

**FAYETTE COUNTY
BOARD OF COUNTY COMMISSIONERS
Tuesday, August 27, 2024 – 7:00 p.m.**

**AGENDA
Order of Business**

1. **CALL TO ORDER** Chairman
2. **ROLL CALL** County Clerk
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **COMMENTS ON NON - AGENDA ITEMS (10 MINUTE MAXIMUM)**
6. **APPROVAL OF MINUTES**
 - 6.1 July 23, 2024 (Pg 3)
7. **RESOLUTIONS OF MEMORIALS, SYMPATHY, AND COMMENDATIONS**
8. **PUBLIC HEARINGS**
 - 8.1 Rezoning from R-2 to SA – 1815 Liberty Rd (Pg 86)
9. **ELECTIONS, APPOINTMENTS, AND CONFIRMATIONS**
 - 9.1 Election of Notaries Public (Pg 105)
 - 9.2 Board of Zoning Appeals Member
 - 9.2.1 Billy Wilson – new nominee
 - 9.2.2 John Arnett – re-appointment
 - 9.3 Industrial Development Board Member (Pg 106)
 - 9.3.1 Will Landry
10. **UNFINISHED BUSINESS**
 - 10.1 **Financial Reports**
 - 10.1.1 Trustee’s Report – July 2024 (Pg 108)
 - 10.2 **Reports of Departments and Agencies**
 - 10.2.1 County Mayor’s Office Rhea Taylor
 - 10.2.2 Sheriff’s Department Sheriff Riles
 - 10.2.3 Board of Education Dr. Versie Hamlett
 - 10.2.4 Juvenile Court Melissa Douglass
 - 10.2.5 Board of Public Works Wayne Dowdy
 - 10.2.6 Trustee Charles McNab
 - 10.2.7 Planning & Development Jim Atkinson
 - 10.3 **Reports of Standing Committees**
 - 10.3.1 Development Committee
 - 10.3.1.1 Minutes – Aug 12, 2024 (Pg 109)
 - 10.3.2 Health and Welfare Committee
 - 10.3.2.1 Minutes – Aug 12, 2024 (Pg 110)

- 10.3.3 Personnel Committee Did Not Meet

- 10.3.4 Education Committee
 - 10.3.4.1 Minutes – Aug 13, 2024 (Pg 111)

- 10.3.5 Criminal Justice and Public Safety Committee
 - 10.3.5.1 Minutes – Aug 13, 2024 (Pg 112)

- 10.3.6 Budget Committee
 - 10.3.6.1 Minutes – Aug 13, 2024 (Pg 113)
 - 10.3.6.2 Airport Phone Service Agreement (Pg 115)
 - 10.3.6.3 Trustee’s Credit Card Contract (Pg 125)
 - 10.3.6.4 Workforce Development District Memorandum of Understanding (Pg 125)
 - 10.3.6.5 FY24-25 Budget
 - 10.3.6.5.1 Proposed FY24-25 Budgets *attached packet*
 - 10.3.6.5.2 Tax Rate and Appropriations Resolution (Pg 152)

10.4 **Reports of Special Committees**

11. **NEW BUSINESS**

- 11.1 Commissioner Resignation – Jim Norton (Pg 157)

12. **ADJOURNMENT**

13. **INFORMATION ONLY**

- 13.1 Sales Tax Letter (Pg 158)
- 13.2 Sales Tax Chart (Pg 160)
- 13.3 Building Permit Report (Pg 161)
- 13.4 Adequate Facilities Tax Report (Pg 162)

FAYETTE COUNTY LEGISLATIVE BODY

July 23, 2024

BE IT REMEMBERED that the Fayette County Legislative Body met in regular session on July 23, 2024, at the Bill G. Kelley Justice Complex in Somerville, Tennessee. Present and presiding was the County Mayor Rhea “Skip” Taylor. Also, present and presiding were the Sheriff, James R. “Bobby” Riles, Shana N. Burch, Fayette County Clerk, and following County Commissioners: Terry Canady, David Crislip, Tim Goodroe, Steve Laskoski, Terry Leggett, Jim Norton, Claude Oglesby, Tommy Perkins, Mike Reeves, Steve Reeves, Elizabeth Rice, Betty Salmon, Robert Sills, Larry Watkins, David Webb, and Adrian Wiggins. Commissioners Win Moore, Matt Rhea, and Ray Seals were absent.

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

Commissioner David Crislip gave the invocation.

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

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

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

NOTARY LIST
July 23, 2024

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

*DENOTES NEW NOTARY

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

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

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

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

Acct #	Description	Beginning Balance	Adjustments	Receipts	Disbursements	Commission Transfers	Ending Balance
Fund: 905 Clerk And Master							
23000 Due To State Of Tennessee							
23111	Litigation Tax	0.00	0.00	7,861.25	-7,330.60	-530.65	0.00
	Totals:	0.00	0.00	7,861.25	-7,330.60	-530.65	0.00
24000 Due To County Trustee							
24140	Litigation Tax - General	0.00	0.00	16,867.50	-15,728.93	-1,138.57	0.00
24160	Delinquent Taxes	0.00	1,896.09	181,618.74	-174,339.08	-9,175.75	0.00
24360	Officers Costs	0.00	294.00	2,389.50	-2,549.32	-134.18	0.00
24490	Other Collections	0.00	0.00	1,730.00	-1,643.50	-86.50	0.00
	Totals:	0.00	2,190.09	202,605.74	-194,260.83	-10,535.00	0.00
25000 Due To Cities							
25110	City Delinquent Taxes	0.00	-1,397.28	70,866.52	-65,995.78	-3,473.46	0.00
	Totals:	0.00	-1,397.28	70,866.52	-65,995.78	-3,473.46	0.00
26000 Due To Litigants, Heirs And Others							
26100	Court Funds And Costs	1,588,972.33	48,475.30	3,118,500.50	-2,259,422.26	0.00	2,496,525.87
26200	Officers' Costs - Non-County	0.00	62.00	1,566.00	-1,628.00	0.00	0.00
26300	Alimony/child Support	0.00	0.00	8,385.59	-8,385.59	0.00	0.00
26400	Deposits	1,111,976.38	-207,924.09	559,396.82	-79,999.40	-510.01	1,382,939.70
26510	Attorney Fees - Delinquent Tax	0.00	-151.46	28,642.68	-28,491.22	0.00	0.00
	Totals:	2,700,948.71	-159,538.25	3,716,491.59	-2,377,926.47	-510.01	3,879,465.57
28000 Other Credits							
29900	Fee/commission Account	0.00	263.55	118,829.79	-134,142.46	15,049.12	0.00
	Totals:	0.00	263.55	118,829.79	-134,142.46	15,049.12	0.00
Fund Totals:		2,700,948.71	-158,481.89	4,116,654.89	-2,779,656.14	0.00	\$3,879,465.57

