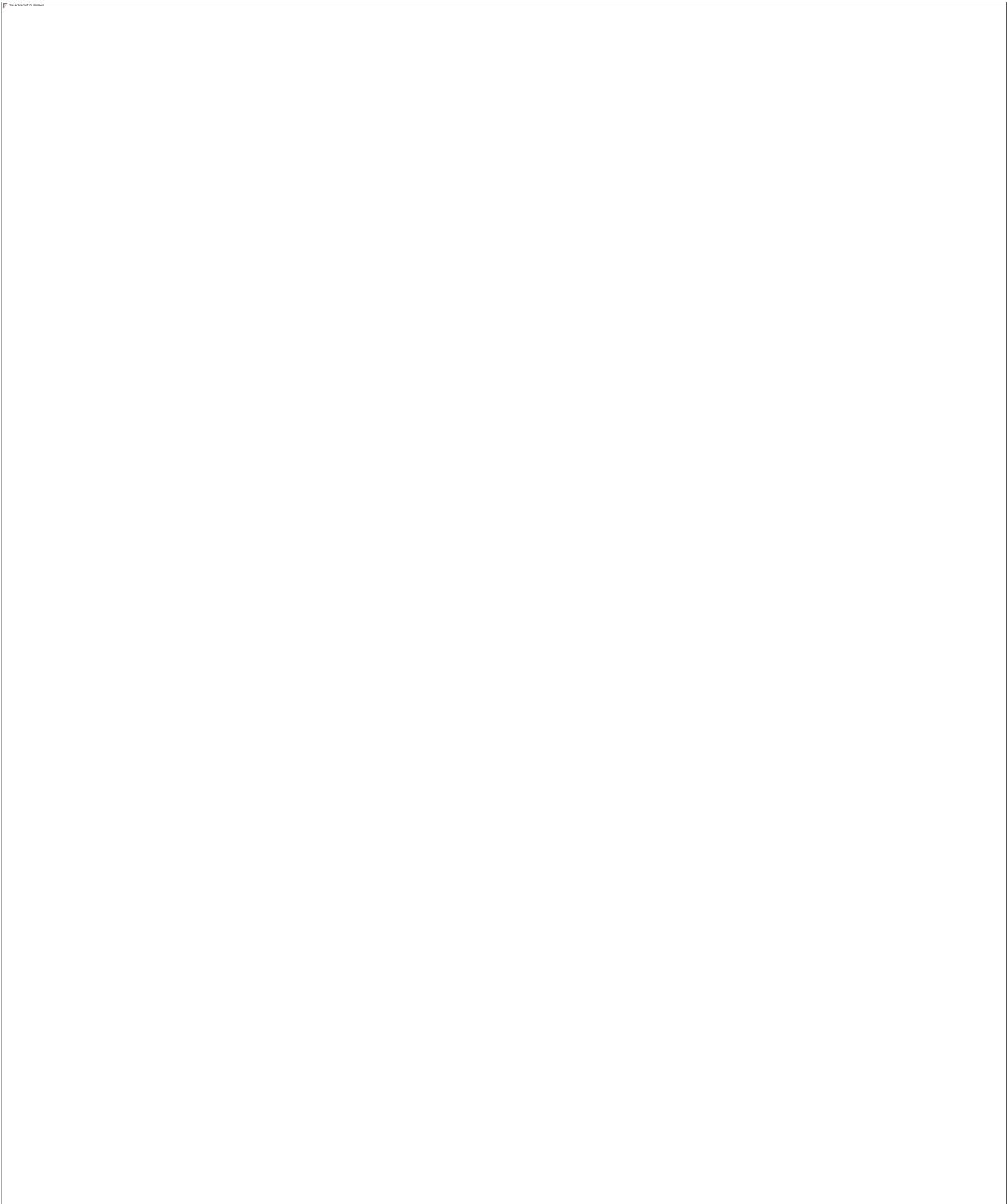


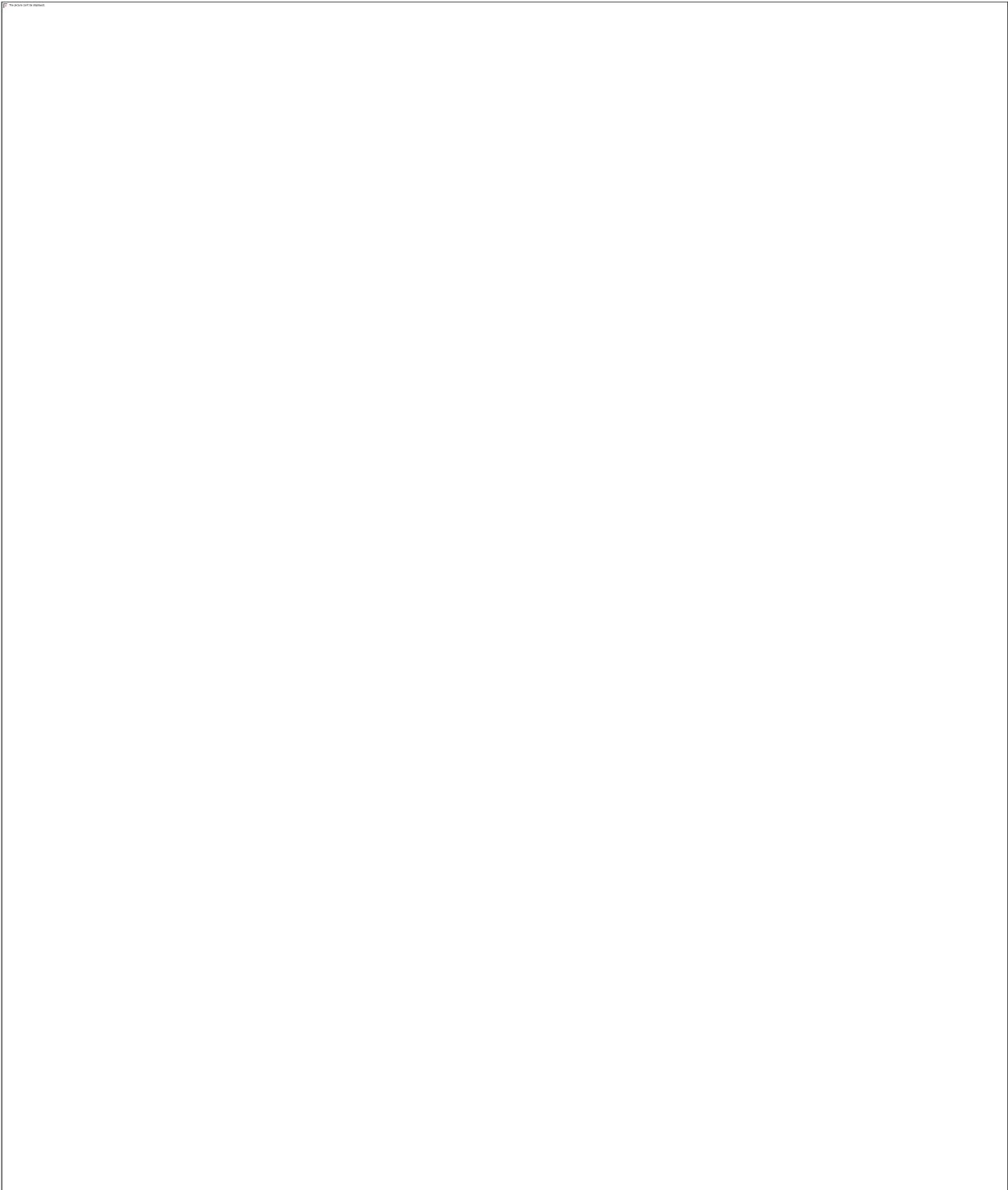


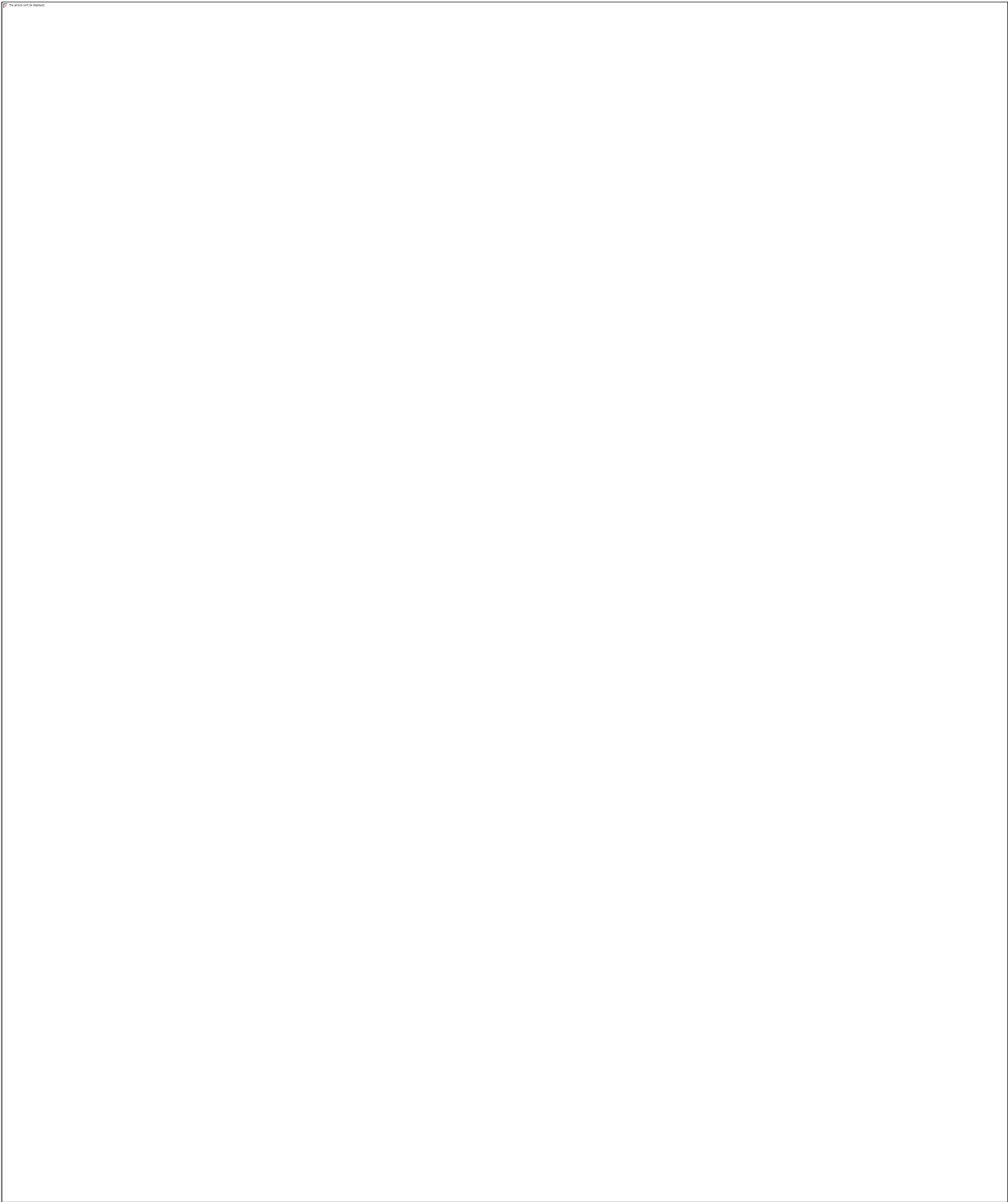


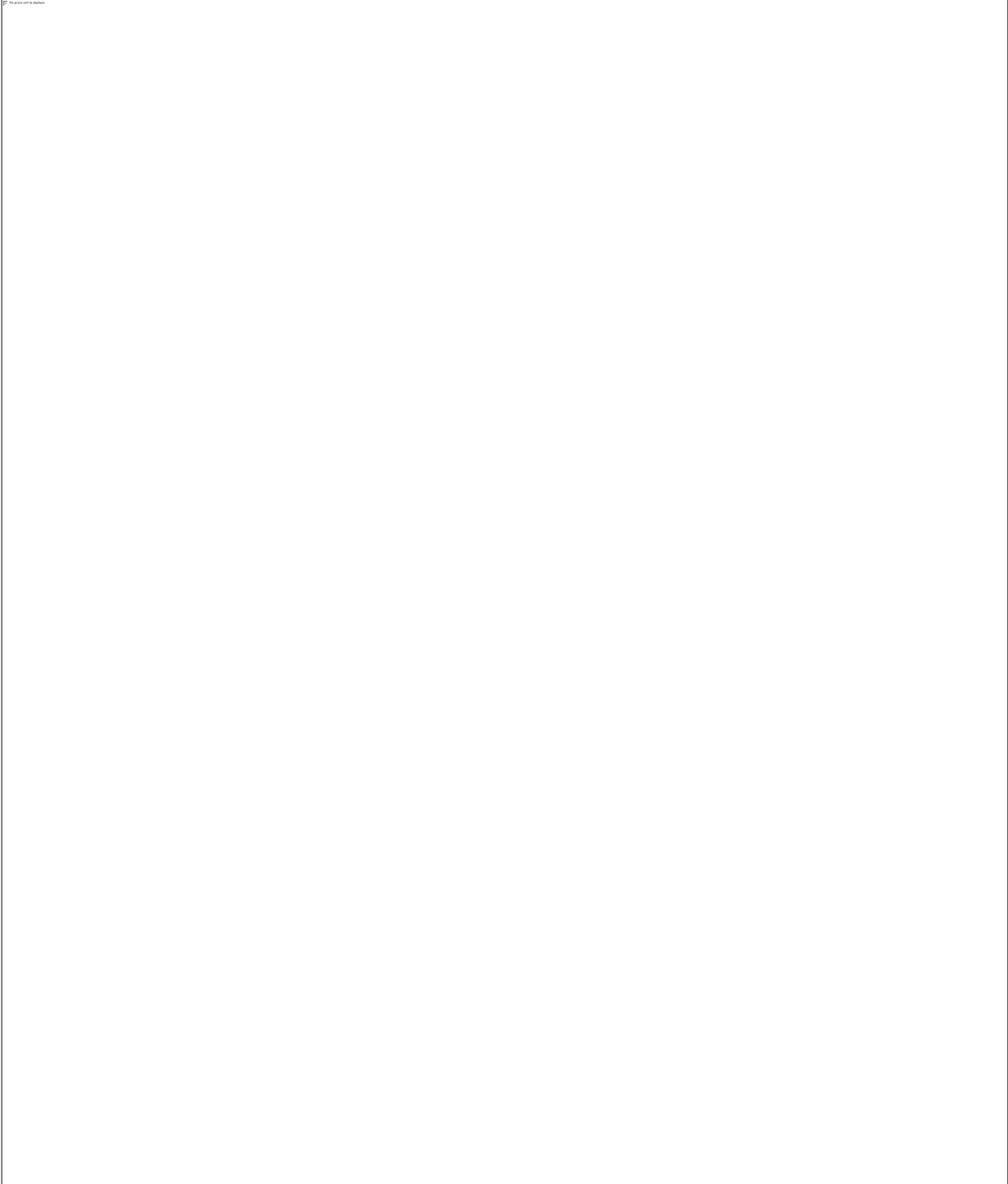


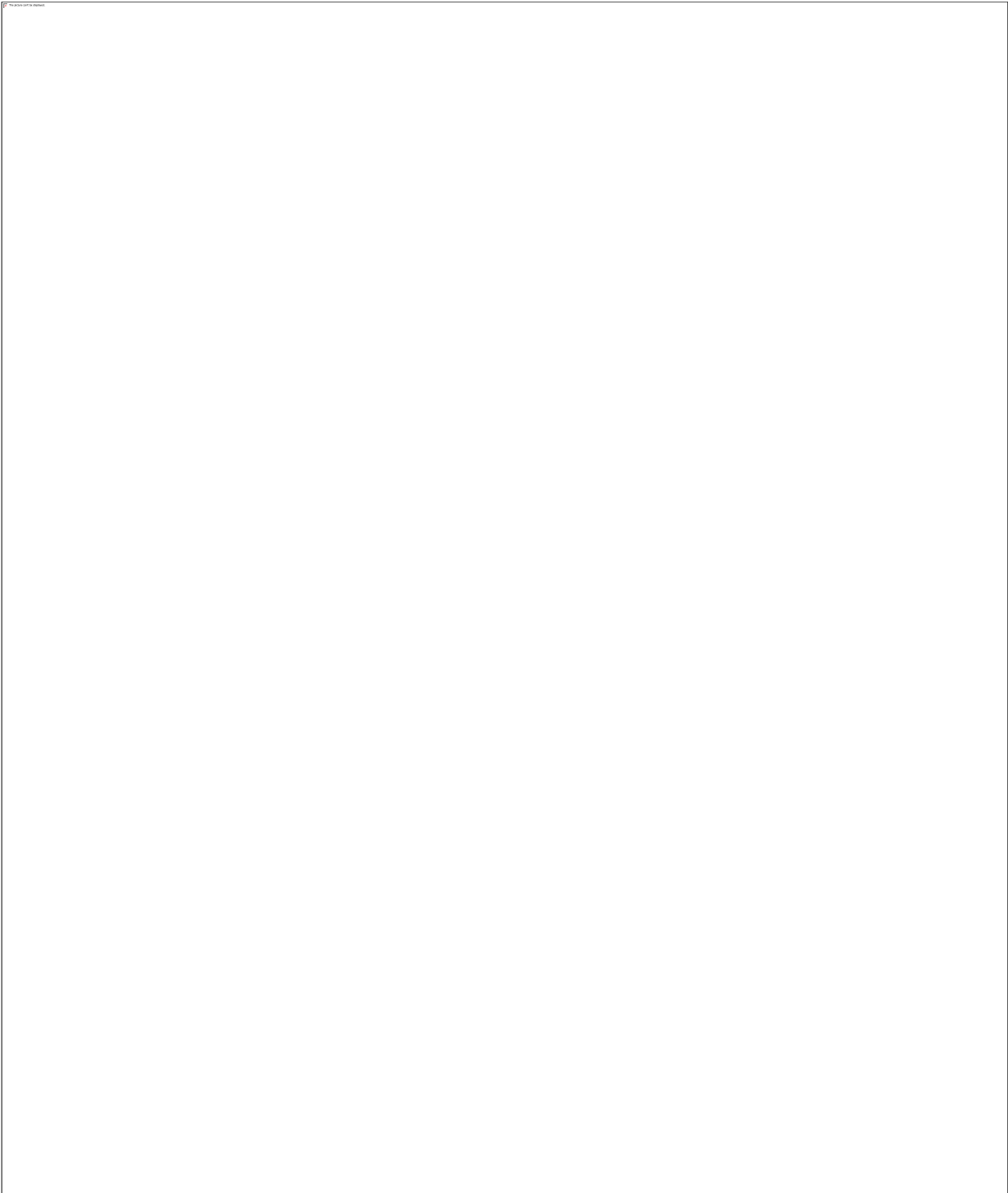


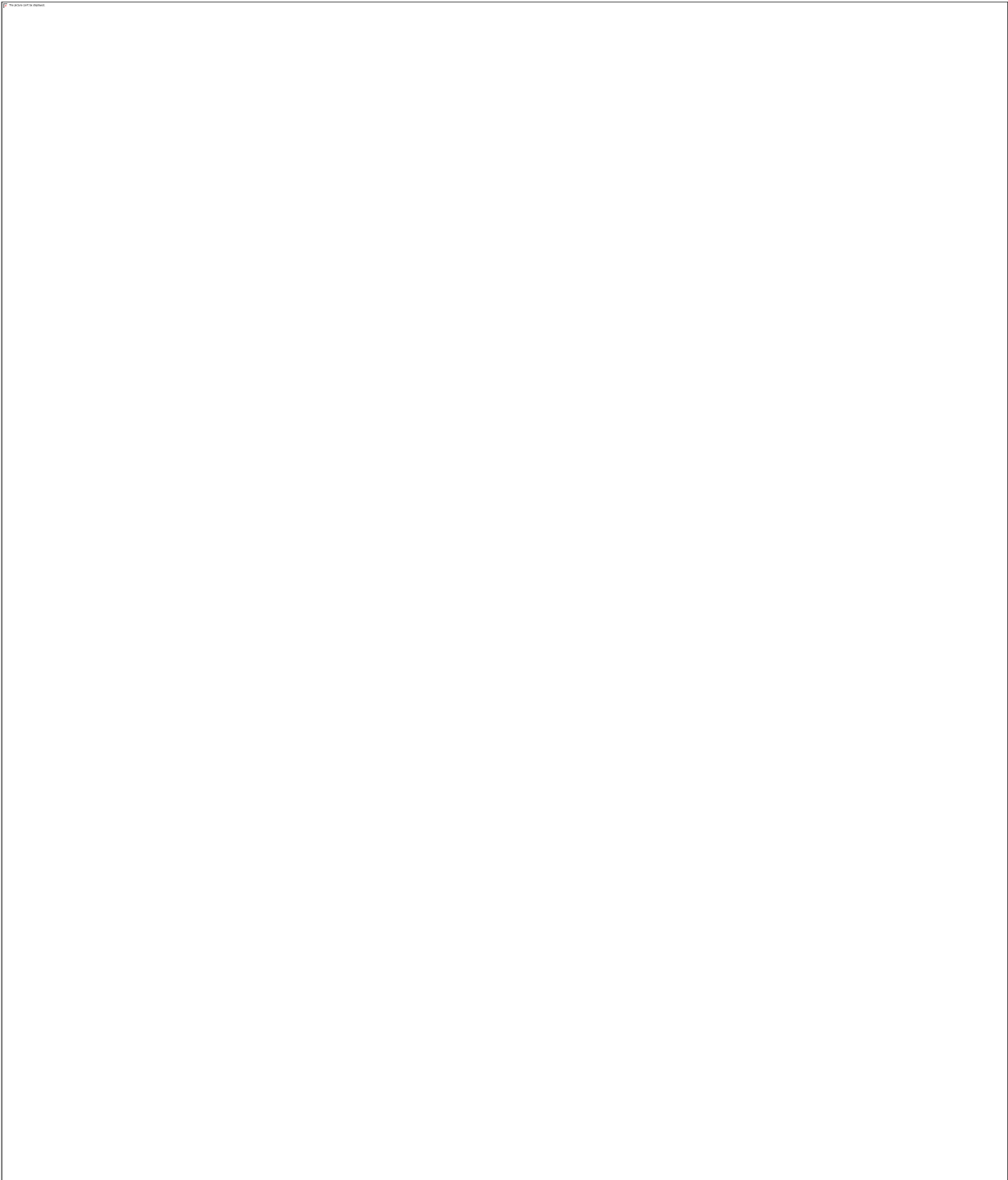


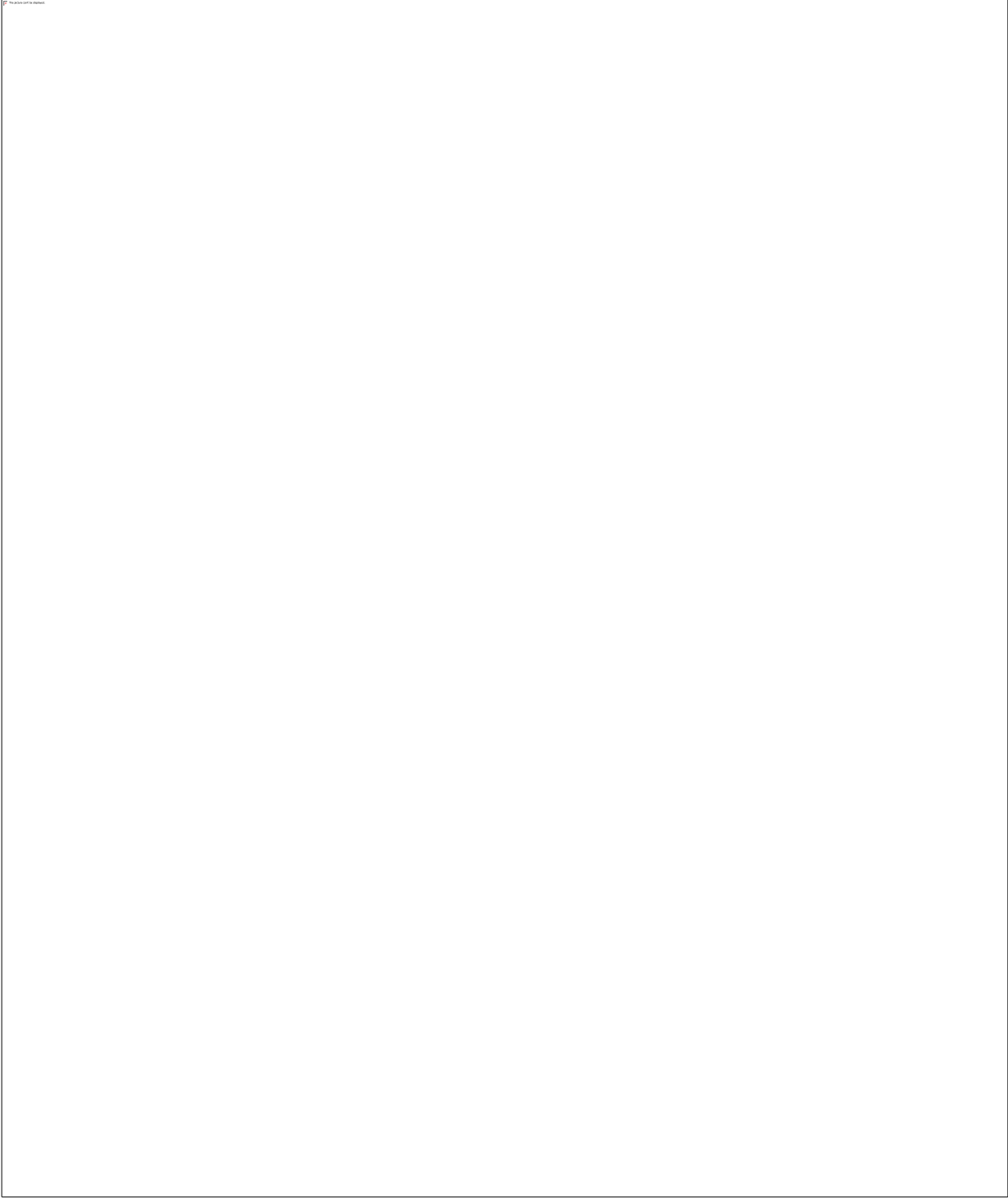


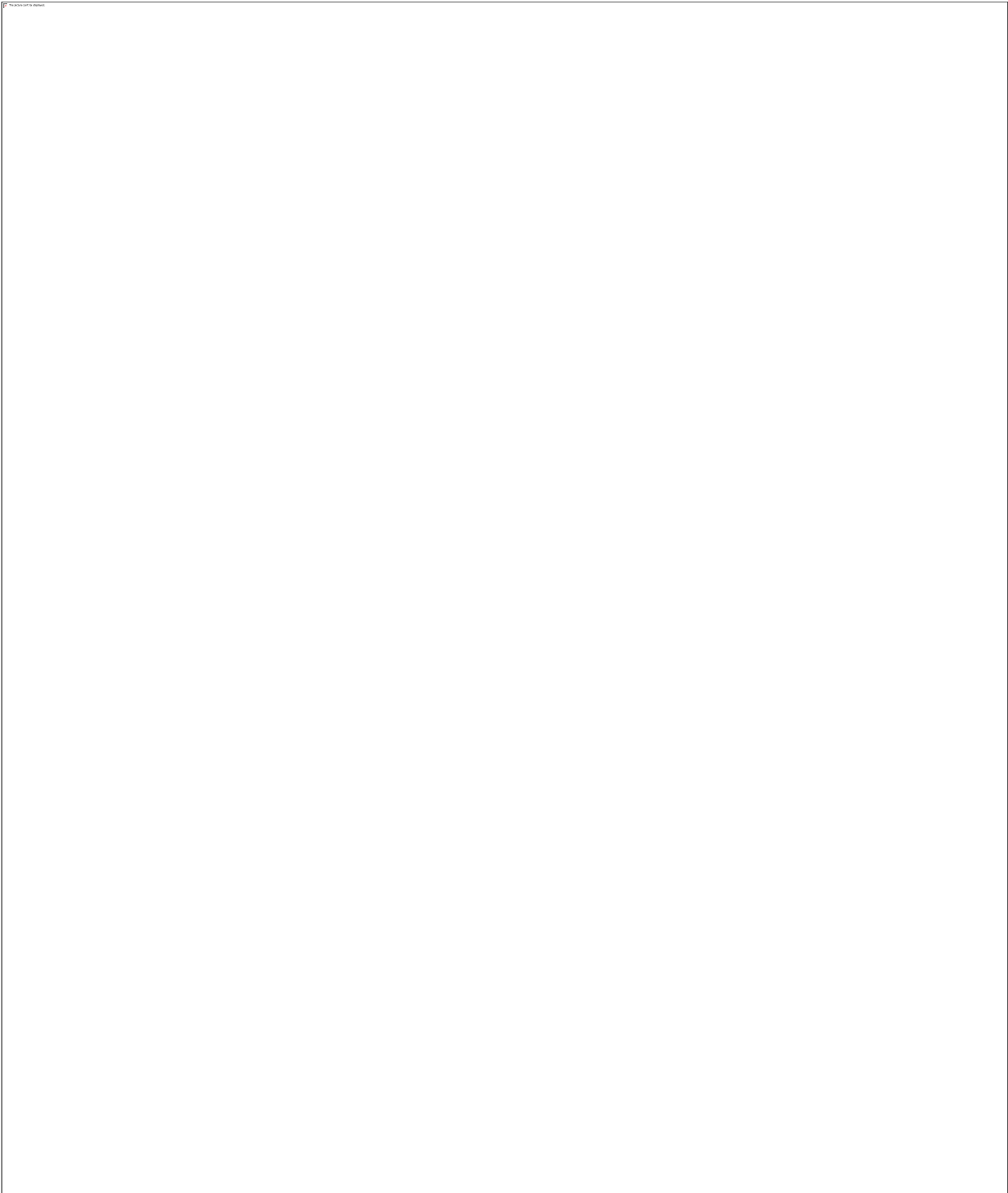


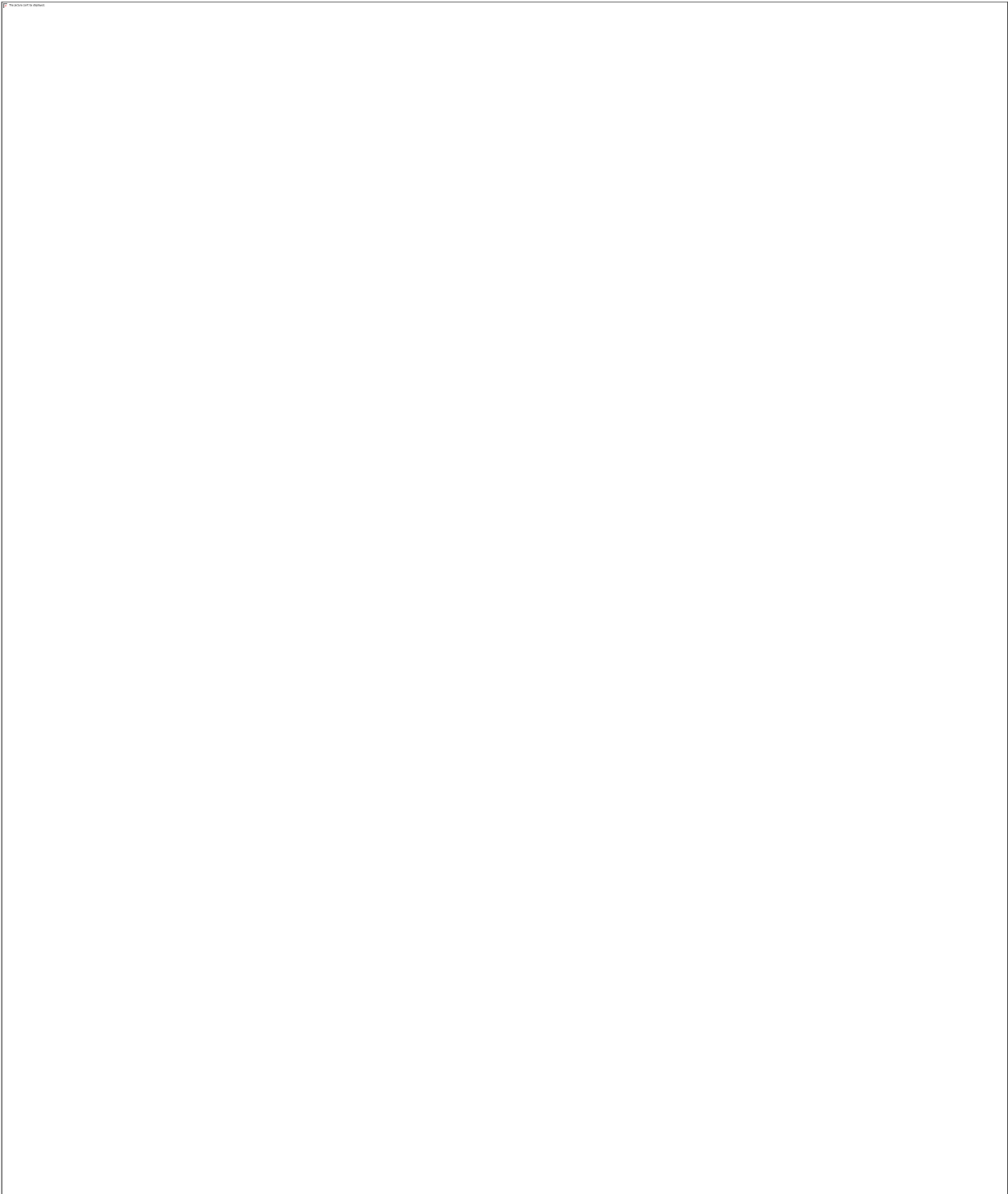


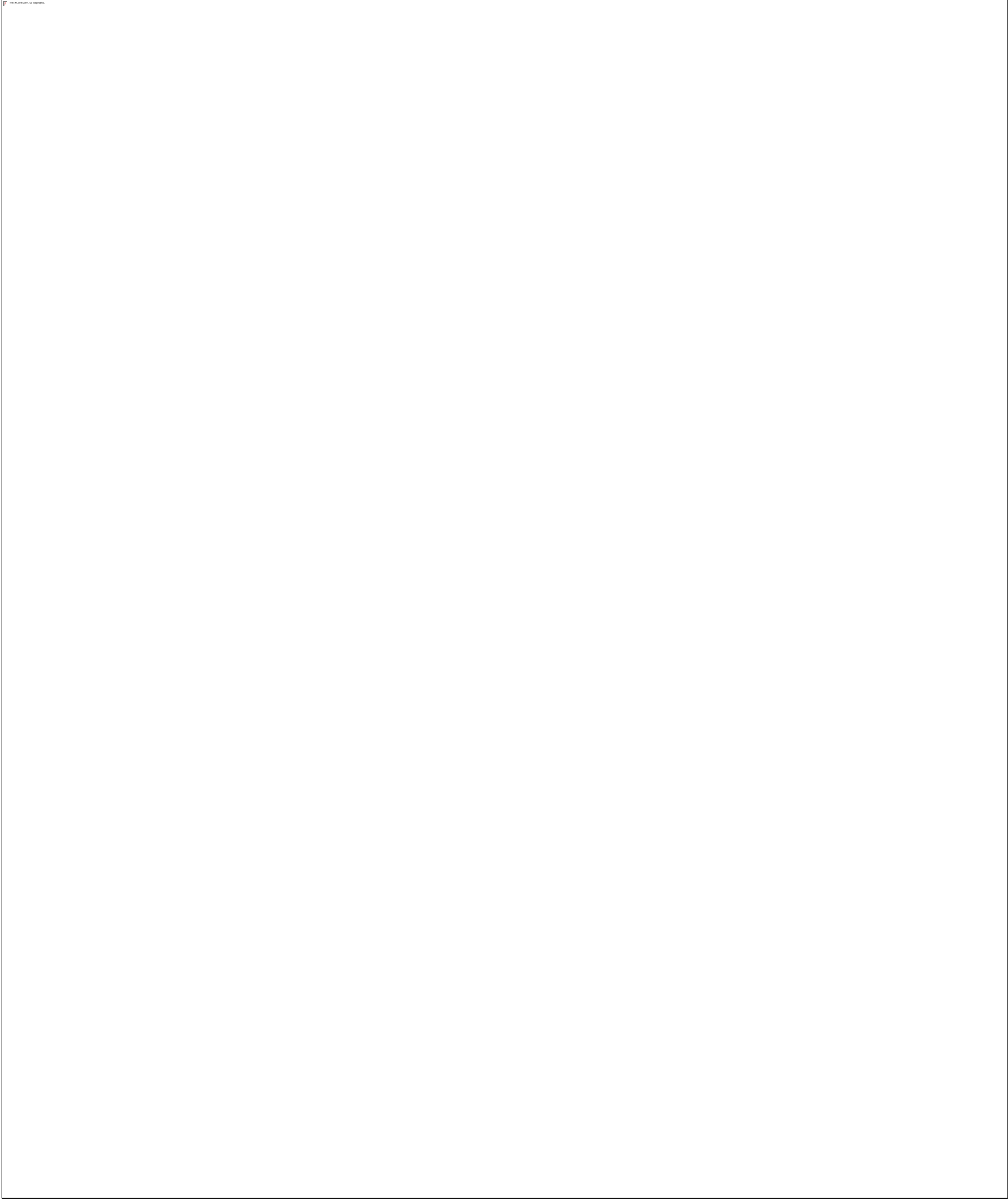


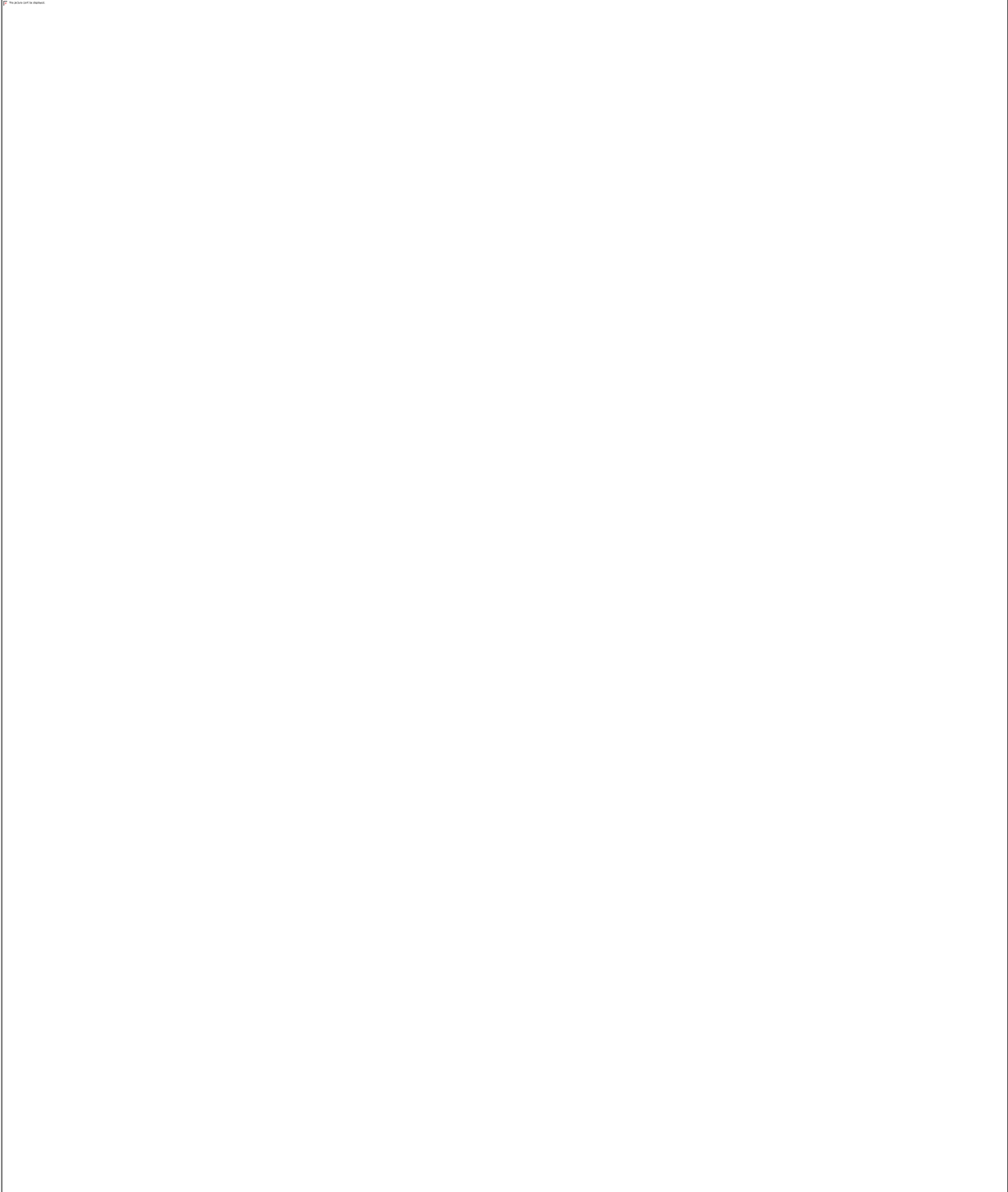


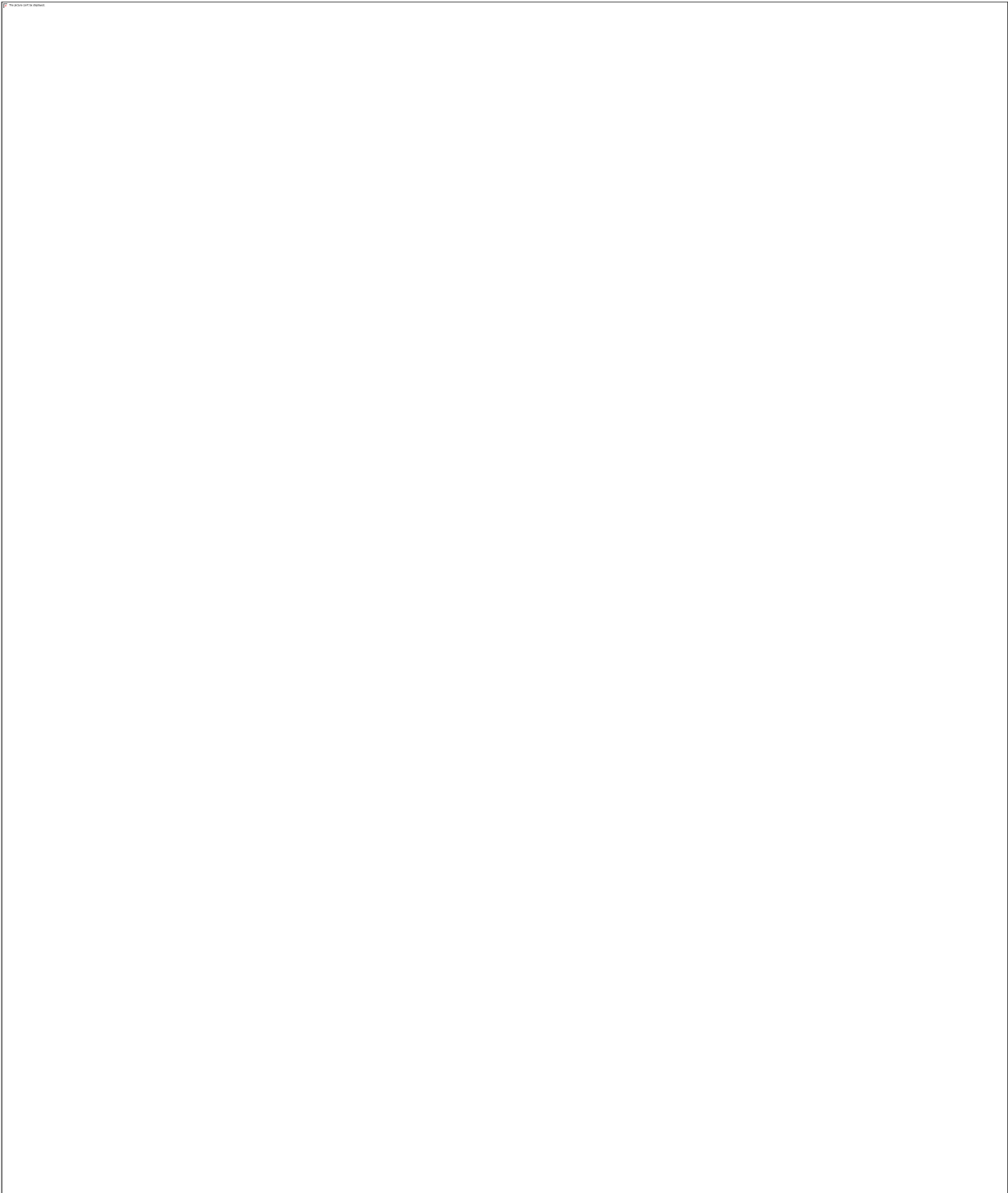


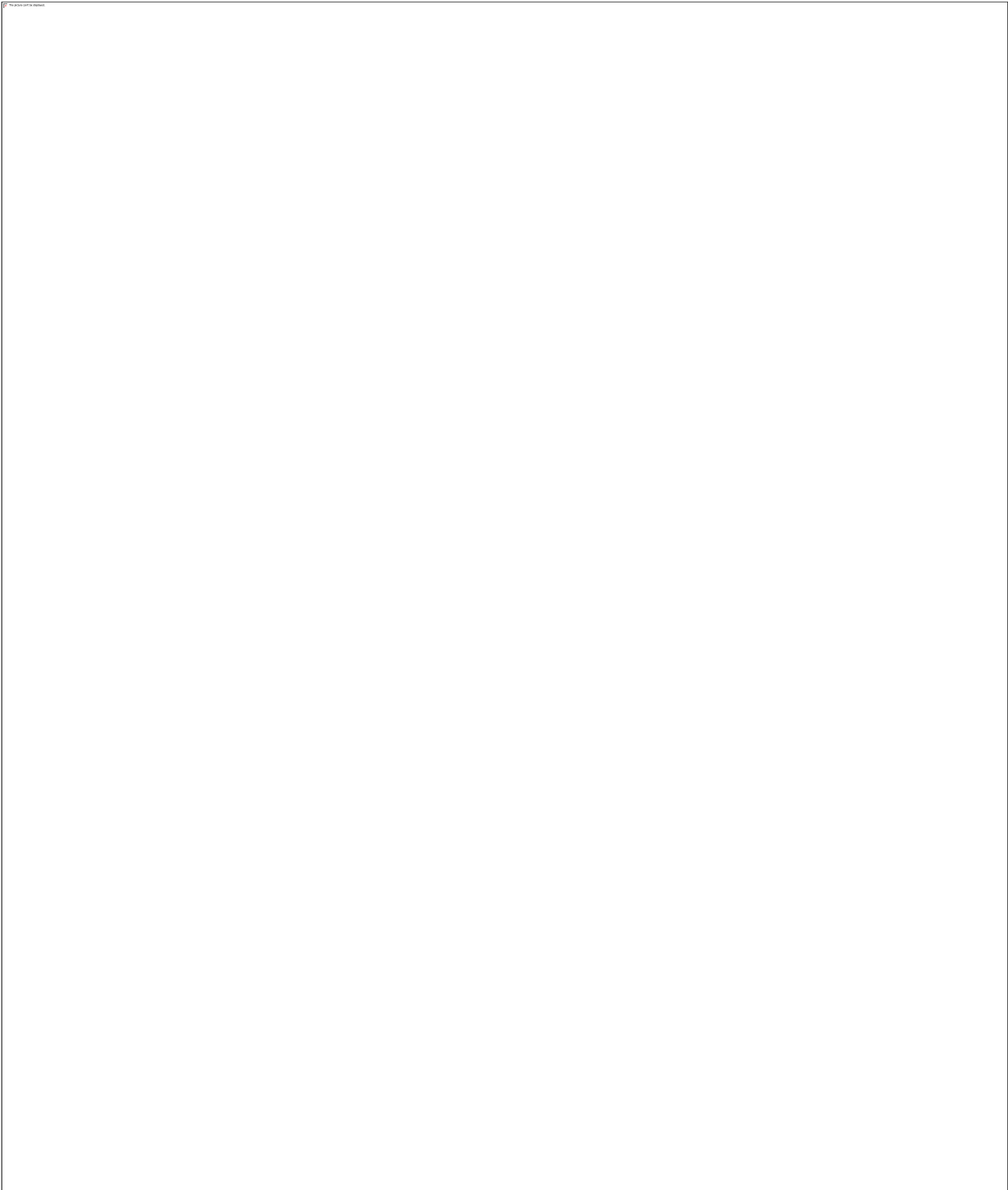


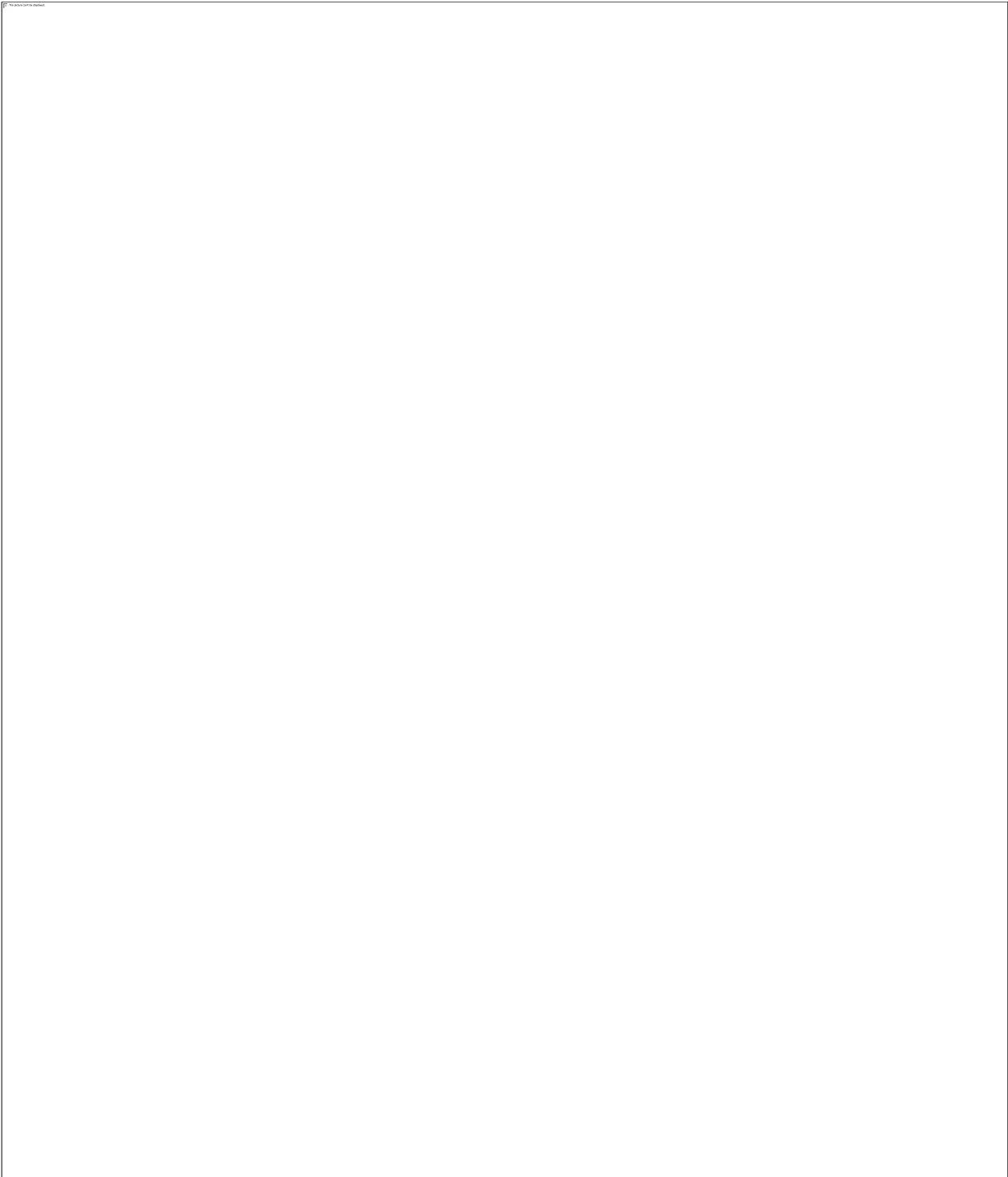


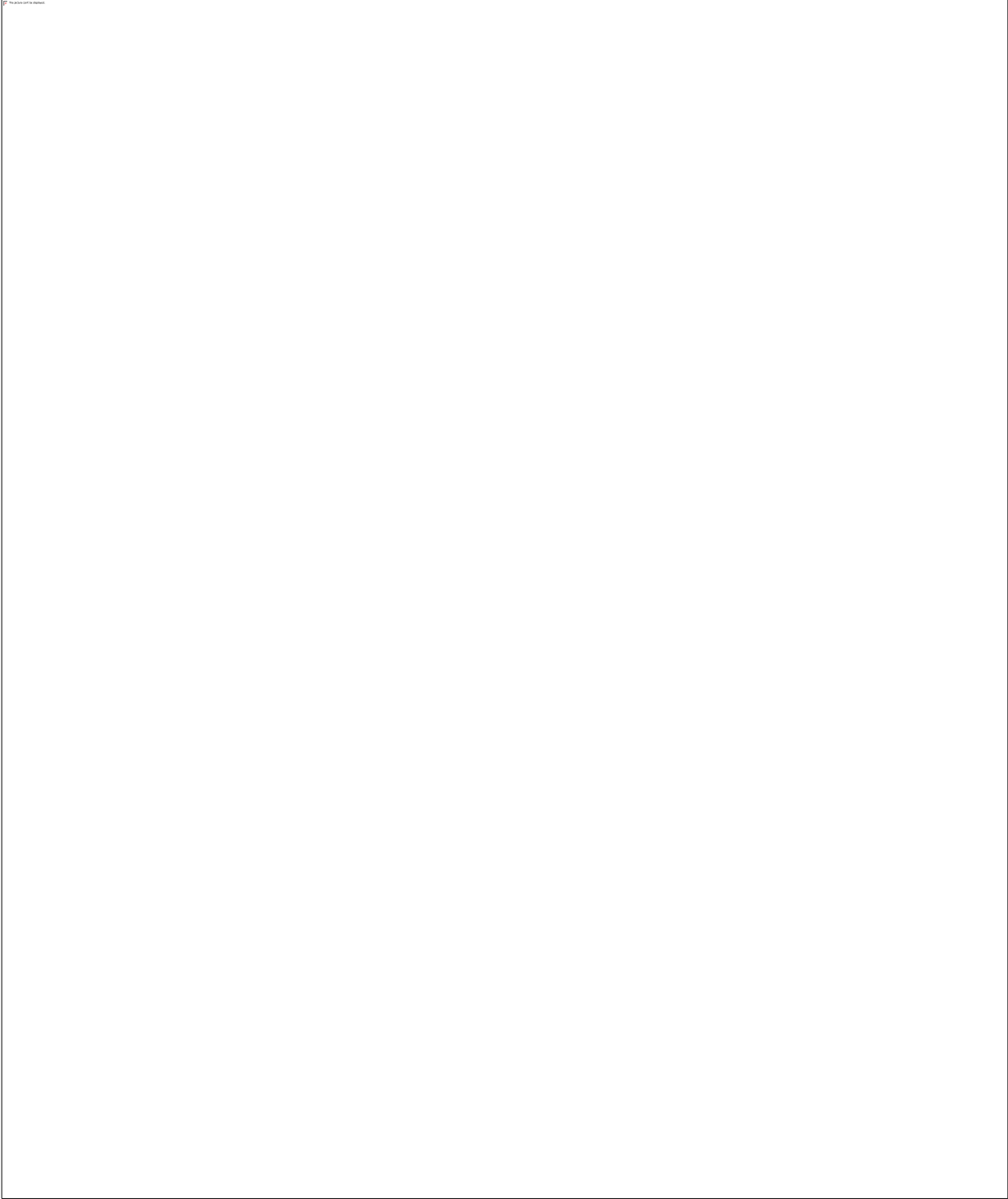


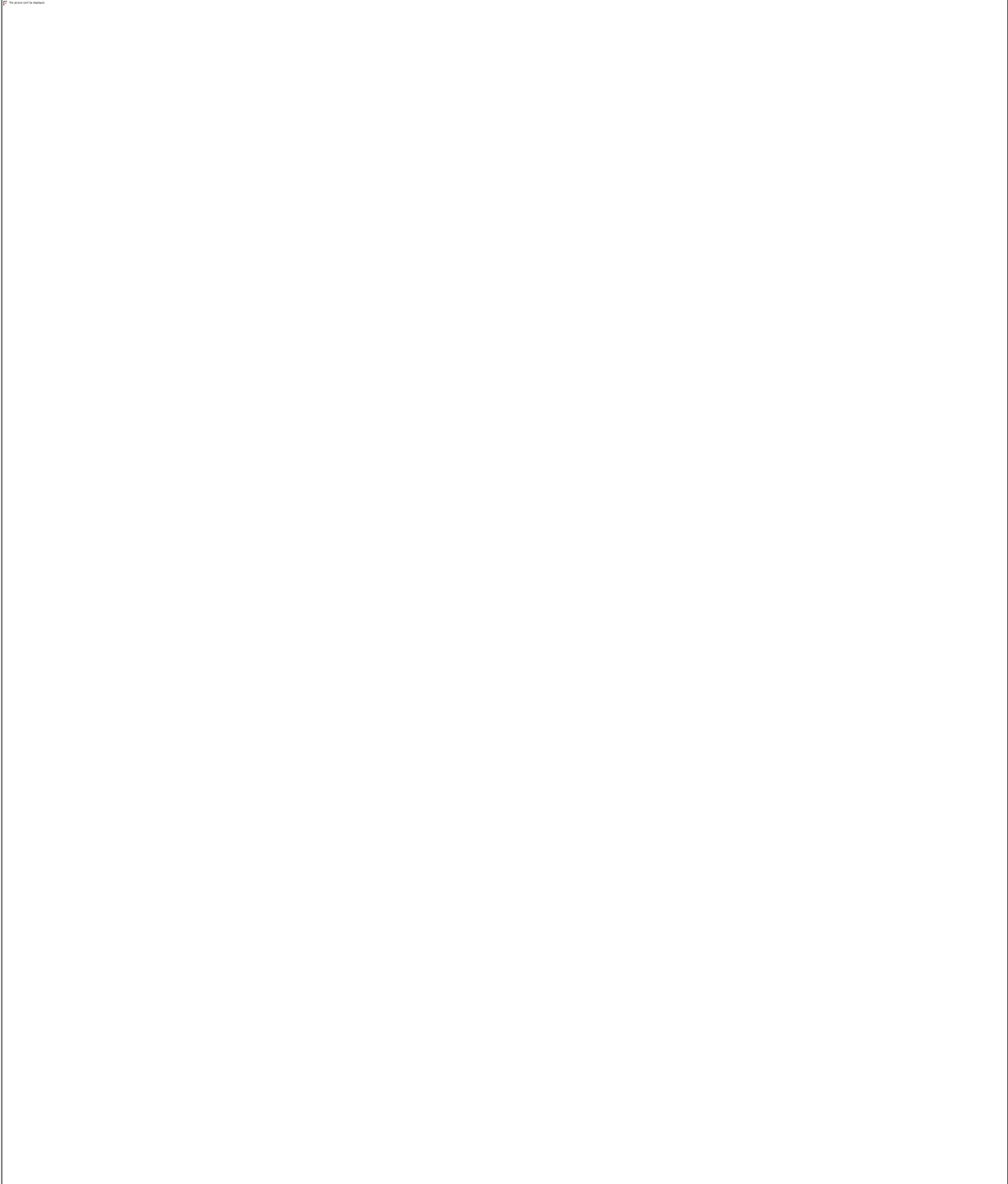


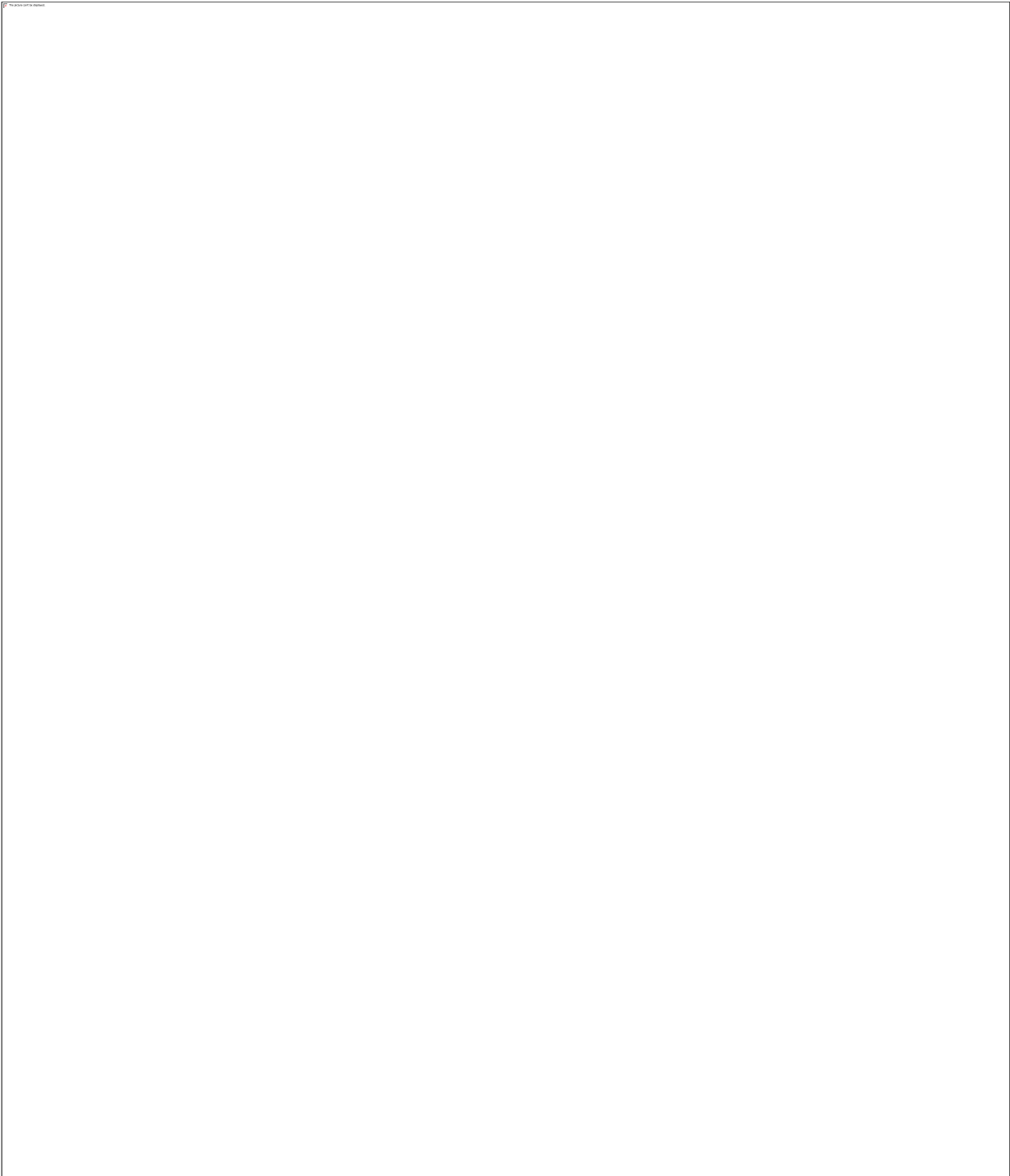


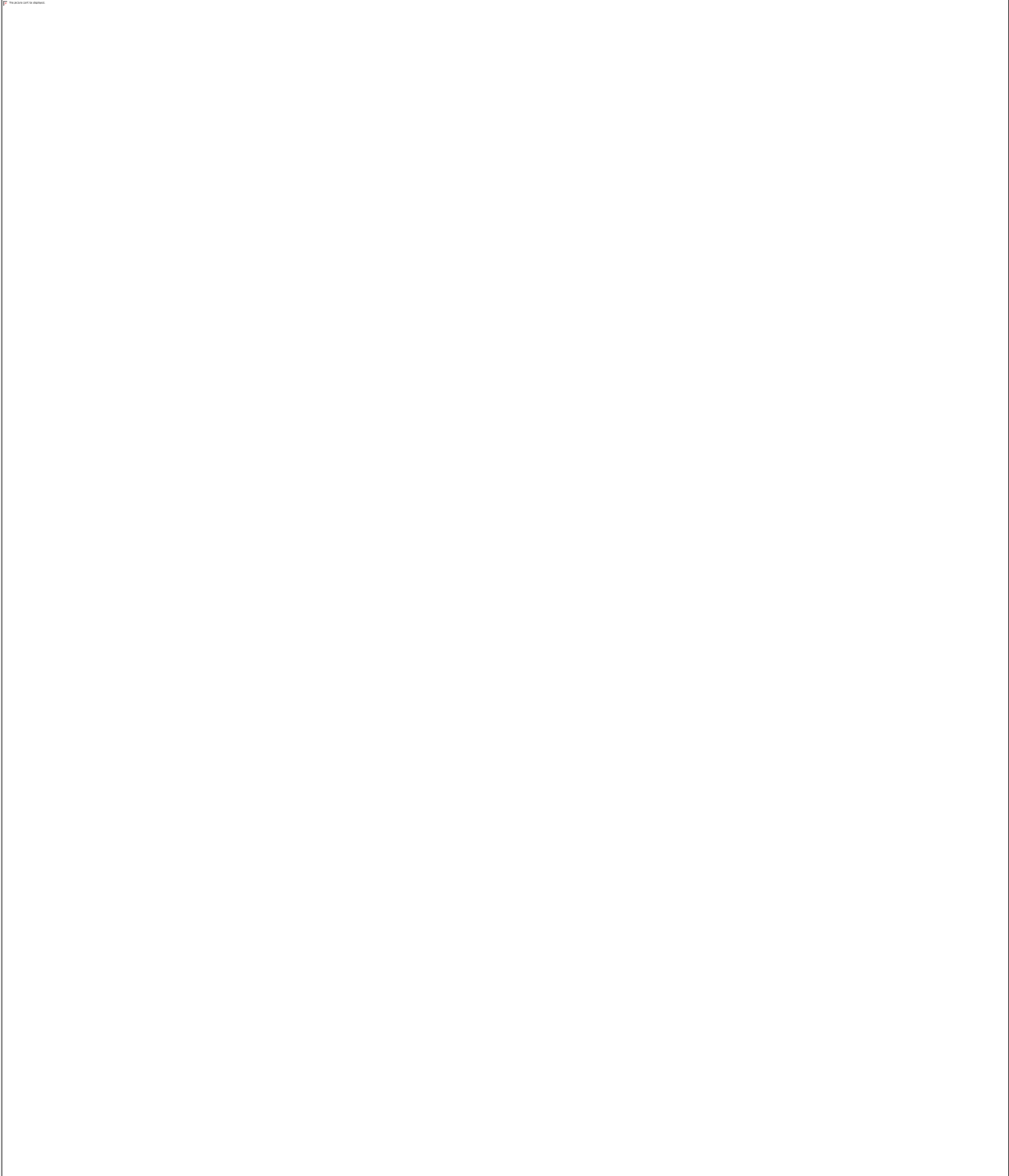