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

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

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

Register of Deeds  Date 07-02-2024

County Mayor _____ Date _____
 County Clerk _____ Date _____

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

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

Trial balance Fayette County Juvenile Court As of 6/30/2024				
Account	Type	Description	Debit	Credit
26310	Liability	Publications		\$0.00
26400	Liability	Investments		\$131,635.39
26400.01	Liability	Trust Funds to Invest		\$0.00
26400.02	Liability	Trust Funds to Disburse		\$0.00
26400.03	Liability	Trust Monies Held		\$131,635.39
26402	Liability	Non-Invested Funds Holding		\$0.00
29900	Liability	Clerk Funds		\$0.00
29900.01	Liability	Juvenile Fines		\$0.00
29900.02	Liability	Clerk Data Fee		\$0.00
29900.03	Liability	Interpreter Fees		\$0.00
29900.04	Liability	Detention Fees		\$0.00
29900.05	Liability	Commissions		\$0.00
29900.06	Liability	Copies, Fax Filing, and Other Fees		\$0.00
29900.07	Liability	Clerk Fees		\$0.00
29900.071	Liability	Disburse 11130 to Clerk		\$0.00
29900.072	Liability	Disburse 11131 to Clerk		\$0.00
29900.08	Liability	Tobacco Juvenile Fine		\$0.00
29900.09	Liability	Subpoena/Summons		\$0.00
29900.10	Liability	Notice of Appeal		\$0.00
		Total Liabilities		\$136,869.39
Total			\$136,869.39	\$136,869.39

EDellman 7-2-24

Acct #	Description	Beginning Balance	Adjustments	Receipts	Disbursements	Commission Transfers	Ending Balance
Fund: 902 Circuit Court Clerk							
23000 Due To State Of Tennessee							
23111	Litigation Tax	0.00	-144,324.75	186,060.57	-39,544.01	-2,191.81	0.00
23180	Criminal Injuries Compensation Tax	0.00	-73.50	4,747.68	-4,517.18	-157.00	0.00
23300	Secretary Of State - Notary Commissions	0.00	15.00	5.00	-20.00	0.00	0.00
23400	Department Of Safety	0.00	146.50	1,312.50	-1,393.16	-65.64	0.00
23600	Tenn Bureau Of Investigation	0.00	40.00	382.50	-401.36	-21.14	0.00
23900	Other Funds Due State	0.00	10,120.44	2,800.00	-12,018.42	-150.02	752.00
Totals:		0.00	-134,076.51	195,508.25	-57,894.13	-2,585.61	752.00
24000 Due To County Trustee							
24140	Litigation Tax - General	0.00	-108.25	9,170.25	-8,450.31	-611.69	0.00
24310	County Fines	0.00	3,705.92	11,823.50	-14,836.13	-693.29	0.00
24330	Drug Fines	0.00	29.50	37,488.50	-35,642.09	-1,875.91	0.00
24331	Drug Court Fees	0.00	140.00	1,890.00	-1,928.49	-101.51	0.00
24360	Officers Costs	0.00	245.50	13,602.00	-13,155.05	-692.45	0.00
24370	Jail Fees	0.00	0.00	72.00	-68.40	-3.60	0.00
24380	District Attorney General Fees	0.00	0.00	2,066.00	-1,962.70	-103.30	0.00
24490	Other Collections	0.00	143.00	6,049.00	-6,133.50	-58.50	0.00
Totals:		0.00	4,155.67	82,161.25	-82,176.67	-4,140.25	0.00
25000 Due To Cities							
25210	City Fines	0.00	0.00	1,975.00	-1,876.25	-98.75	0.00
25220	Drug Fines	0.00	0.00	1,770.00	-1,681.50	-88.50	0.00
25230	Officers Costs	0.00	-168.00	2,161.50	-1,893.80	-99.70	0.00
Totals:		0.00	-168.00	5,906.50	-5,451.55	-286.95	0.00
26000 Due To Litigants, Heirs And Others							
26100	Court Funds And Costs	852,770.38	152,027.34	147,043.52	-380,810.76	0.00	771,030.48
26200	Officers Costs - Non-County	32.00	8.00	236.00	-276.00	0.00	0.00
26400	Deposits	521,882.88	-96,736.45	327,293.89	-139,361.66	-55.41	613,123.25
Totals:		1,374,685.26	55,298.89	474,673.41	-520,448.42	-55.41	1,384,153.73
28000 Other Credits							
29000	Fee/Commission Account	0.00	-6,617.20	87,873.44	-88,324.46	7,068.22	0.00
Totals:		0.00	-6,617.20	87,873.44	-88,324.46	7,068.22	0.00
Fund Totals:		1,374,685.26	-81,407.15	845,922.85	-754,295.23	0.00	\$1,384,905.73

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

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

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Summary of Assets:

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

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

19/07/2024

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


(Signature)

Circuit Court Clerk
(Title)

7-2-24
(Date)

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Acct #	Description	Beginning Balance	Adjustments	Receipts	Disbursements	Commission Transfers	Ending Balance
Fund: 904 General Sessions Court Clerk							
23000 Due To State Of Tennessee							
23111	Litigation Tax	0.00	751.24	172,040.56	-162,339.34	-10,452.46	0.00
23180	Criminal Injuries Compensation Tax	0.00	279.50	7,044.00	-7,092.50	-231.00	0.00
23220	Game And Fish Fines And Costs	0.00	0.00	170.50	-164.25	-6.25	0.00
23300	Secretary Of State - Notary Commissions	0.00	0.00	160.00	-160.00	0.00	0.00
23400	Department Of Safety	0.00	-19.75	149,647.08	-142,145.95	-7,481.38	0.00
23600	Tenn Bureau Of Investigation	0.00	75.00	1,717.19	-1,702.55	-89.64	0.00
23800	Motor Vehicle Enforcement	0.00	0.00	2,250.00	-2,137.50	-112.50	0.00
23900	Other Funds Due State	0.00	62,14.91	6,567.00	-11,373.81	-338.85	1,069.25
Totals:		0.00	7,300.90	339,596.33	-327,115.90	-18,712.08	1,069.25
24000 Due To County Trustee							
24140	Litigation Tax - General	0.00	-1,411.66	275,726.63	-255,802.88	-18,512.09	0.00
24310	County Fines	0.00	3,594.50	29,934.00	-31,852.06	-1,676.44	0.00
24330	Drug Fines	0.00	3,706.25	10,139.65	-13,153.59	-692.31	0.00
24331	Drug Court Fee	0.00	166.25	4,199.50	-4,147.46	-218.29	0.00
24340	County Game And Fish Fines	0.00	0.00	62.50	-56.25	-6.25	0.00
24360	Officers Costs	0.00	1,213.25	39,028.00	-38,229.19	-2,012.06	0.00
24370	Jail Fees	0.00	120.00	2,495.25	-2,484.48	-130.77	0.00
24380	District Attorney General Fees	0.00	75.00	1,300.00	-1,306.25	-68.75	0.00
24490	Other Collections	0.00	5,928.75	57,677.48	-60,322.80	-3,283.43	0.00
Totals:		0.00	13,392.34	420,563.01	-407,354.96	-26,600.39	0.00
25000 Due To Cities							
25210	City Fines	0.00	0.00	6,940.50	-6,593.47	-347.03	0.00
25220	Drug Fines	0.00	0.00	5,419.50	-5,148.52	-270.98	0.00
25230	Officers Costs	0.00	-49.10	5,016.00	-4,718.65	-248.25	0.00
Totals:		0.00	-49.10	17,376.00	-16,460.64	-866.26	0.00
26000 Due To Litigants, Hefrs And Others							
26100	Court Funds Add Costs	16,556.87	103,998.00	365,104.10	-462,145.84	0.00	21,613.13
26200	Officers' Costs - Non-County	64.00	128.00	3,158.00	-3,350.00	0.00	0.00
26400	Deposits	51,600.00	-88,824.55	87,374.55	-2,750.00	0.00	47,400.00
Totals:		68,320.87	15,301.45	455,636.65	-468,245.84	0.00	69,013.13
28000 Other Credits							
29900	Fee/commission Account	0.00	-132.17	198,746.01	-244,792.57	46,178.73	0.00
Totals:		0.00	-132.17	198,746.01	-244,792.57	46,178.73	0.00

19/07/2024

Date: 7/2/2024 9:20:17AM
User: heather

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

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

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

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Summary of Assets:

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

	\$70,082.38
	\$0.00
	\$70,082.38

19/07/2024

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

Ed Rollins
(Signature)

Circuit Court Clerk
(Title)

7-2-24
(Date)

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

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

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

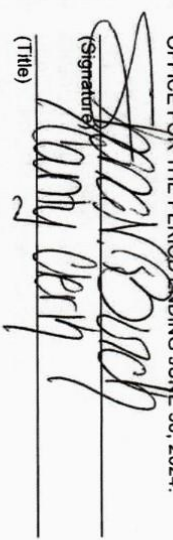
ACCT	DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSF
24295	Racetrack License Fee	.00	.00	.00	.00	.00	.00
24296	Racetrack Renewal Fee	.00	.00	.00	.00	.00	.00
24490	OTHER COUNTY COLLECTIONS	.00	.00	1,350.00	1,350.00	.00	.00
24492	HELPING SCHOOLS	.00	.00	808.40	808.40	.00	.00
	*** SUB-TOTAL ***	.00	70.00	3,377,246.15	3,372,500.28	4,675.87	
26000	DUE TO LITIGANTS, HEIRS, & OTHERS	.00	.00	.00	.00	.00	.00
26010	ML Specialty Certificate	.00	.00	7,407.29	7,407.29	.00	.00
26315	CONTRIBUTIONS - ORGAN DONOR PR	.00	.00	.00	.00	.00	.00
26400	DEPOSITS	.00	.00	24,429.75	24,429.75	.00	.00
26401	CREDIT CARD FEES - BIS	.00	.00	82,140.14	82,140.14	.00	.00
26405	CREDIT CARD - BANK	.00	.00	.00	.00	.00	.00
26901	GENEOLOGY RESEARCH	.00	.00	.00	.00	.00	.00
26920	NOTARY SEALS	.00	.00	.00	.00	.00	.00
26930	POSTAL CHARGES	.00	.00	.00	.00	.00	.00
26991	OVERPAYMENT/REFUND	.00	-70.00	3,379.13	3,449.13	.00	.00
26999	OVER & SHORT	.00	.00	.00	.00	.00	.00
	*** SUB-TOTAL ***	.00	-70.00	117,356.31	117,426.31	.00	.00
29900	FEE & COMMISSION ACCOUNT	-105,812.09	.00	389,511.99	577,931.88	-188,079.72	
29901	CLERK'S FEES/COMMISSIONS	.00	.00	6,276.00	6,276.00	.00	.00
29902	COMPUTER CLERK SEE	.00	.00	8,722.45	.00	8,722.45	
29905	TONER & PAPER FEES	.00	.00	10,065.00	10,065.00	.00	.00
29955	EIVS NOTICE COUNTY	.00	.00	35,574.00	35,574.00	.00	.00
29957	EARMARK TITLE LOCAL 3	.00	.00	450,149.44	629,846.88	-179,357.27	
	*** SUB-TOTAL ***	-105,812.09	.00	9,512,195.78	9,512,273.95	.00	.00
	*** TOTAL ***	-106,215.19	.00	9,512,195.78	9,512,273.95	.00	.00


Printed: 07/09/2024

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

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

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


 (Signature) _____
 Nancy Berry
 (Title) _____


 (Date) _____

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

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


JAMES R. (BOBBY) RILES, SHERIFF


DATE

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

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

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

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Fayette County Trustee
 YTD RDB Report
 Thru June 2024

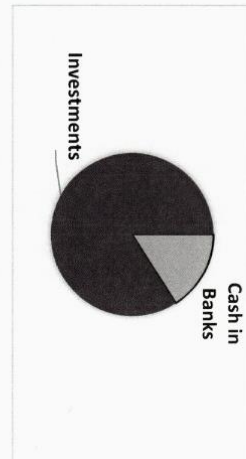
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 Page 2 of 3