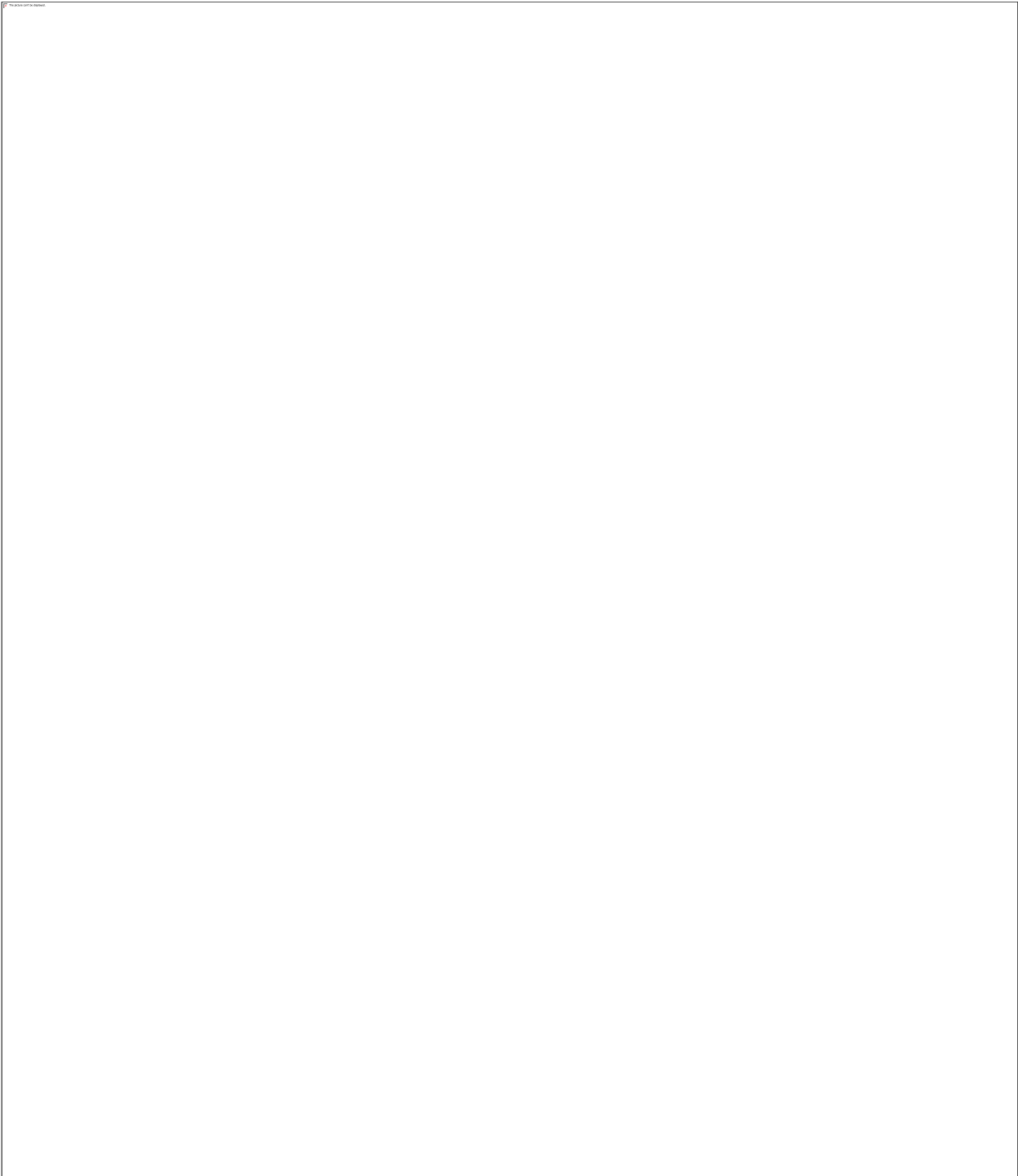


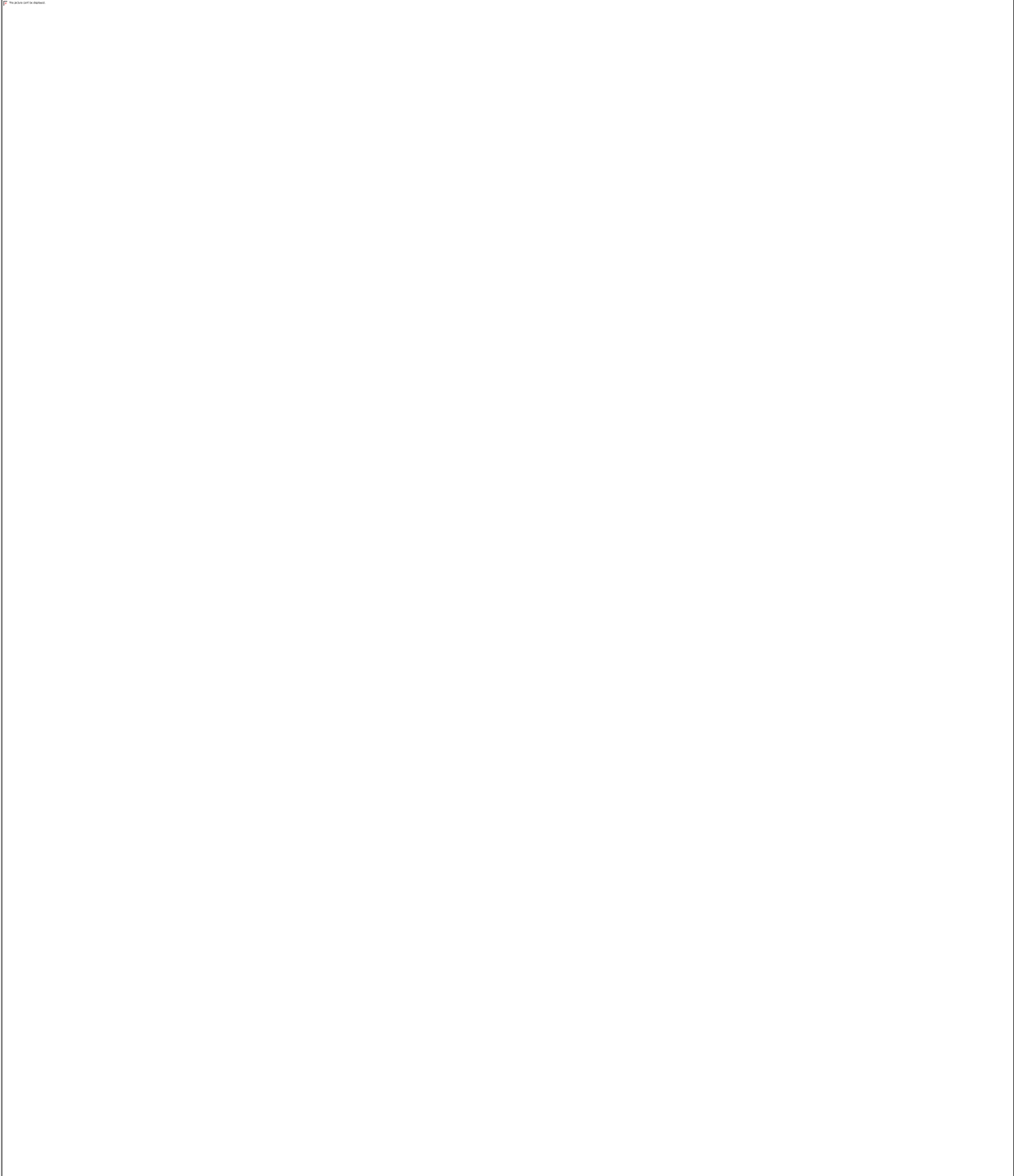


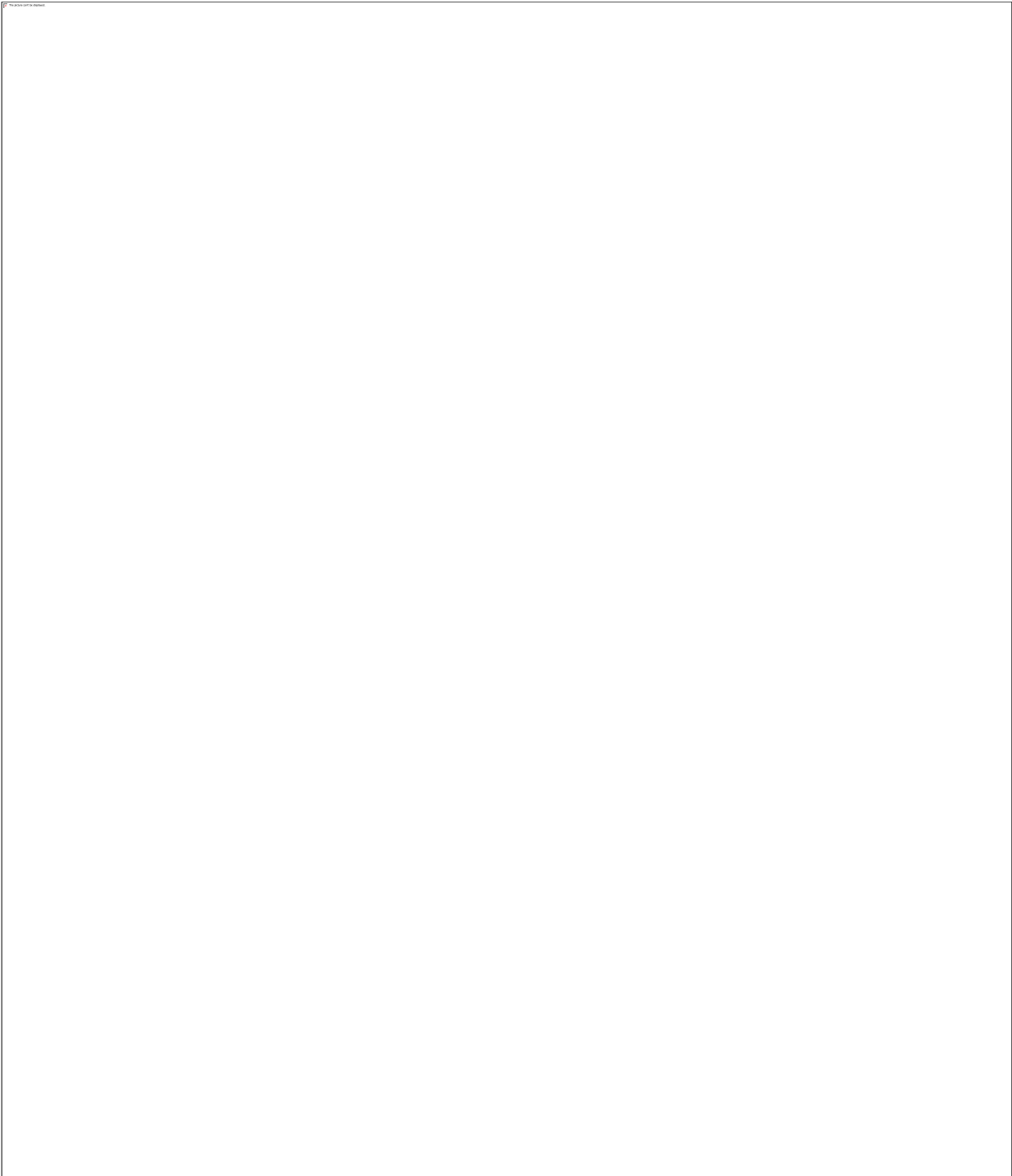


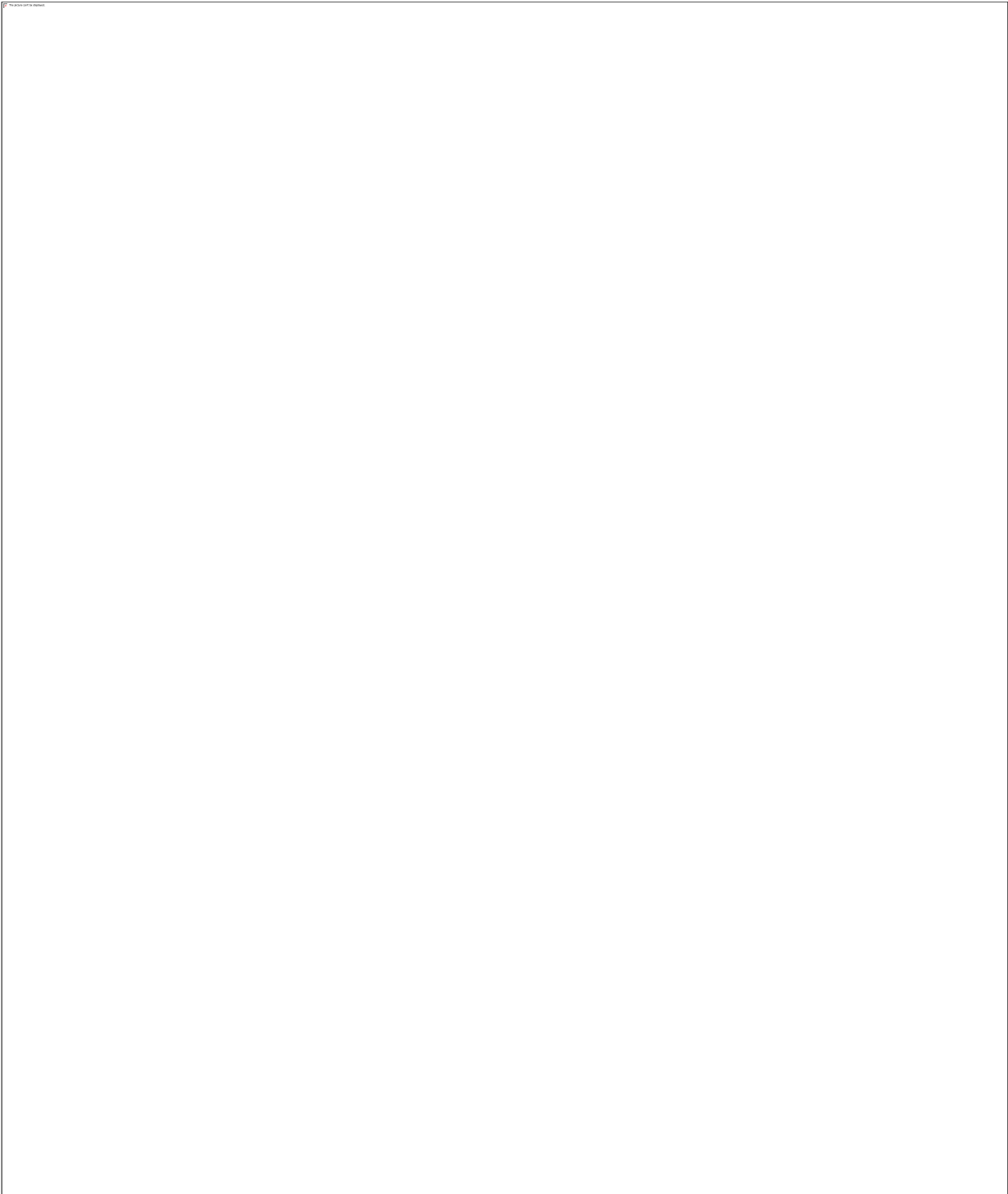


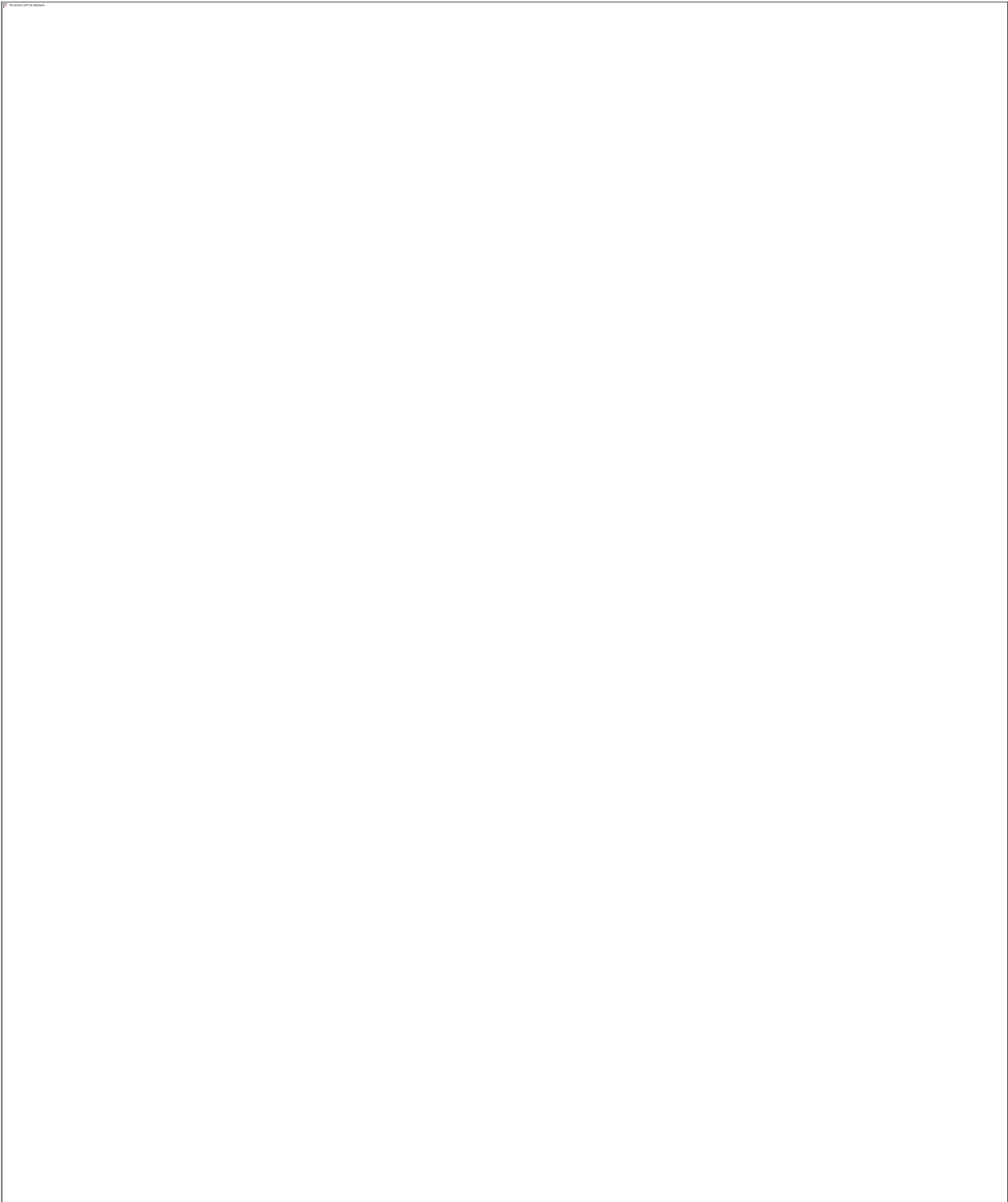


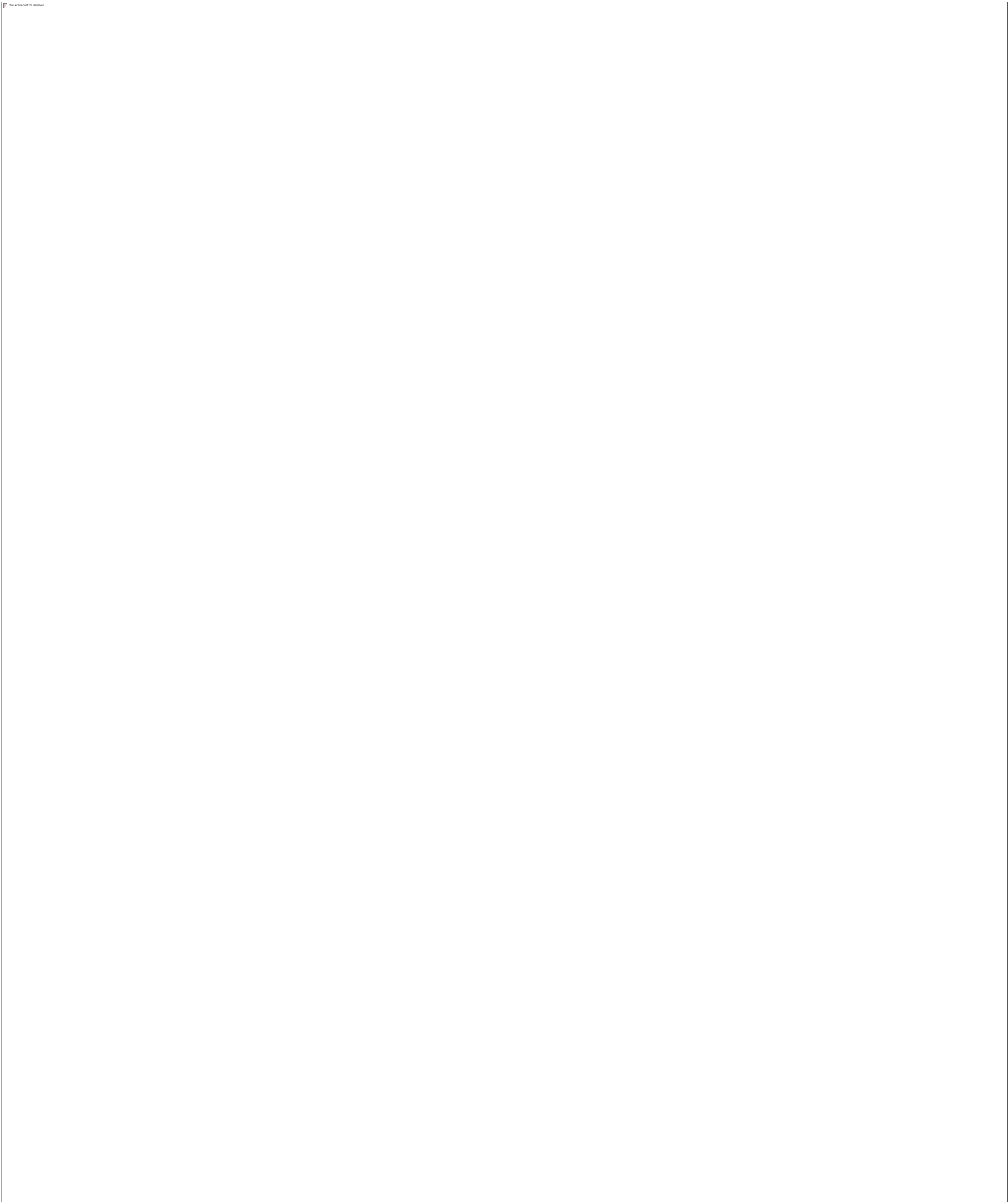


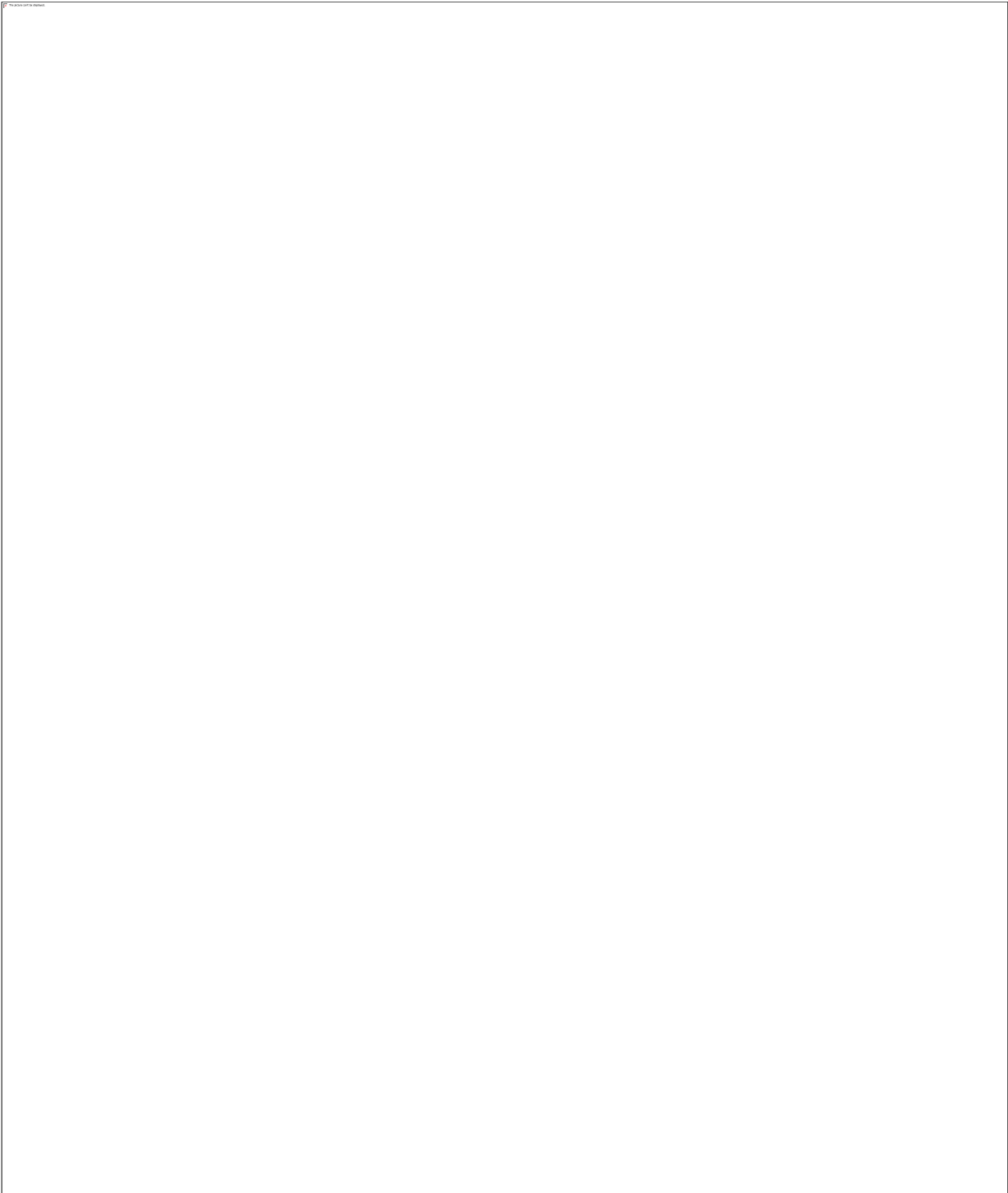


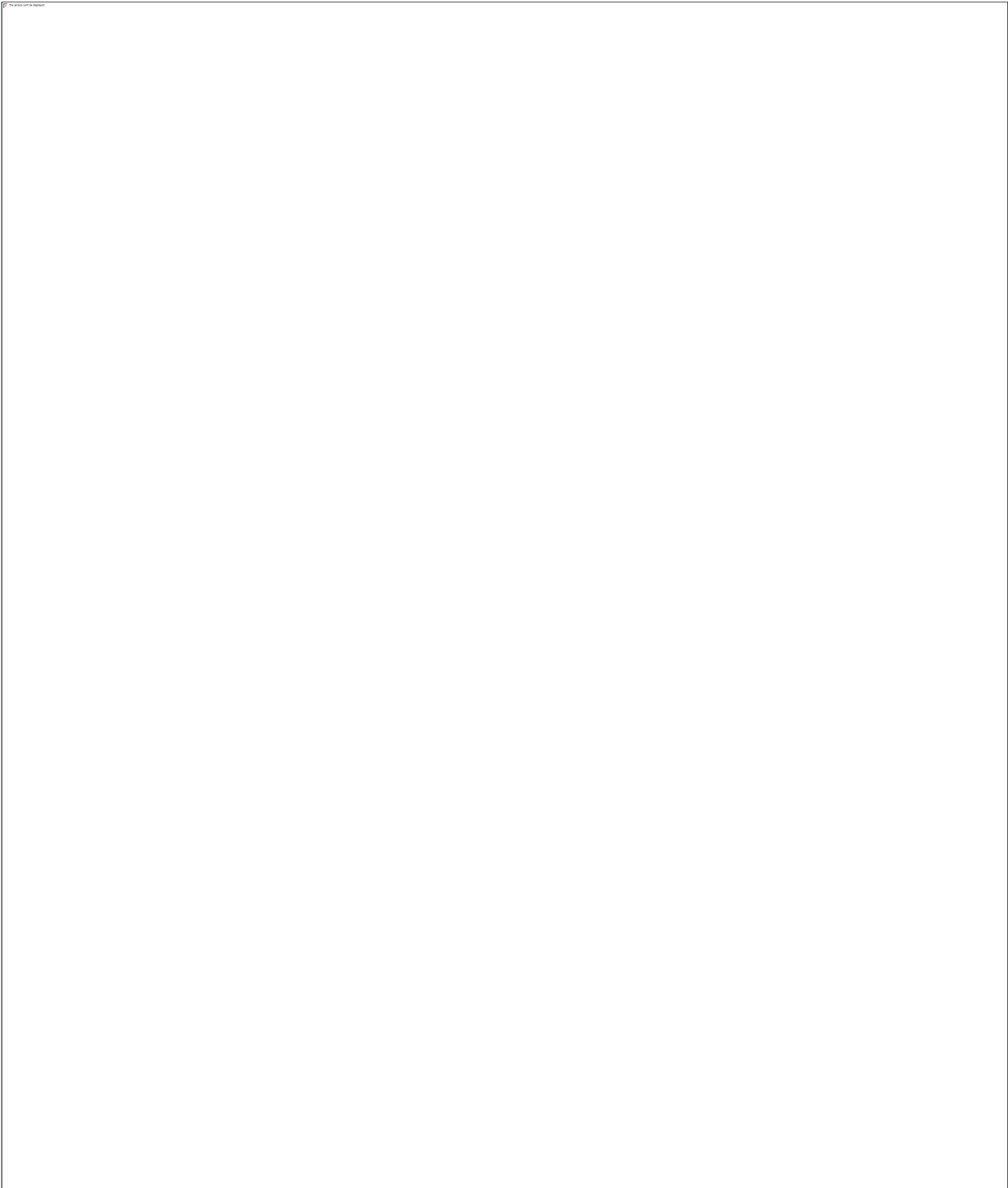


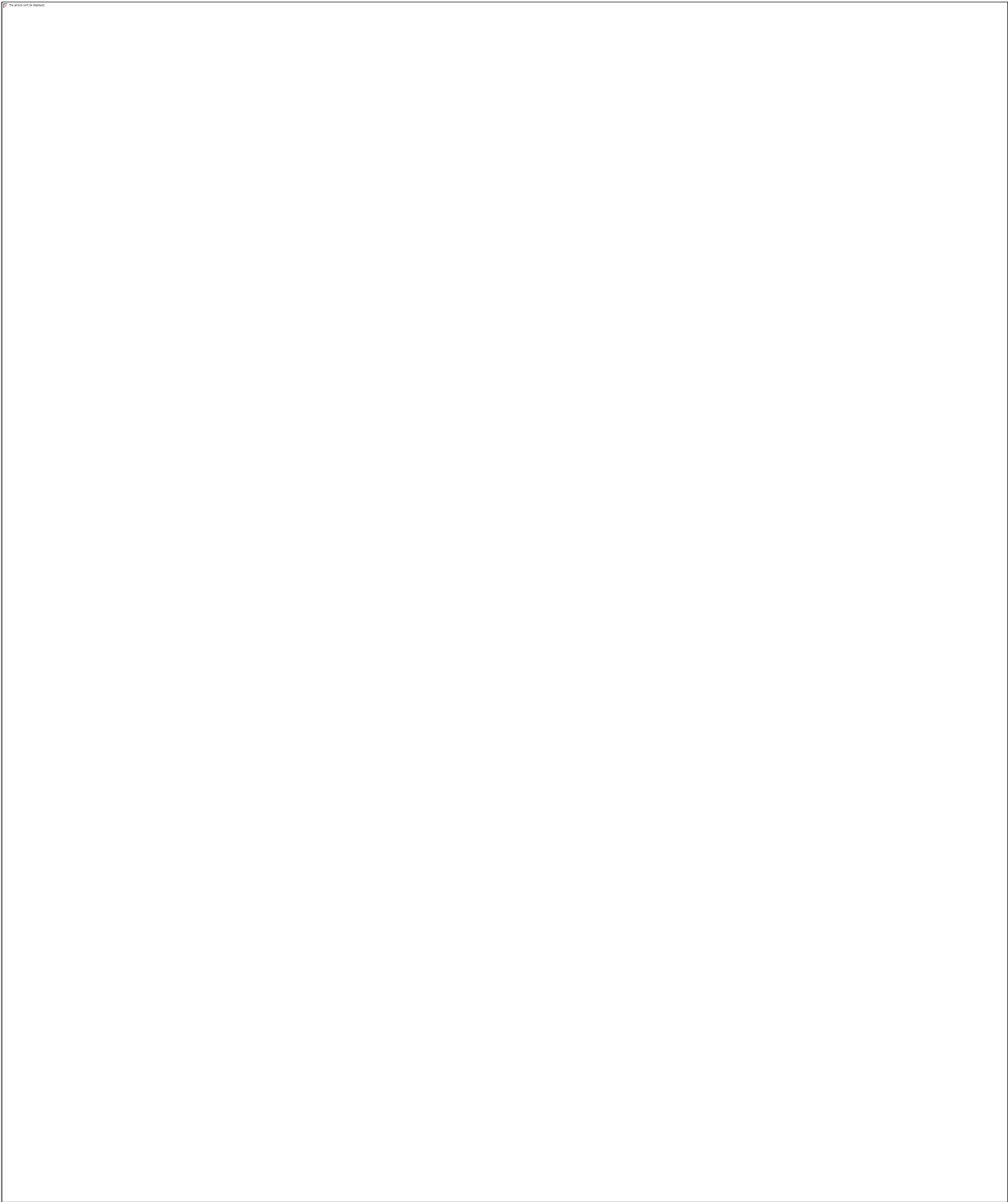


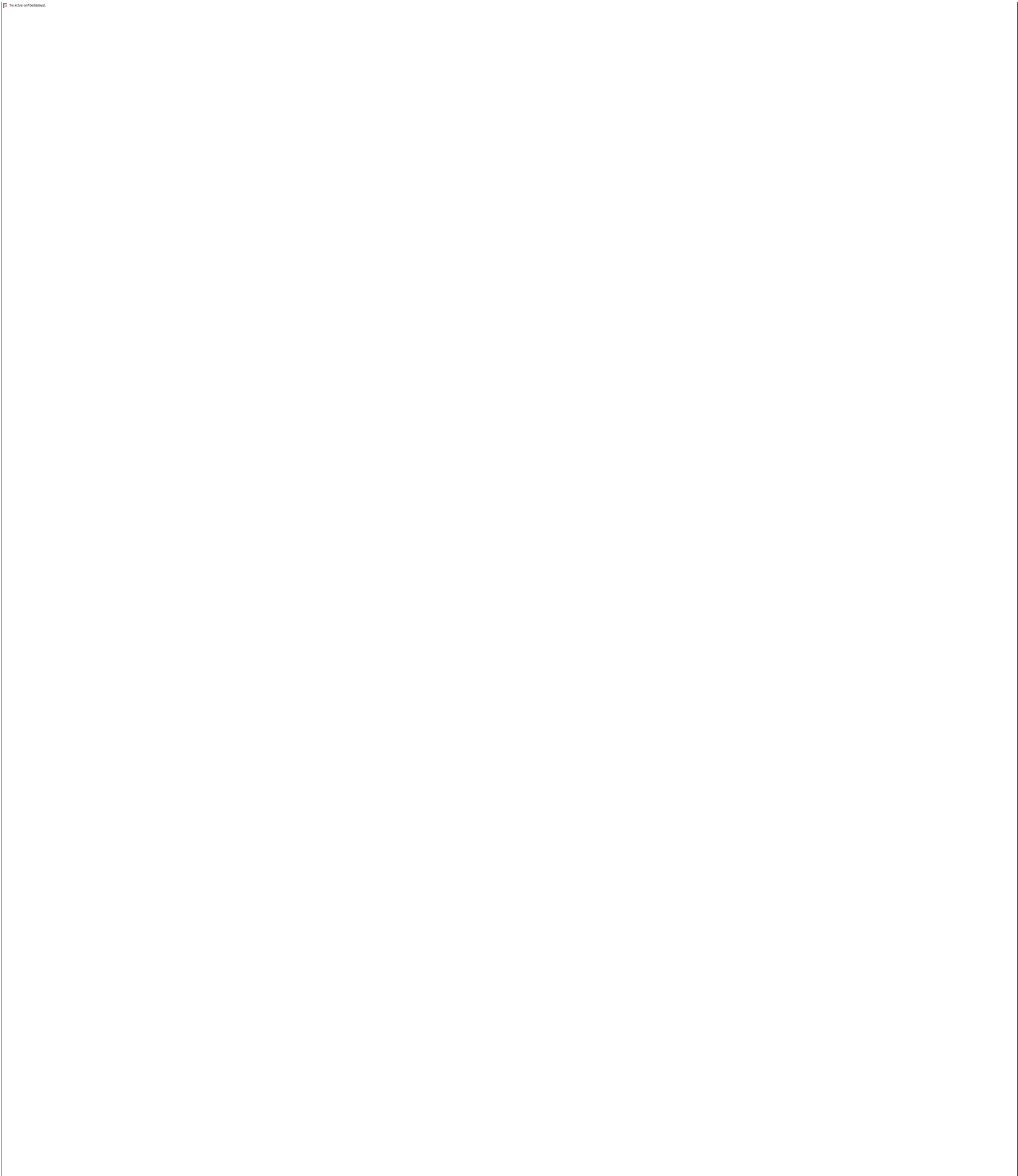


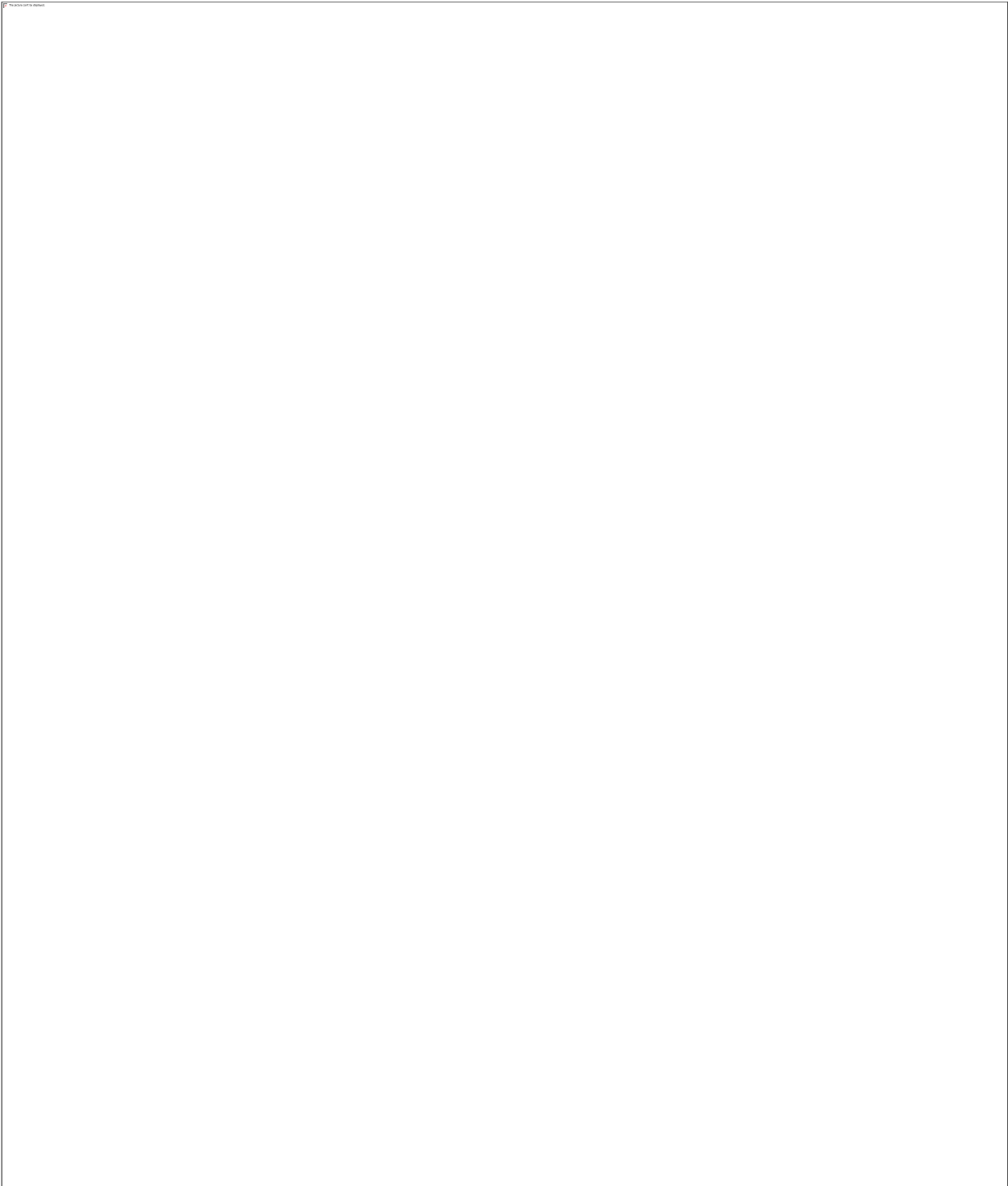


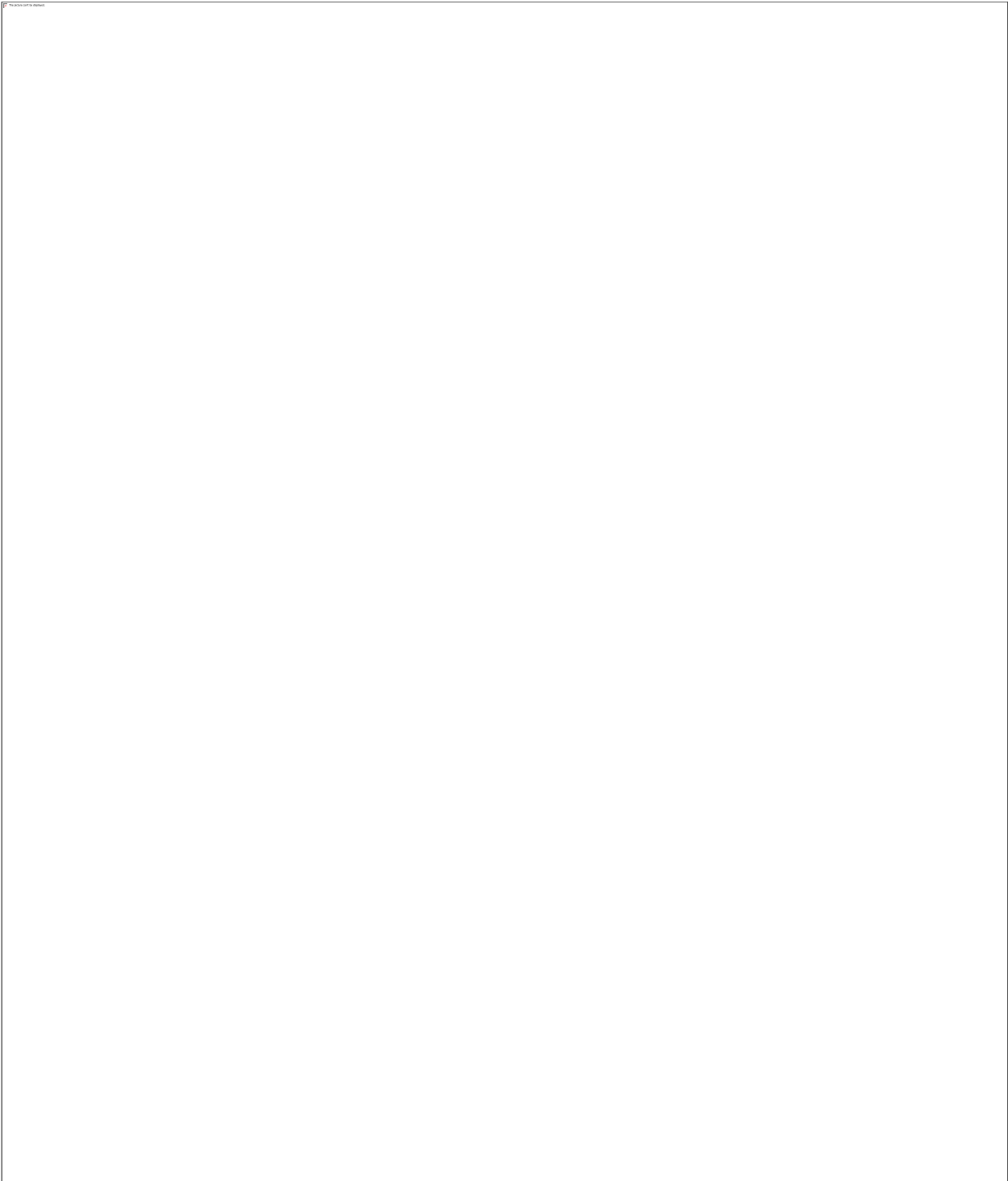


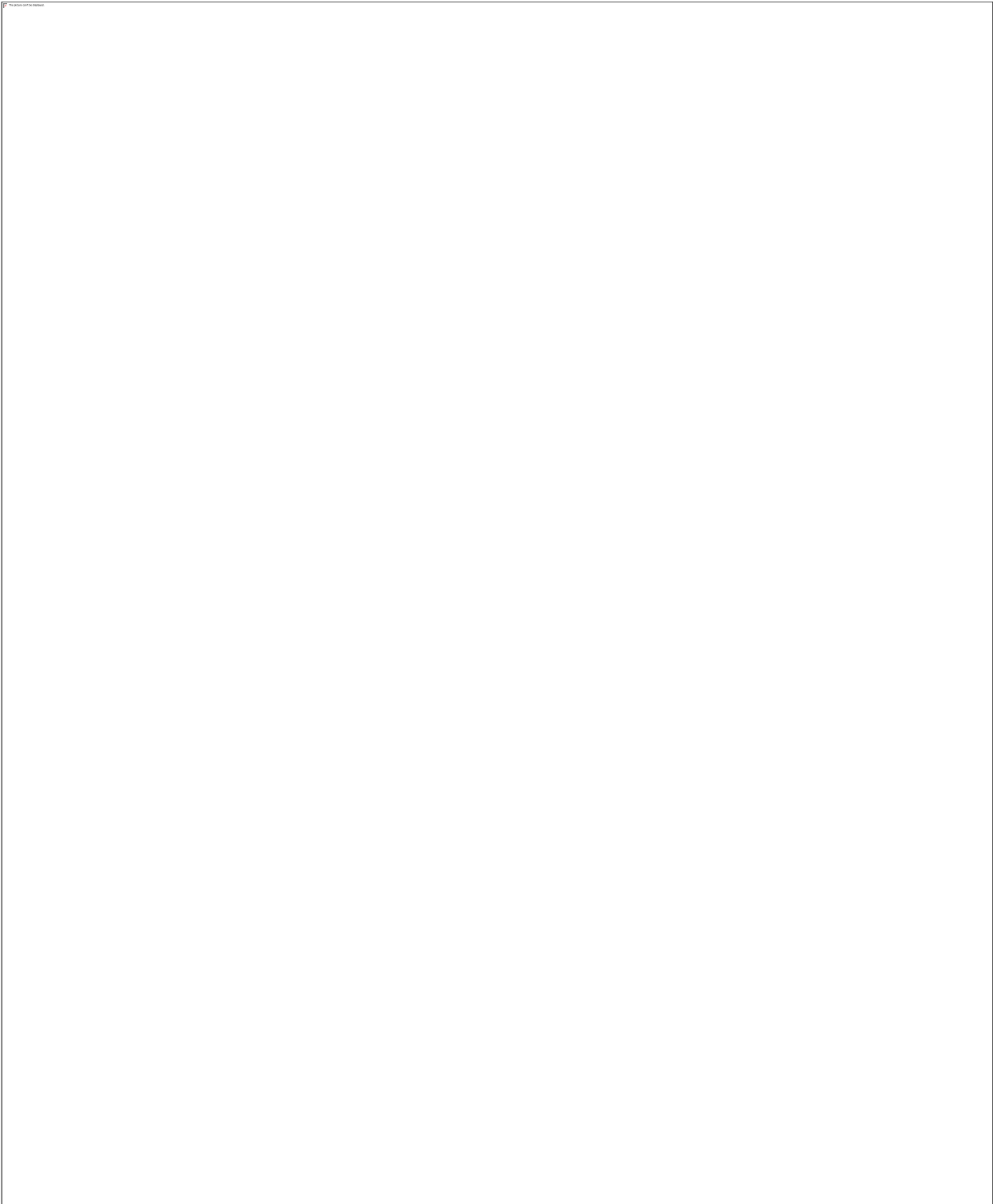


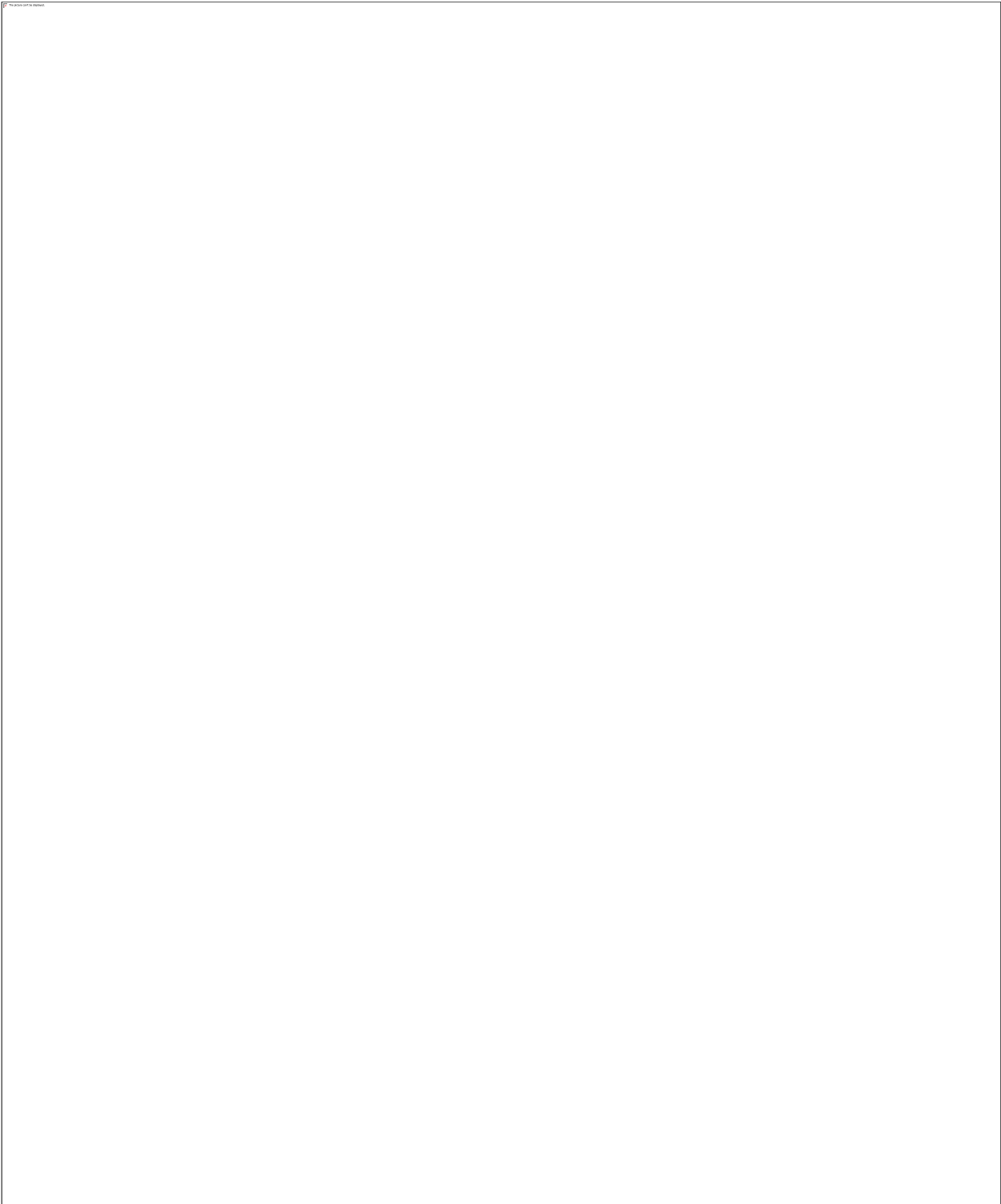


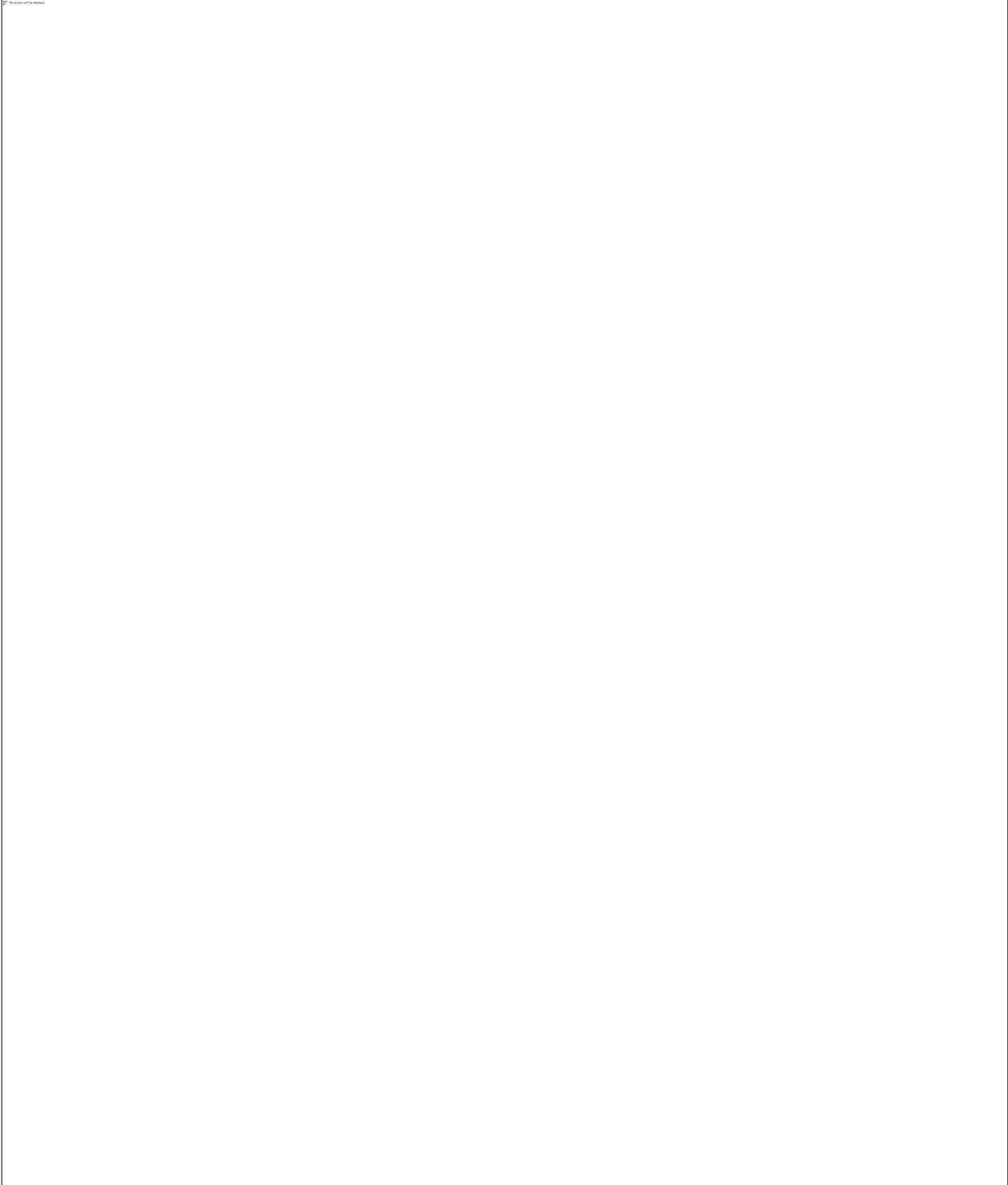


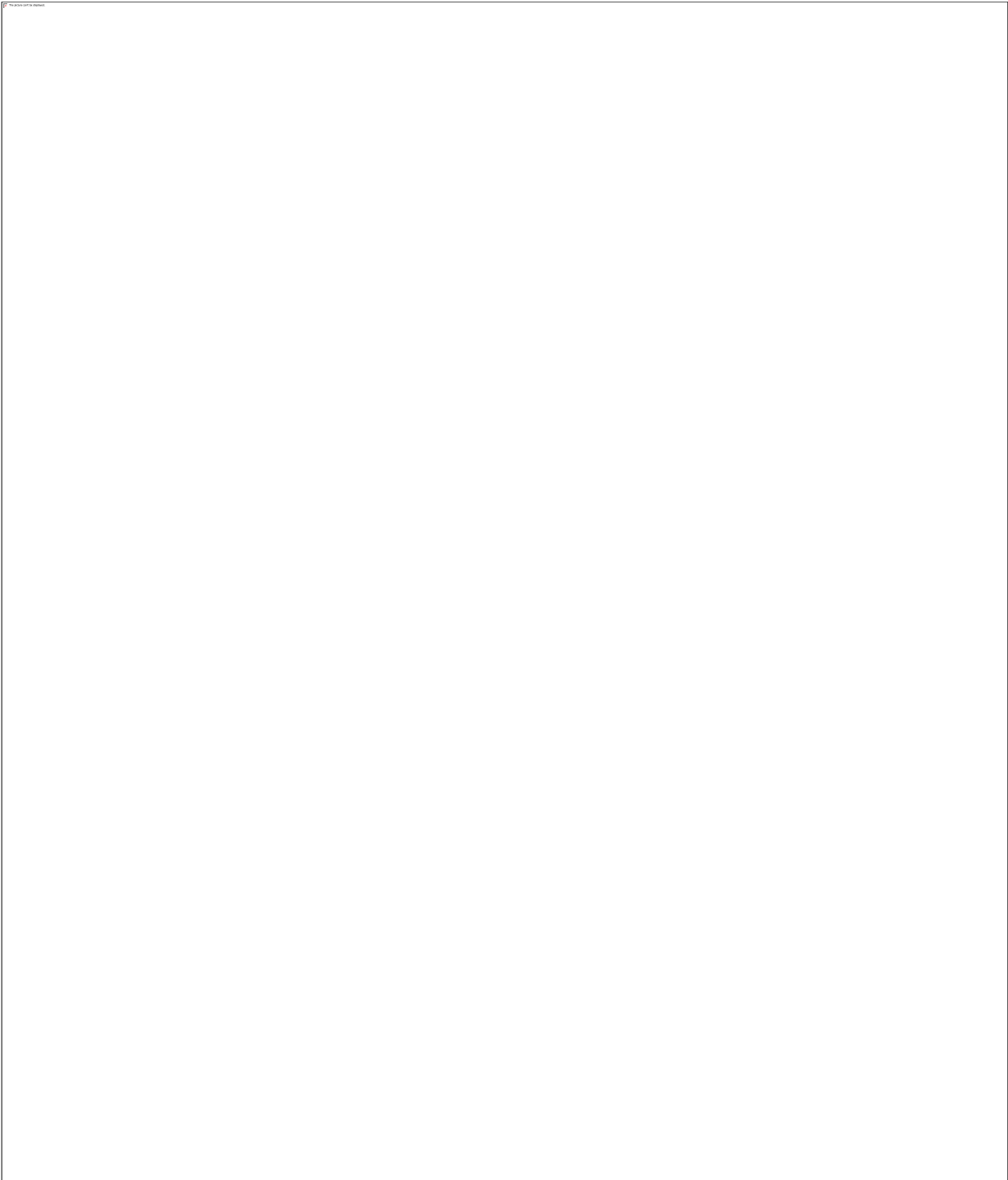


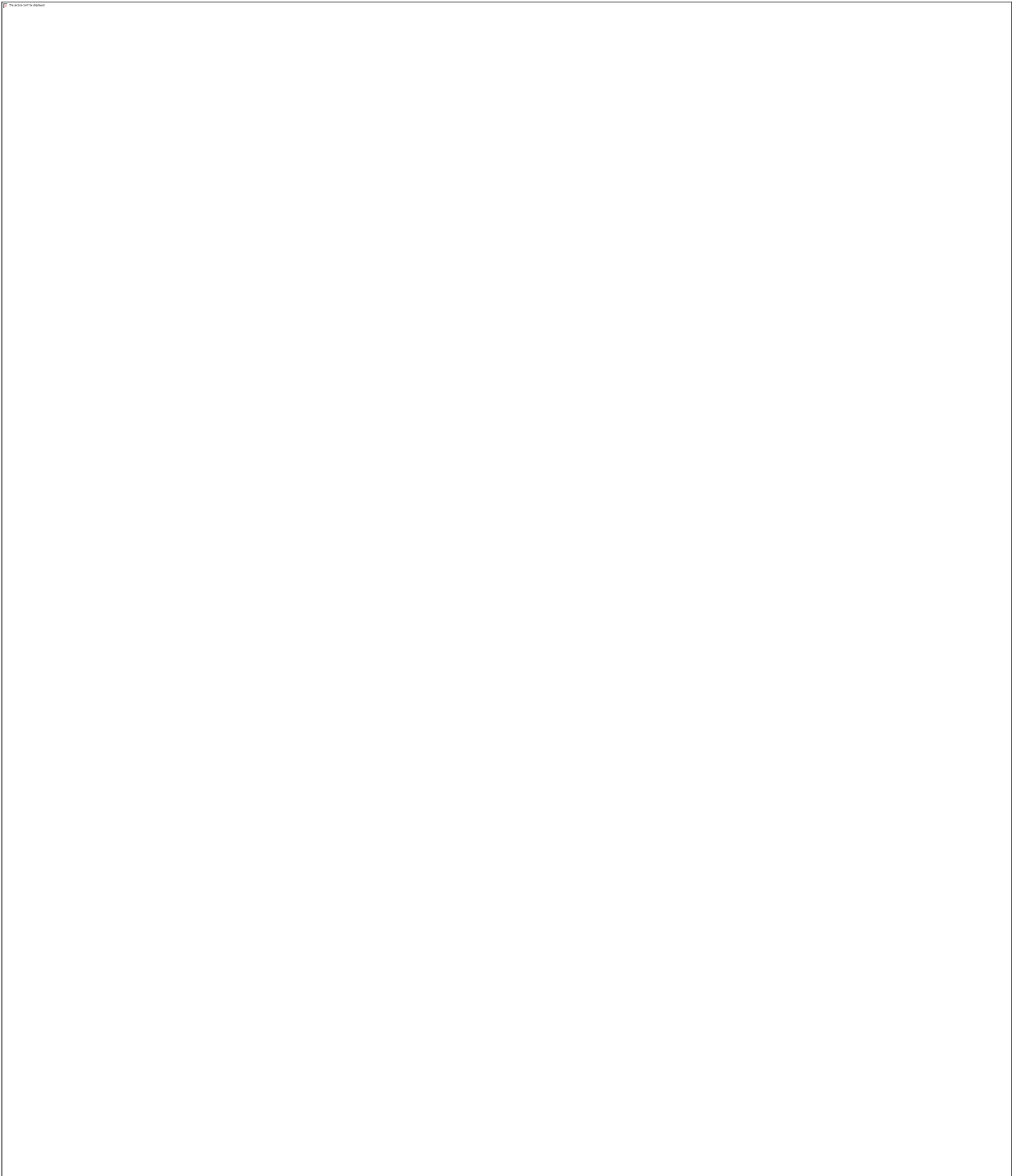


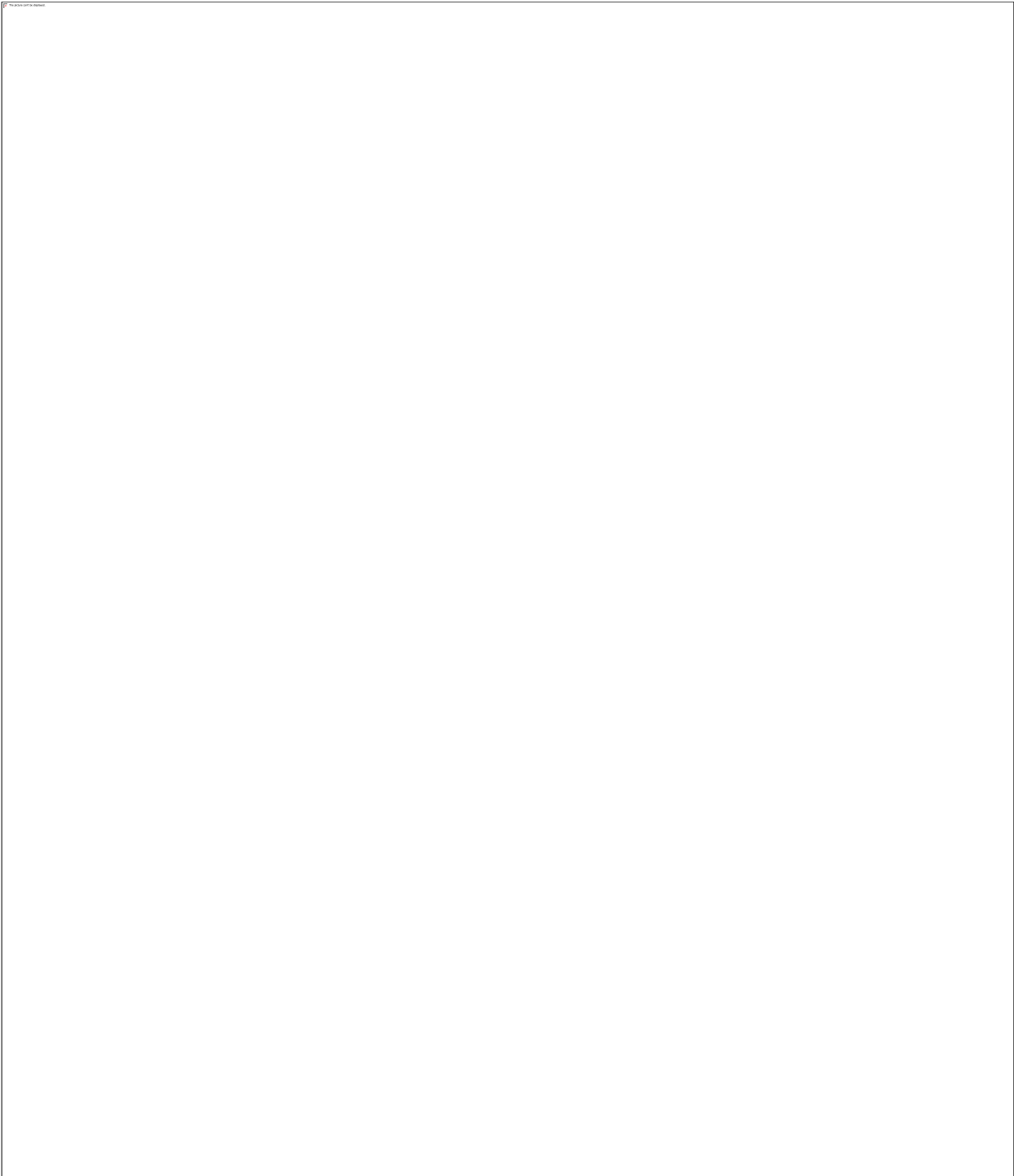


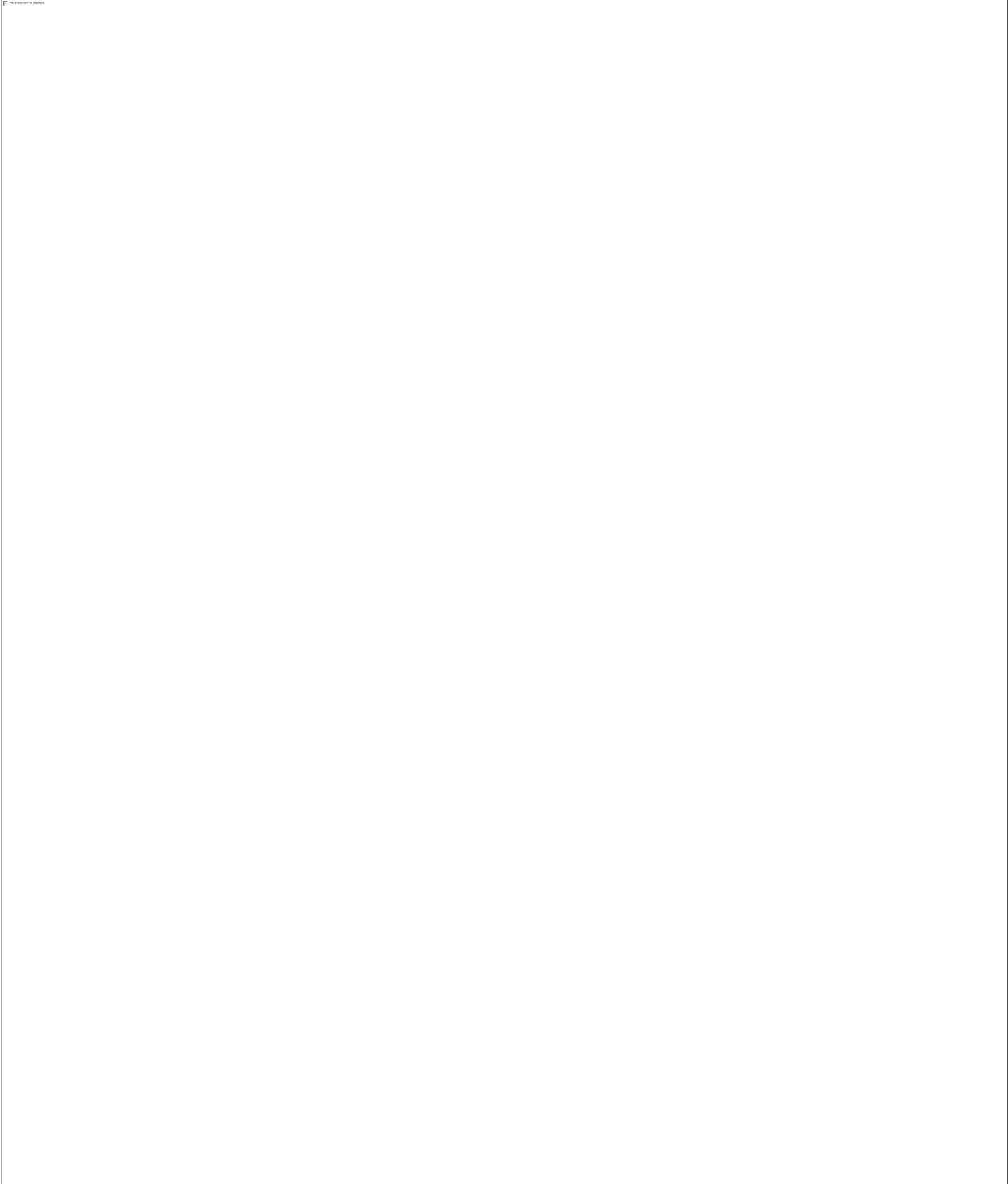