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

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

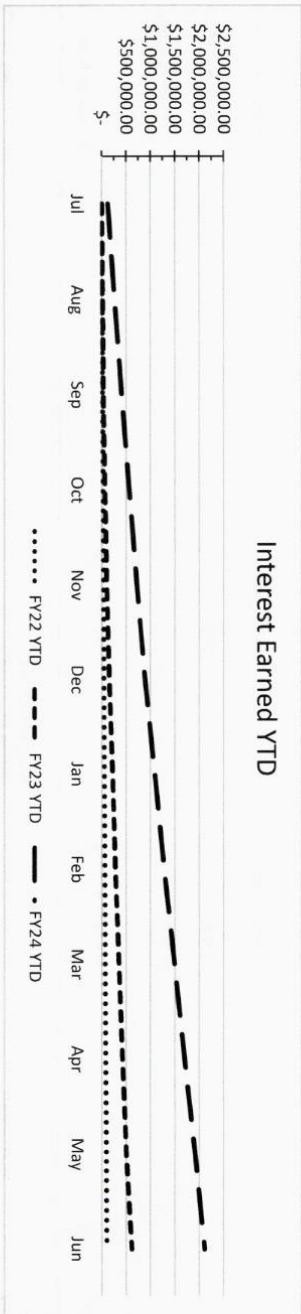
Cash Balance (Not Fund Balance)	\$	16,728,402.80
101 - General Fund	\$	1,884,118.98
116 - Solid Waste Fund	\$	493,266.63
122 - Drug Control Fund	\$	1,088,693.20
125 - AFT Fund	\$	5,457,343.70
131 - Public Works Fund	\$	9,403,538.28
141 - General Purpose School Fund	\$	331,807.71
142 - School Federal Projects Fund	\$	569,809.15
143 - Central Cafeteria Fund	\$	4,395,896.86
151 - Debt Service Fund	\$	9,649,125.95
171 - Capital Projects Fund	\$	695,376.40
172 - Community Development Fund	\$	80,078.96
175 - HUD Grant Projects Fund	\$	135,792.66
189 - Other Capital Projects Fund	\$	1,415.31
363 - Judicial District Drug Fund	\$	

June 2024



	Interest Earned				
	FY22 YTD	FY23 YTD	FY24 MTD	FY24 YTD	
Jul	\$ 9,082.35	\$ 11,211.37	\$ 129,450.92	\$ 129,450.92	
Aug	\$ 17,397.86	\$ 23,149.14	\$ 134,984.29	\$ 264,435.21	
Sep	\$ 25,421.28	\$ 41,188.73	\$ 149,317.72	\$ 413,752.93	
Oct	\$ 33,753.78	\$ 71,461.38	\$ 155,064.14	\$ 568,817.07	
Nov	\$ 41,810.64	\$ 105,484.85	\$ 150,952.45	\$ 719,769.52	
Dec	\$ 50,626.85	\$ 157,955.93	\$ 174,654.03	\$ 894,423.55	
Jan	\$ 59,747.88	\$ 223,382.31	\$ 199,082.32	\$ 1,093,505.87	
Feb	\$ 67,832.88	\$ 283,285.75	\$ 192,070.87	\$ 1,285,576.74	
Mar	\$ 76,569.33	\$ 356,653.10	\$ 213,374.86	\$ 1,498,951.60	
Apr	\$ 85,501.13	\$ 428,785.96	\$ 204,337.87	\$ 1,703,289.47	
May	\$ 94,340.93	\$ 506,077.11	\$ 210,656.07	\$ 1,913,945.54	
Jun	\$ 103,313.30	\$ 618,447.34	\$ 196,595.04	\$ 2,110,540.58	

Interest Earned YTD



The chairman reported for the mayor's office. He stated that the bicentennial celebration would be held this year. Meetings started taking place in the fall of last year, Tina Glover and Mayor Judy Watters have been very active in this process. Every city would add something to the festival to represent them. The airshow was being talked about being incorporated but it has been decided

that it will not work, so the event will take place somewhere else with food, fireworks, and band or something like that. He stated that his office is getting several requests for open records, but they keep calling it the freedom of information act. Which is a federal law that has different standards than the open records law. Freedom of Information is strictly federal. When the county gets a request for open records, we must provide it, unless it is excluded, in a timely manner.

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

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

Development Committee did not meet.

Health and Welfare Committee did not meet.

Personnel Committee did not meet.

Education Committee did not meet.

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

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE

**Minutes
July 9, 2024**

Present

Canady Rice Leggett Wiggins Rhea

1) Sheriff's Report

- The Committee reviewed the Sheriff's Report.
- Sheriff Riles reported to the committee that there had been an additional fentanyl related death since the report had been created.

2) Food Service Contract for the Jail

- Sheriff Riles presented the Jail Food Service contract. It has an annual escalated charge per meal.
- After discussion, the committee recommended approval on a motion by Leggett, seconded by Wiggins.

Meeting Adjourned.

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

BUDGET COMMITTEE

**Minutes
July 9, 2024**

Present

Perkins	Rice	Reeves, S	Goodroe	Norton
Sills	Webb	Watkins		

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

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

Meeting Adjourned.

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

AMENDMENT #1 TO THE FOOD SERVICE AGREEMENT

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

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

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

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

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

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

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

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

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

CLIENT: Fayette County Sheriff's Office

COMPANY: Summit Food Service, LLC

Signature: _____

Signature: _____

Name: _____

Name: Brittany Mayer-Schuler

Title: _____

Title: President

Date: _____

Date: _____

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

Commissioner Steve Reeves made the motion to approve the Kroger opioid settlement resolution, the county would be receiving \$6,000.00 annually through the settlement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this the 23rd day of July, 2024.

BY: _____

Rhea Taylor, Fayette County Mayor

ATTEST: _____

Shana Burch, Fayette County Clerk

Commissioner Steve Reeves stated that there was a referendum for the sale of wine at the Buc-ee's location. The chairman stated that there must be a petition, and it will take 1,400 signatures. It will need to take place sometime in

August, if the signatures are obtained in a timely manner, then it will go to the election commission to be placed on the ballot.

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

BUDGET COMMITTEE

Minutes

July 23, 2024

Present

Perkins	Rice	Reeves, S	Goodroe	Norton
Sills	Webb	Watkins	Oglesby	

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

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

Meeting Adjourned.