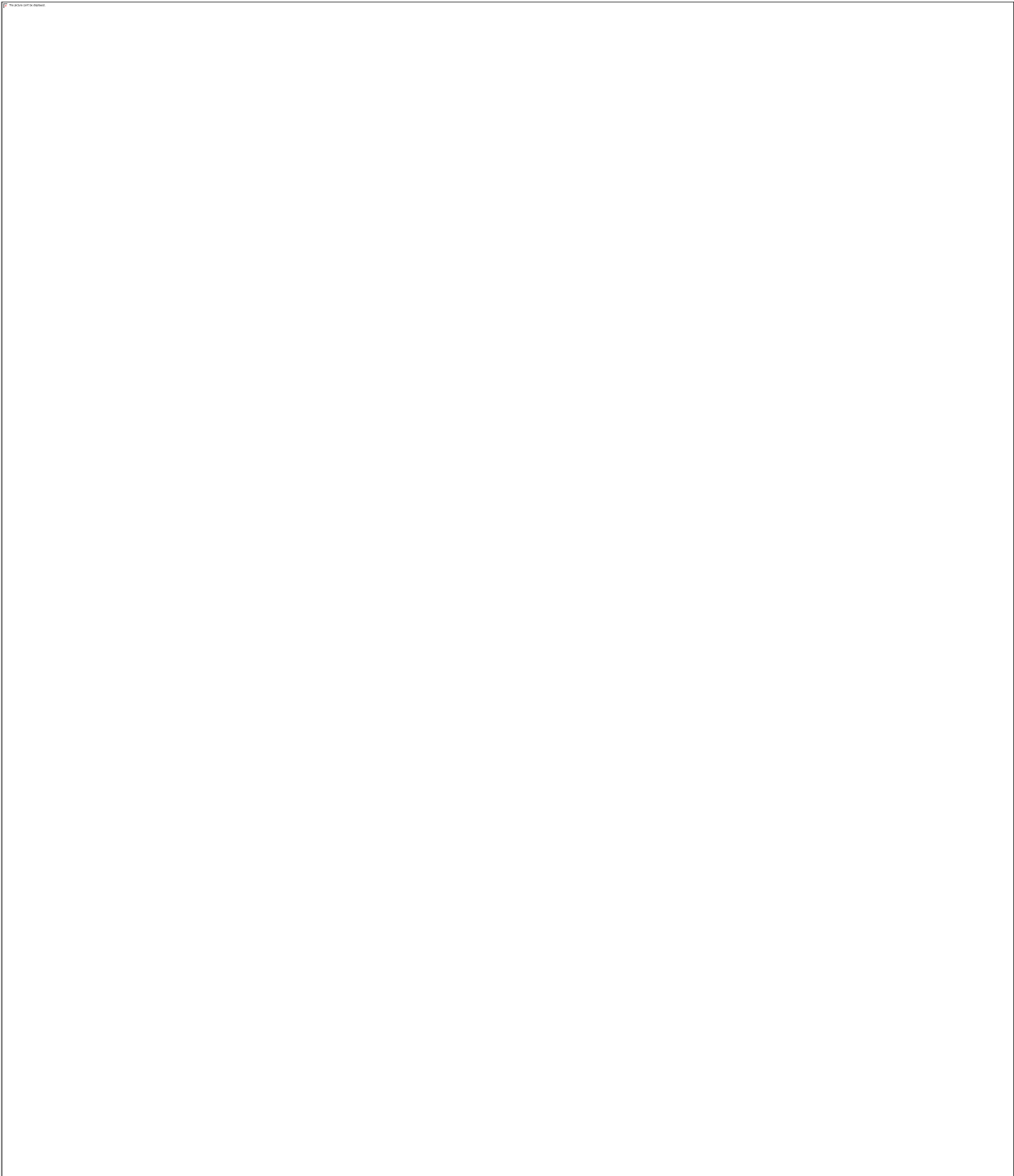


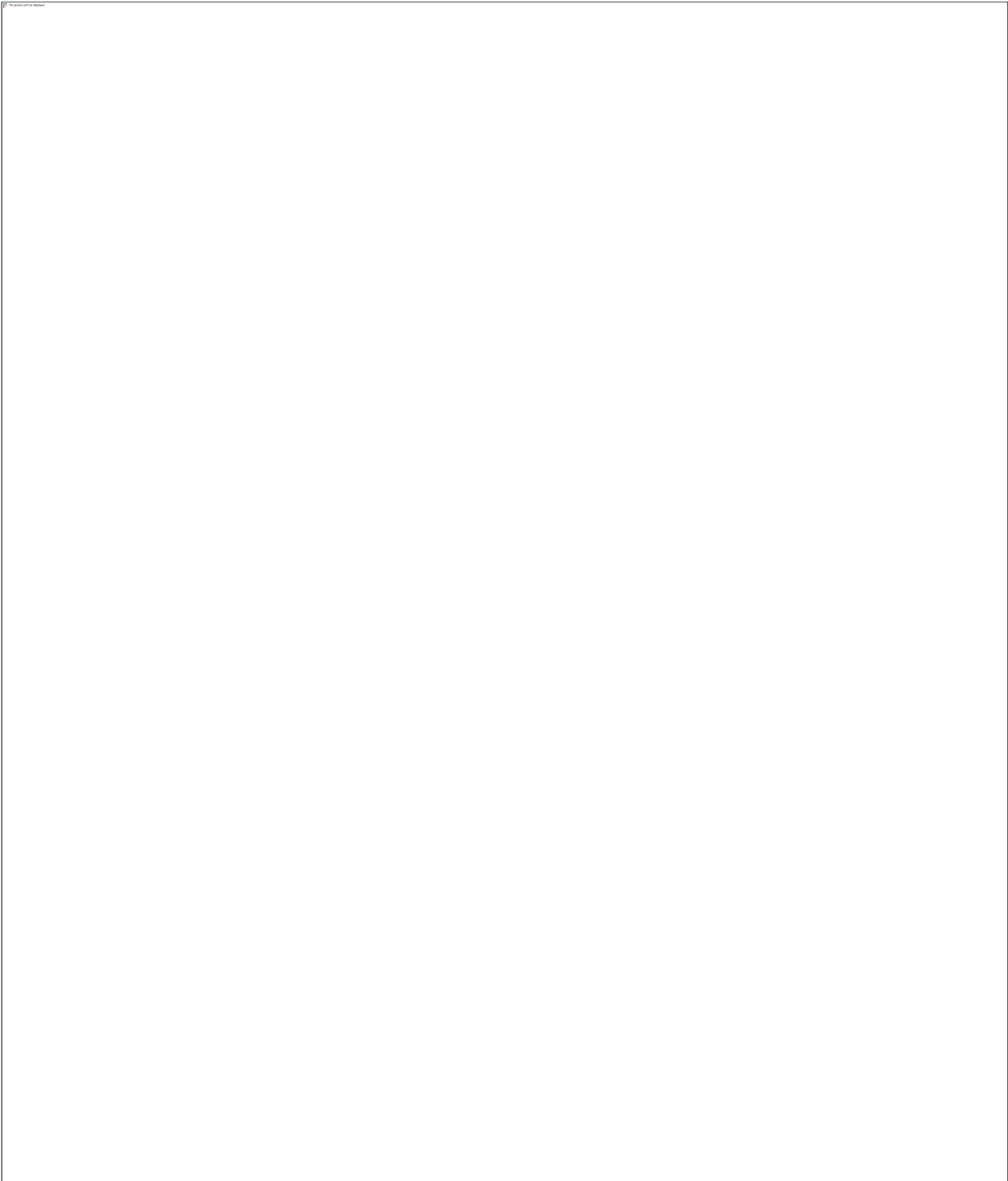


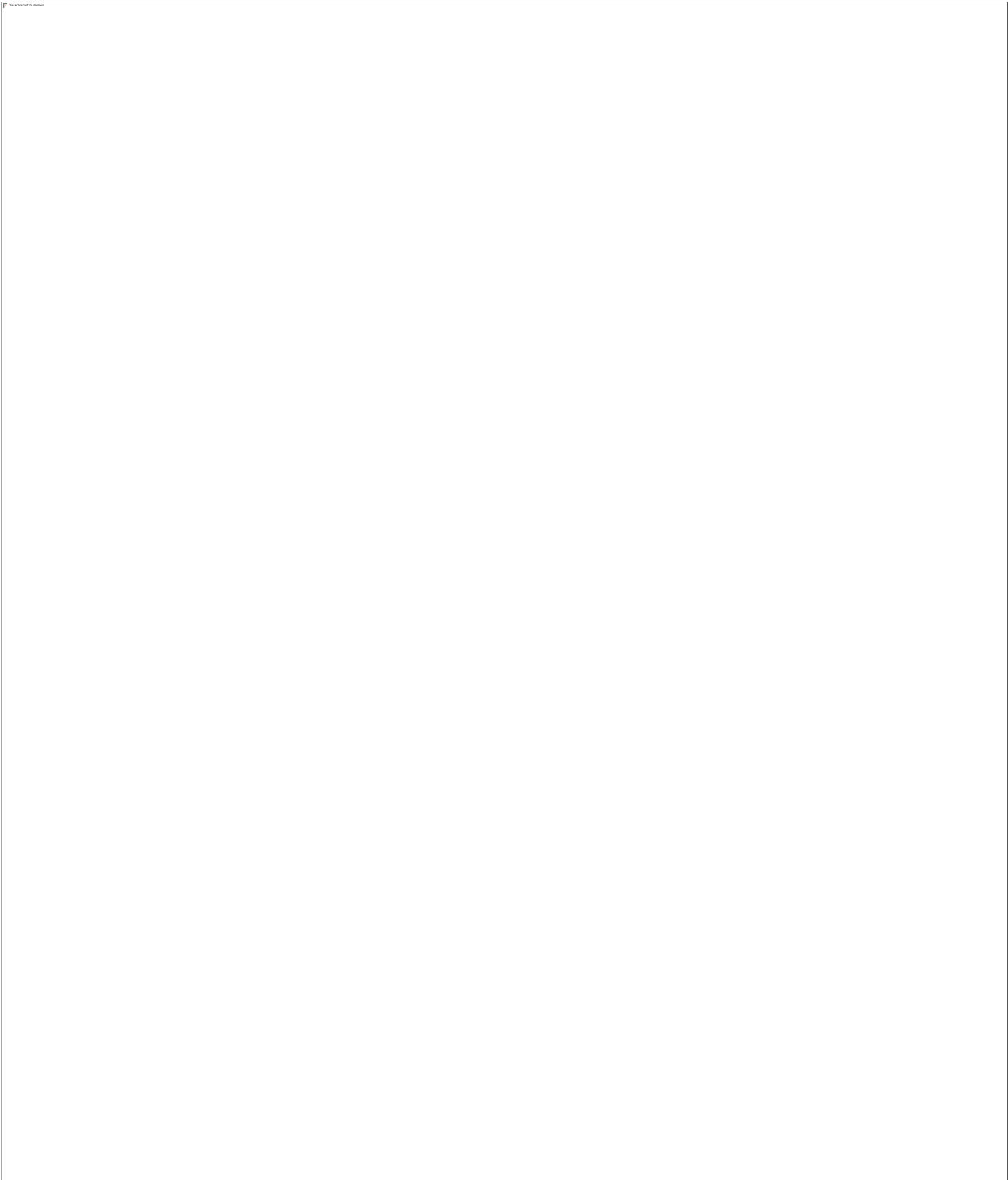


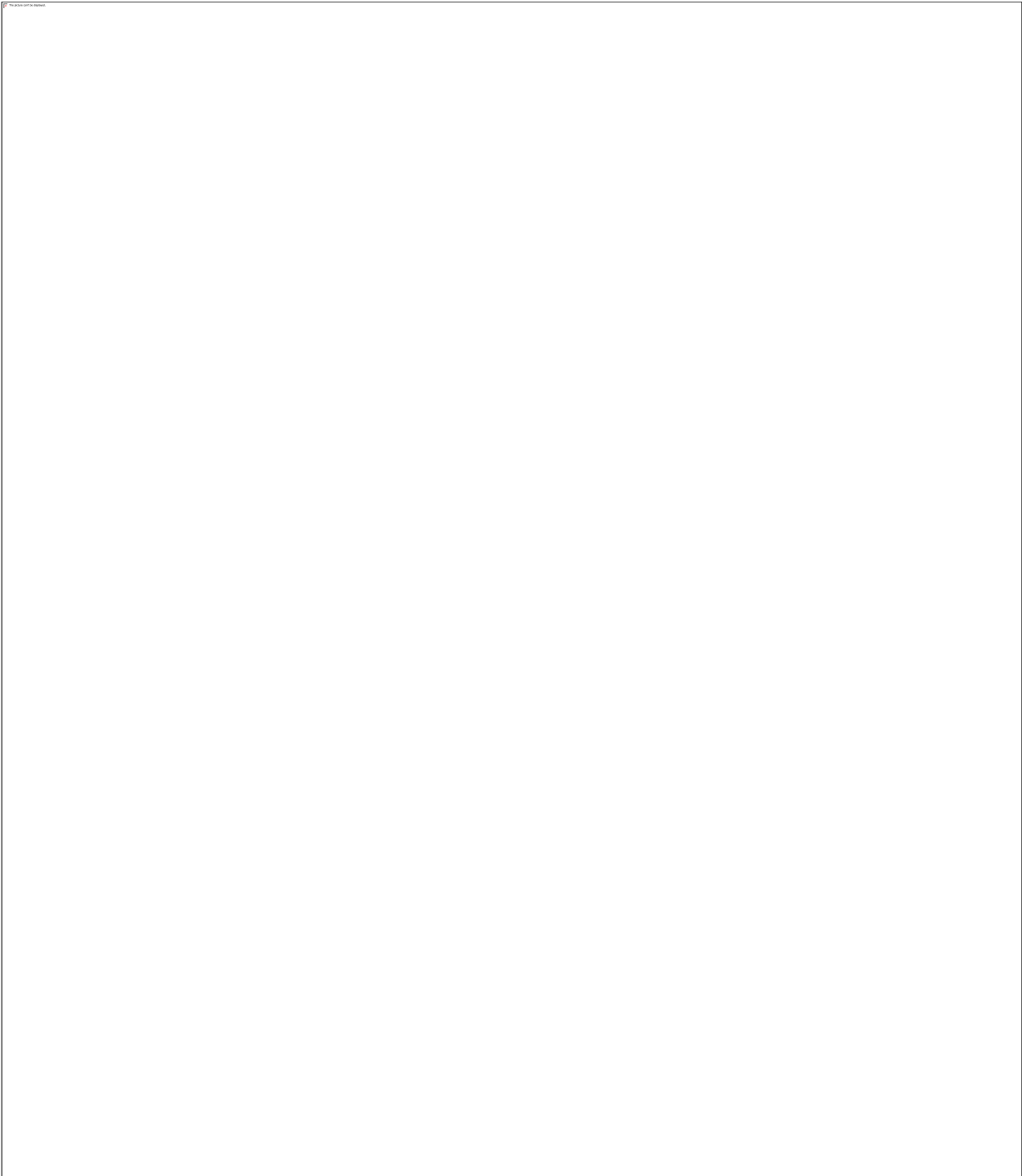


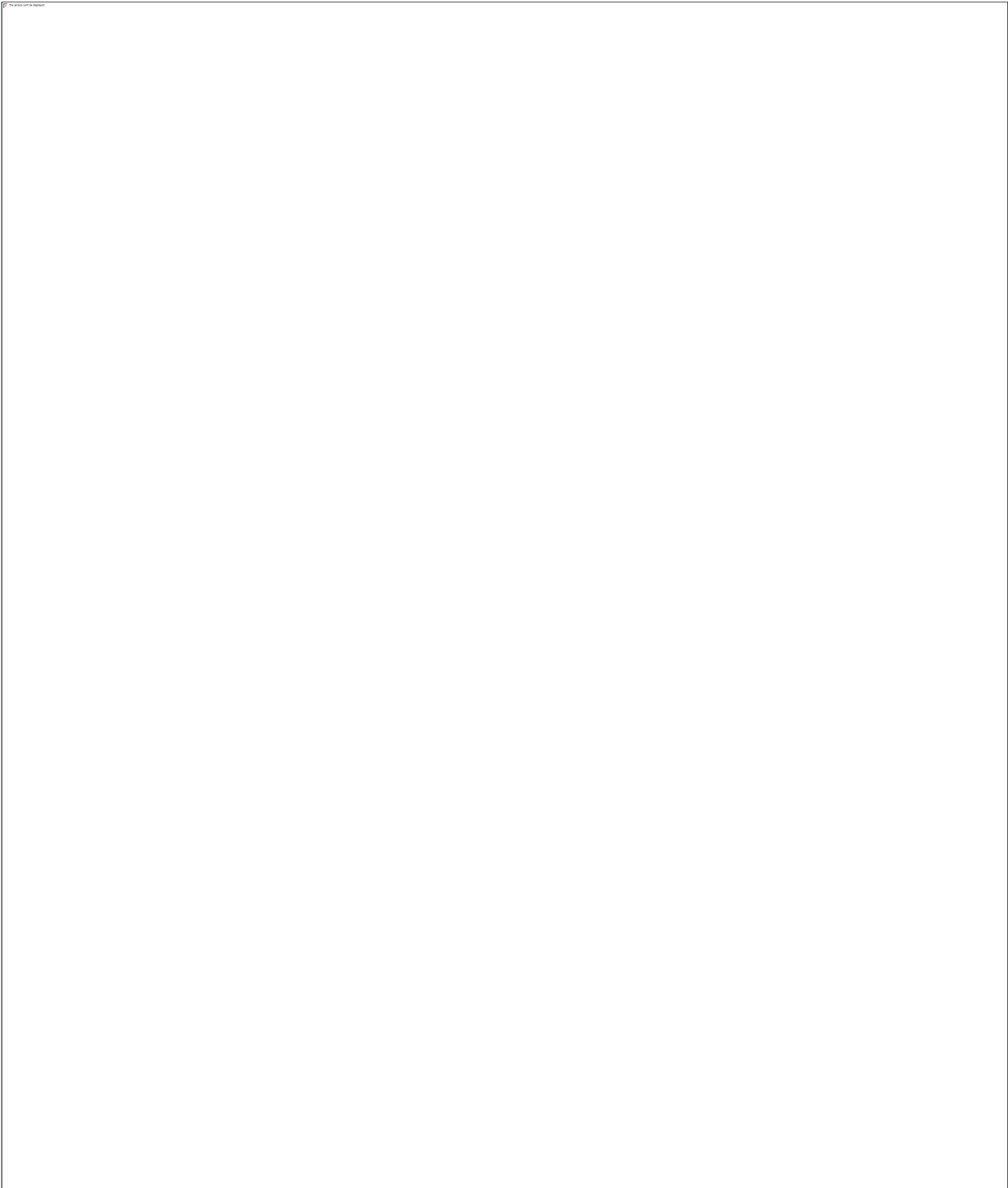


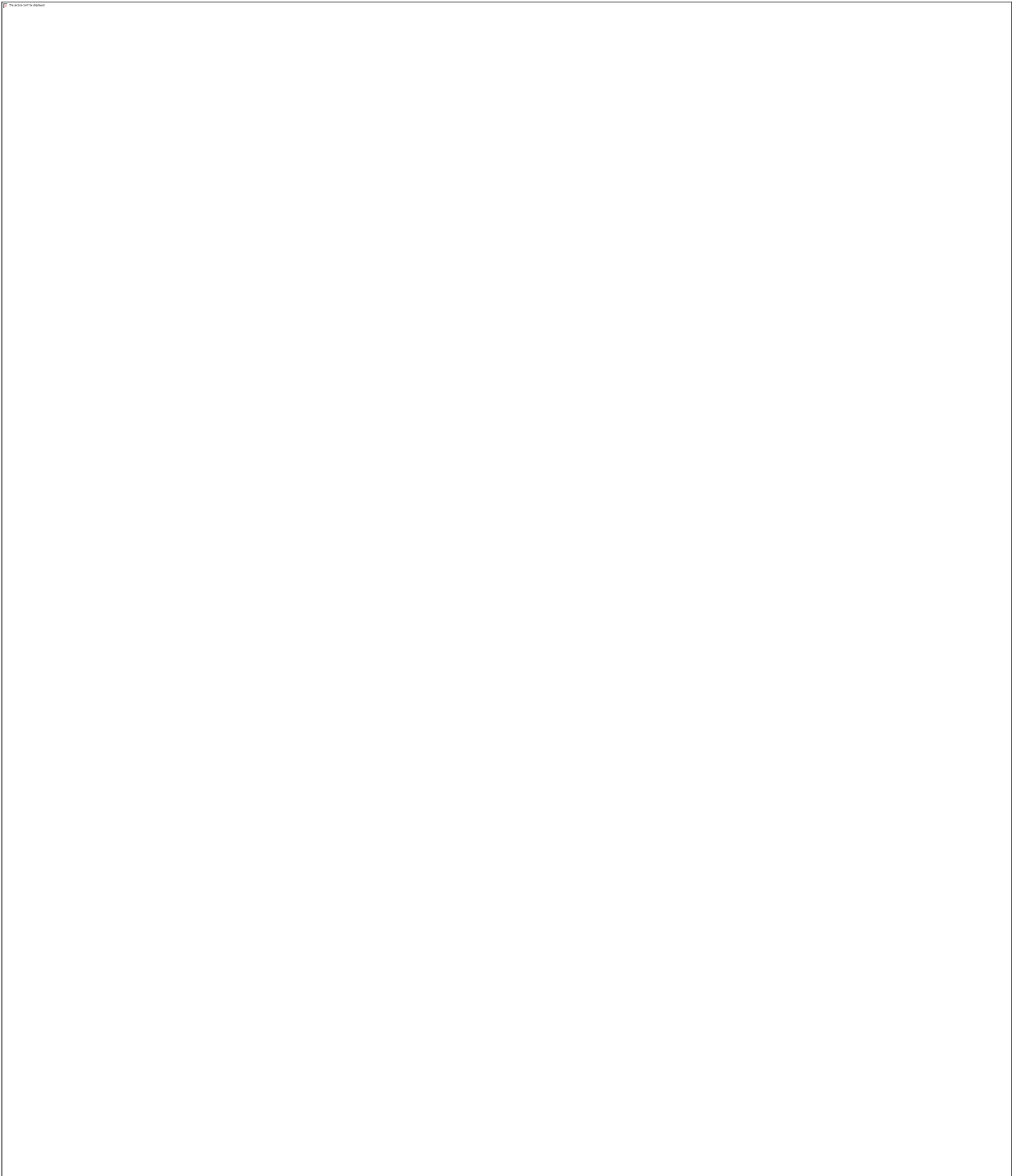


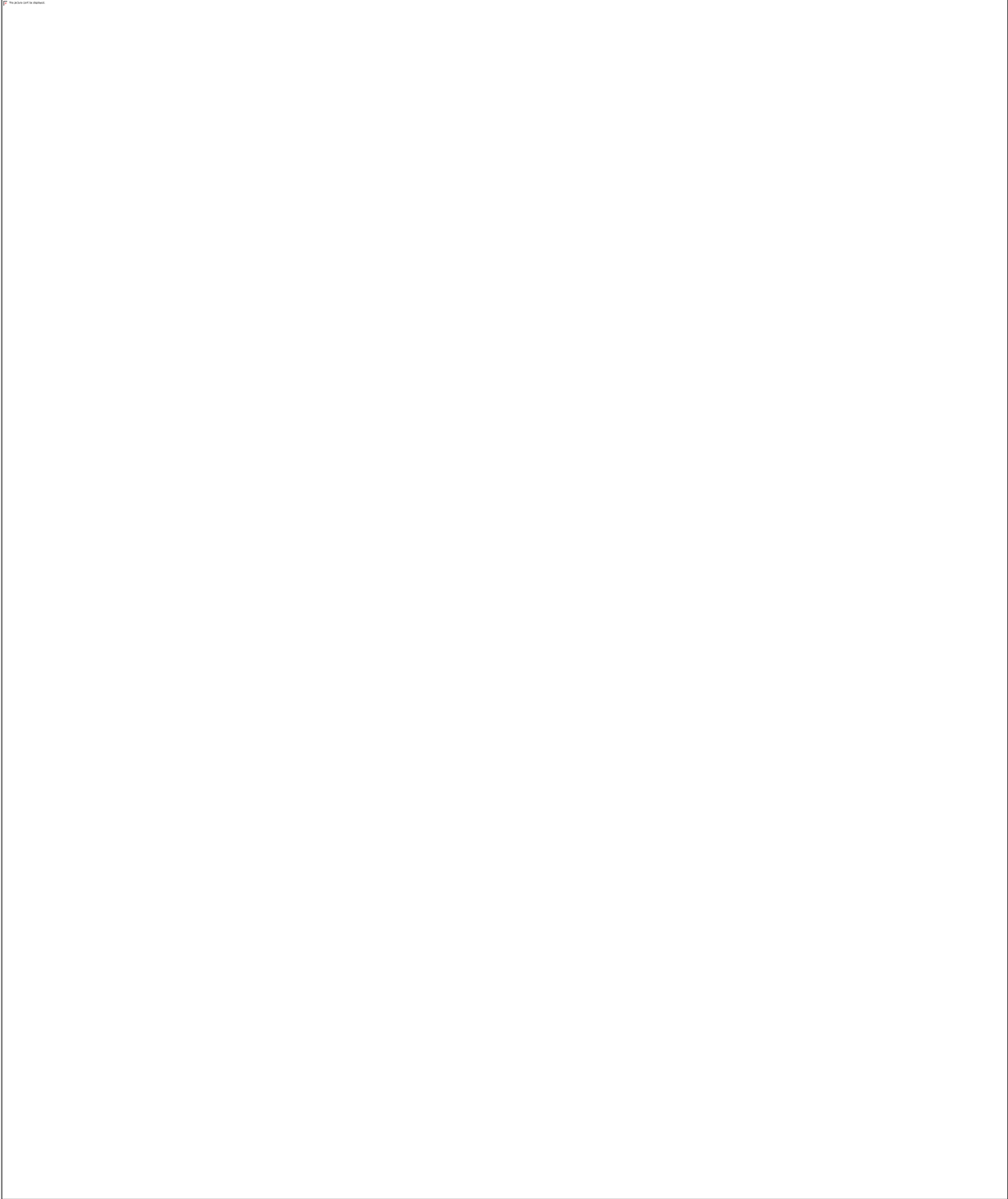


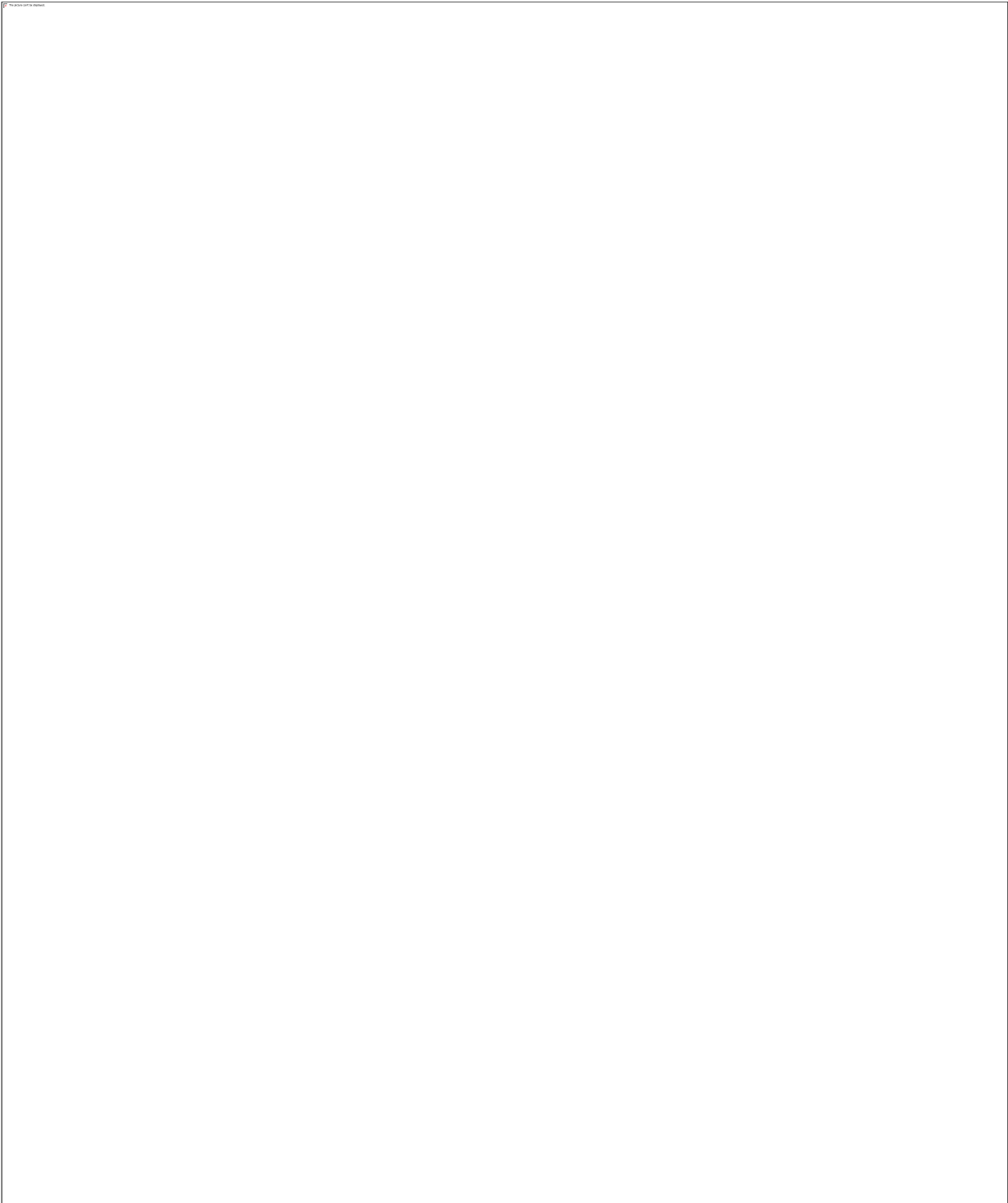


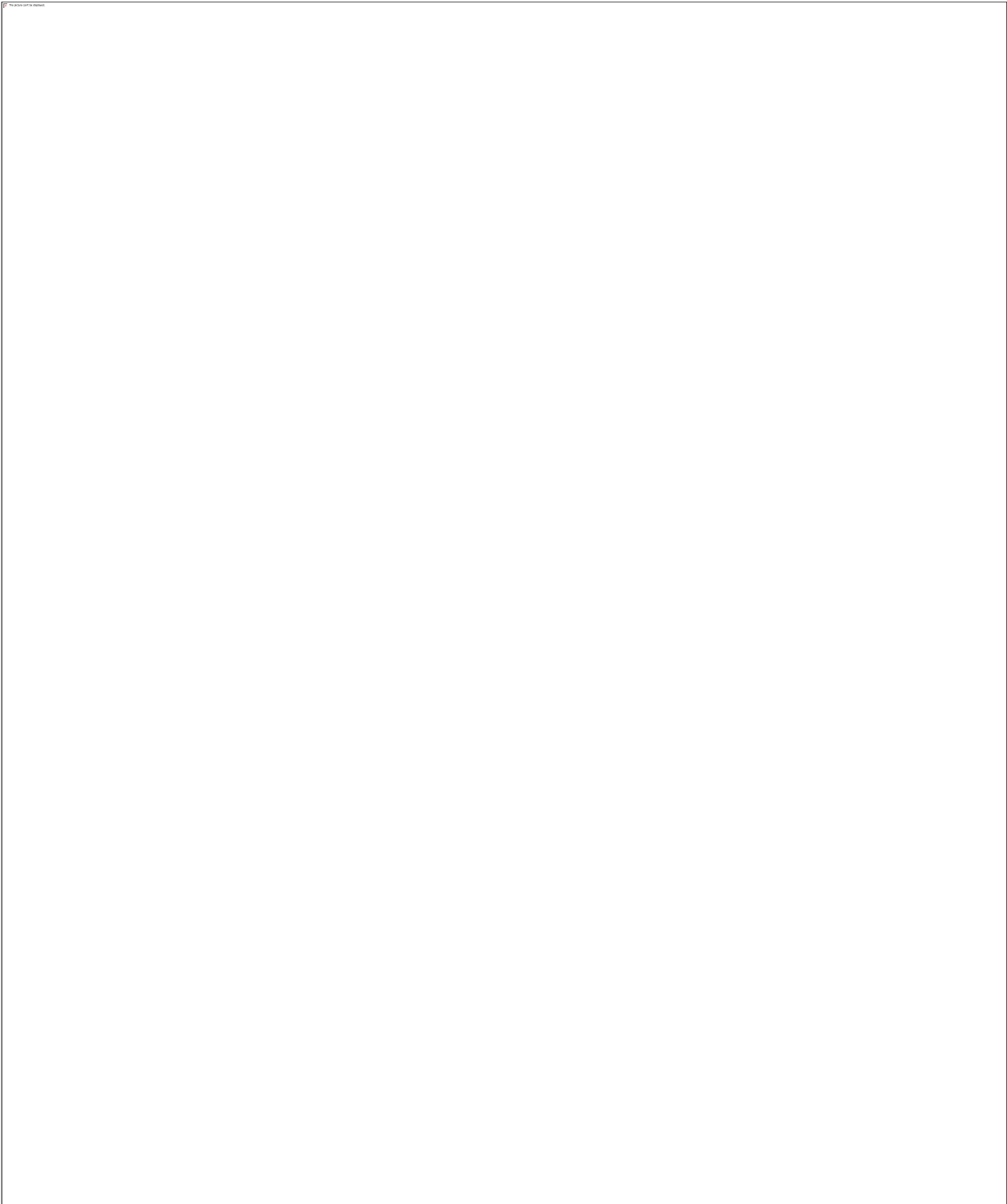


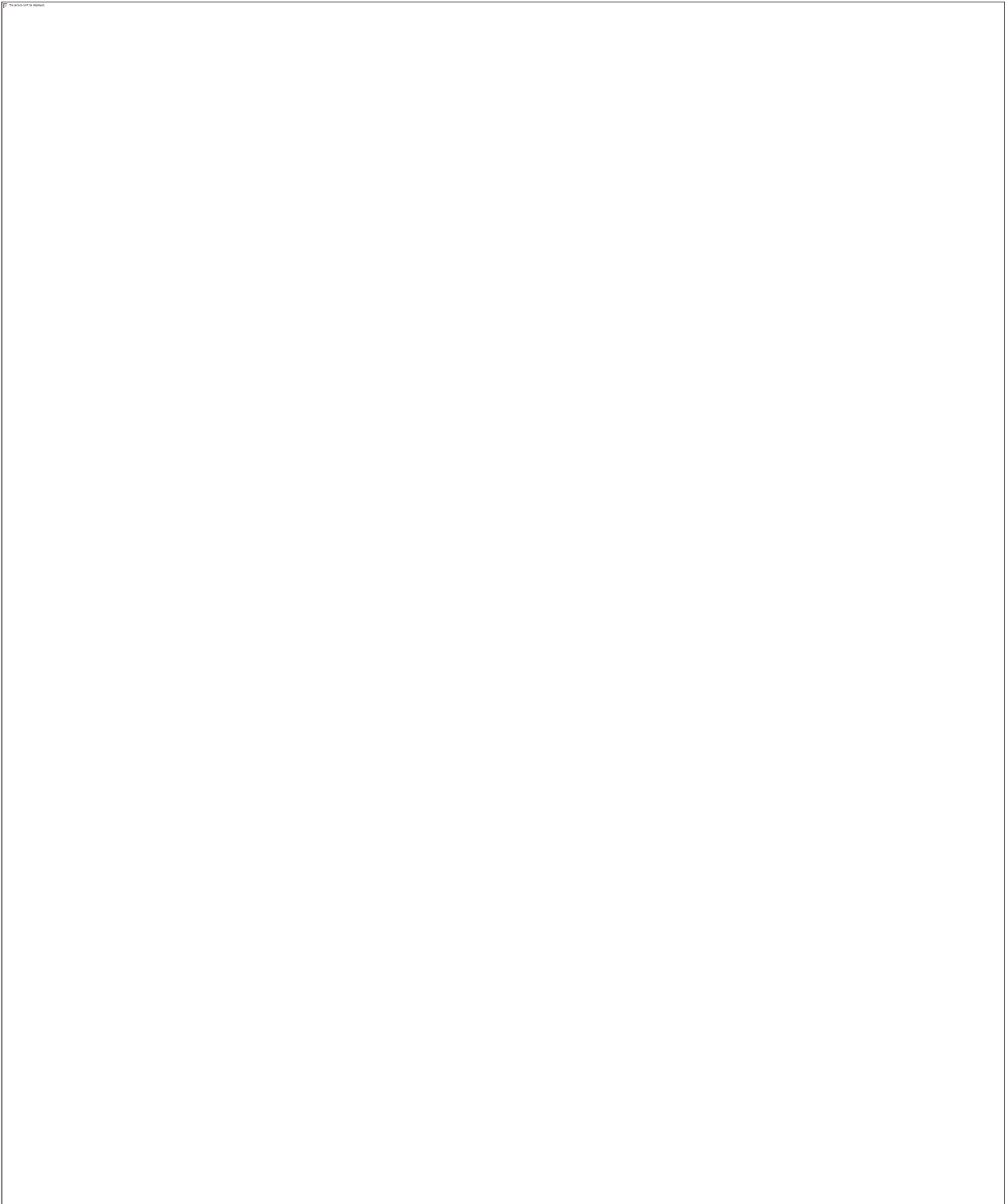


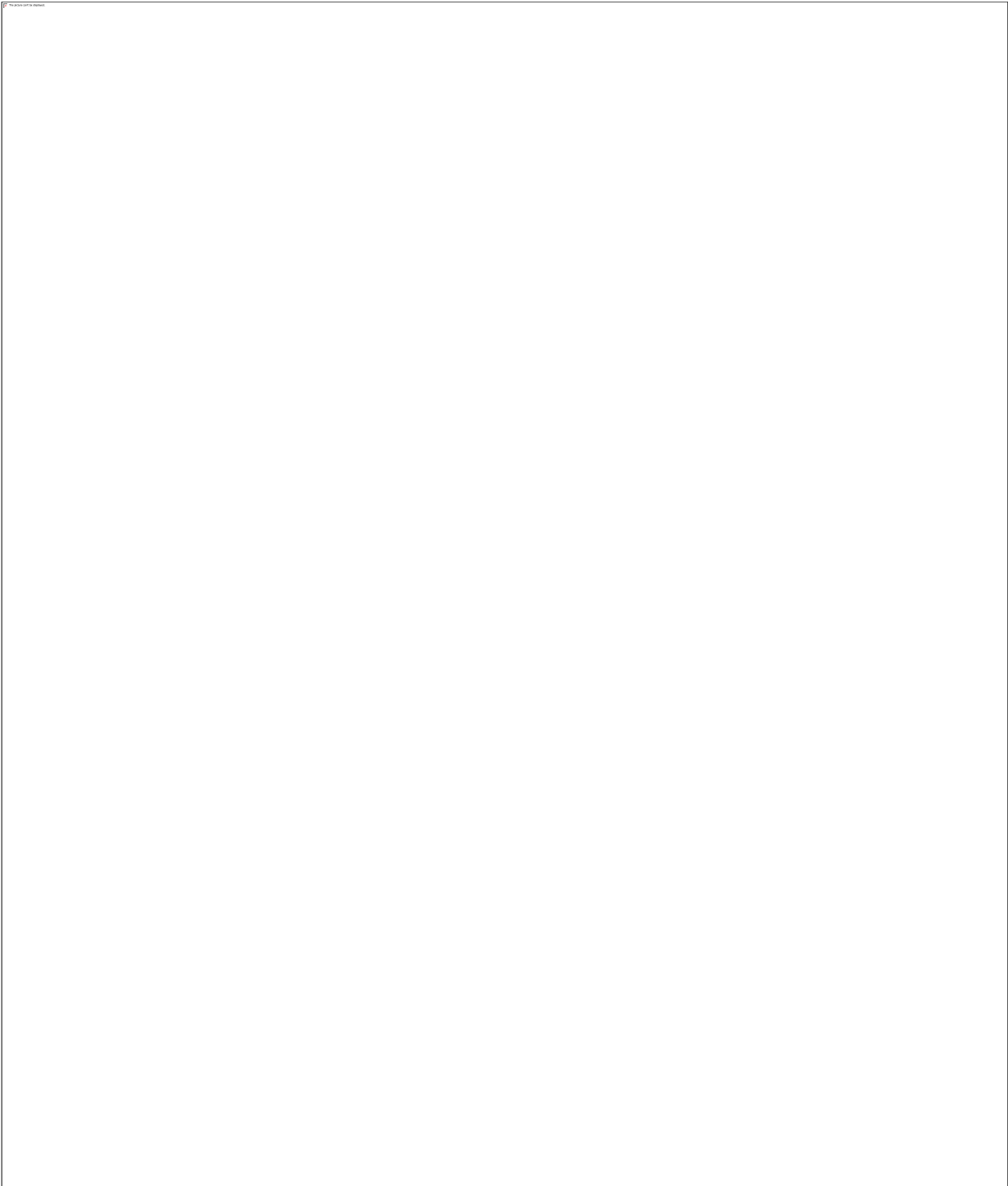


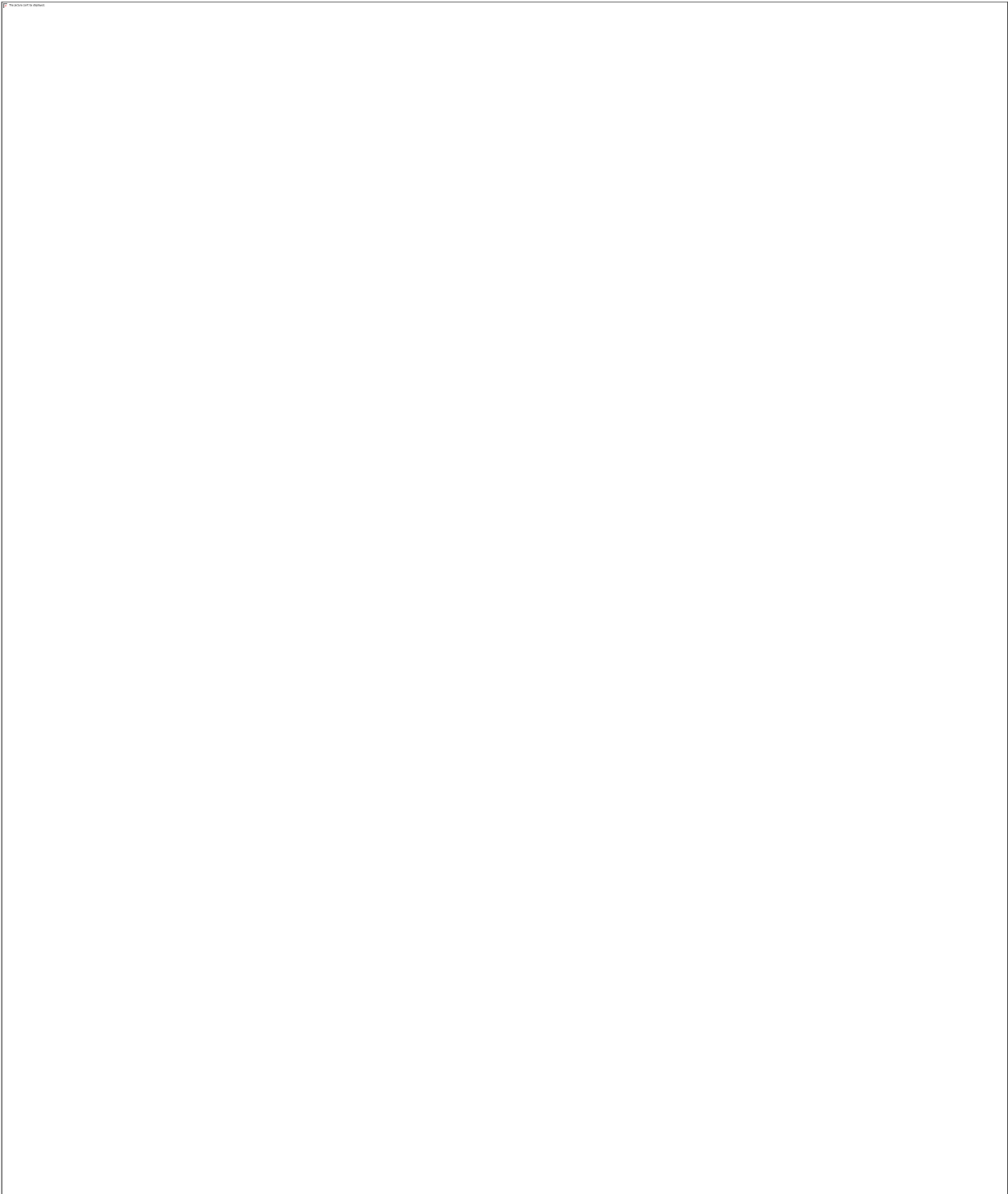


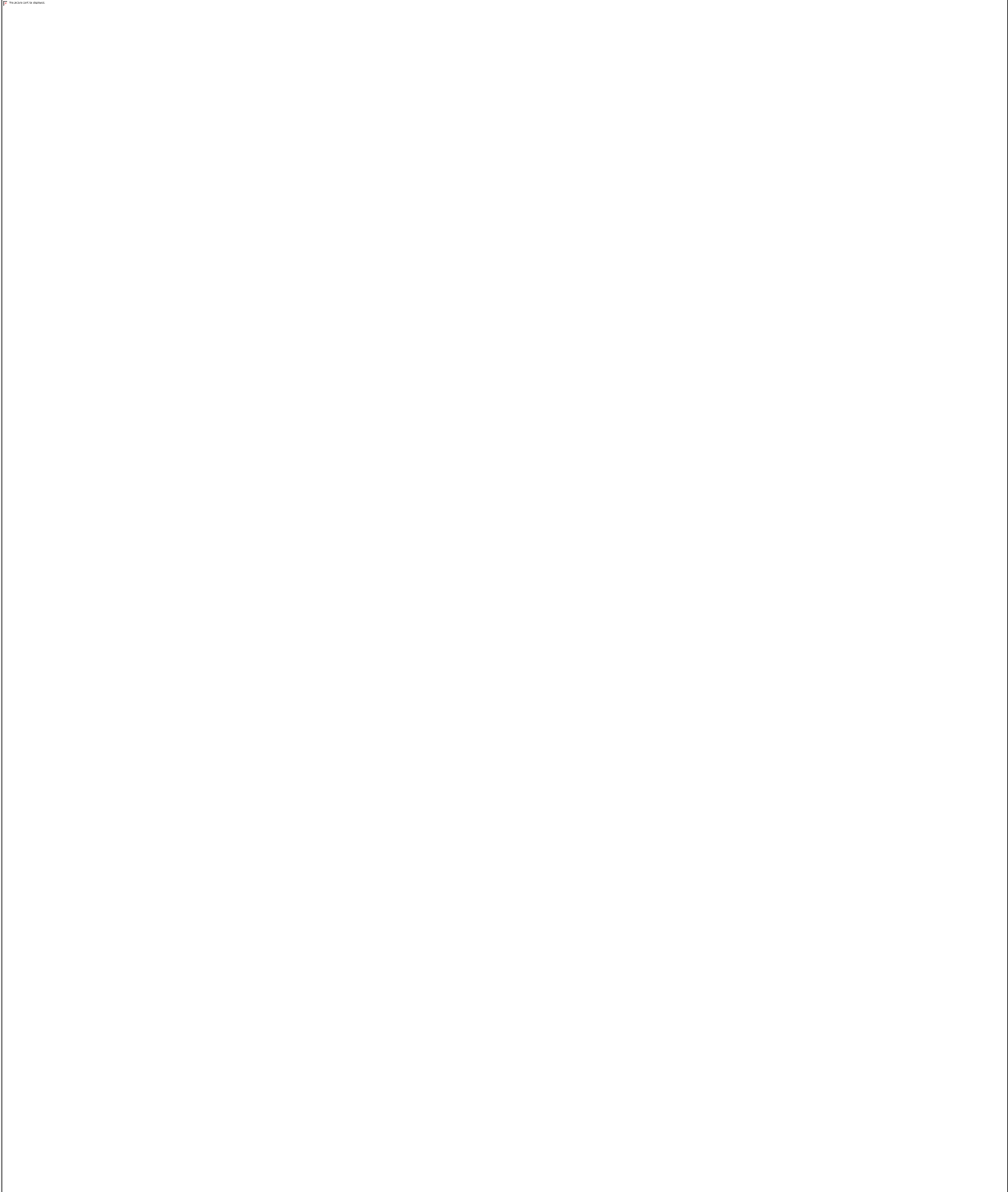


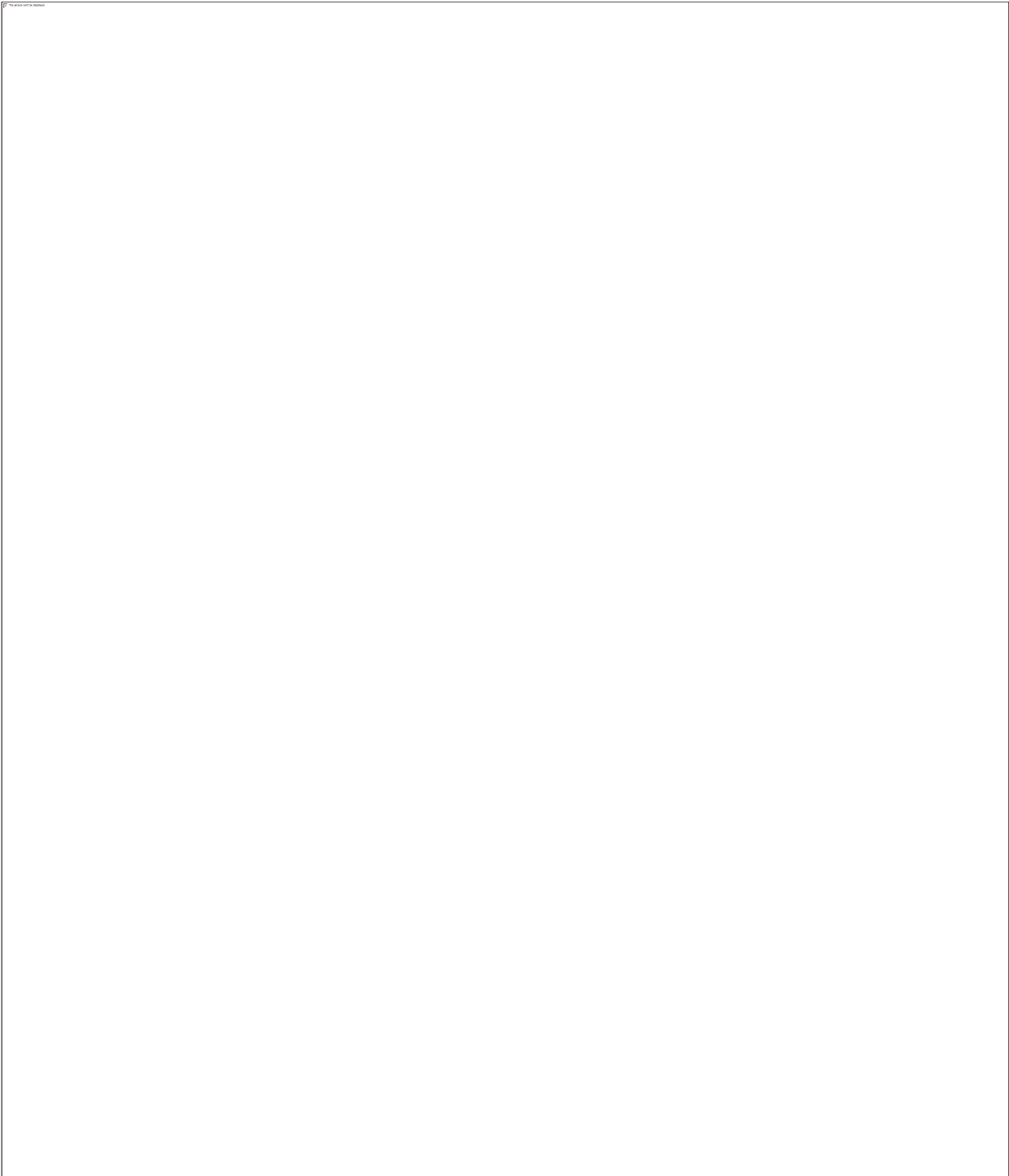


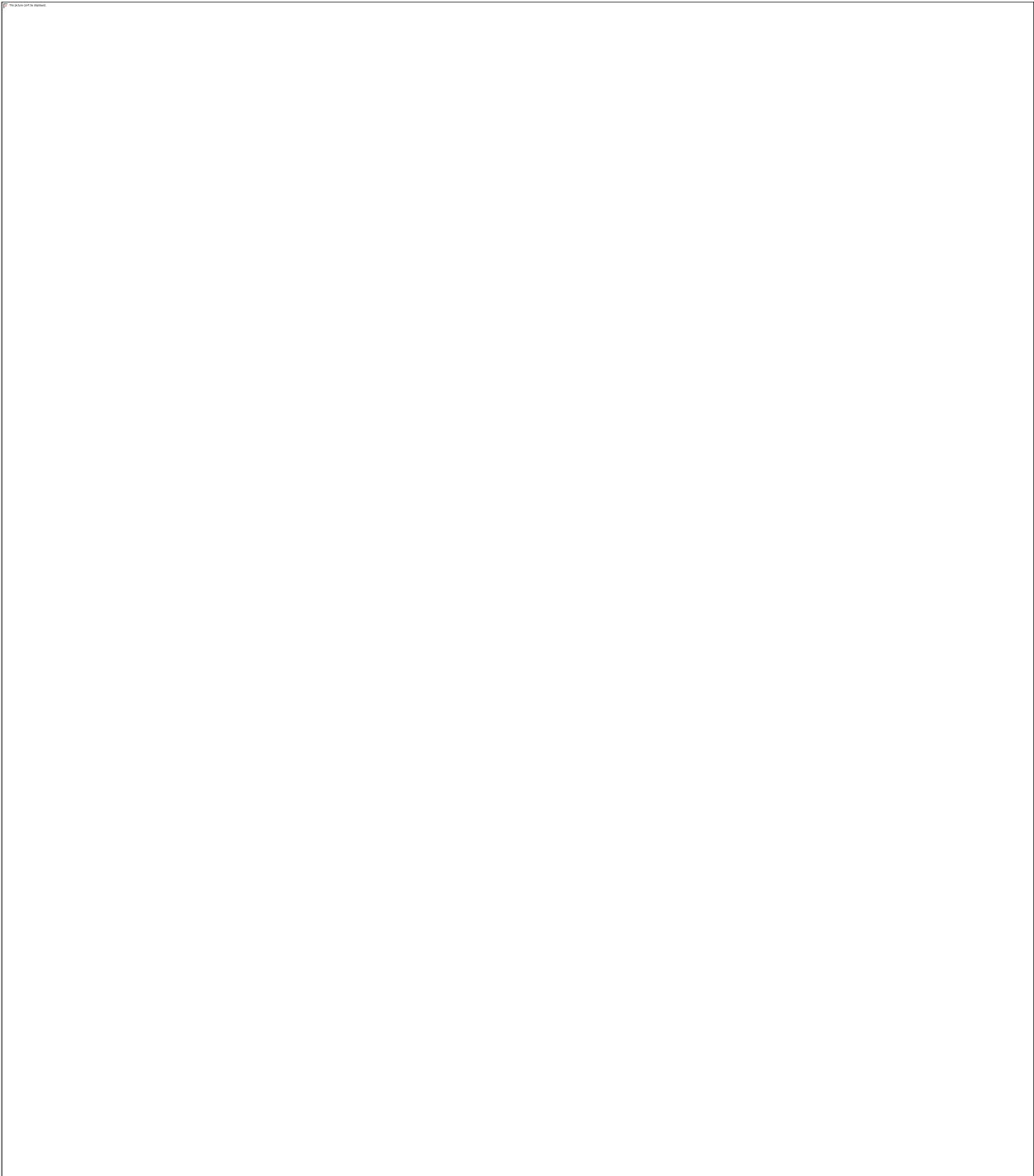


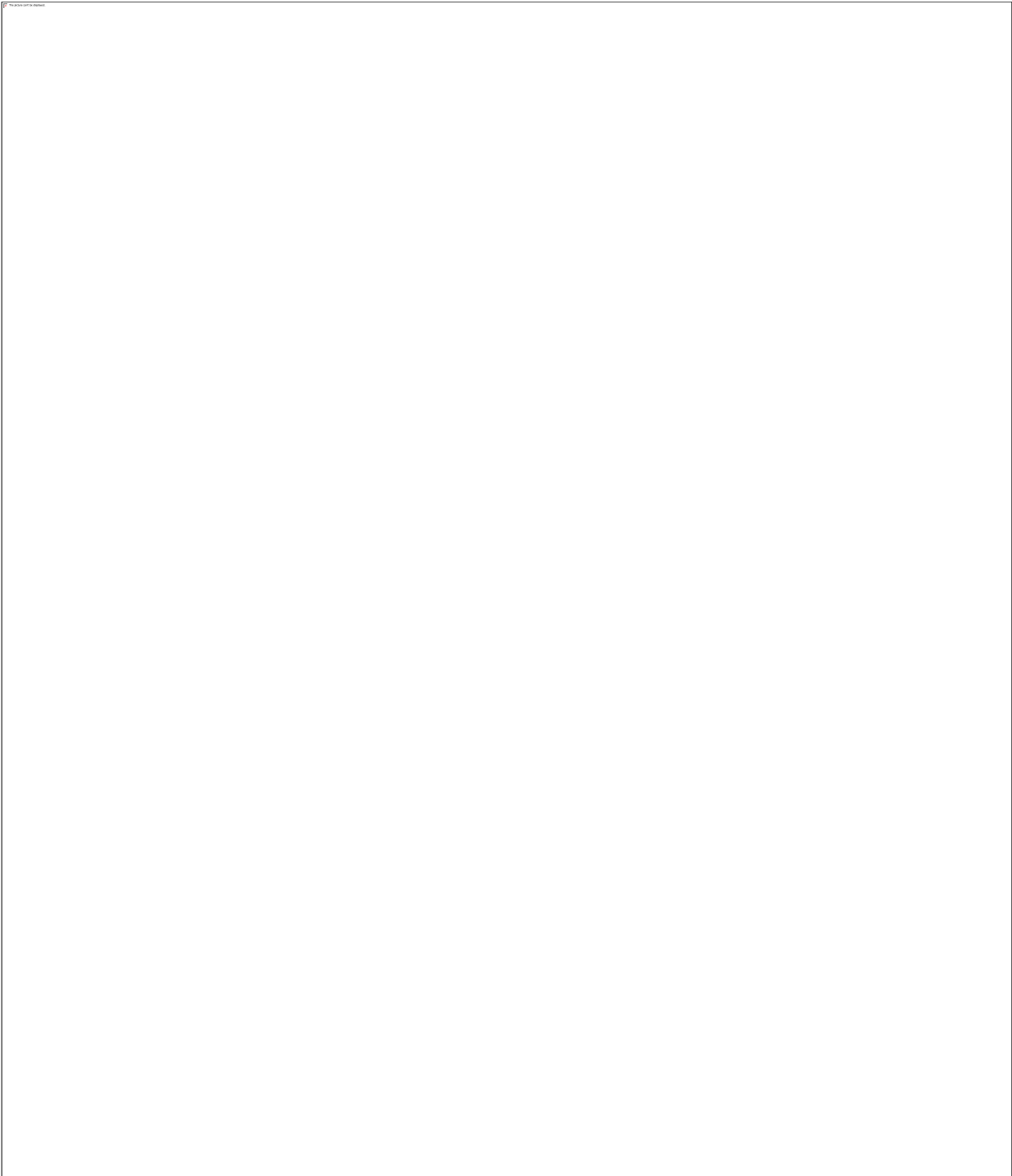


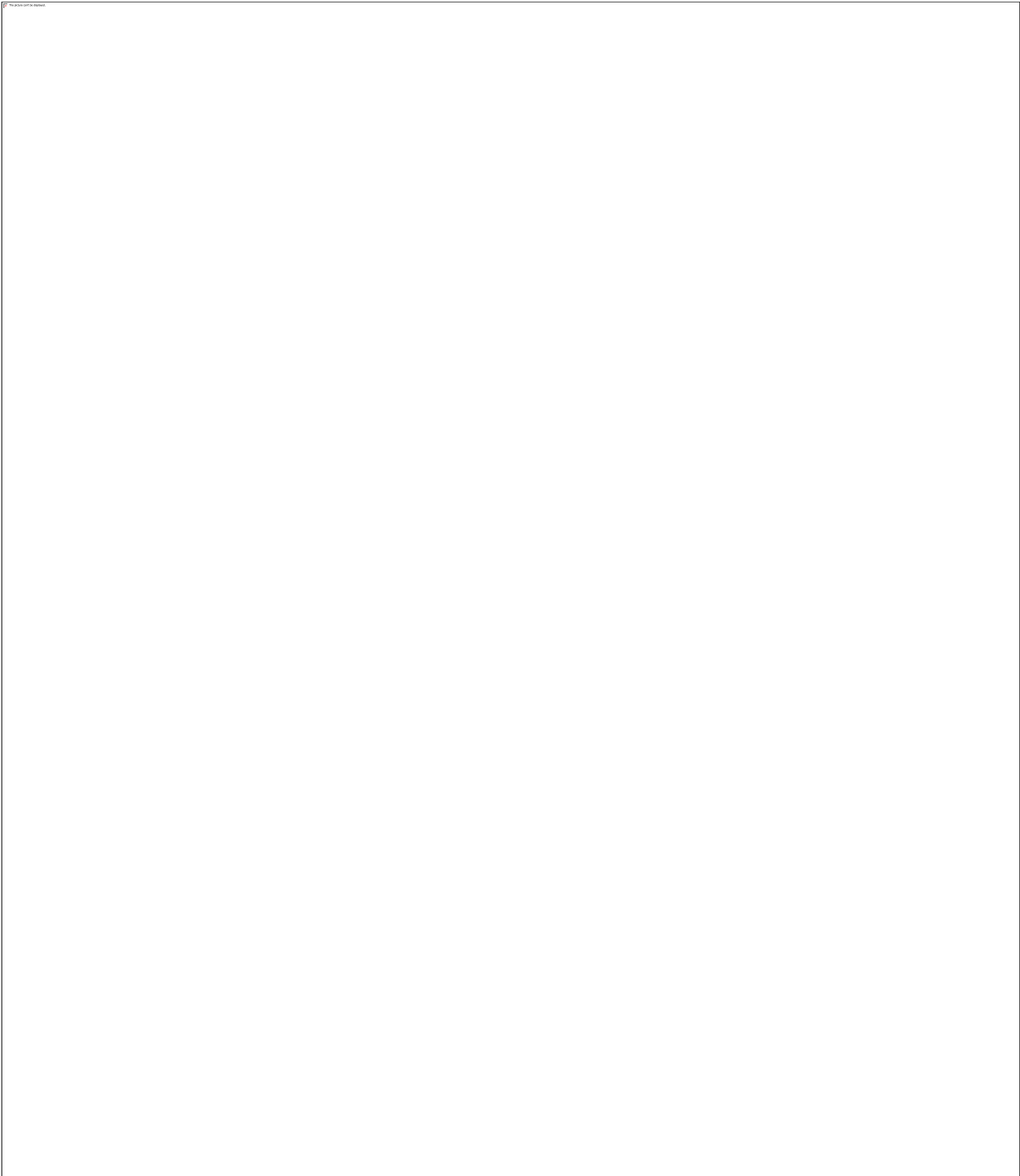


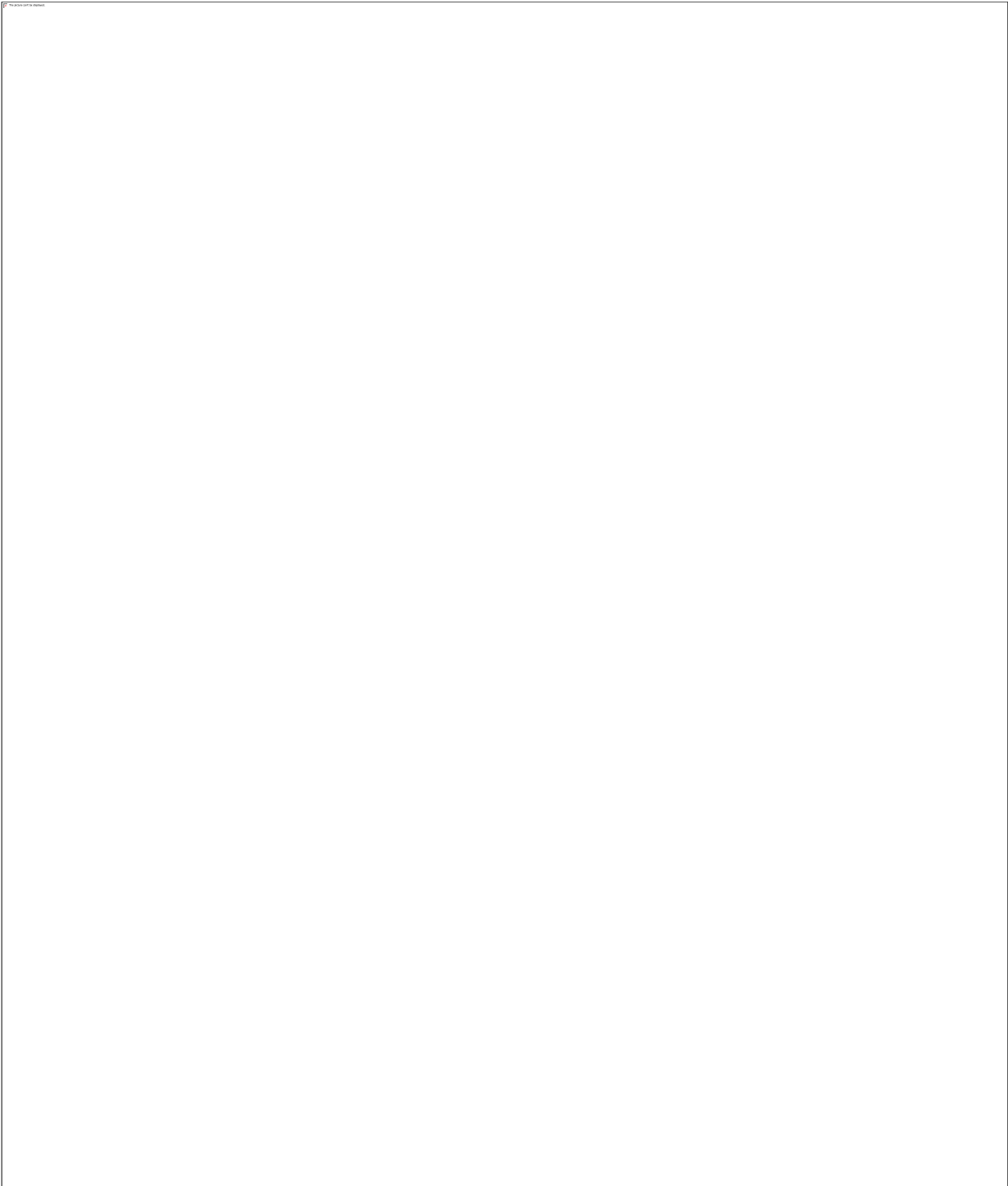