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

MEMORANDUM OF AGREEMENT

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

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

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

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

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

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

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

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

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

Jeff Huffman
Tipton County Executive

Rhea "Skip" Taylor
Fayette County Mayor

Attest

Attest



GOVERNMENTAL GRANT CONTRACT

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

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

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

Grantee Selection Process Summary

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

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <i>Scott Grammer \ MKH</i>	CPO USE - GG
Speed Chart (optional) EN00021220/32734	Account Code (optional)

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
TIPTON COUNTY**

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

Grantee Edison Vendor ID # 0000002572

A. SCOPE OF SERVICES AND DELIVERABLES:

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

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

General Terms for All Construction Projects

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

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

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

B. TERM OF CONTRACT:

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

C. PAYMENT TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

as budgeted.

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

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

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

The State:

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

The Grantee:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- D.16. **Monitoring.** The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. **Progress Reports.** The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. **Annual and Final Reports.** The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. **Audit Report.** The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term

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

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

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

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

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

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

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

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

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

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

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

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

The Grantee shall comply with the following:

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF,

TIPTON COUNTY:

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

Jun 26, 2024

GRANTEE SIGNATURE

DATE

Jeff Huffman

Tipton County Executive

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER

DATE

ATTACHMENT A

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

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

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

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

ATTACHMENT A

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Stanton Engineering Design	\$193,800.00
Covington Engineering Design	\$234,555.00
Covington Construction Plans Review	\$1,425.00
Soil and Stream Analyses and Regional Planning	\$1,900,000.00
Institutional Development	\$202,666.25
Administrative Costs	\$526,680.00
TOTAL	\$3,059,126.25

CAPITAL PURCHASE	AMOUNT
2500 LF Gravity Sewer Extension to Exit 42	\$289,750.00
Infiltration and Inflow Reduction Efforts-CIPP and Replacement	\$199,500.00
WWTP Influent Pump Station	\$475,000.00
WWTP SBR Reactor and Effluent Filter	\$1,306,250.00
Covington Construction Admin	\$115,805.00
WWTP Chlorine Contact Chamber and Effluent Pump Station	\$308,750.00
8 inch PVC Force Main -33,500	\$1,368,475.00
Driveway Bores- 1,800	\$171,000.00
Wet Well (2) and air release valve (6)	\$106,400.00
Pump Stations (1-300 GPM and 1- 500 GPM)	\$807,500.00
Electrical Supply and Site Work	\$118,750.00
Connection to SMH (2)	\$9,500.00
Stanton Construction Admin/Inspection	\$76,950.00
Contingency	\$387,243.75
TOTAL	\$5,740,873.75

ATTACHMENT B

Federal Award Identification Worksheet

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

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



Equitable Sharing Agreement and Certification



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

Type: Sheriff's Office

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

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

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

FY End Date: 06/30/2024

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

Annual Certification Report

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

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

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

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

Career Center

Building Repairs

Roof Quotes

Insulated Roofing	\$ 39,302
Overton Roofing Company	\$ 22,880

Heating/AC

Southern Home Heating and Air	\$ 24,950
-------------------------------	-----------



**INSULATED
ROOFING
SYSTEMS
INC.**
(SINCE 1981)

February 7, 2024

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

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

Mr. Kee,

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

Scope of work:

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

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

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

look forward to working with you in the future.

Respectfully Submitted,

Heather Beard Smith

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

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

INSULATED ROOFING SYSTEMS, INC.

OWNER

Date Accepted _____

Date Accepted _____

Authorized Signature _____

Authorized Signature _____

ESTIMATE

OVERTON ROOFING COMPANY
109 S RUSSELL ST
BROWNSVILLE, TN 38012

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

OLD CAREER CENTER OF SOMERVILLE

Bill to

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

Estimate details

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

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

Kyle Kirkpatrick
Southern Home Heating and Air
July 2, 2024

Estimate-Career Center:

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

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

Courthouse Renovation

S. Webster Haining & Co.

- current contractor at Courthouse
- would require a contract addendum

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

May 29, 2024



To: Mayor Rhea Taylor

From: Jason Gilbert

RE: Fayette County Courthouse Basement Restroom Renovation

Location: Fayette County Courthouse Sommersville, TN 38068

Honorable Mayor Taylor,

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

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

Page 1 of 3

9) **Finishes:**

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

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

10) **Specialties:**

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

11) **Equipment:**

- Not Applicable.

12) **Furniture:**

- Not Applicable.

13) **Special Construction:**

- Not Applicable

14) **Conveying System:**

- Not Applicable.

15) **Mechanical:**

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

16) **Electrical:**

- Not Applicable.

Exclusions:

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

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

Sincerely,



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

Proposal Value of \$117,874.00

Approved by: _____

Printed Name: _____

Title: _____

Terms and Conditions

CONTRACTS:

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

PAYMENTS:

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

PRICING:

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

July 22, 2024



To: Jeff Eakes

From: Jason Gilbert

RE: Flooring and painting Budget Proposal

Location: Fayette County Courthouse

Mr. Eakes,

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

Clarification:

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

Exclusions:

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

Page 1 of 2

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

Sincerely,



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

Proposal Value of \$70,607.00

Approved by: _____

Printed Name: _____

Title: _____

Terms and Conditions

CONTRACTS:

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

PAYMENTS:

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

PRICING:

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

Commissioner Steve Reeves stated that no action was taken on for the school boards budget. The chairman stated that if the full commission passed the school boards budget, then it would incorporate into next month's budget, if the commission did not pass it then it would go back to the school board, they would then have ten (10) days to submit it back to the commission. The chairman discussed the details with the commission. Commissioner Leggett made the

motion to reject the school board budget as it was presented and that the commission continue to use the debt service as part of the MOE. The motion was seconded by Laskoski and passed unanimously.