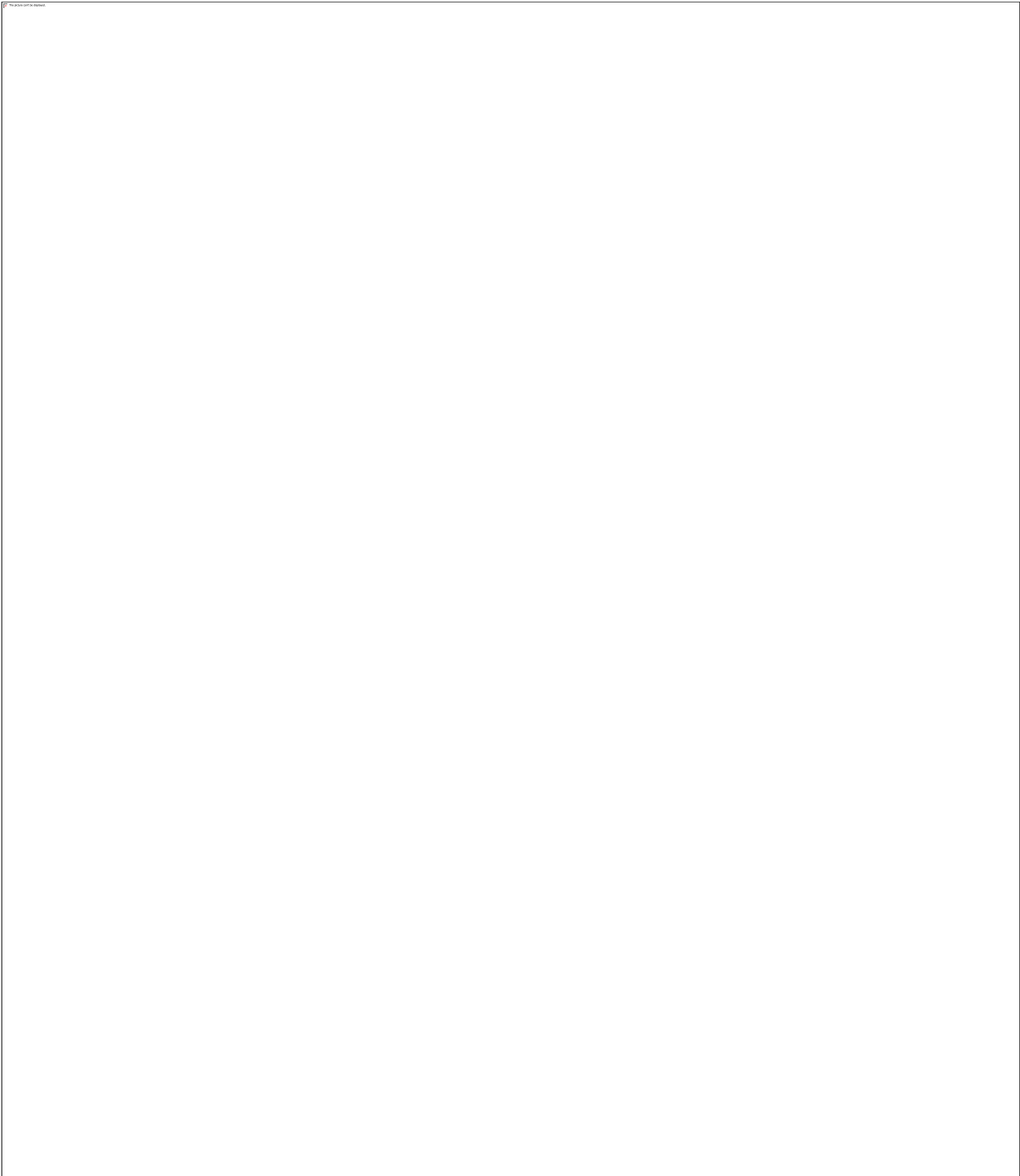


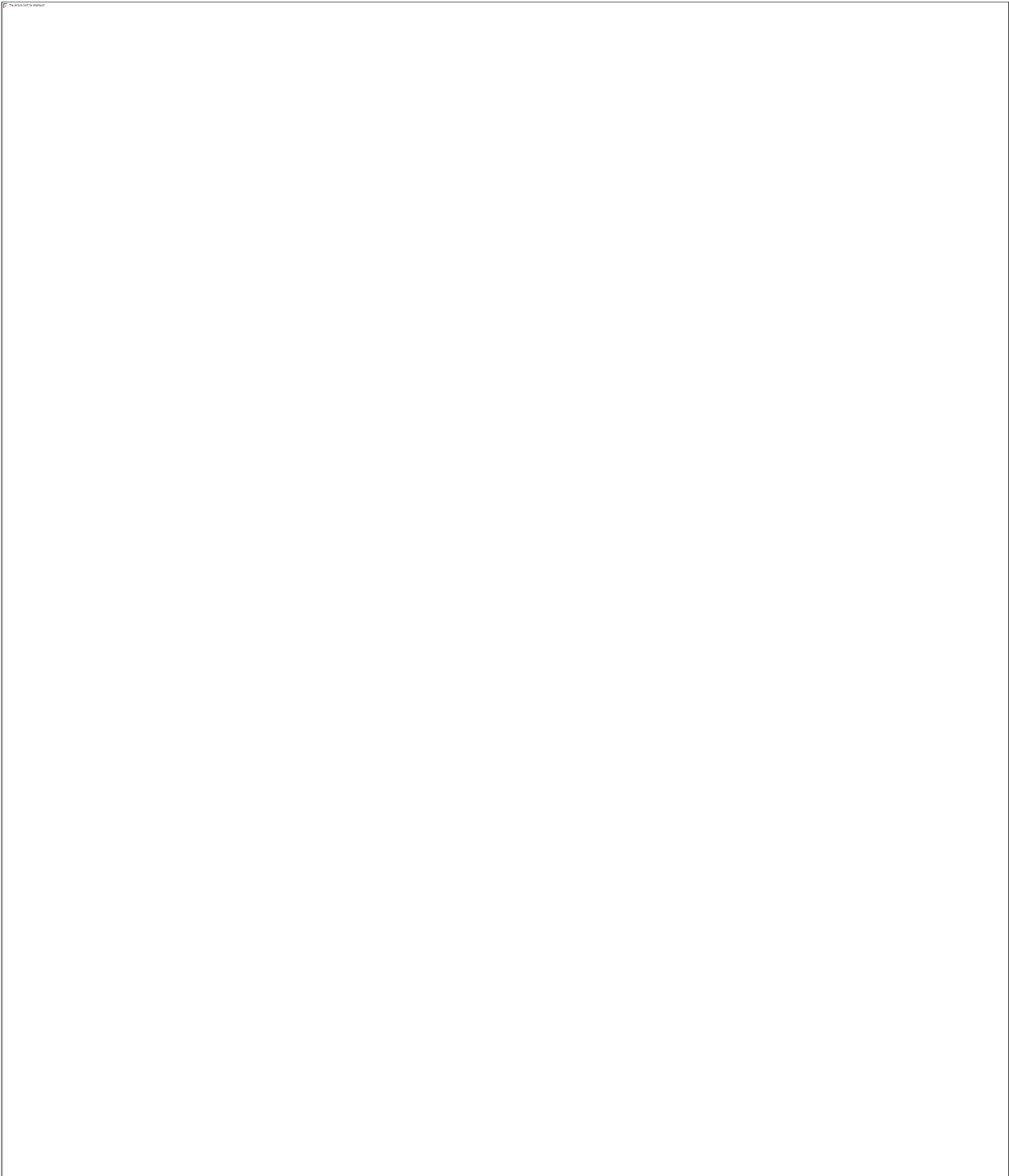


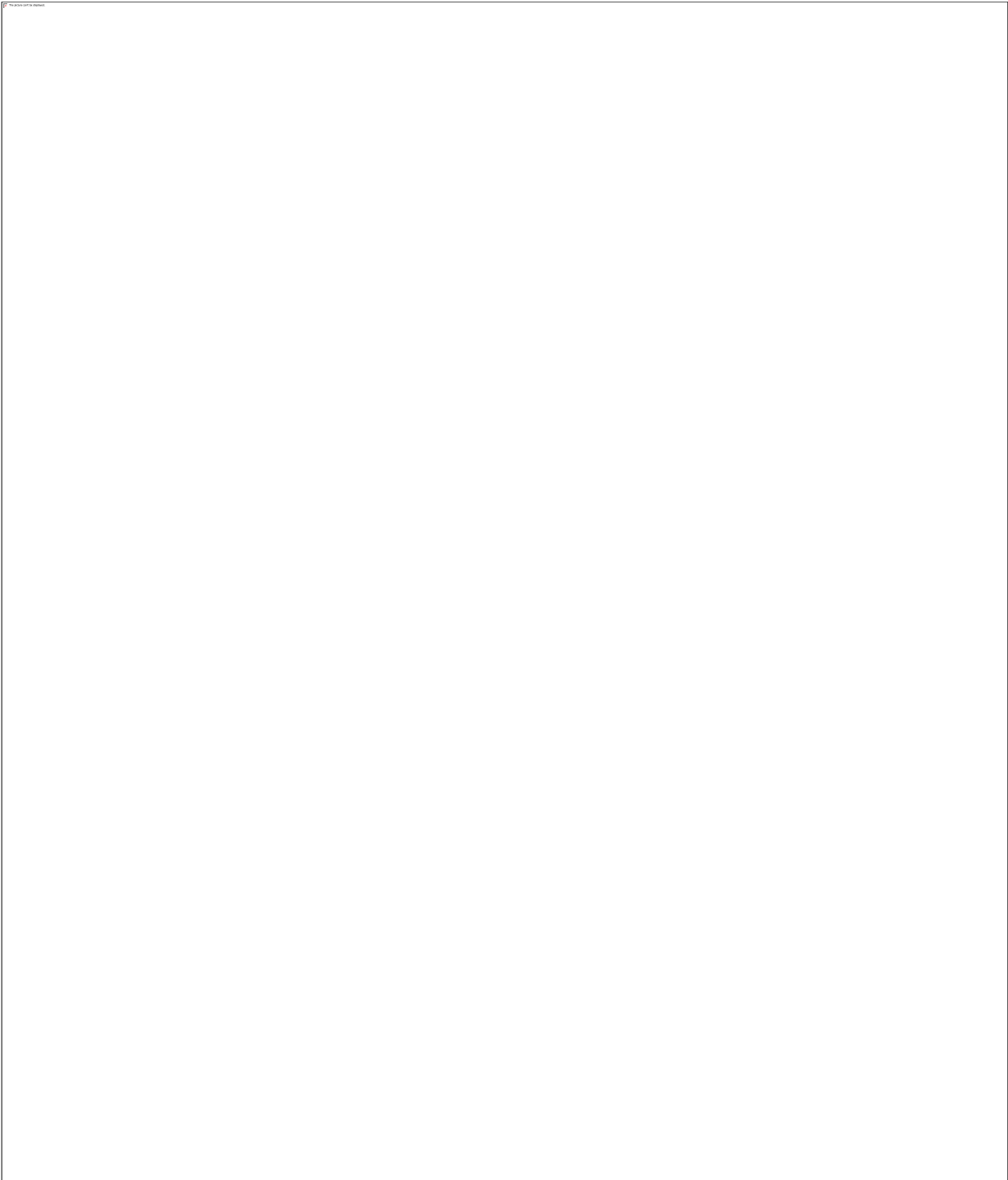


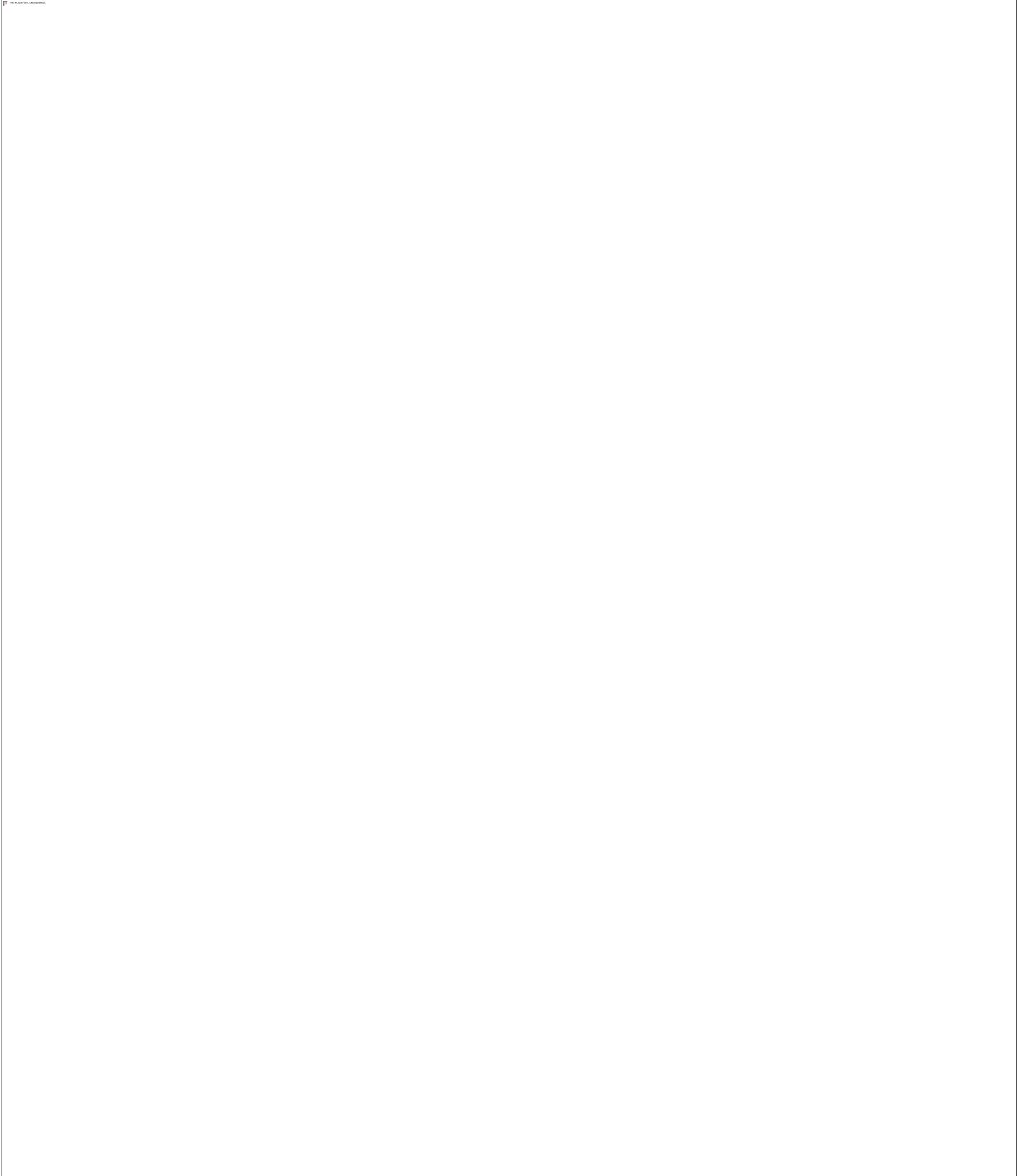


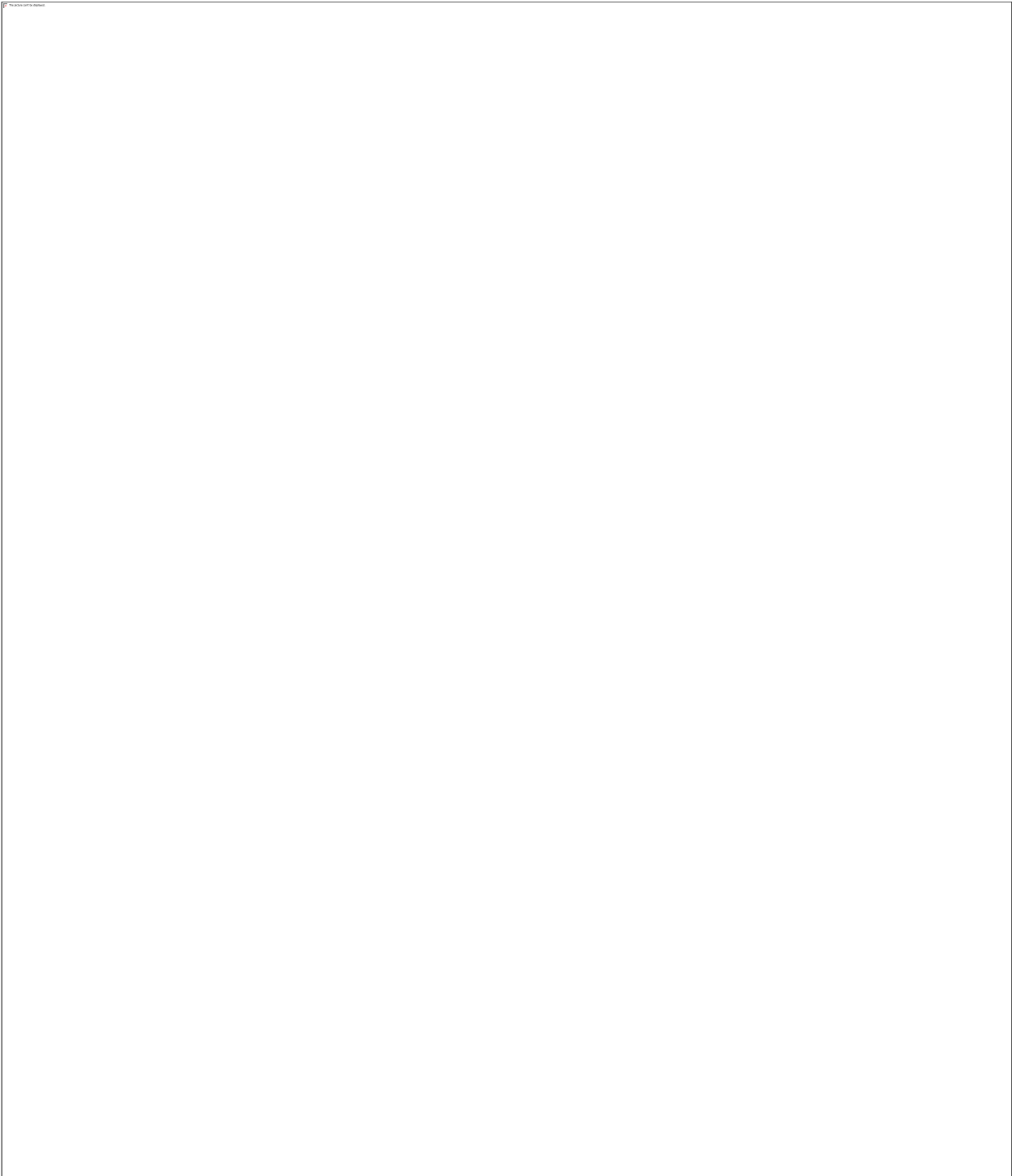


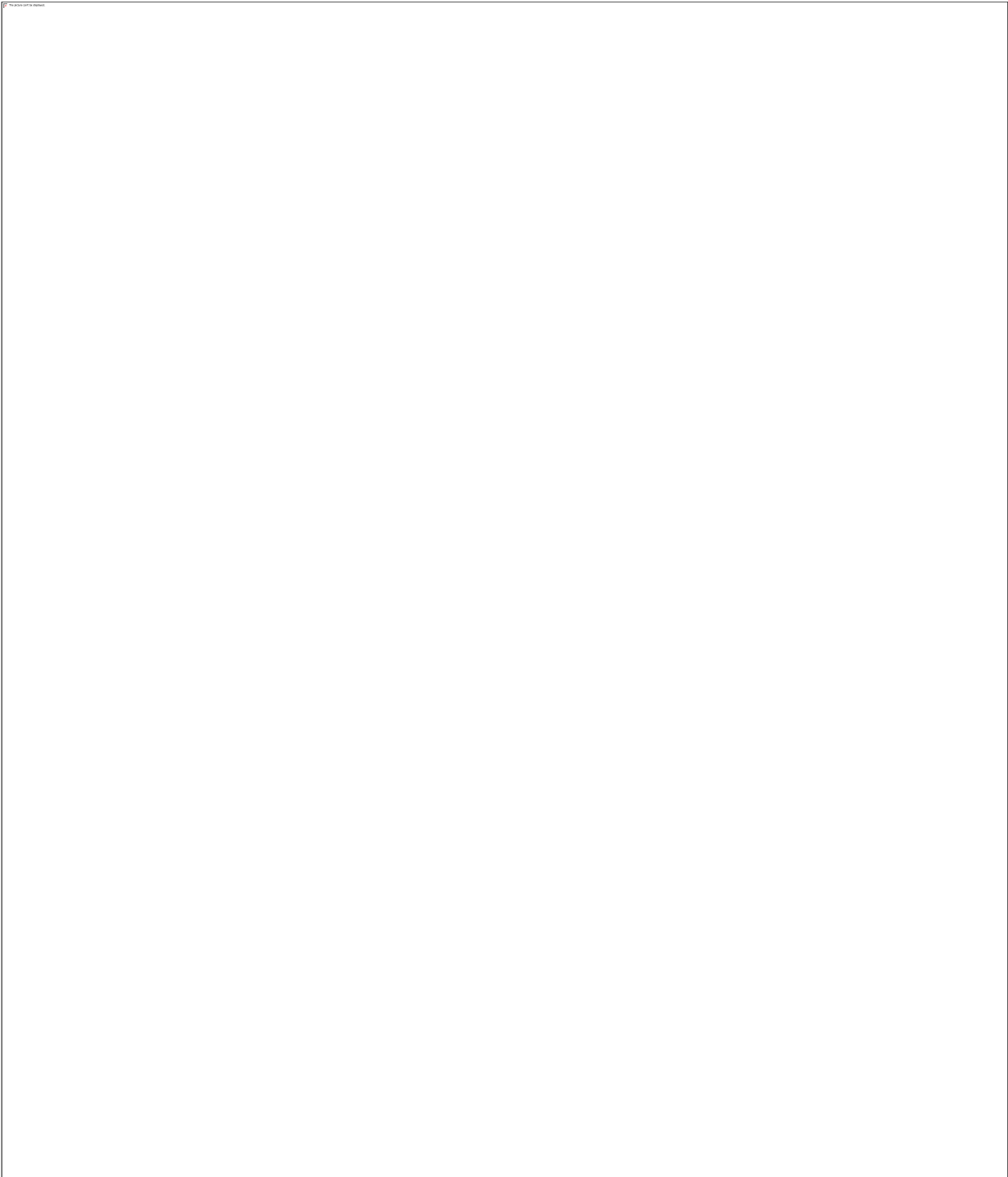


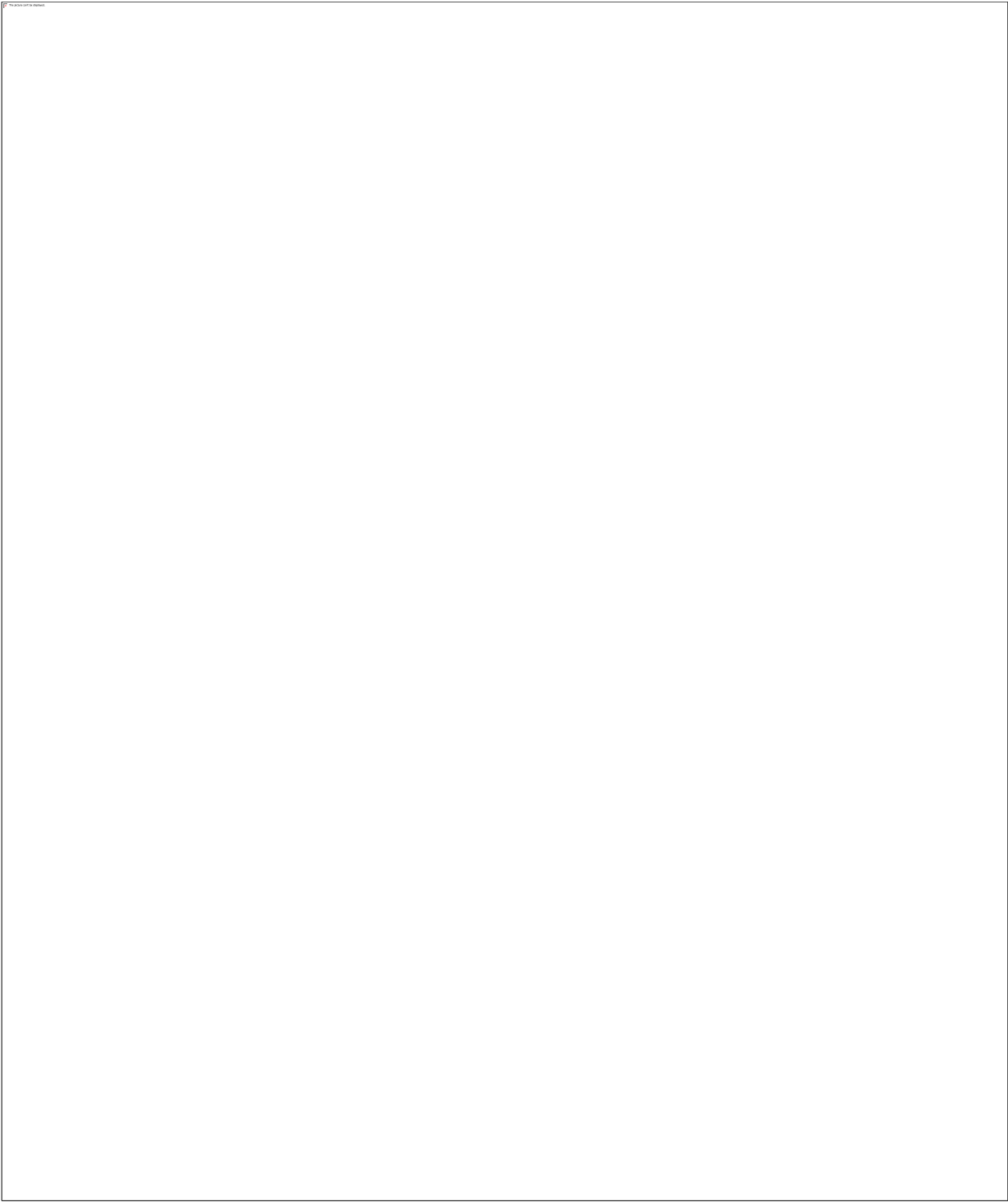


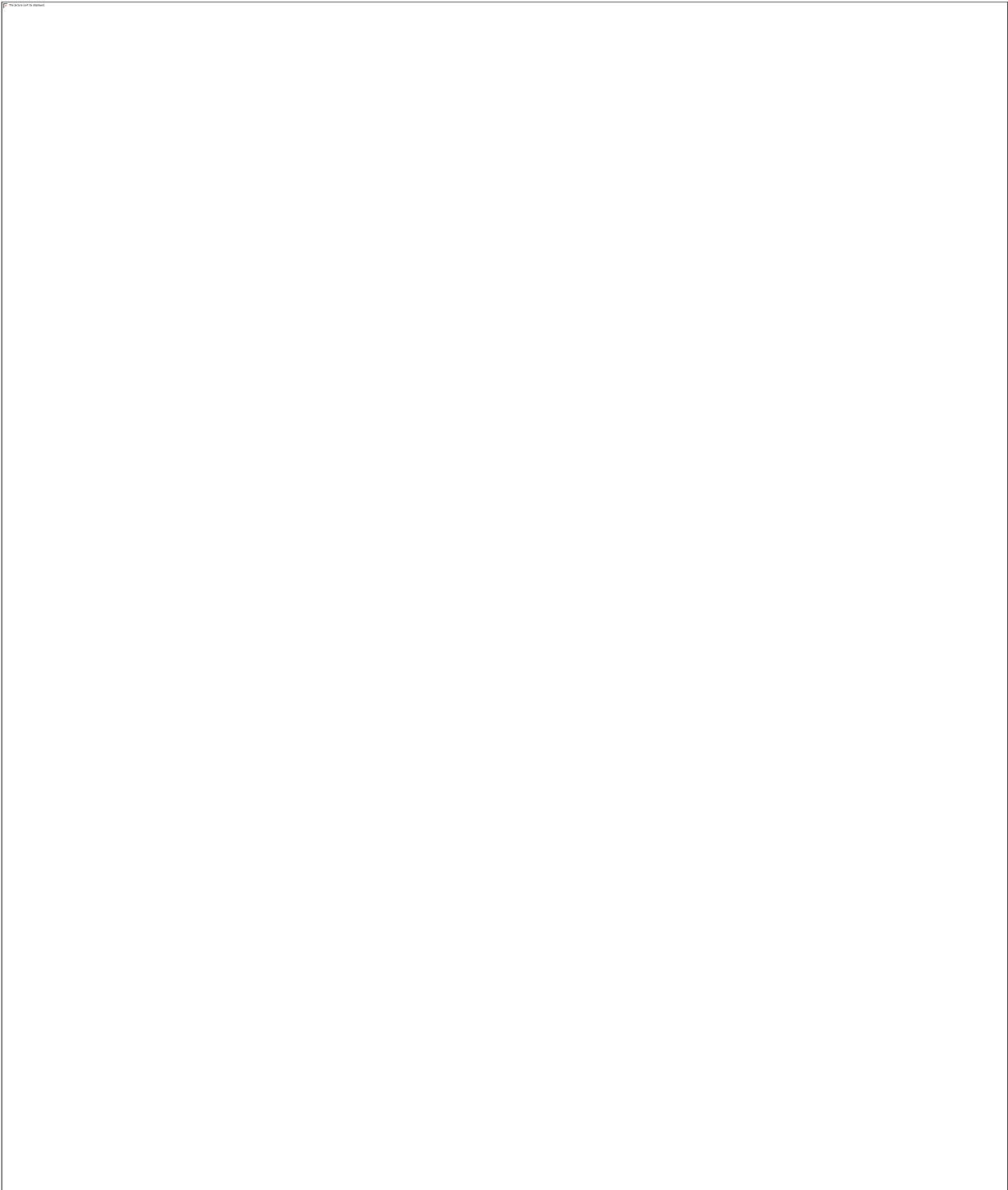


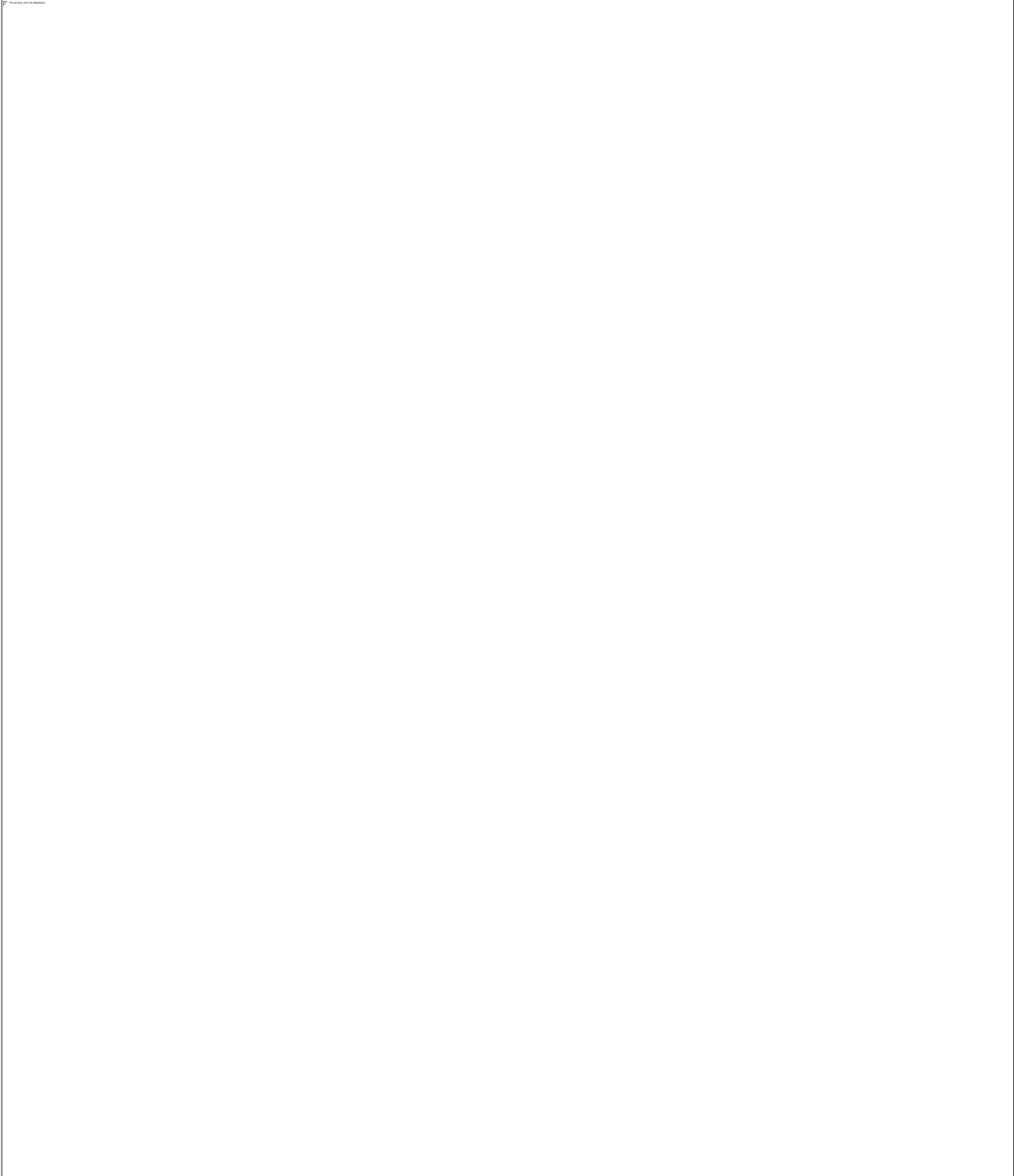


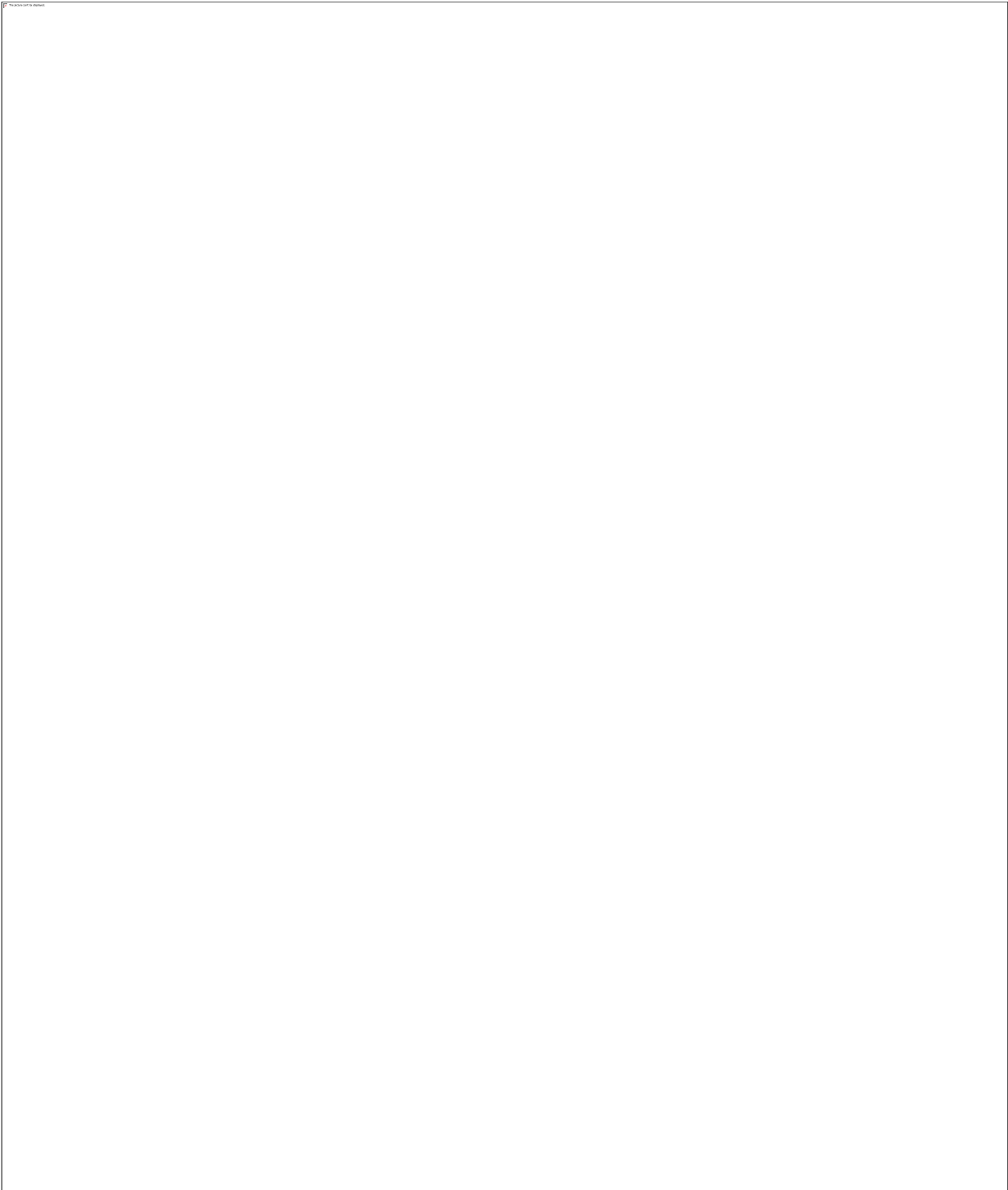


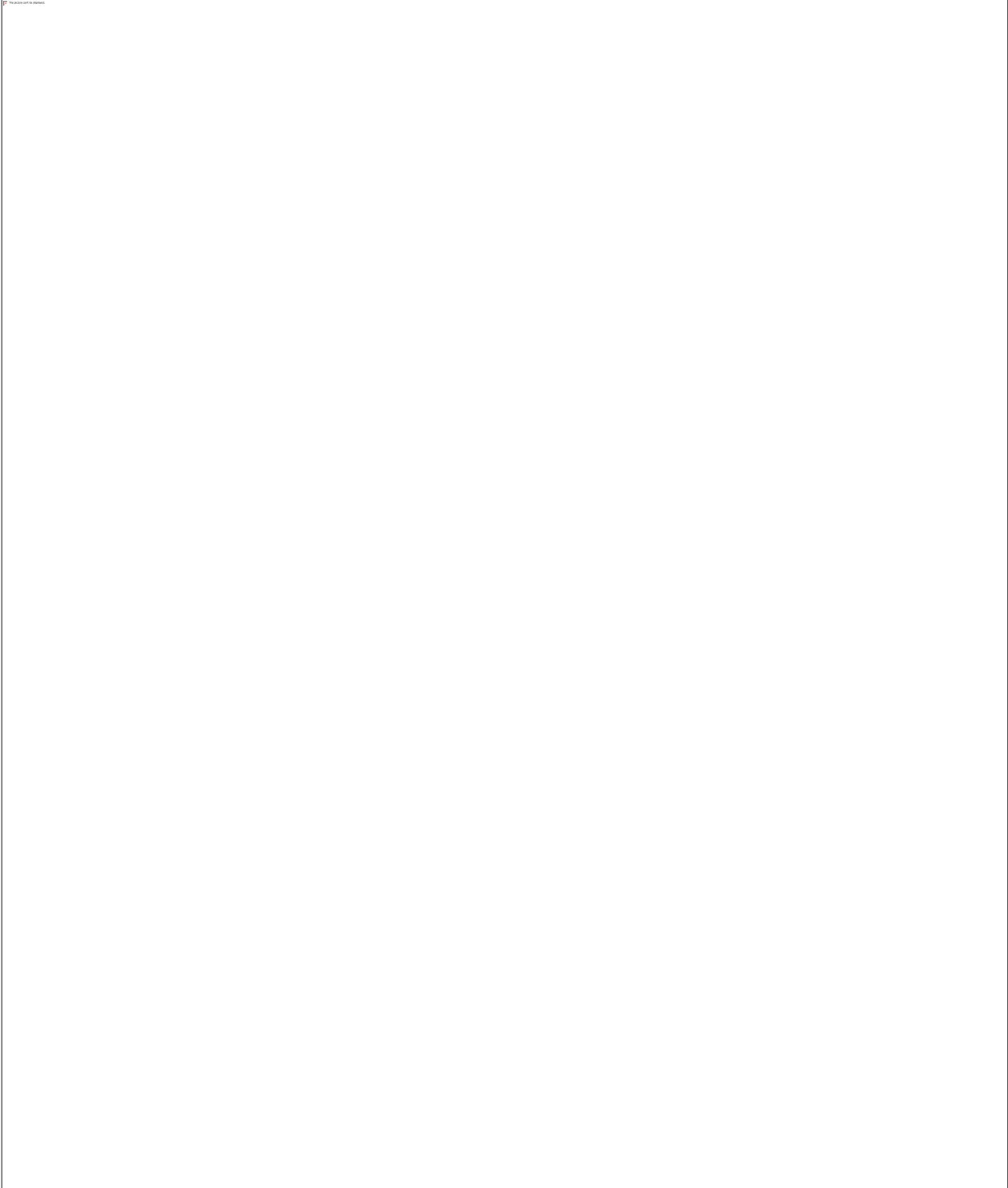


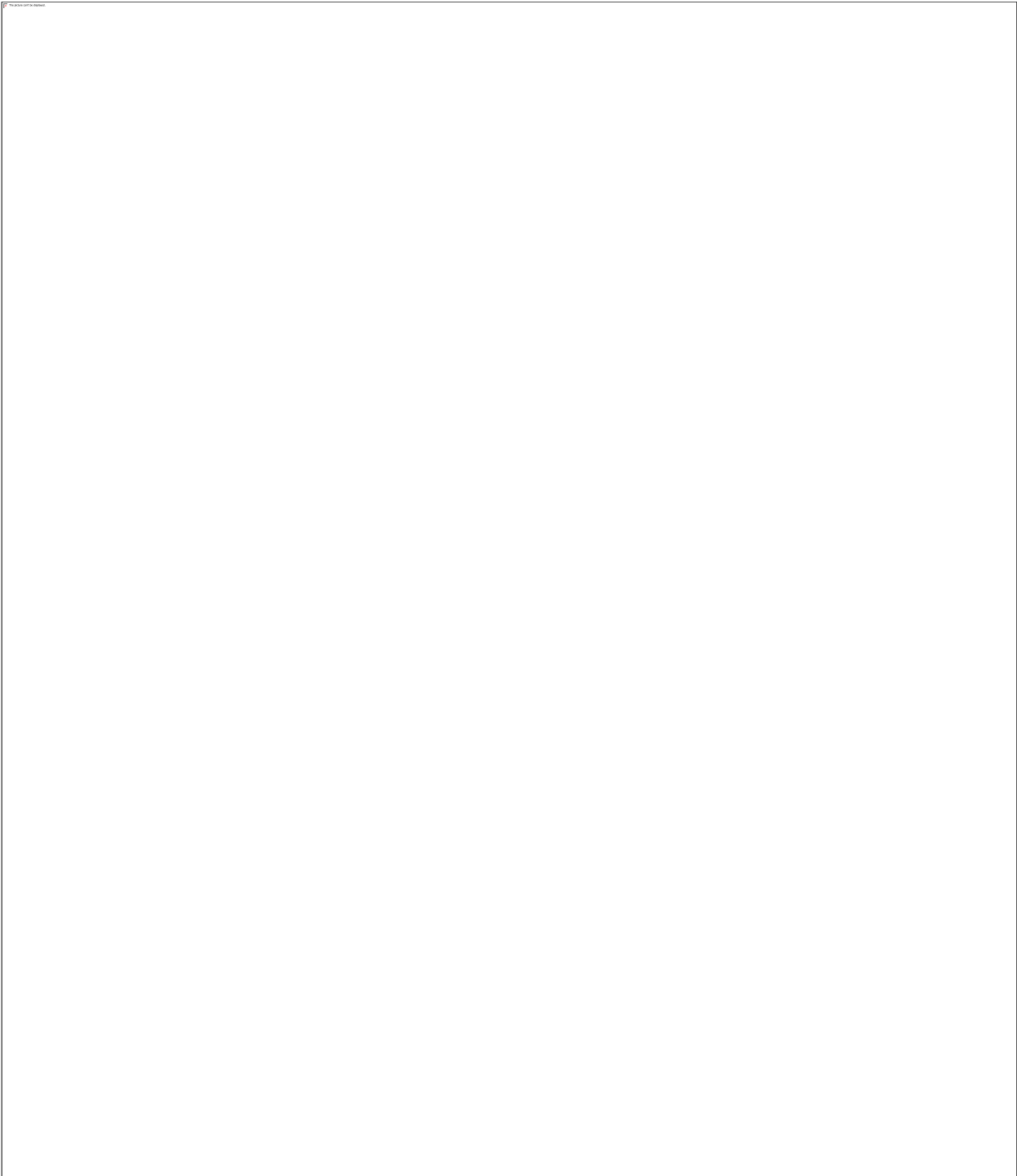


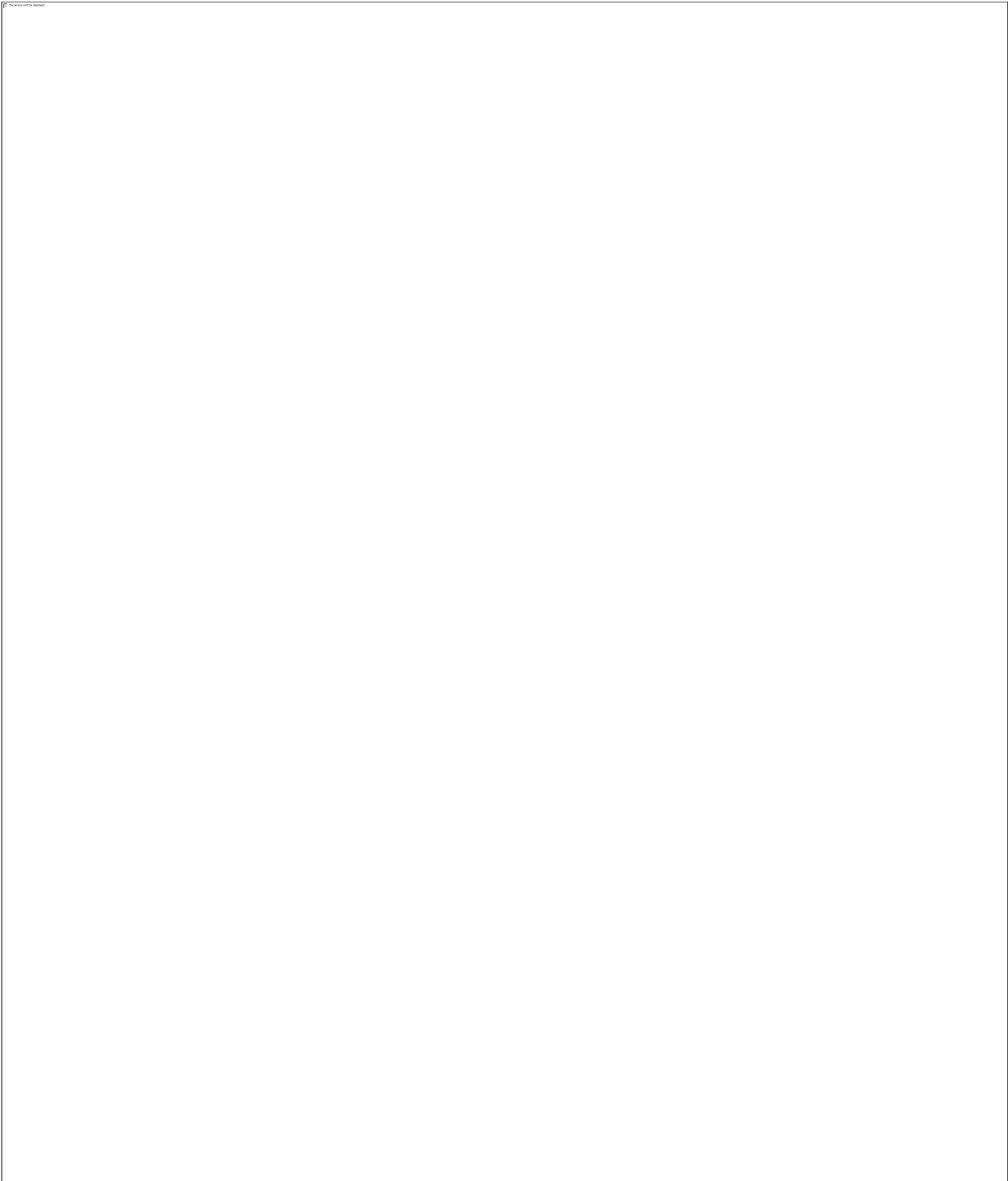


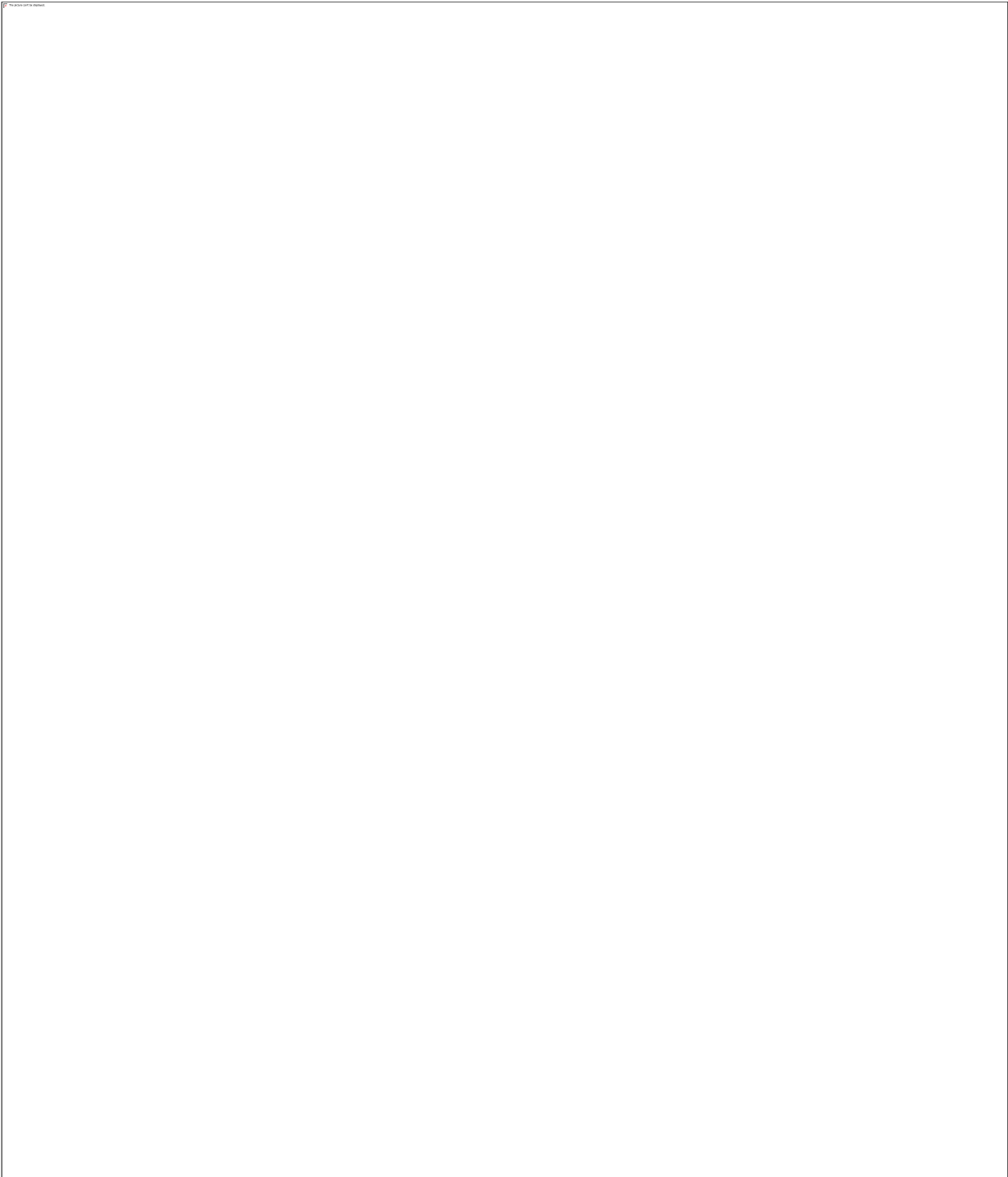


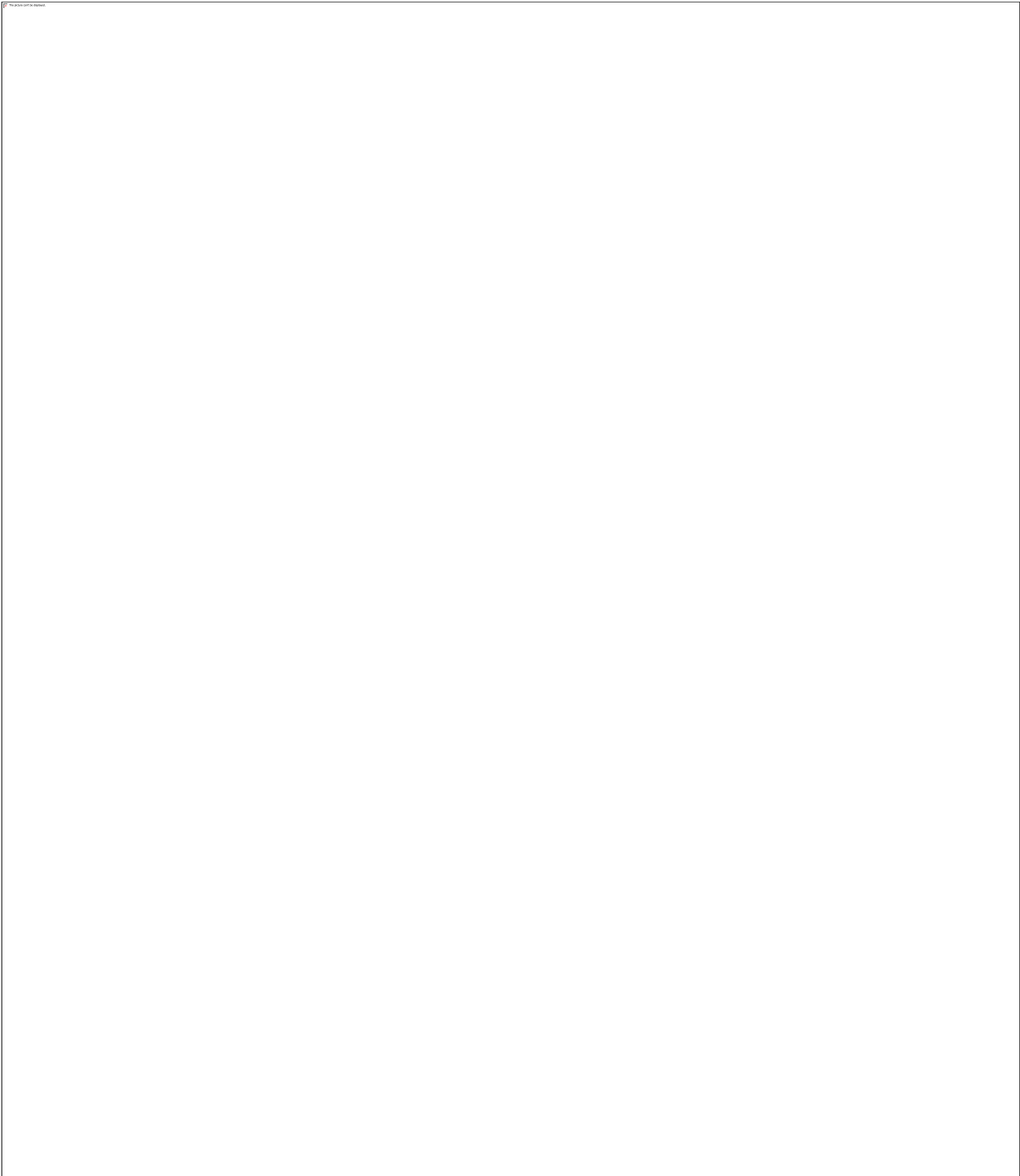


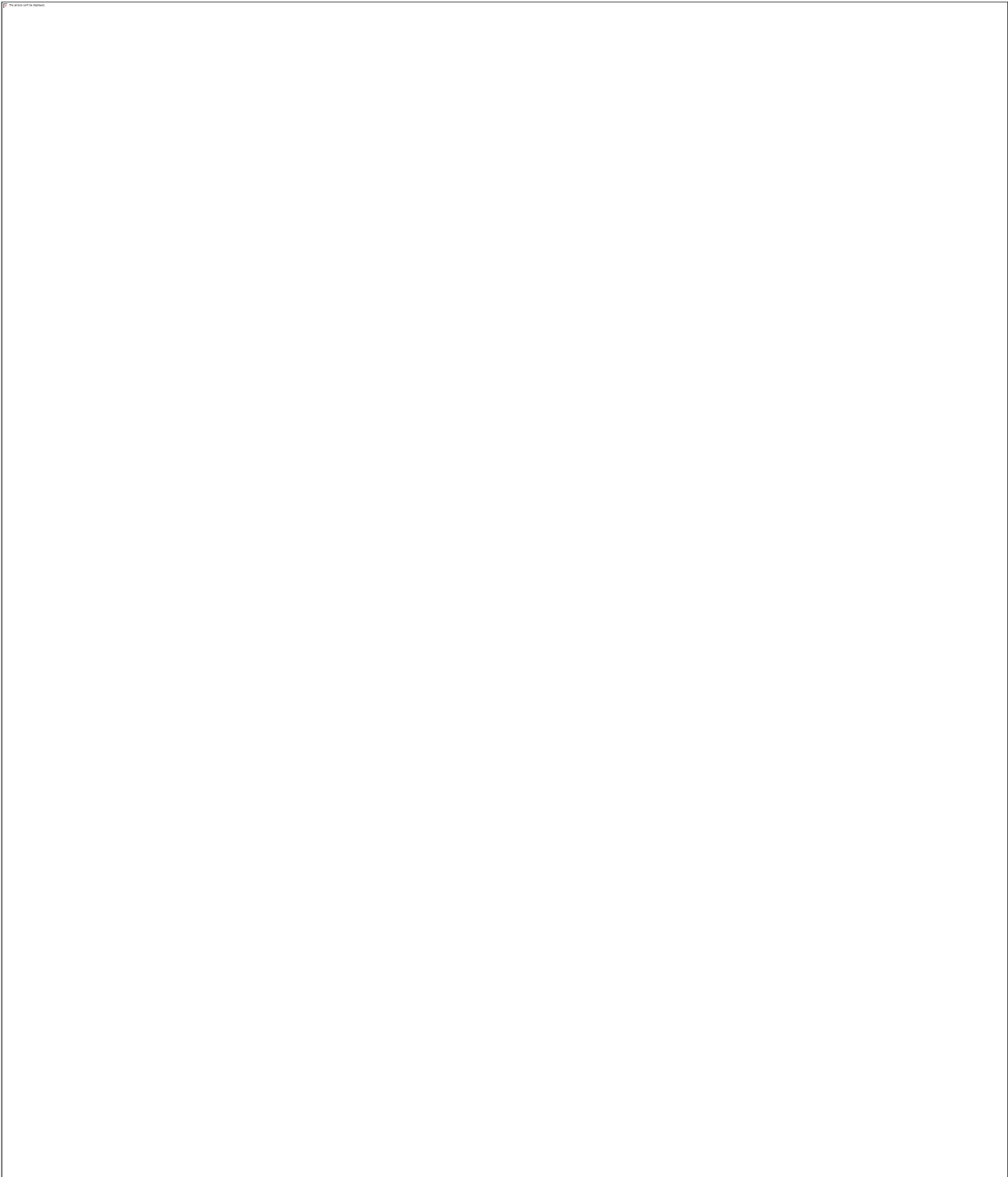


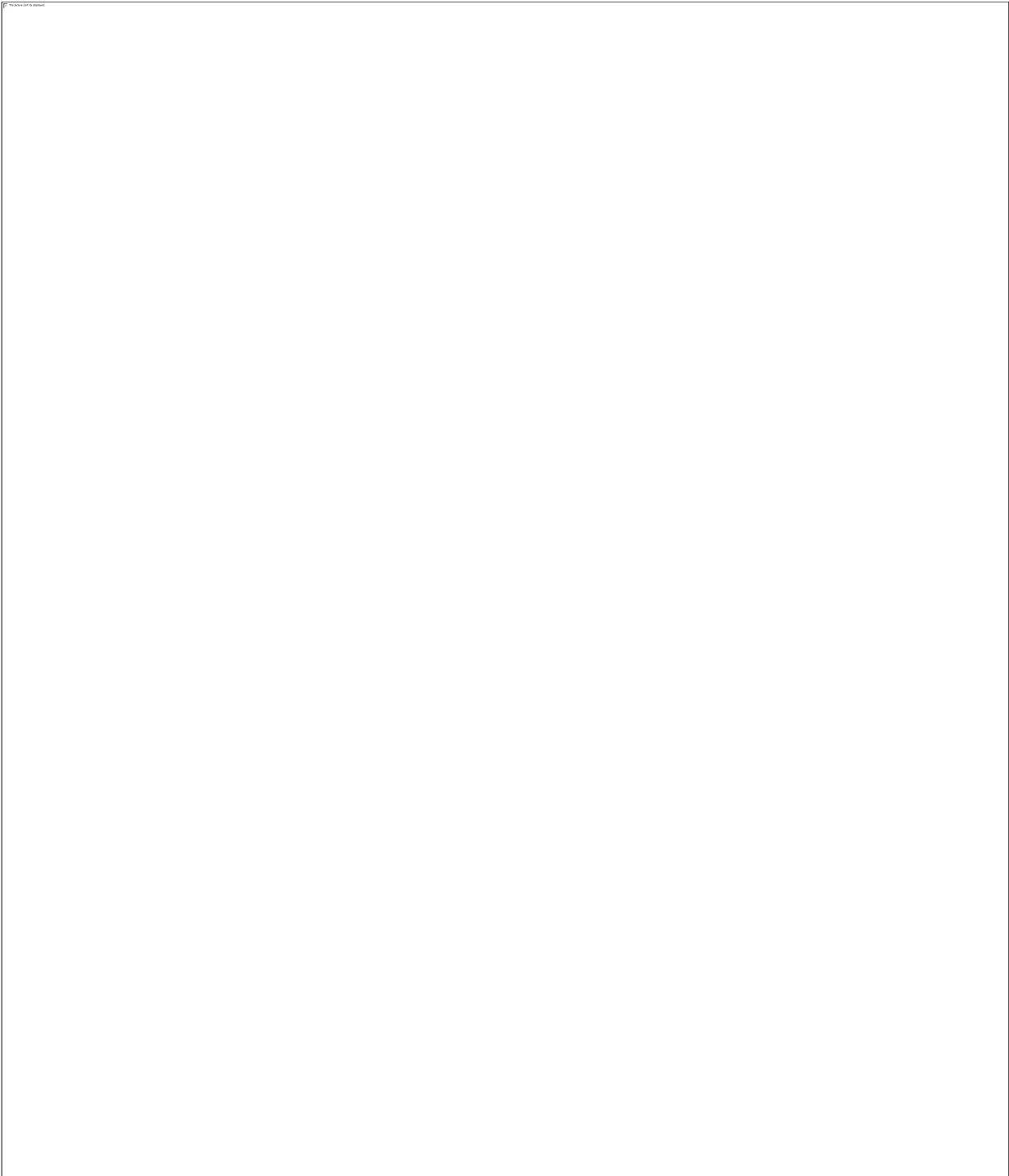


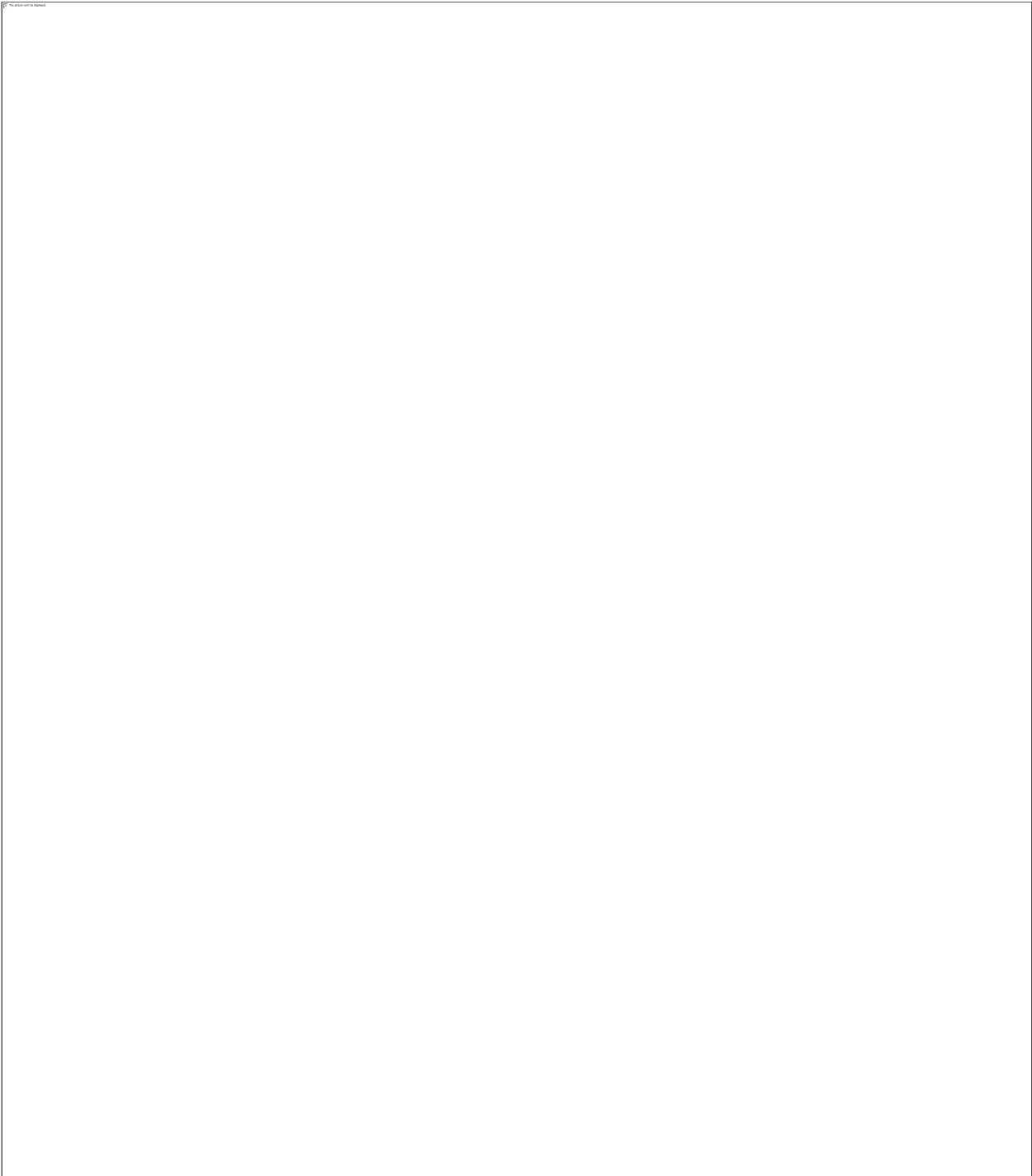