Fayette County Public Schools General Purpose School Budget 2024-2025

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

Fayette County Public Schools General Purpose School Budget 2024-2025

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

Fayette County Public Schools General Purpose School Budget 2024-2025

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

Fayette County Public Schools General Purpose School Budget 2024-2025

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

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

Fayette County Public Schools General Purpose School Budget 2024-2025

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

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

Fayette County Public Schools General Purpose School Budget 2024-2025

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

Fayette County Public Schools General Purpose School Budget 2024-2025

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

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

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

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

Fayette County Public Schools General Purpose School Budget 2024-2025

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

Fayette County Public Schools General Purpose School Budget 2024-2025

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

School Fund 141

Changes from Previous Year (FY 23-24)

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

Proposed One-year Relief

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

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

Changes needed to Implement

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

Maintenance of Effort Test

Fiscal Year - Straight Year 10 Year Revenue Comparison

Fiscal Level - Straight Year 10 Year Revenue Comparison	Budget	Amended	Original	State Department USE ONLY	2025 Budget vs.		Comments
					2023-24	2024 Budget/	
Local Revenue Account Codes	2024-25	2023-24	2023-24	2023-24	Actual vs. Budget	Amended Budget	
40110 Current Property Tax	4,339,923	-	4,306,395	4,306,395	(43,000)	133,528	
40120 Finance/Collections - Prior Year	115,000	-	115,000	72,000	(57,000)	-	
40130 Circuit Clerk/Clerk & Master Coll. - Prior Yrs	91,000	-	91,000	34,000	(11,000)	-	
40140 Interest & Penalty	24,000	-	24,000	13,000	(11,000)	-	
40161 - 40168 Payments in Lieu of Taxes	30,500	-	30,500	52,000	21,500	-	
40200 Local Option Sales Tax	7,572,340	-	6,143,860	7,502,000	1,358,140	1,208,480	
40270 Business Tax	-	-	-	-	-	-	
40280 Mineral Severance Tax	-	-	-	-	-	-	
40320 Bank Excise Tax	-	-	-	-	-	-	
40330 Wholesale Beer Tax	-	-	-	-	-	-	
40340 Coal Severance Tax	2,000	-	2,000	-	(2,000)	-	
40350 Interstate Telecommunications Tax	8,000	-	8,000	17,000	9,000	-	
Other (Specify): 40275 Mixed Drink Tax	-	-	-	-	-	-	
40100 Total County Taxes	\$ 11,962,763	\$ -	\$ 10,620,755	\$ 11,896,395	\$ 1,275,640	\$ 1,342,008	
40610 Current Property Tax	-	-	-	-	-	-	
40620 Prior Year's Property Tax	-	-	-	-	-	-	
40630 Interest & Penalty	-	-	-	-	-	-	
40650 Payments in Lieu of Taxes	-	-	-	-	-	-	
40710 Local Option Sales Tax	-	-	-	-	-	-	
Other (Specify):	-	-	-	-	-	-	
40600 Total City/Special School District Taxes	\$ 2,750	\$ -	\$ 2,750	\$ 2,750	\$ -	\$ -	
44100 Licenses & Permits	-	-	-	-	-	-	
44120 Investment Income	-	-	-	-	-	-	
44120 Lease/Rentals	-	-	12,000	8,000	(4,000)	(12,000)	
46851 State Revenue Sharing - TVA	-	-	-	-	-	-	
49810 City General Fund Transfers	-	-	-	-	-	-	
Other (Specify):	-	-	-	-	-	-	
Total Local Revenue per School Records	\$ 11,965,513	\$ -	\$ 10,635,505	\$ 11,907,145	\$ 1,271,640	\$ 1,330,008	
LESS: Local Revenue Increases for (2):							
Capital Outlay	-	-	-	-	-	-	
Debt Service	-	-	-	-	-	-	
Total Adjusted Local Revenue	\$ 11,965,513	\$ -	\$ 10,635,505	\$ 11,907,145	\$ 1,271,640	\$ 1,330,008	
Second Level - Per Pupil Revenue							
Total Local Revenue Divided by	\$ 11,965,513	\$ -	\$ 10,635,505	\$ 11,907,145			
Average Daily Membership (use funding allocation sheets)	2,880	-	2,943	2,943			
Per Pupil Revenue	\$ 4,154.17	\$ -	\$ 3,613.83	\$ 4,045.92	\$ 540	\$ 540	

DS-5106 Rev. 4/2007

Attach copies of BRF Funding sheets
 Attach copies of BRF Funding sheets
 Attach copies of BRF Funding sheets
 Attach copies of BRF Funding sheets

* An explanation is required when actual revenues collected are less than 95% of budgeted revenues.
 ** An explanation is required when proposed budget estimates exceed prior year's budget/amended budget by more than 5%.
 (1) All budget amendments affecting local revenue must be filed with the State Department of Education.
 (2) Section 49-2-203(e)(10)(A)(ii) - "No LEA shall submit a budget to the local legislative body that is not in compliance with the provisions of this section, including capital outlay and debt service." Section 49-1-314(c)(1) - "No LEA shall use state funds to supplement local current operating funds, excluding capital outlay and debt service." Documentation must be on file with the Department of Education to support amendments.
 CAPITAL OUTLAY AND DEBT SERVICE EXPENDITURES.
 Actual local revenues collected for the 2006-2007 Fiscal Year shall be equal to or greater than the local budgeted Fiscal Year. If actual local revenues do not equal or exceed budgeted amounts, then a State BRF Reserve will be established. Budgeted local revenues for the 2007-2008 Fiscal Year MUST BE EQUAL TO OR GREATER THAN the budgeted local revenues for the 2006-2007 Fiscal Year. If actual local revenues for the CANNOT be amended below the Maintenance of Effort levels of the prior year.

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

Rhea "Skip" Taylor, County Mayor

ATTEST:

Shana N. Burch, County Clerk

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: BK
 PG: PG
 BLOCK: BLOCK
 LOT: LOT
 TRACT: TRACT
 TAX YEAR 2024: FAYETTE
 JUR CONTROL MAP GROUP: 157
 PARCEL PI: 000
 Updated: 01/26/2024
 Printed: 02/29/2024
 Map: 157
 Dist: 12
 Card: 1 of 2
 Page: 1 of 3

ADAMS HEATHER SHAWN
 ETWR JERRY KEVIN ADAMS
 1815 LIBERTY RD
 MOSCOW TN 38057
 Additional Description: 86.02
 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		
Heating Fuel			
Year Built	2023	Eff Yr Built	2023
Rooms	Bedrooms		
Full Baths	1	Half Baths	3
Wood FP Stacks		Add'l Fixtures	
Info Src		Add'l Sty	
Occ		Year	
Rentl		Amount	
Struct		Sched	
Floor System	02 Continuous Footing	Floor Finish	11 Carpet Combination
Party Wall	01 Slab On Grade	Interior Finish	07 Drywall
Roof Framing	02 Gable/Hip	Paint/Decor	04 Above Average
Roof Cov/Deck	03 Composition Shingle	Bath Tile	01 Floor Only
Cab/Millwork	03 Average	Electrical	04 Above Average
		Shape	01 Rectangular Design