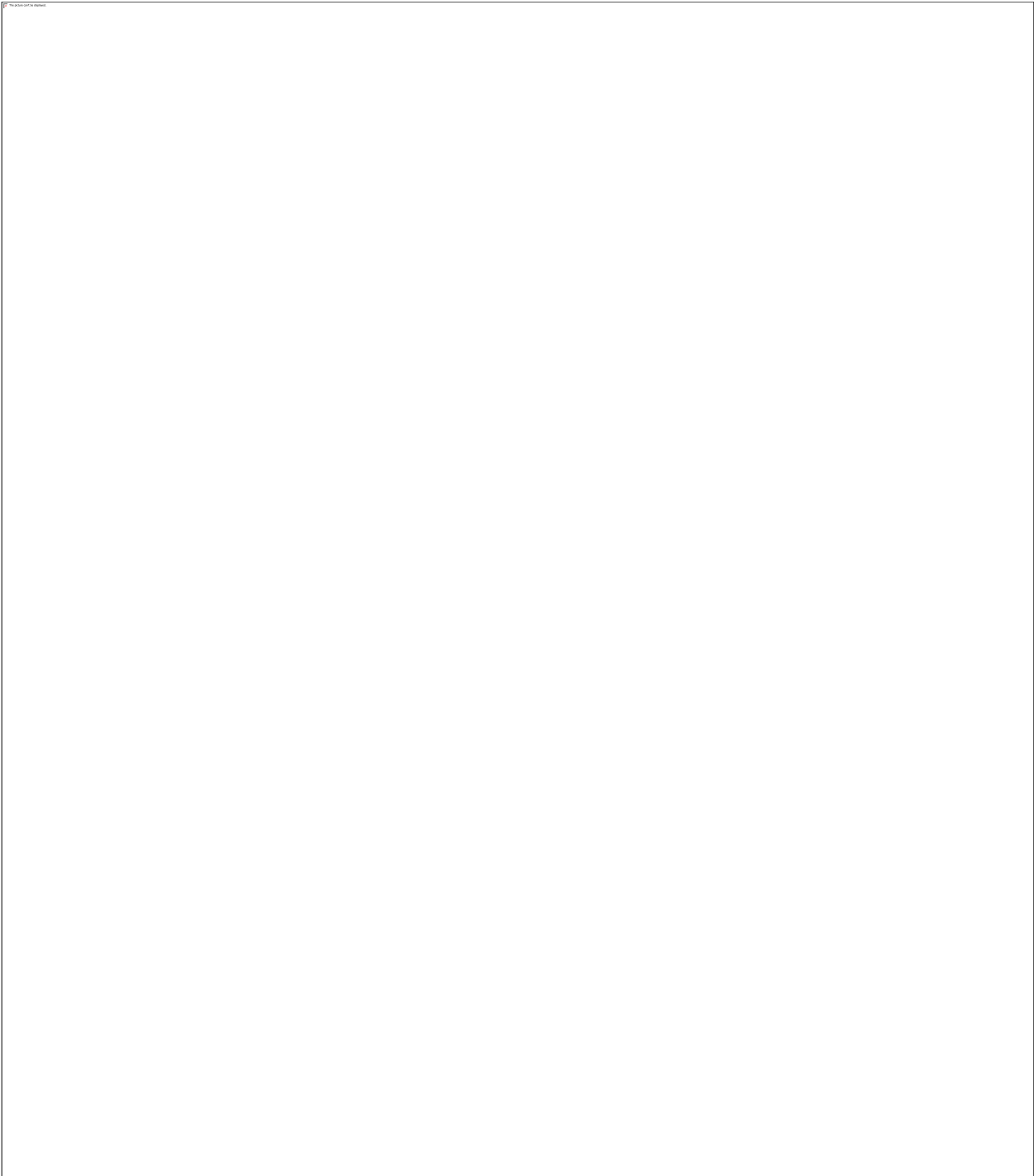


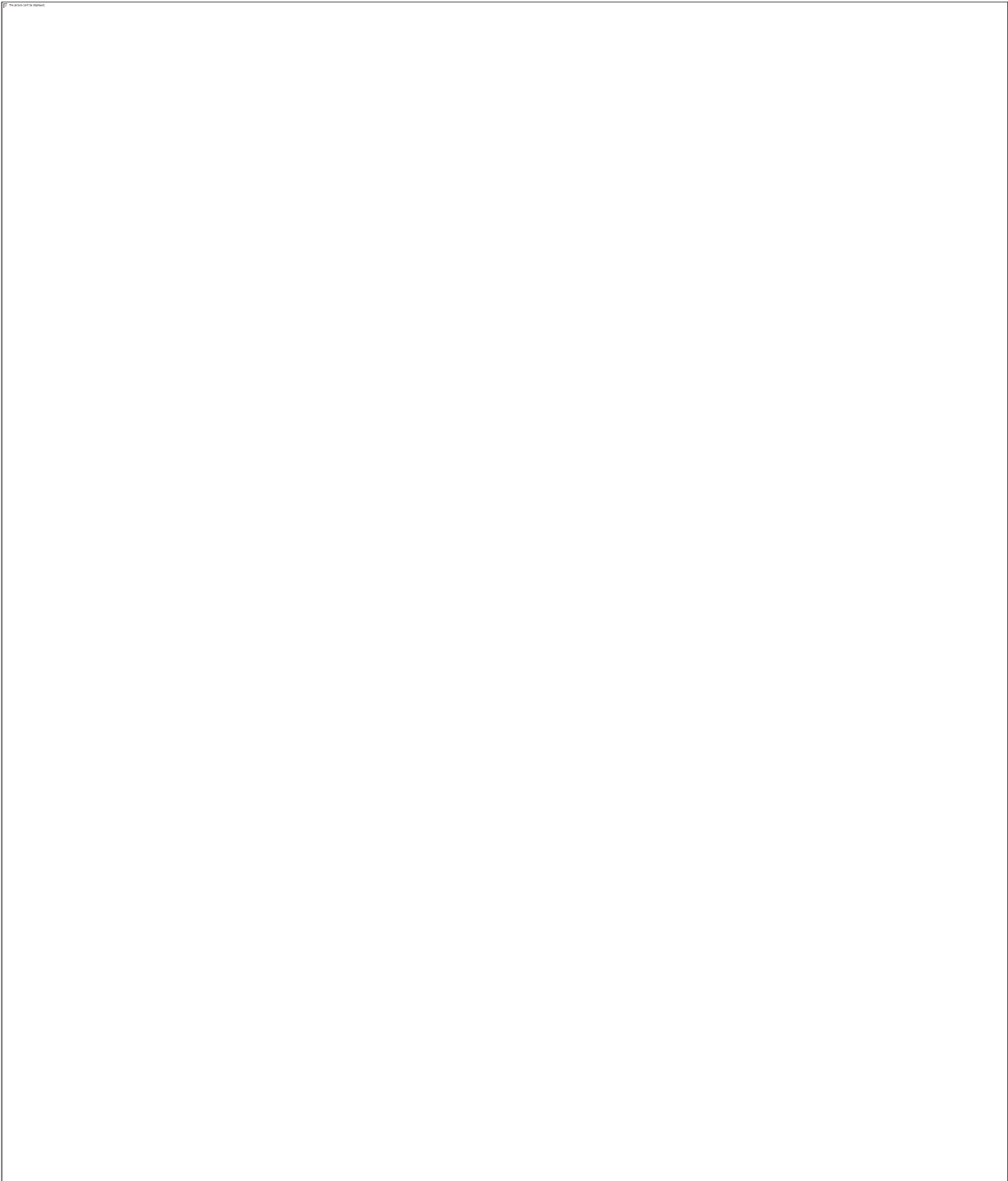


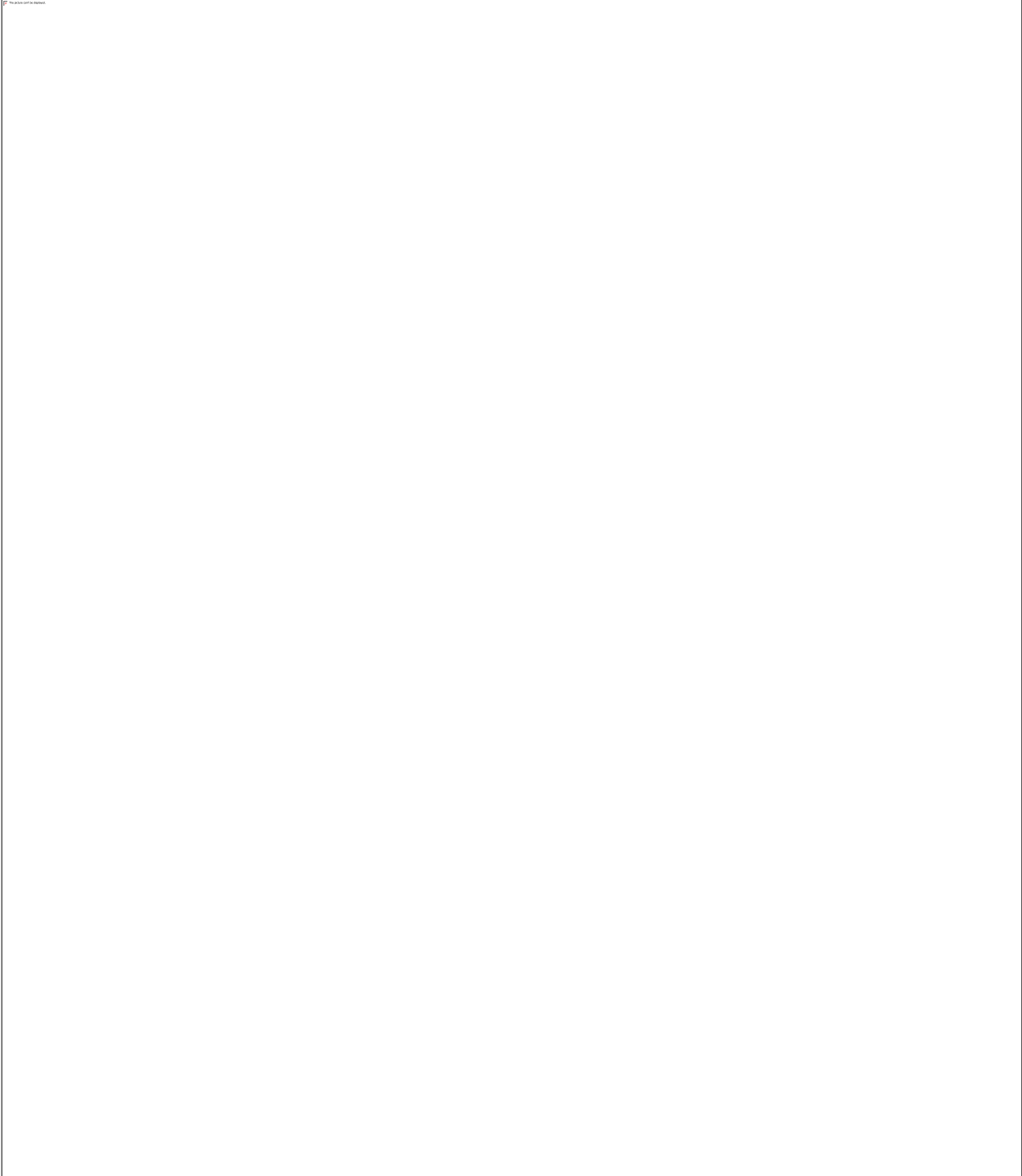


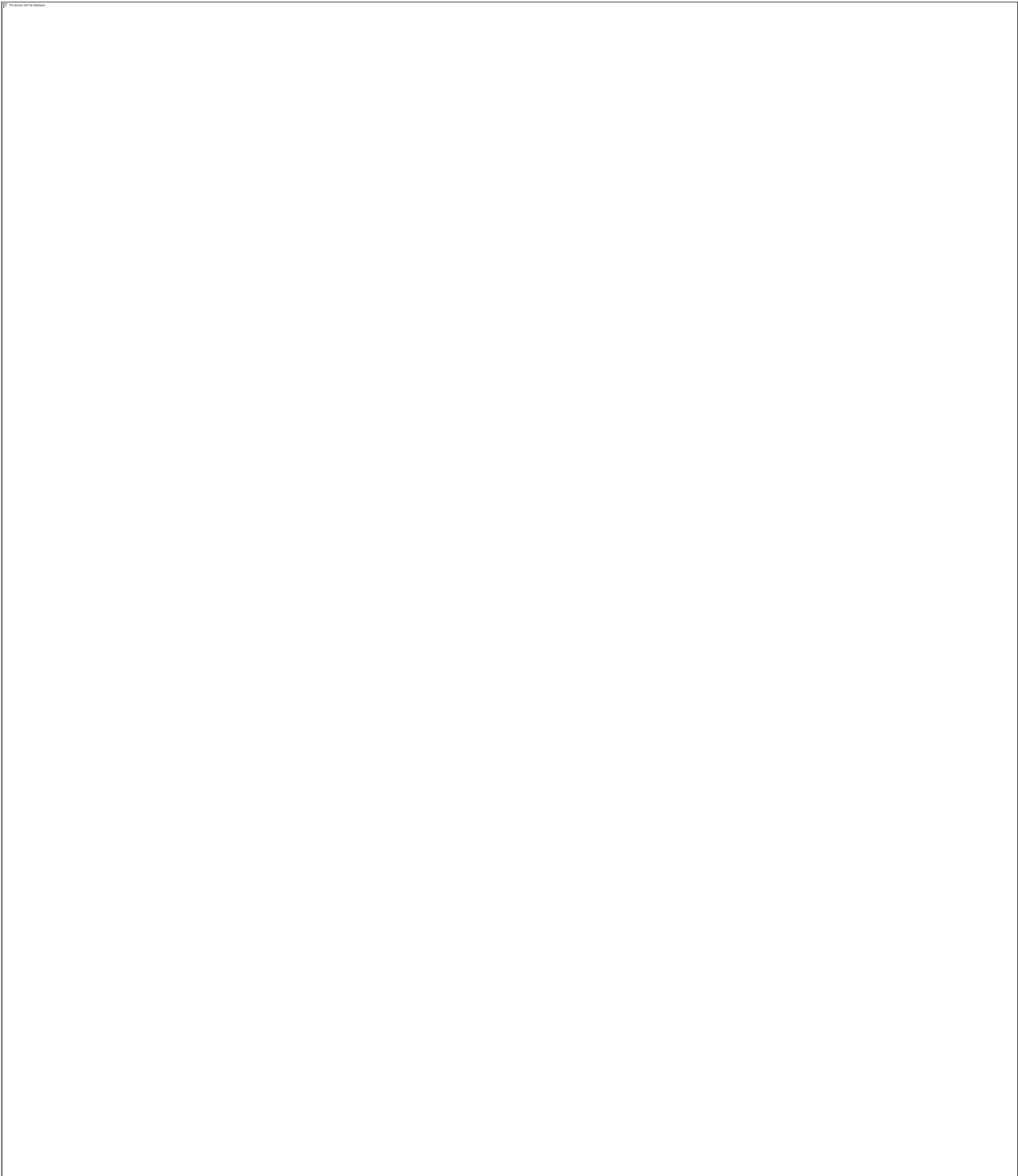


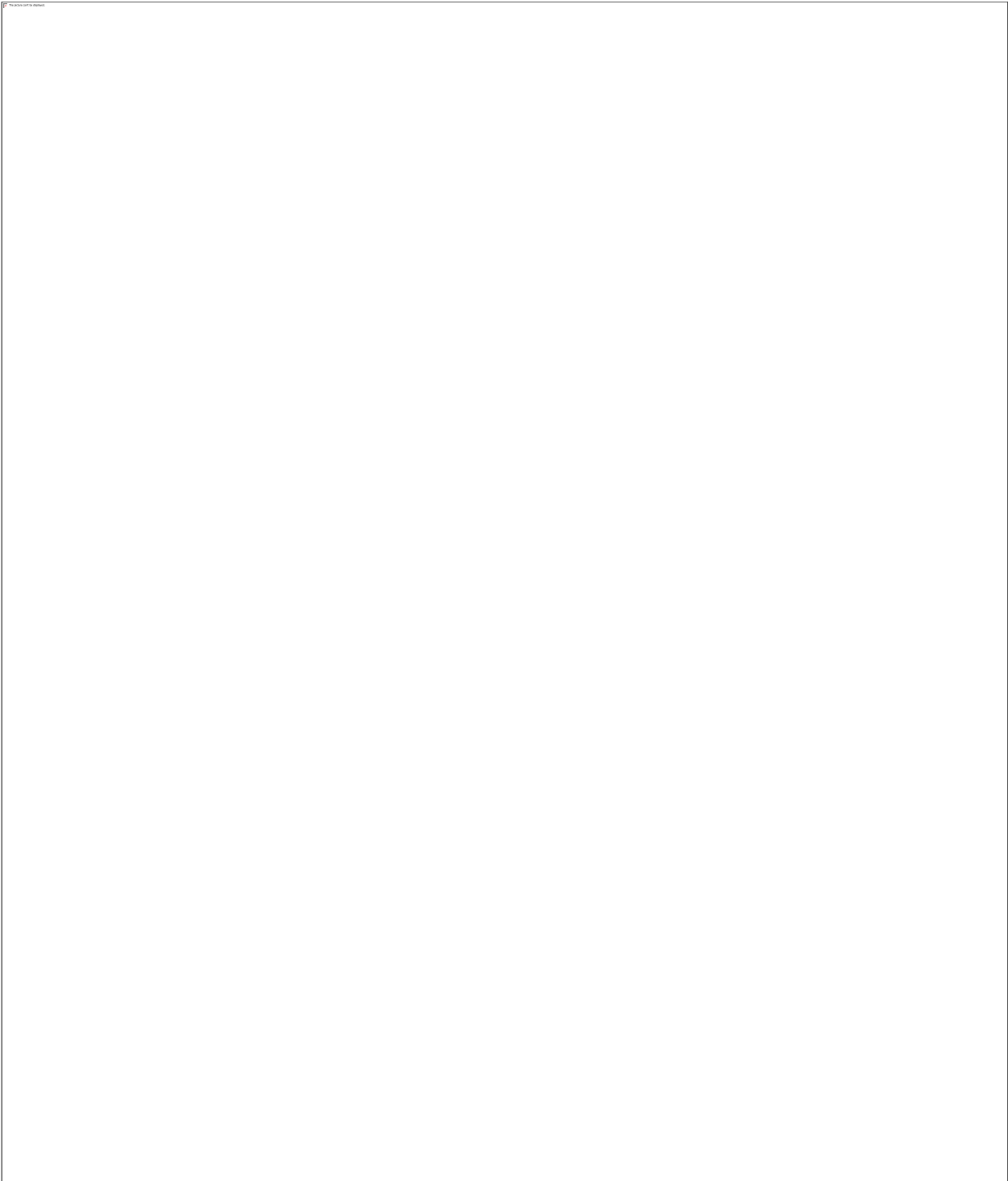


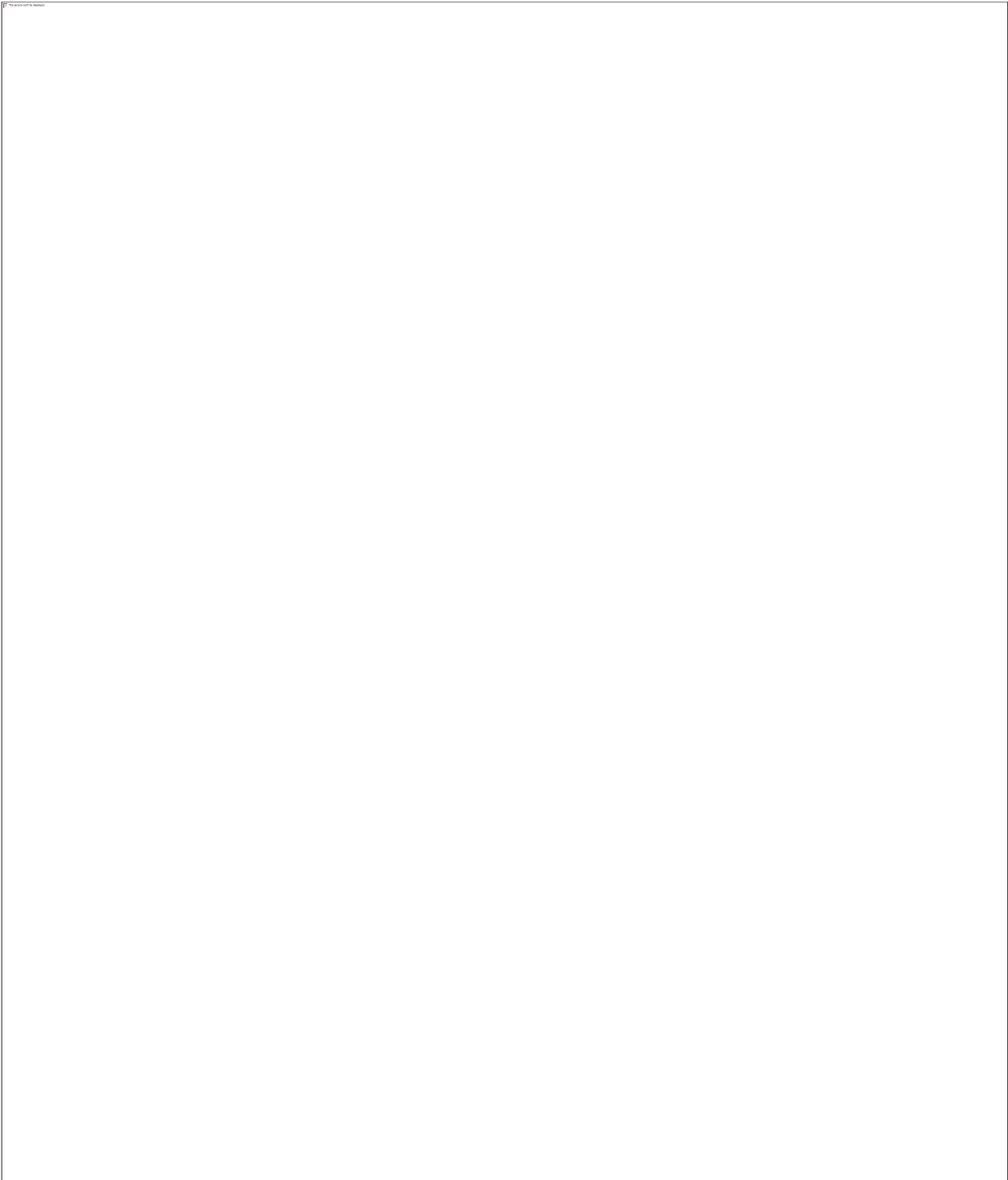


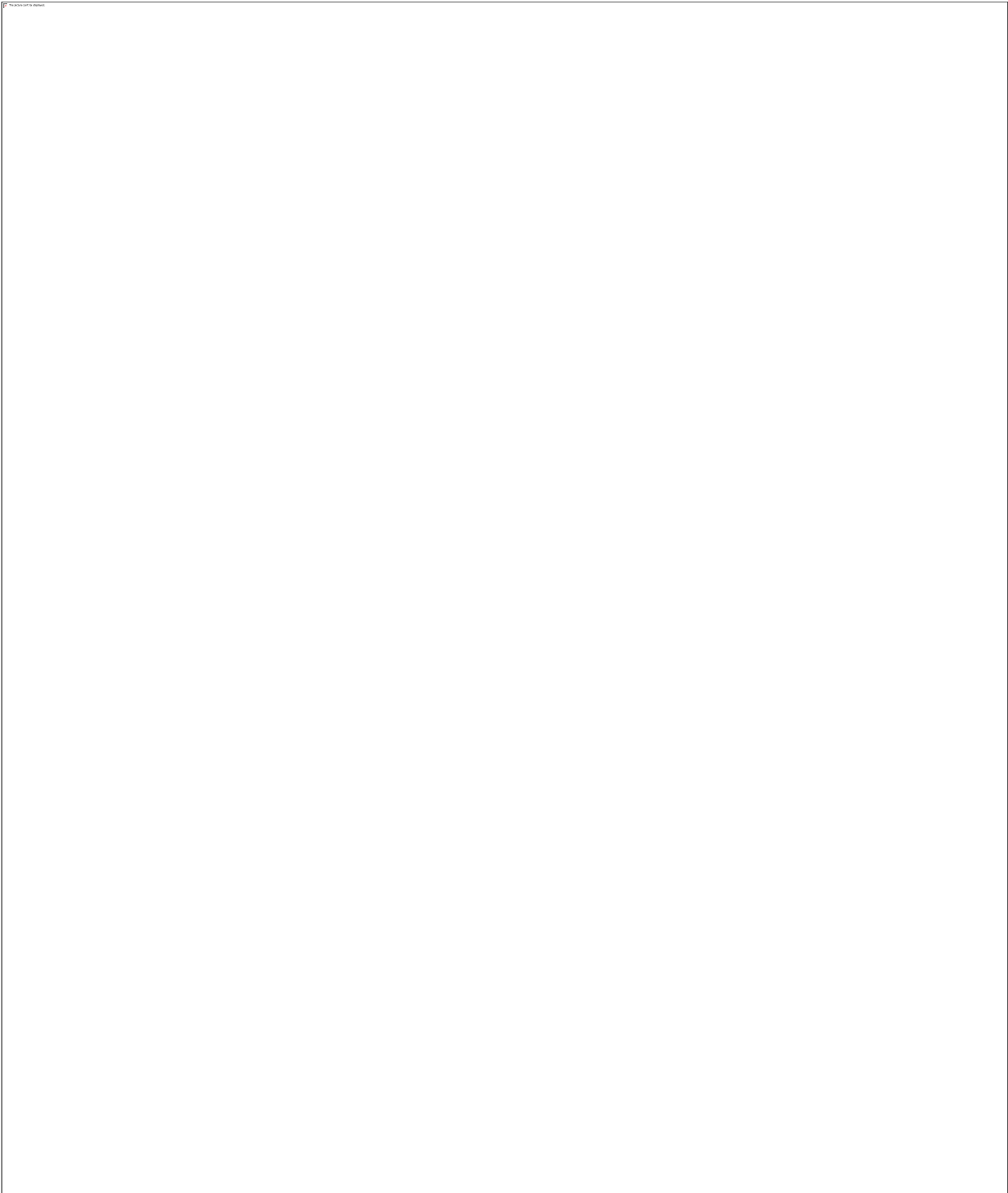


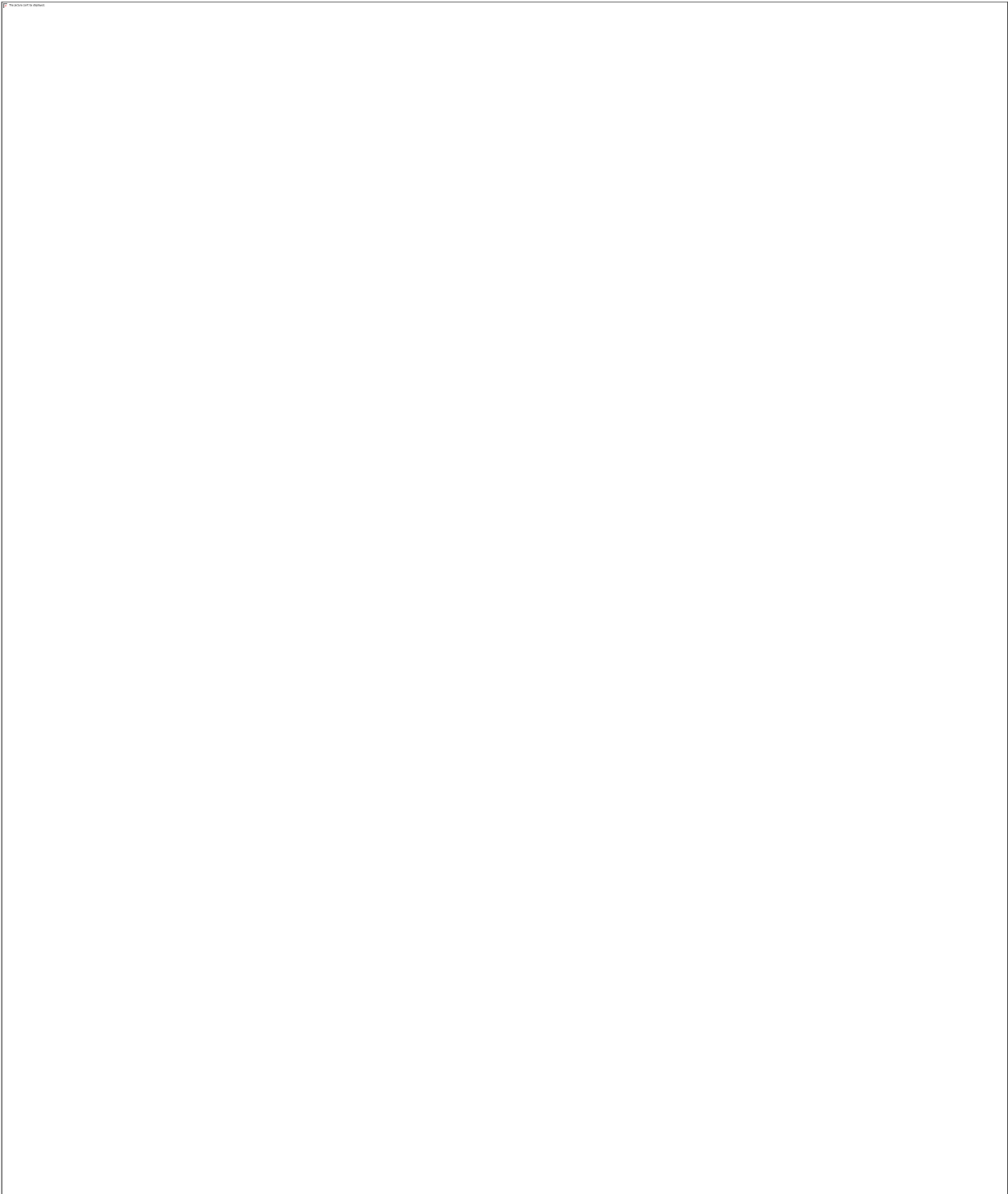


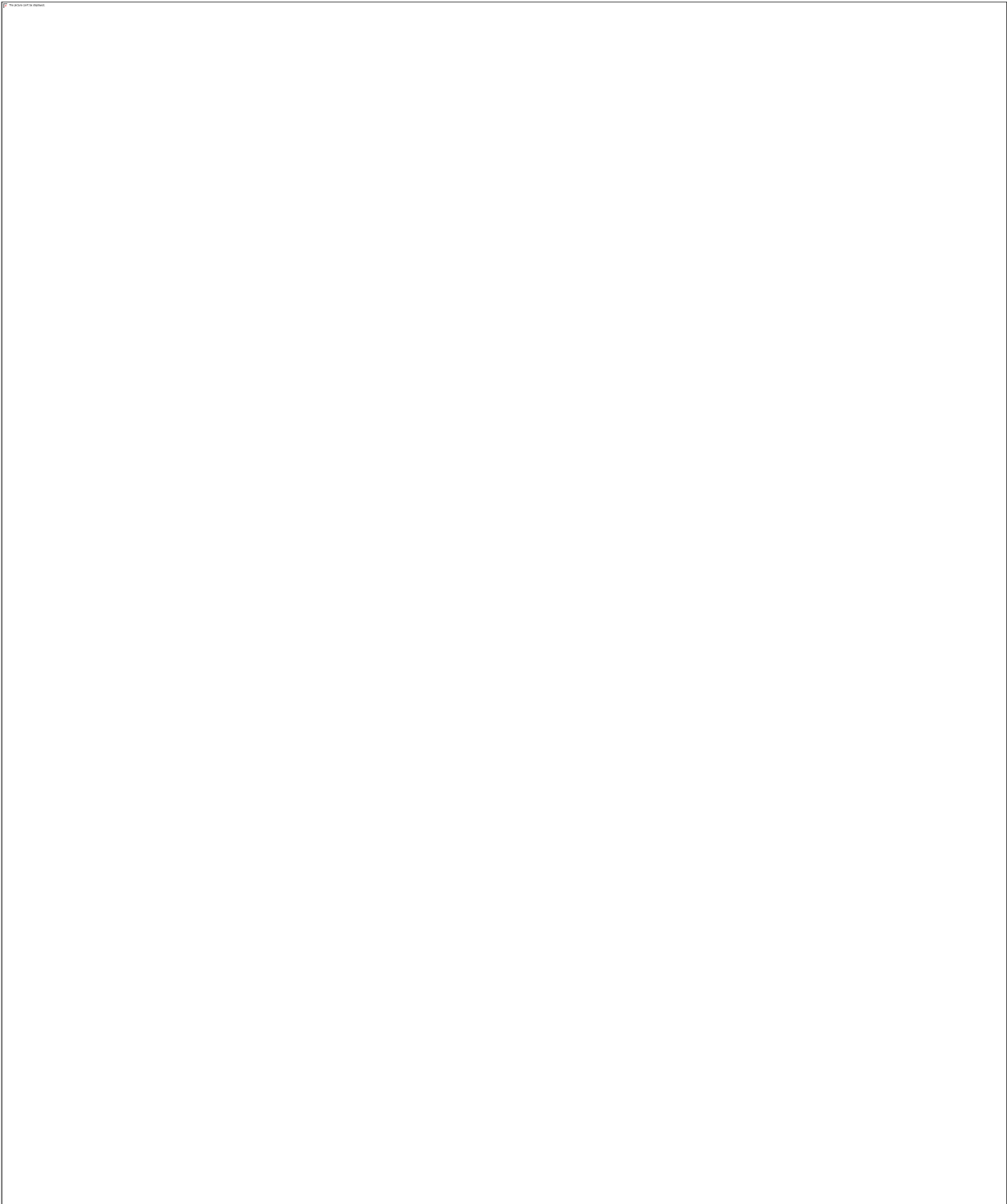


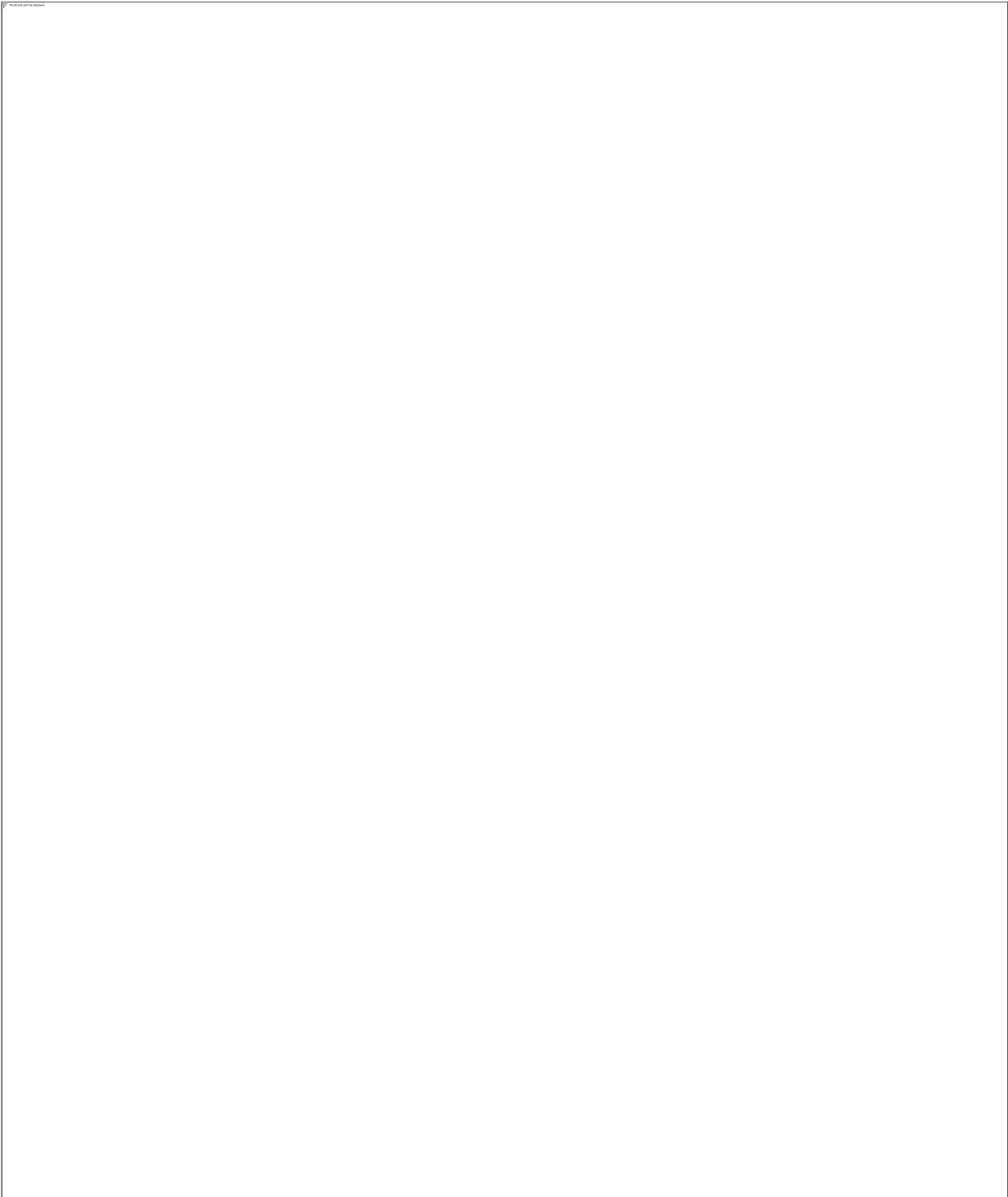


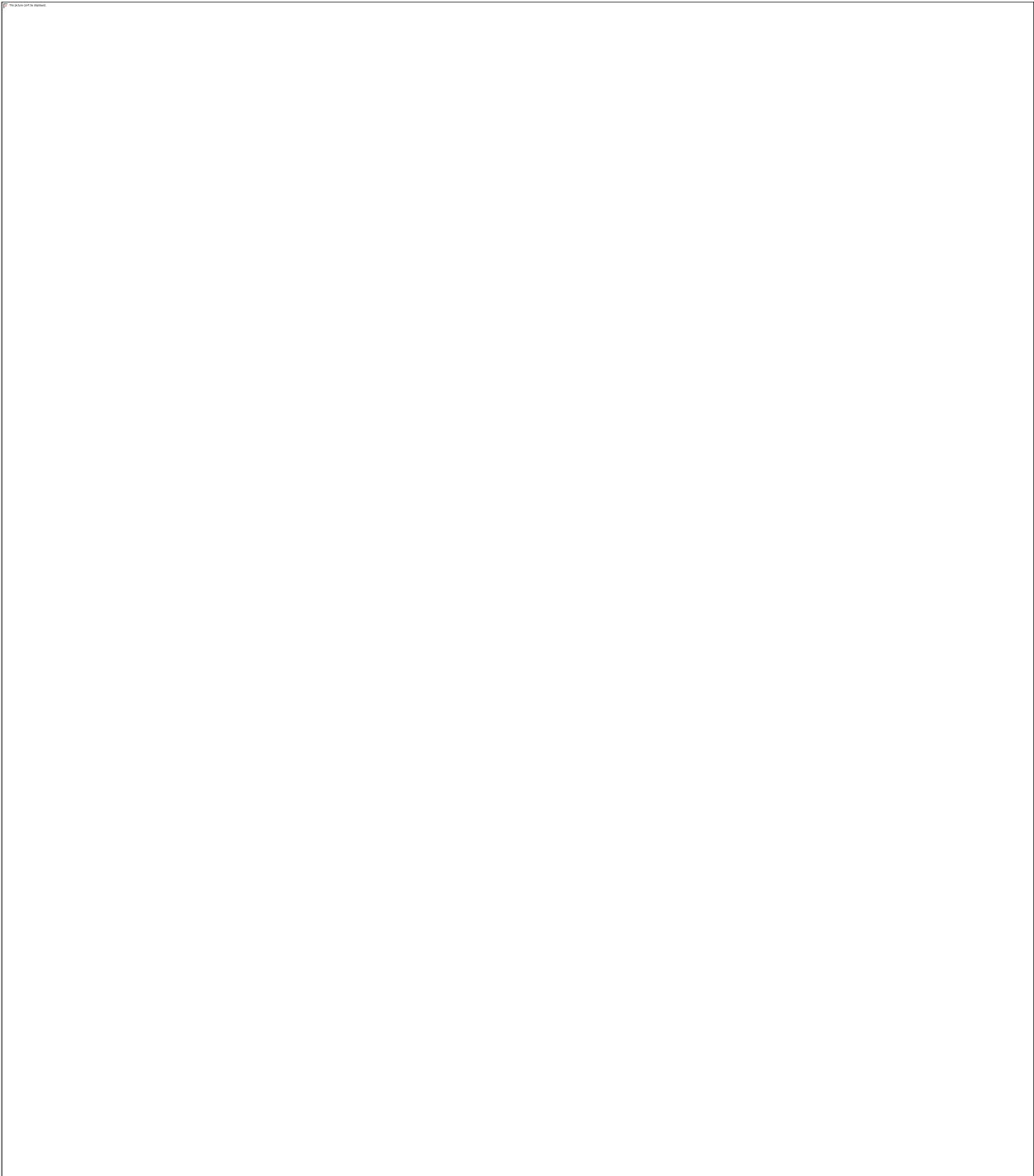


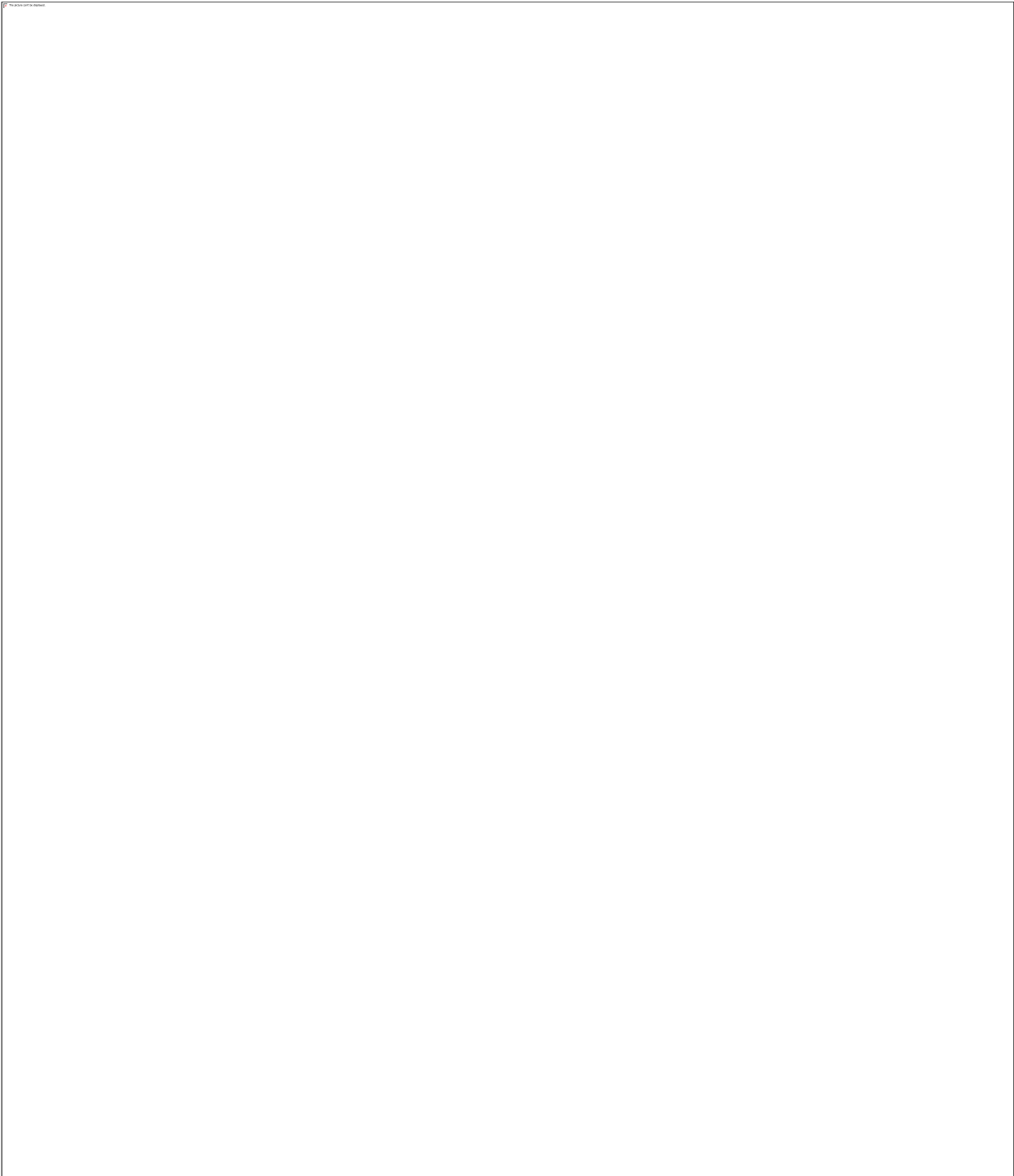


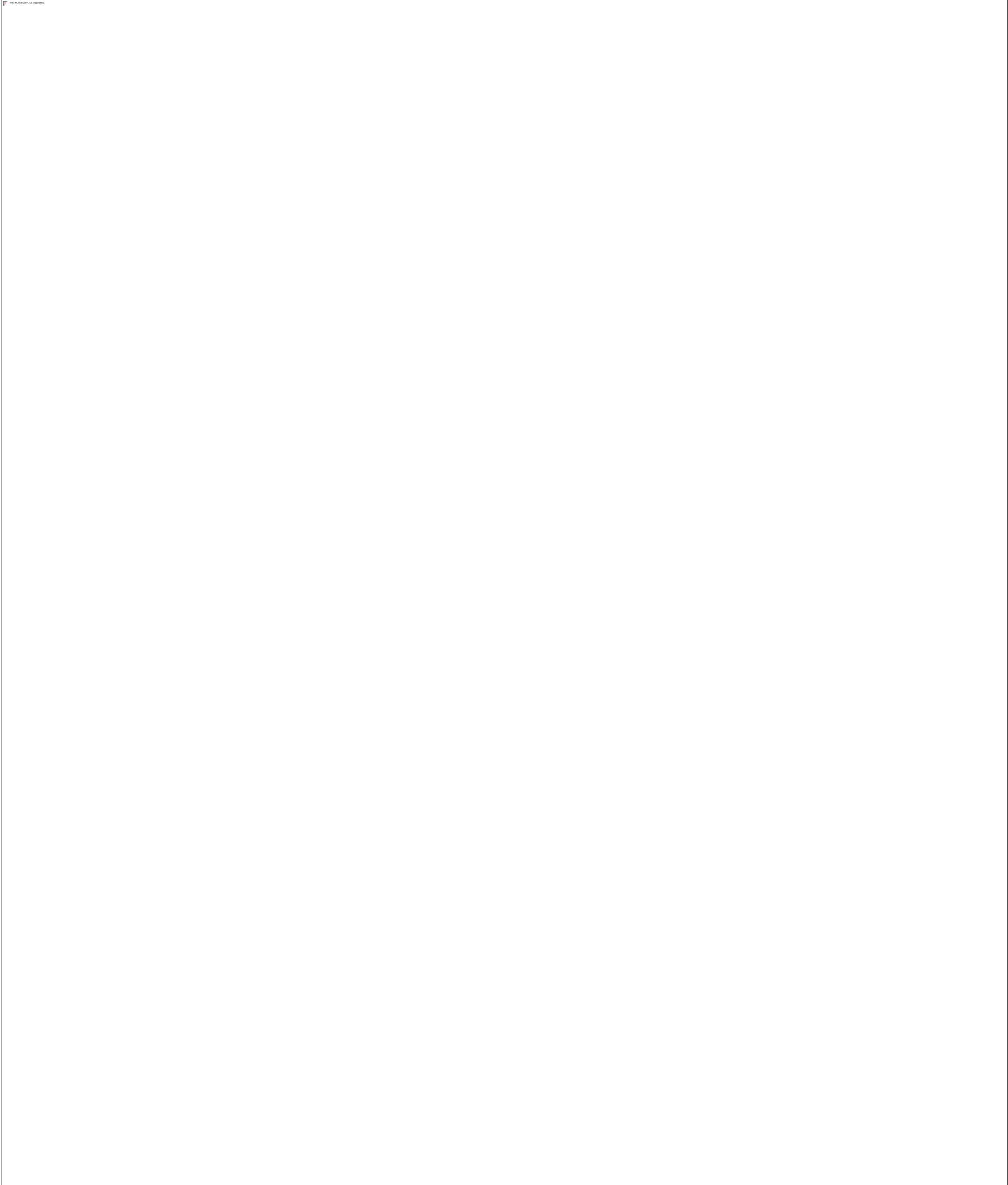


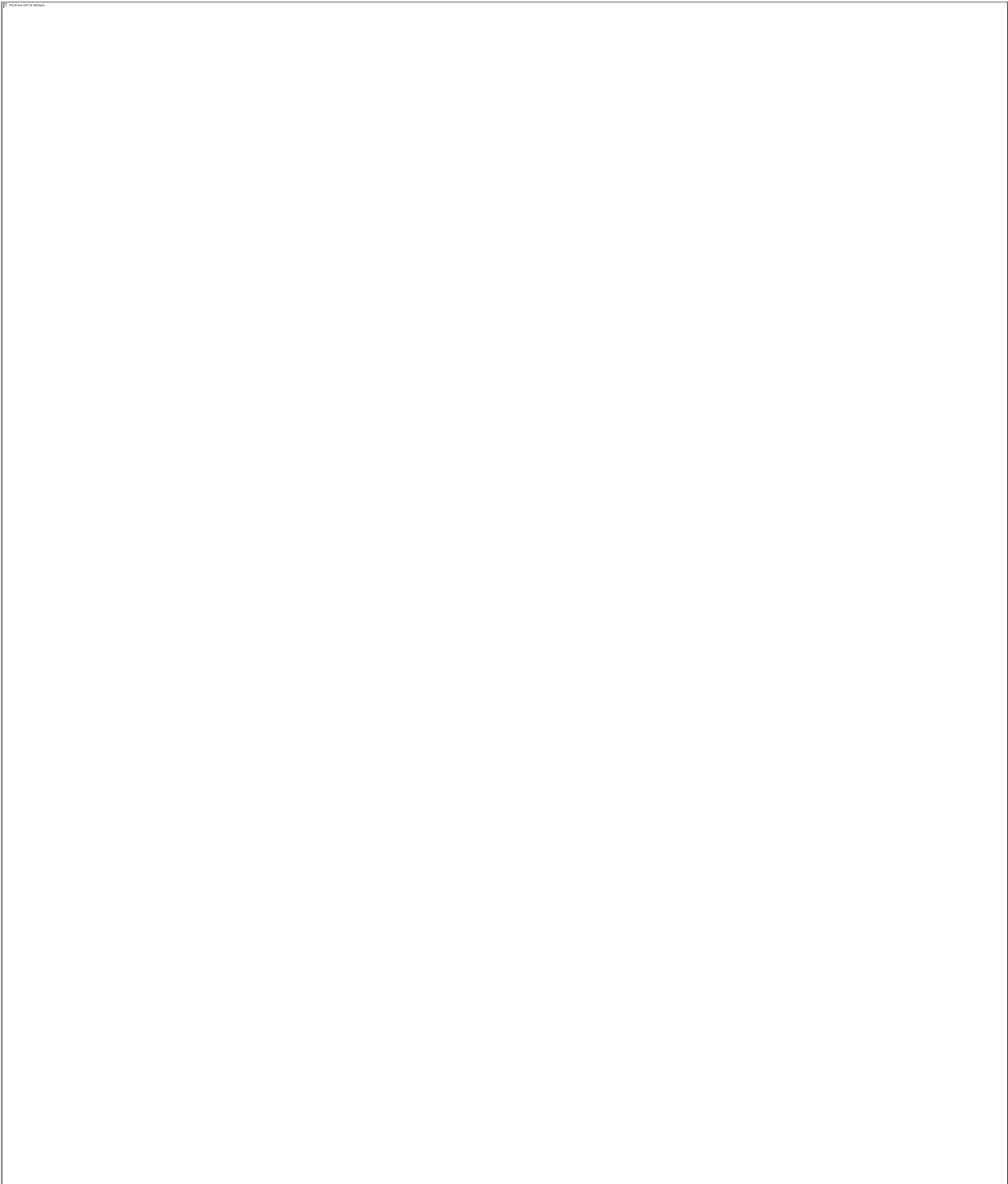


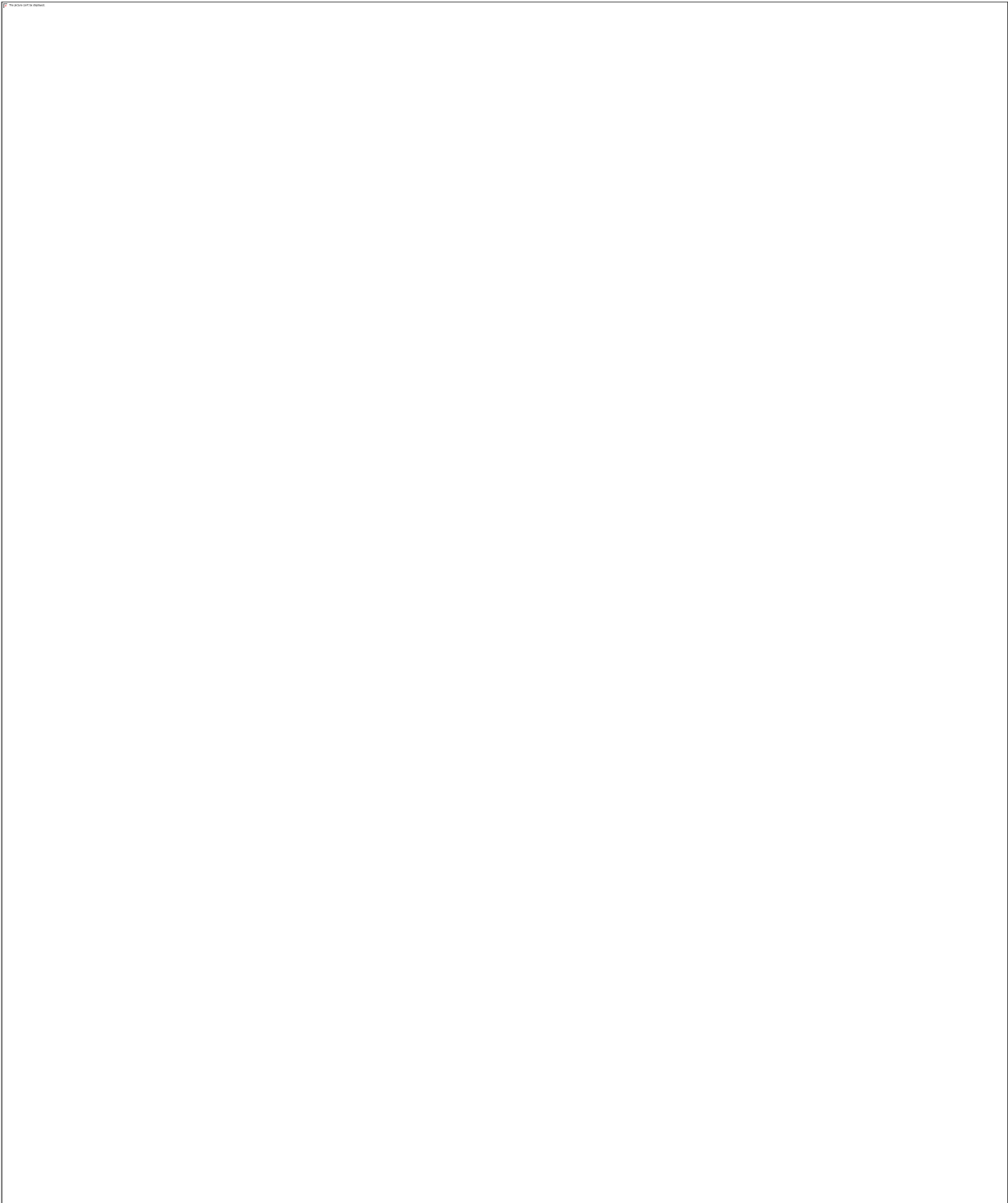


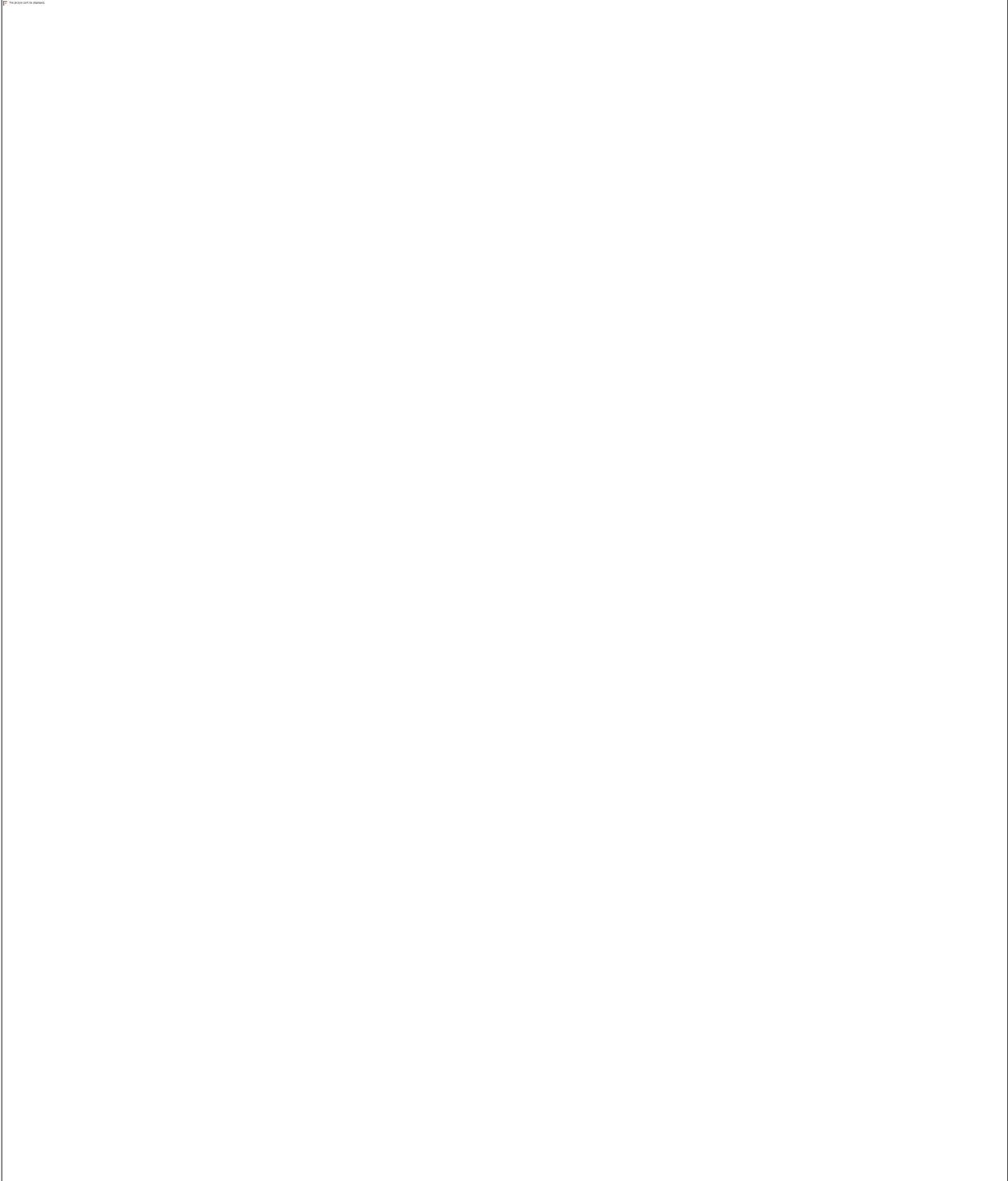


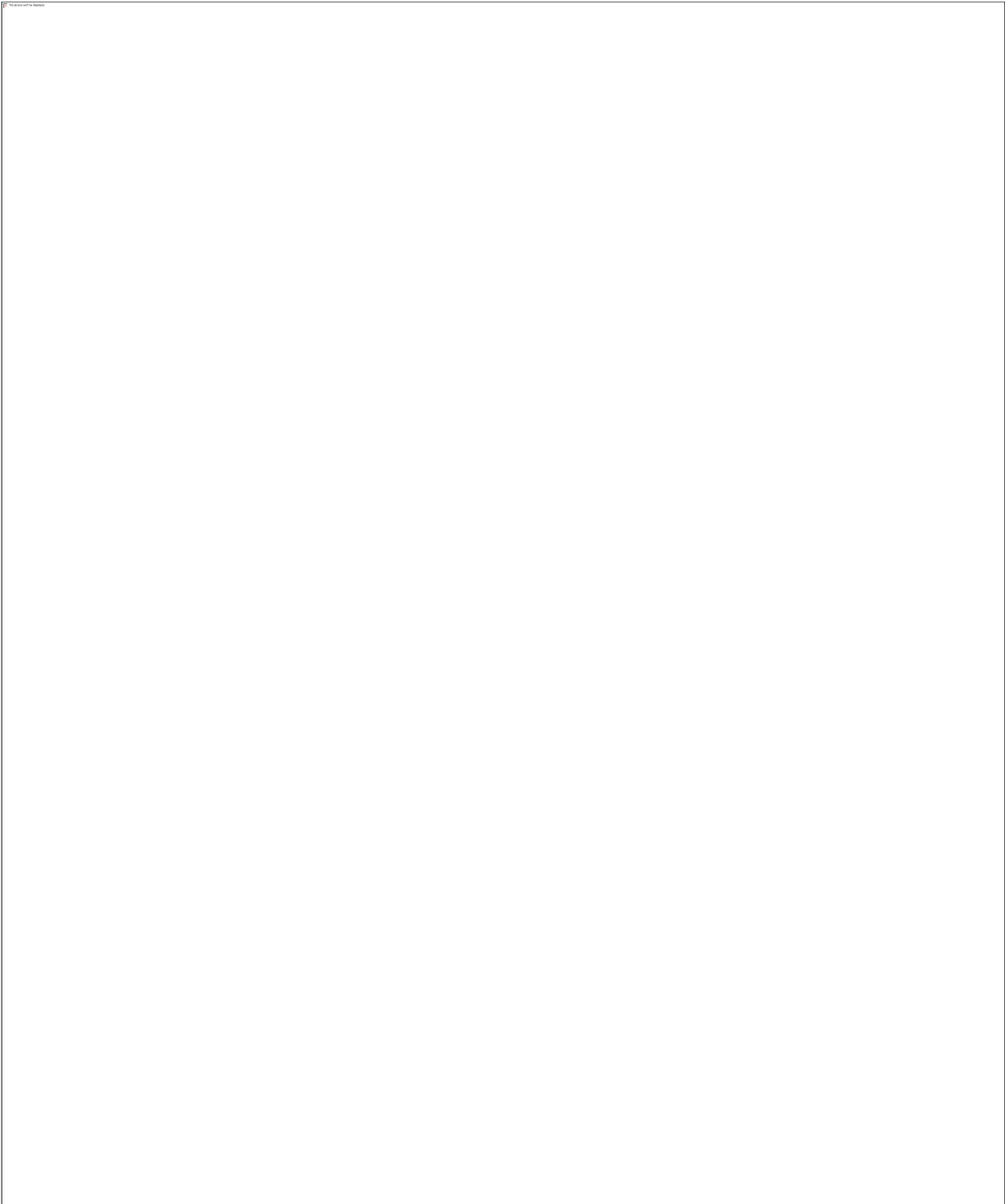


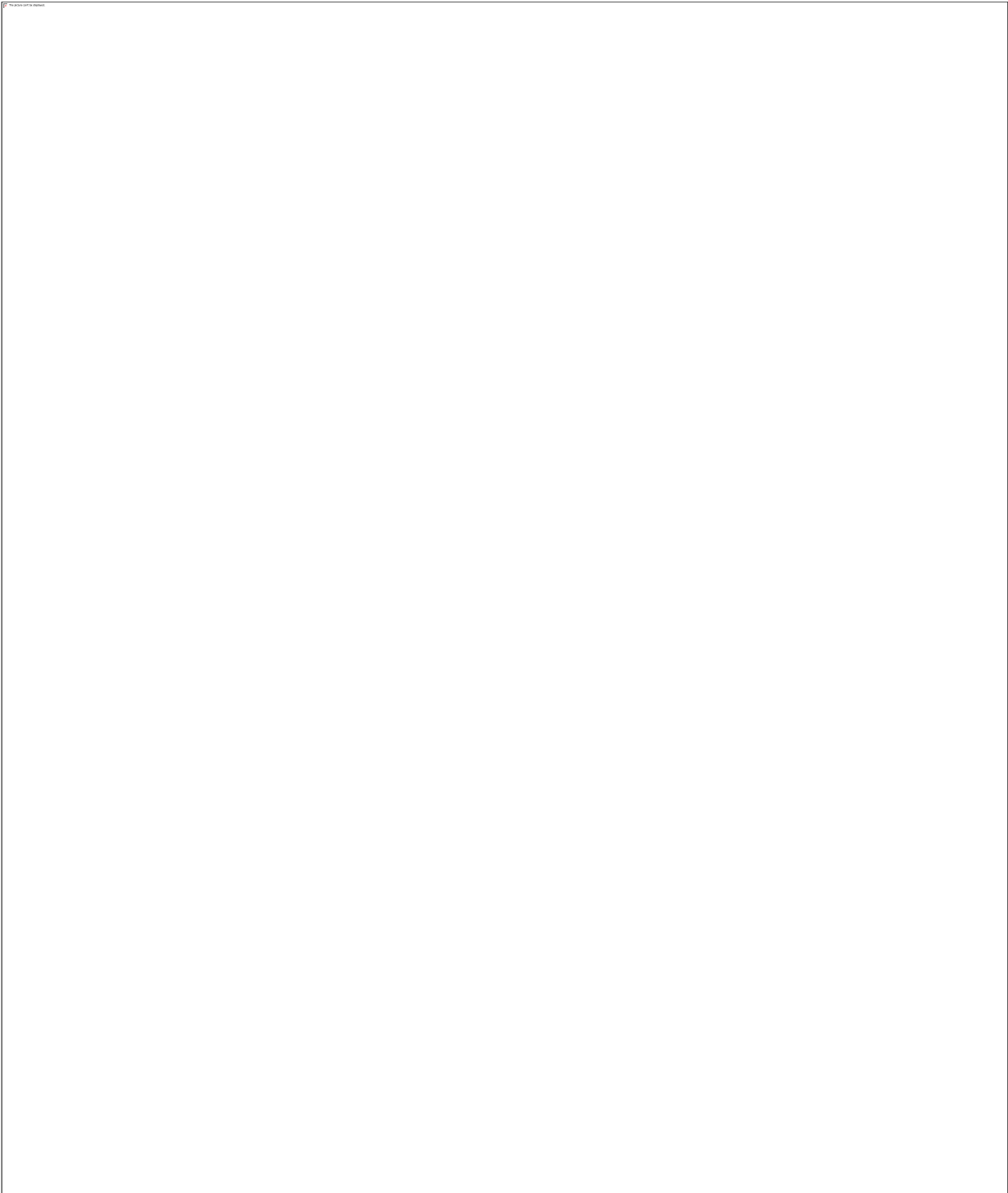