Quality
 1-: Average - Condition Average
 Date Factor % Comp % Good 98.25
 Dappr: Physical 1.75 Other Phys Functional External

Factors

Area	Story	Const	Grade	SFLA	Depr Yr	Eff Age	County Factor
1,200	.819	1	.92	1,200	2021	0	1.00

Base Dwelling
 91,410 53,850 145,080 120.88 % Complete
 RCN 91,410 53,850 145,080 120.88 Dwelling Factor 1
 RCNLD 89,810 52,720 142,530 118.78 Dwelling Value 142,530

AREAS: Lower Floor First & Above

Area	% SFLA	Rate	RCN
BAS	1,200	22.36	26,830
GRU	1,200	22.35	13,410
OPF	600	0	0
OPF	600	22.35	13,410

APPRaised VALUES

LAND	258,300
IMPROVEMENTS	244,800
TOTAL APPRAISAL	503,100
GREENBELT APR	356,400
ASSESSMENT	89,100
ASSESSED @	25%
APPROACH	COST VALUE
Value Correlation	Value
COST	503,100
INCOME	
MARKET	

PARCEL DATA
 NBHD: H50
 Review Flag: H50
 Living Units: 11 Individual / Individual
 Water/Sewer: 01 Public
 Electricity: 06 Individual - Manufactured Gas
 Gas: 01 Public

Topo
 1 Rolling
 3 Paved
 Road Type: 06 Individual - Manufactured Gas
 Details Next Year: 1 Rolling
 Greenbelt Review: N
 Land Apr Date: 04/01/2008 By: 05
 # Improvements: 1
 # Mobile Homes: 0
 NH Trend: 1 IMPROVING
 Other: 0
 Land Use Code: GREENBELT

ENTRANCES
 Recorded: 0
 Book/Pg: 40
 Date: 01/26/2024
 Pcl Review: 40

BUILDING PERMITS
 Date: 01/26/2024
 Type: 00 Pcl Review
 Status: 40
 Last Visit: 40

AGRICULTURAL / GREENBELT LAND

#	Type	Table	Code	Acc	Frnt	Depth	Units	Rate	Value	Class	#	Mkt Line	Use Type	Soil Type	Access	Value	Rate	Use Value
1	A	48G	46	B	0	0	31.2	4,000.00	124,000	100	1	46	G		B	1,762	56,384	
2	A	48A	46	B	0	0	11	3,700.00	40,700	100	2	46	A		B	1,535	16,885	
3	A	54P	54	B	0	0	1.62	2,250.00	3,650	100	3	54	P		B	746.91	1,210	
4	A	62A	62	B	0	0	29	2,000.00	58,000	100	4	62	A		B	692	20,068	
5	A	62P	62	B	0	0	6.5	1,600.00	10,400	100	5	62	P		B	579.08	3,764	
6	U	ZZ	23	B	0	0	4.9	50.00	250	100	6	62	HOM		B	51.02	250	
7	U	16	04	B	0	0	2	10,625.00	21,250	100	7	7	HOM		B	13,000	13,000	
Totals:																86.02	258,250	111,561

OUTBUILDINGS and YARD ITEMS

Code	Description	Yr. Bilt	Eff Yr	Area	Grade	Units	Add'l Description	Class	Rate	Class	Rate	End	RCN	% Good	Prort	Value

ASSESSOR OF PROPERTY - PROPERTY RECORD CARD

Property Type: 11 Agricultural

1815 LIBERTY RD		Property Address		024		157		013.00		000	
ADAMS HEATHER SHAWN		Ownership and Mailing Address		TAX YEAR 2024		CONTROL MAP		GROUP		PARCEL P I S/I	
ETVIR JERRY KEVIN ADAMS		1815 LIBERTY RD		FAYETTE		Map 157		Updated 01/28/2024		Printed 02/29/2024	
MOSCOW TN 38057		PG		BLOCK		LOT		TRACT		Card: 1 of 2	
Additional Description		PG		BLOCK		LOT		TRACT		Page: 2 of 3	
Dimensions		PG		BLOCK		LOT		TRACT			

SALES		TAX YEAR 2024		JUR		CONTROL MAP		GROUP		PARCEL P I S/I	
Date	Book	Page	Price	Adj Price	V/I	Instr	A/R	Owner	City	SSD1	SSD2
02/06/2023	230	02095	269,000	269,000	V	WD	A	ADAMS HEATHER SHAWN			
03/31/2021	210	03091	105,000	105,000	V	WD	N	ADAMS HEATHER SHAWN			
07/10/2018	180	04072				QC		OGELSBY CLAUDE JR			
11/30/2017	170	07552						COX ODIS			

RLV
 09-06-11-35
 RAILROAD DEED-801/800 10/14/05
 AC CHG PER DEED FOR 2018
 GB# 17004868
 GB# 18000374, GB#18007295
 GB# 21004943
 8.06 AC TO PAR 13.01 FOR 2022
 8.04 AC TO PAR 13.02 FOR 2023
 PEN=HOUSE

NOTES



1 inch = 1,941 feet

Map created September 2013 by the Fayette County Planning and Development Office.
 Printing Scale: 8.5X11
 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 TENNESSEE est 1824
Planning & Development Office
 16265 Highway 64, Suite 1
 Somerville, TN 38068
 901-465-5250

CASH RECEIPT

Date 5-9-2024 001276

Received From Heather Adams - Faith Farms

Address _____ Dollars \$ 600⁰⁰00

For re-zoning to Special activity

ACCOUNT		HOW PAID	
AMT OF ACCOUNT		CASH	
AMT PAID		CHECK	<u>600 00</u>
BALANCE DUE		MONEY ORDER	
		CREDIT CARD	

By M. Hauer



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 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.

Being the same property conveyed to Claude Oglesby Jr and wife, Margie Oglesby by Warranty Deed dated July 10, 2018, from Odys 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~~ 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/herself/themselves to be the within named bargainor(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
AFFIANT

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

3 PGS AL WARRANTY DEED	
EDDIE BATCH: 112889	
04/01/2021 - 01:27 PM	
VALUE	269000.00
MORTGAGE TAX	0.00
TRANSFER TAX	995.30
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1013.30
STATE OF TENNESSEE, FAYETTE COUNTY	
ED PATTAT	
REGISTER OF DEEDS	

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 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.