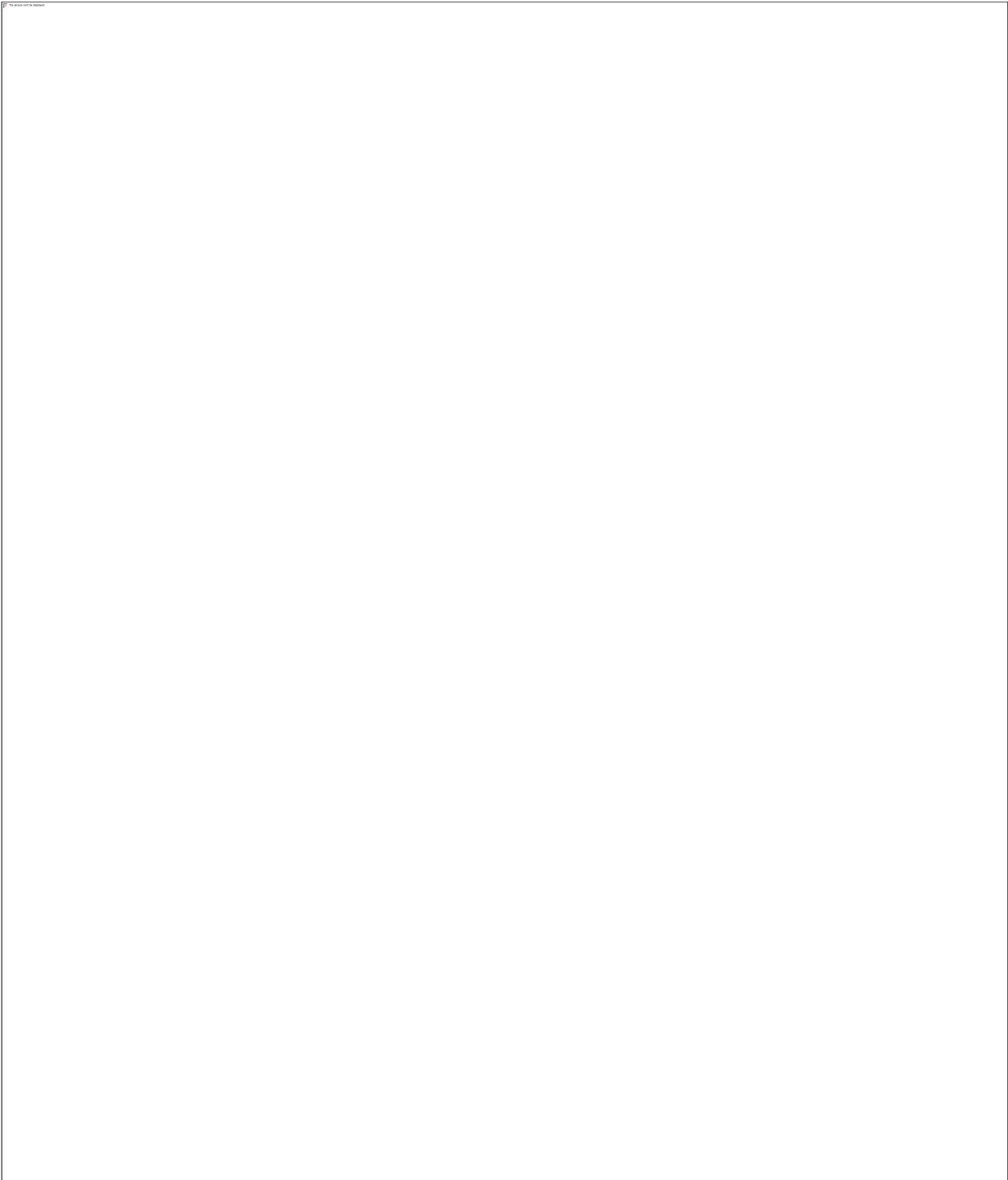


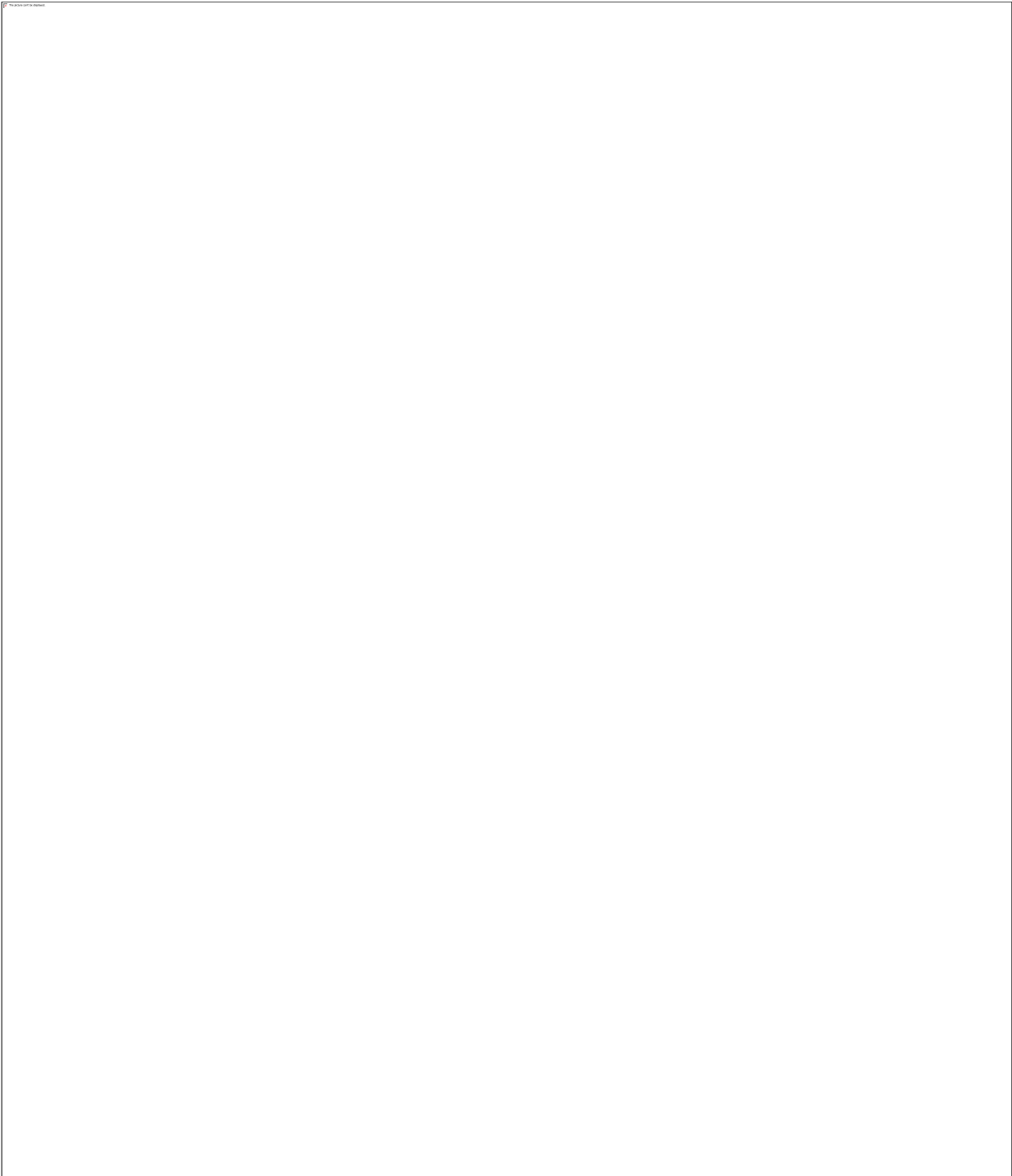


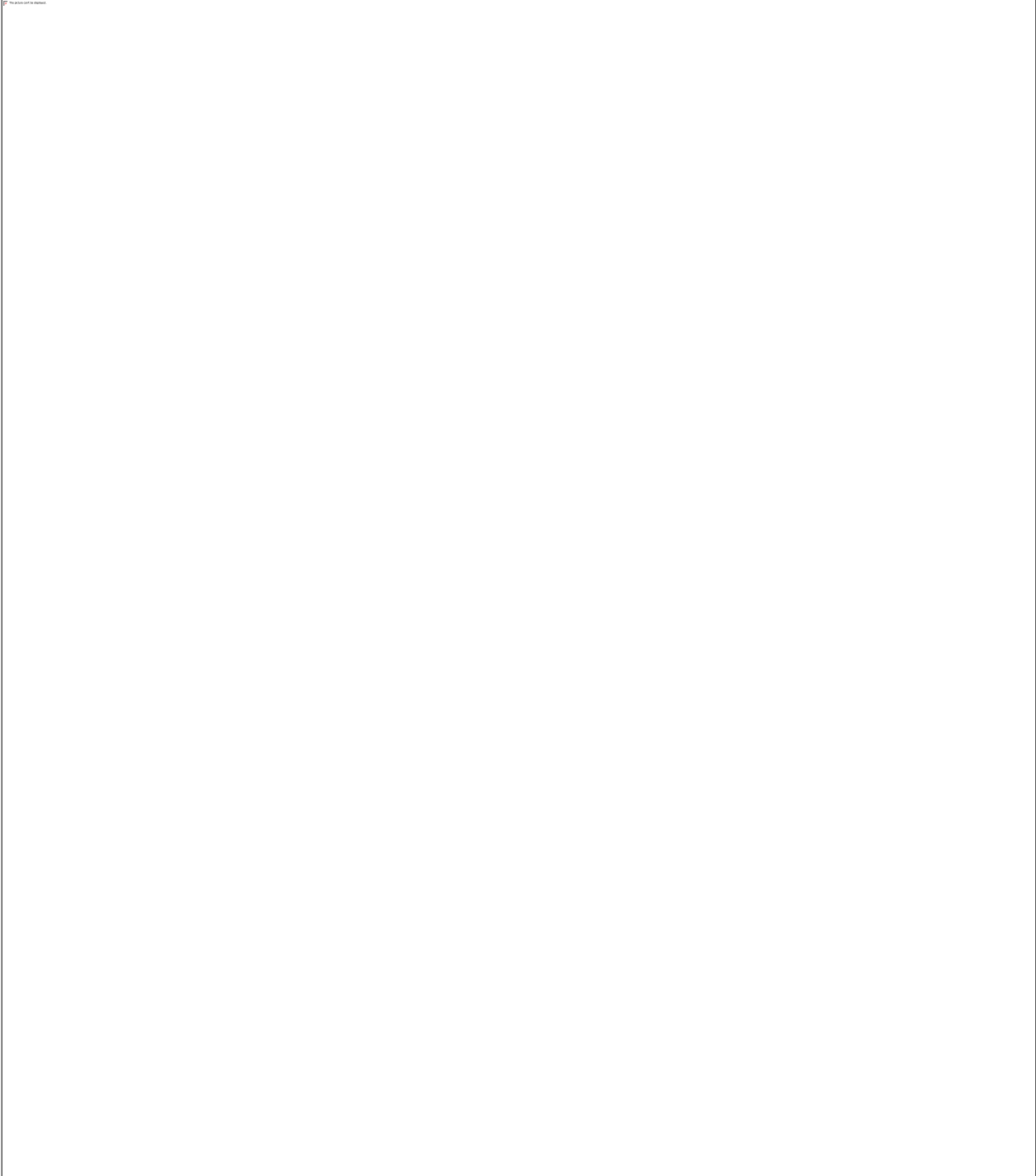


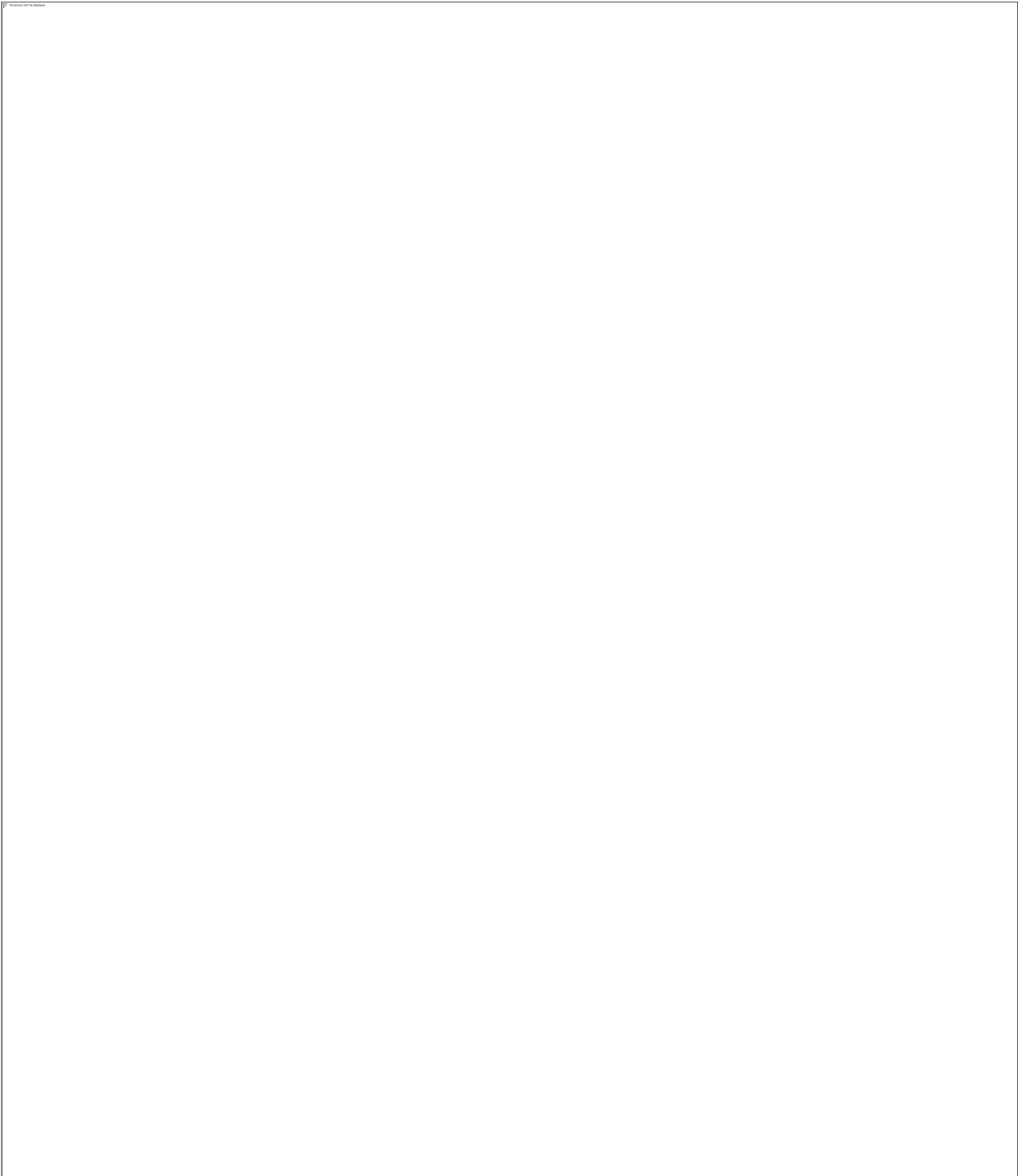


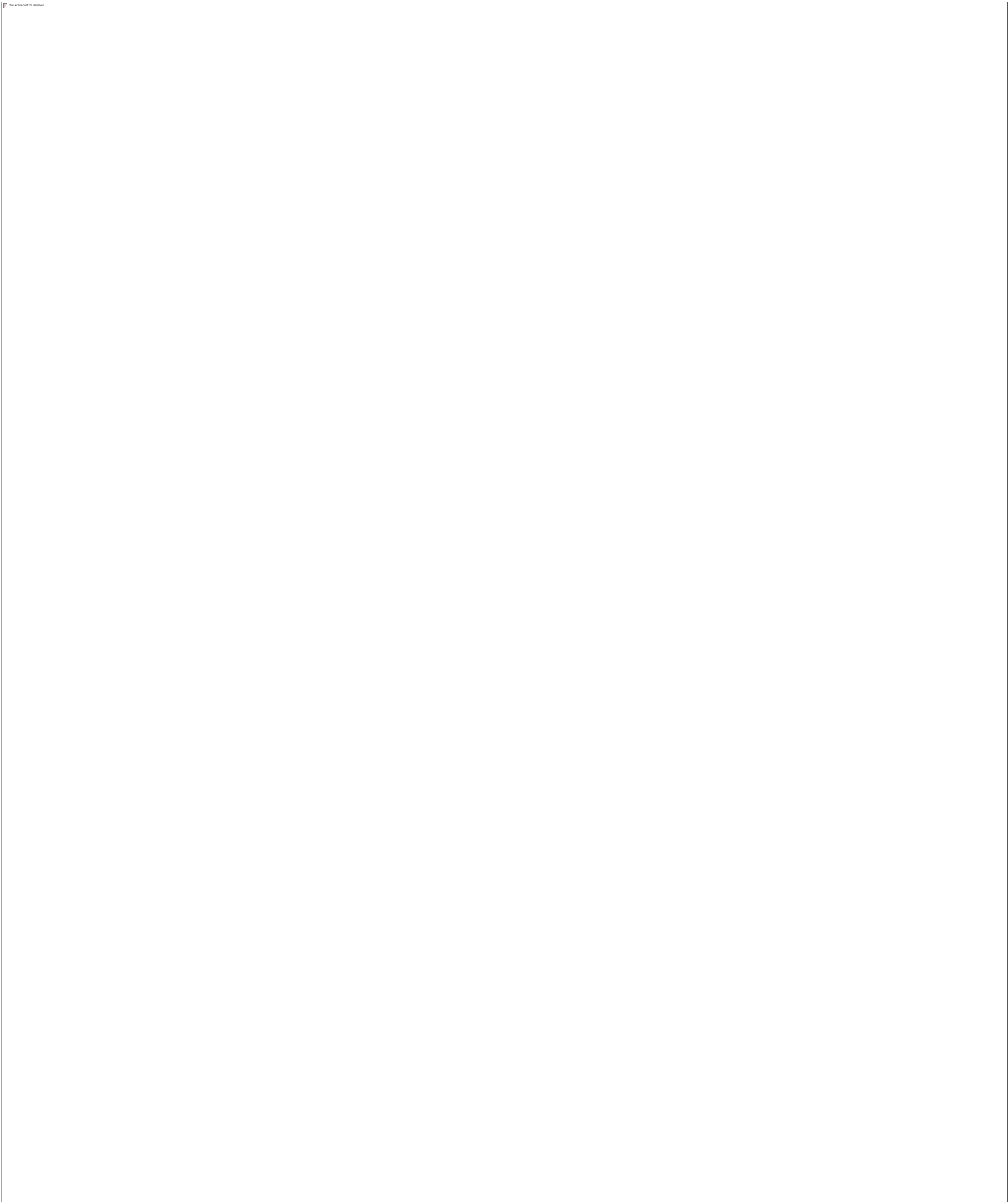


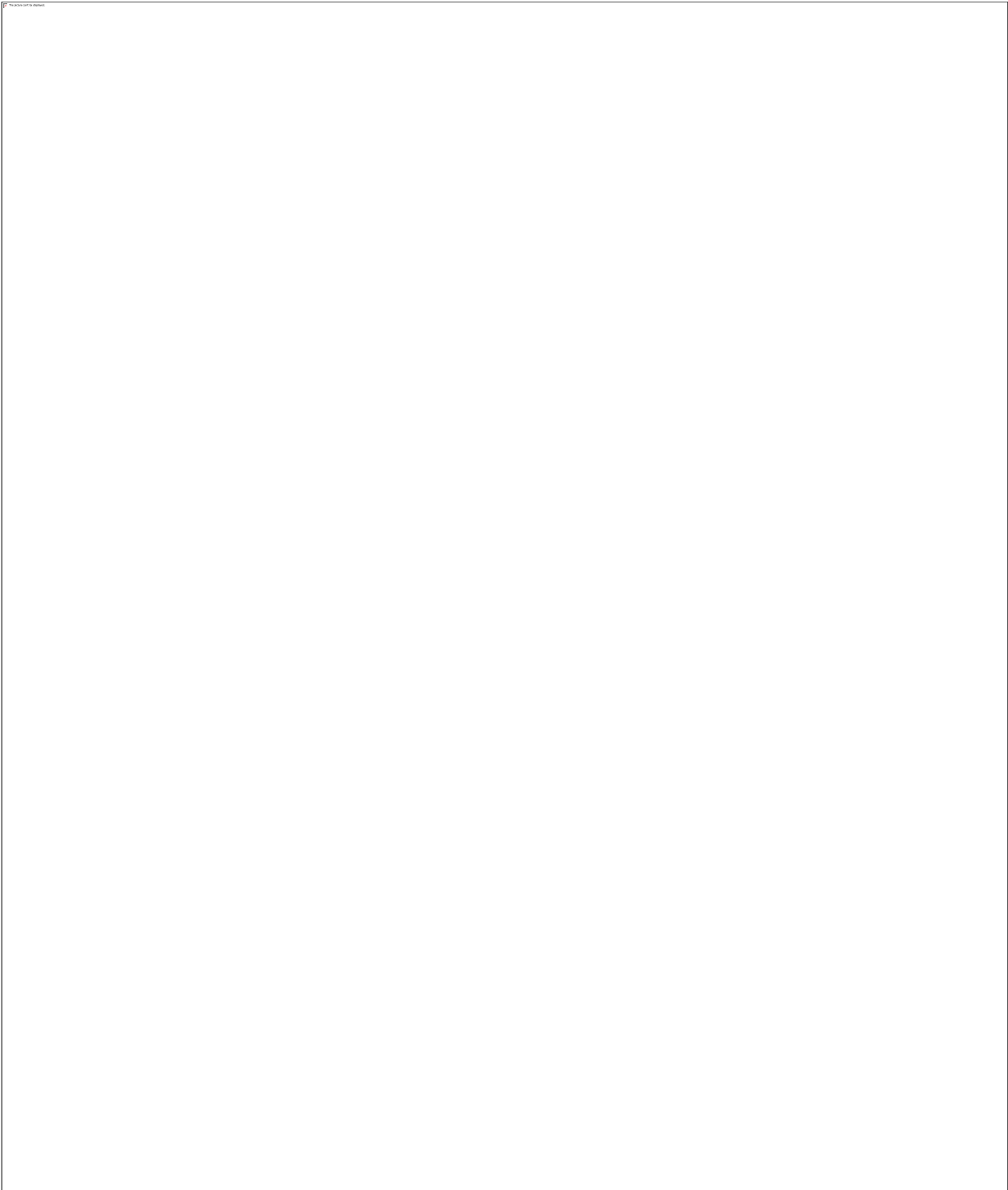


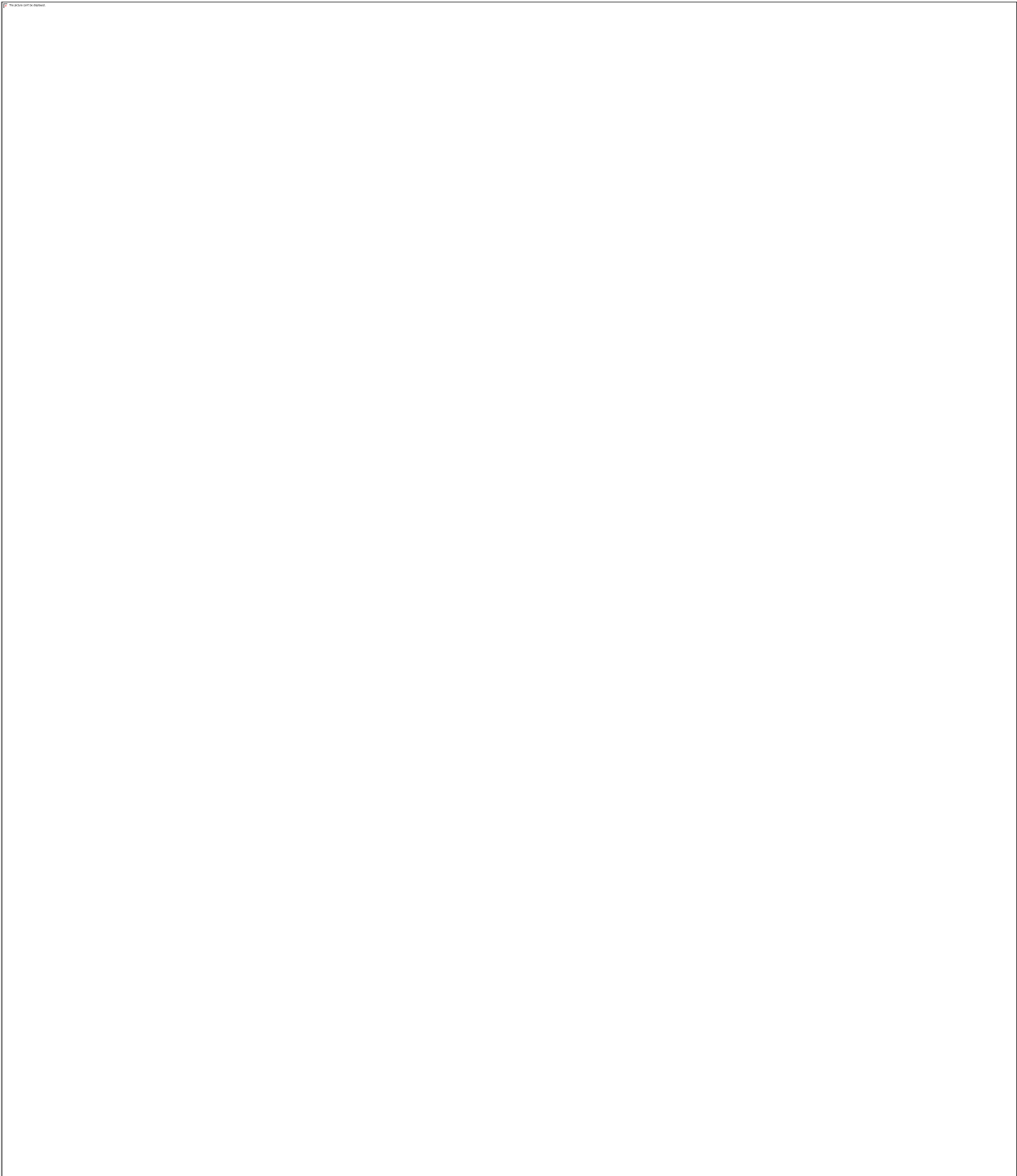


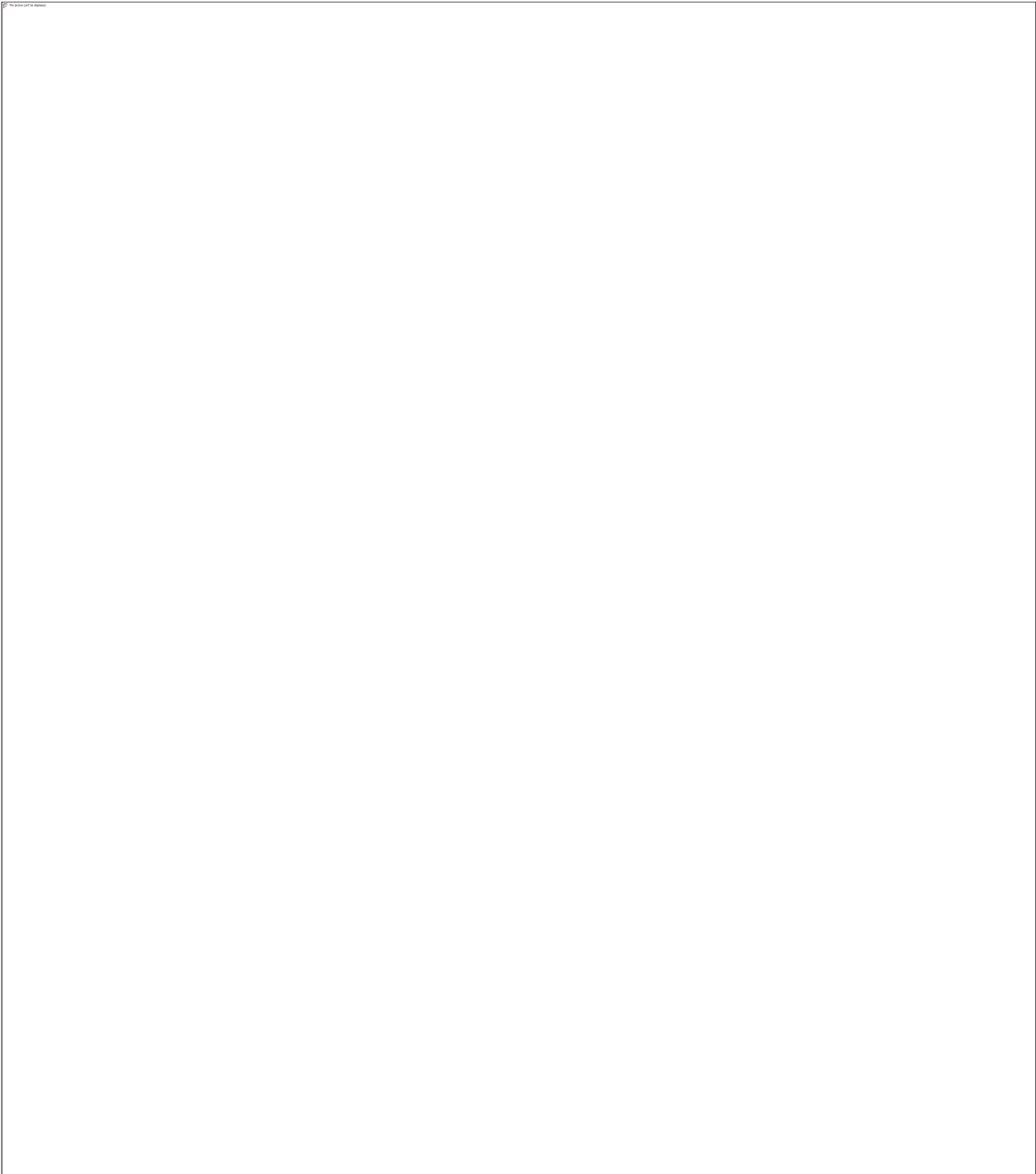


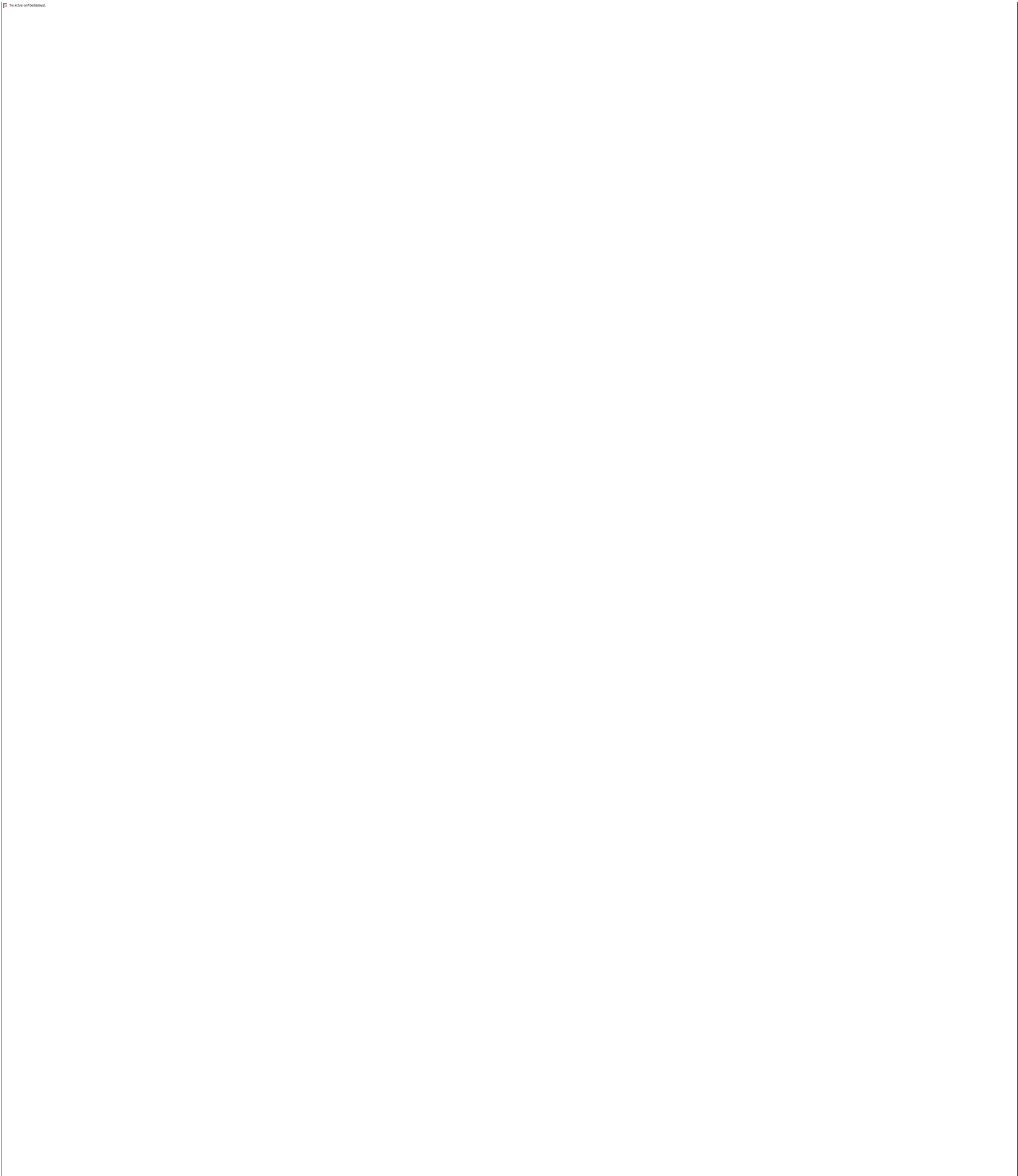


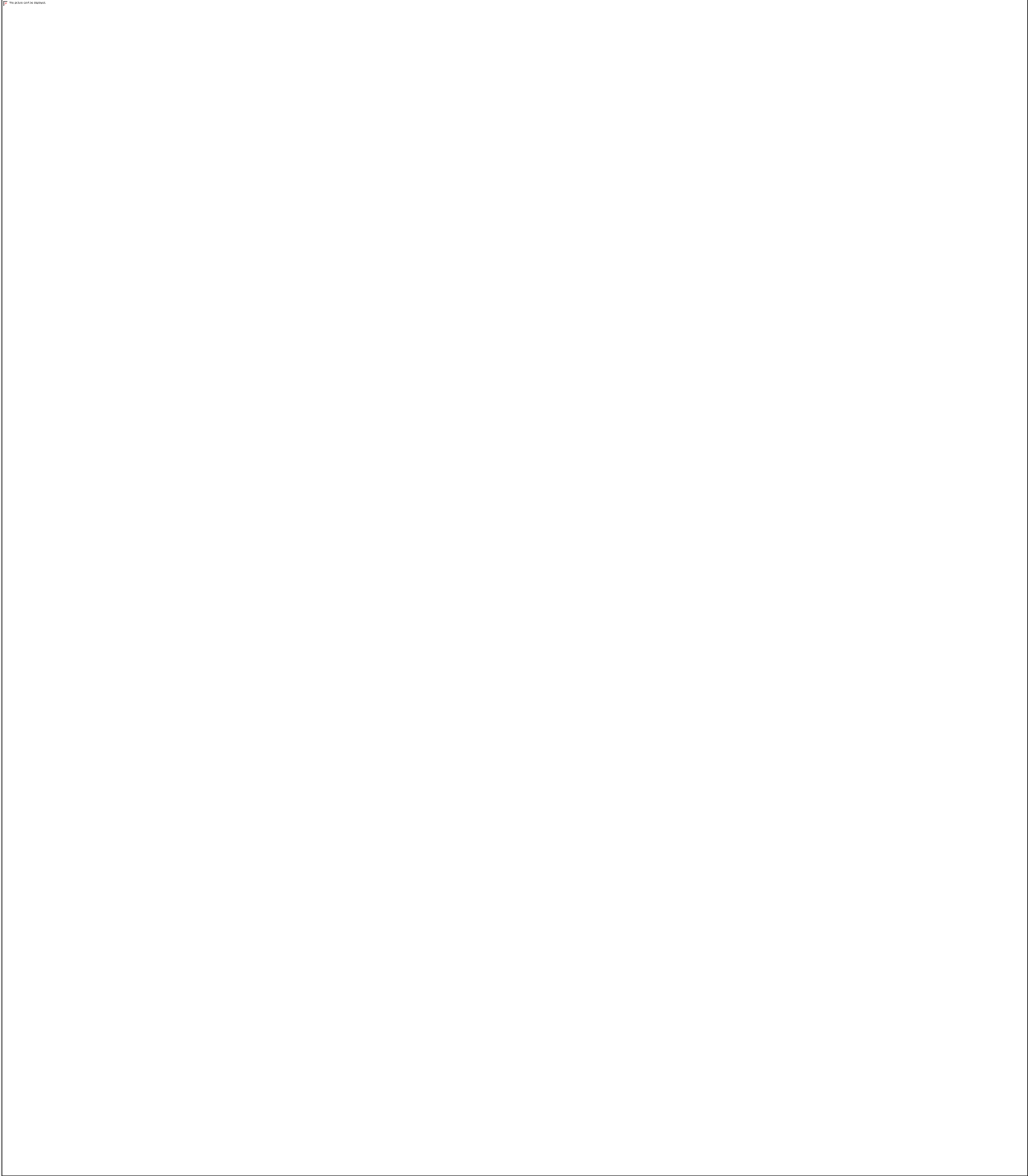


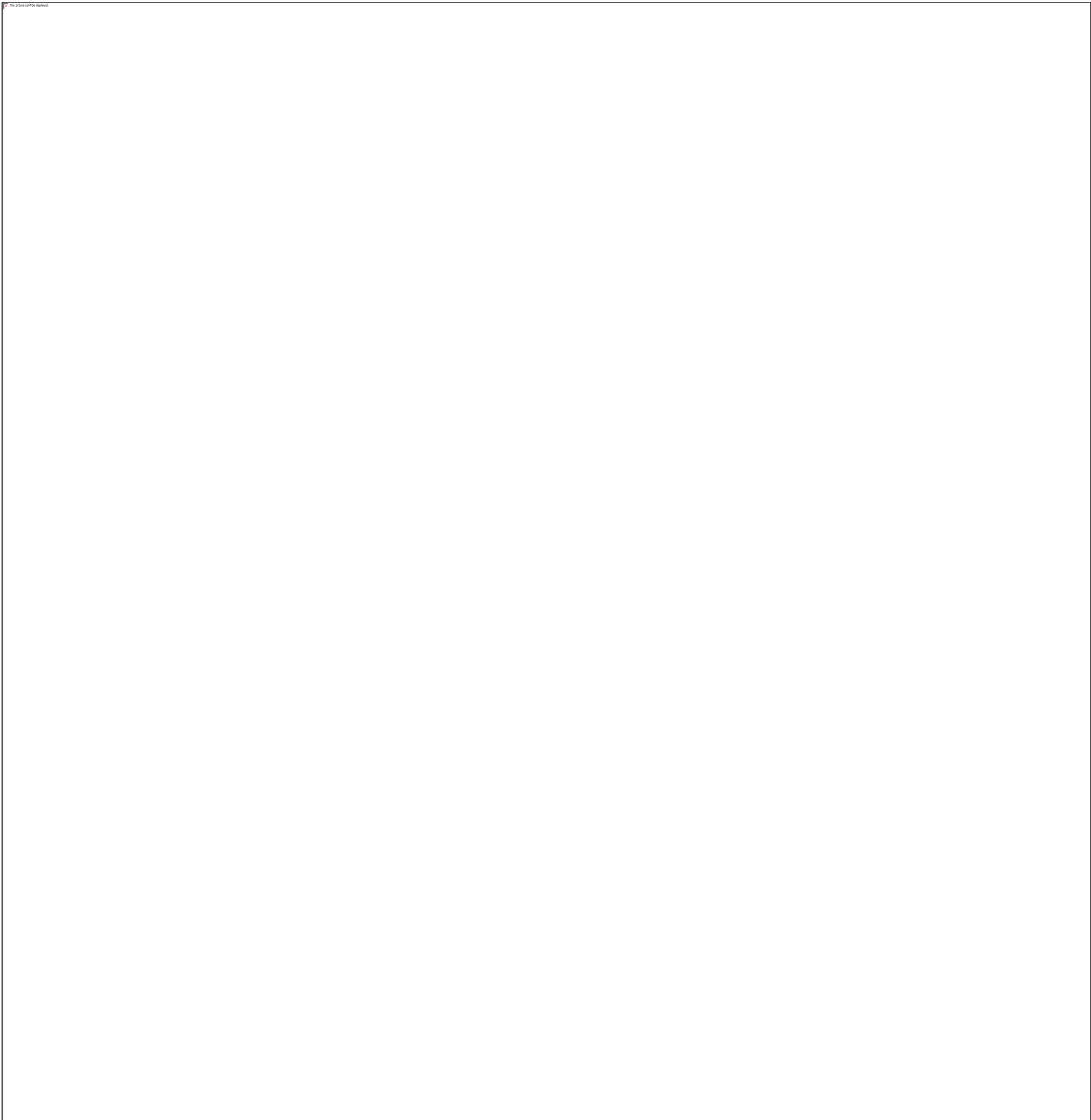












**RESOLUTION FIXING THE TAX LEVY IN
FAYETTE COUNTY, TENNESSEE
FOR THE YEAR BEGINNING JULY 1, 2024**

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Fayette County, Tennessee, assembled in regular session on this 27th day of August, 2024, that the combined property tax rate for Fayette County, Tennessee for the year beginning July 1, 2024, shall be \$1.2915 on each \$100.00 of taxable property, which is to provide revenue for each of the following funds and other wise conform to the following levies:

<u>Fund</u>	<u>Rate</u>
General	1.0079
Highway/Public Works	0.0759
General Purpose School	0.2077
Total	<u>1.2915</u>

SECTION 2. BE IT FURTHER RESOLVED that there is hereby levied a gross receipts tax as provided by law. The proceeds of the gross receipts tax herein levied shall accrue to the General Fund.

SECTION 3. BE IT FURTHER RESOLVED, that all resolutions of the Board of County Commissioners of Fayette County, Tennessee, which are in conflict with this resolution, are hereby repealed.

SECTION 4. BE IT FURTHER RESOLVED that this resolution takes effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed this 27th day of August, 2024.

ATTESTED:
(SEAL)

COUNTY CLERK

COUNTY MAYOR

Commissioner Steve Reeves made the motion to approve the appropriation and the tax levy. The motion was seconded by Commissioner Oglesby and passed unanimously.

The chairman stated that Hunter Winfrey, the director of the EMA, resigned. His last day will be August 31, 2024. Applications have been turned in from four individuals.

Under new business, Commissioner Norton has submitted his resignation. Commissioner Canady made the motion to table it until the next meeting. The motion was seconded by Commissioner Leggett and passed unanimously.



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

Rhea "Skip" Taylor, County Mayor

ATTEST:

Shana N. Burch, County Clerk