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



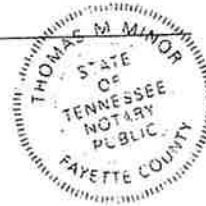
Stacie M. Spray
NOTARY PUBLIC

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.

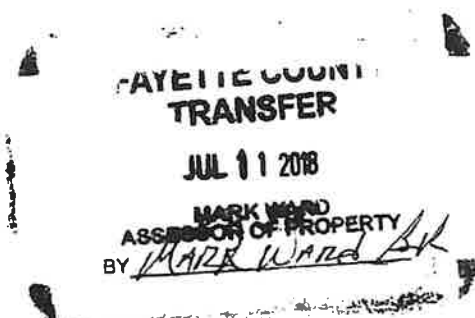
[Signature]
NOTARY PUBLIC



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

3 PGS AL WARRANTY DEED	
BUDDY BATCH: 93603	
07/11/2018 - 03:18 PM	
VALUE	105000.00
MORTGAGE TAX	0.00
TRANSFER TAX	368.50
RECORDING FEE	25.00
DP 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

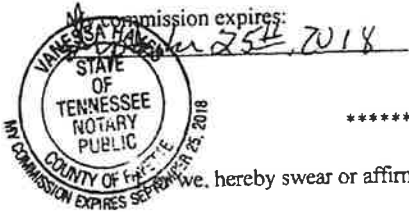

TORIAN COX

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.

Paena Hayer
NOTARY PUBLIC



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.

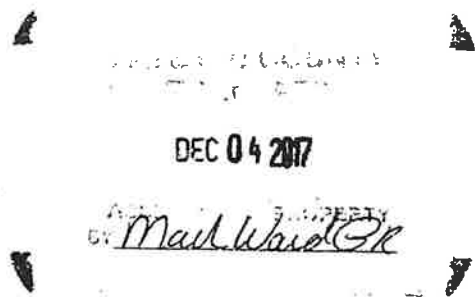


My commission expires:
9-1-19

Stacie M. Spray
NOTARY PUBLIC

PERSON OR AGENCY RESPONSIBLE
FOR TAXES AND MAIL DEED TO:

Cedric Cox
210 Hwy 74
MOSCOW, TN 38057



17007552	
SPRSAL-QUITCLAIM 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
DP 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

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

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)

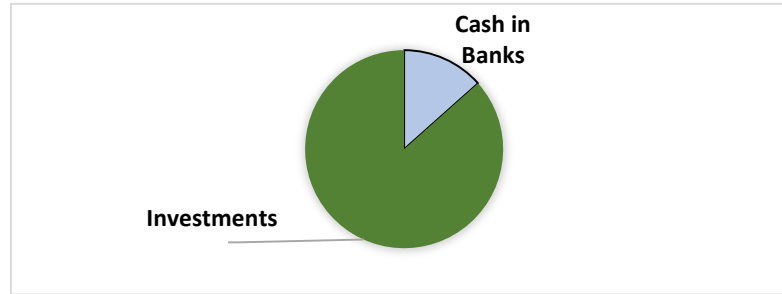
- The Young Bankers Division was created to nurture the professional development of the state's young bank officers and prepare them to become the industry's next generation of leaders. This board oversees all of the events and direction of the Young Bankers in the state of Tennessee.

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.

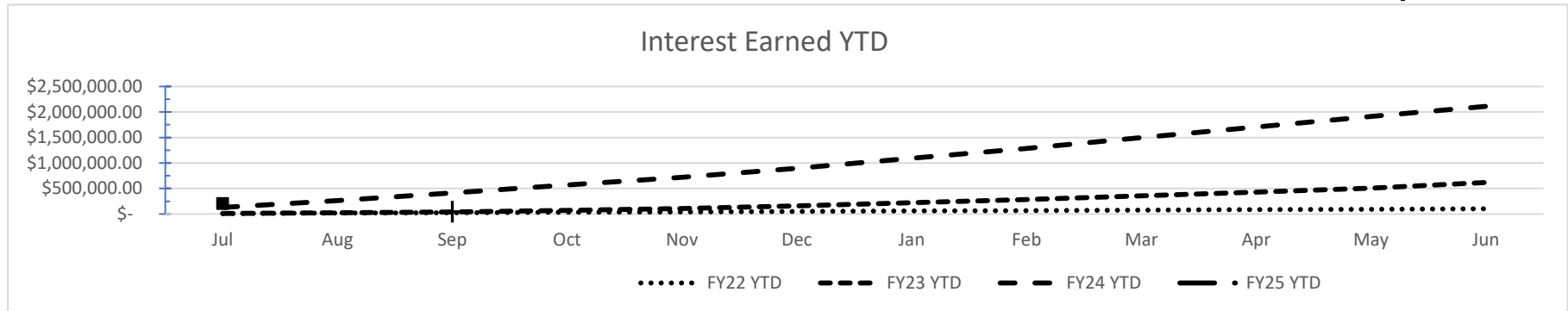
July 2024

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



	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	



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.

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.

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.

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.

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.



HISCALL, INC.
 CORPORATE OFFICE: 1001 GENTRY CIRCLE, DICKSON, TN 37055
 EAST TN: 10425 COGDILL 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

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 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 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.

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: _____



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

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





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

Online Property Tax Payments

LOGIN smith Q

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



citisen™ portal



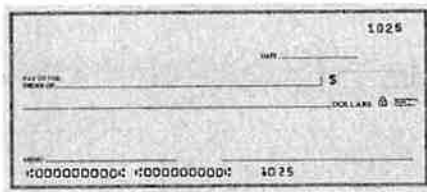
LOGIN ID: 12345

✔ Select A Payment Method ② Confirm Payment

Billing Address 714 Armstrong Lane <small>18 / 50</small>	City Columbia <small>8 / 50</small>
State Tennessee	Zip Code 38401 <small>5 / 9</small>
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 <small>13 / 50</small>	Debit/Credit Card Number 4444444444444444
We Accept: VISA DISCOVER	
Expiration Month January	Expiration Year 2024

CONTINUE CANCEL

Property Tax Payments Have Never Been Easier!



✔ ②

Billing Address
714 Armstrong Lane
18 / 50

City
Columbia
8 / 50

State
Tennessee

Zip Code
38401

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
<i>Miscellaneous Components Total</i>	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.

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 –

- a. shall include two (2) or more representatives of labor organizations nominated by local labor federations in local areas where employers are represented by labor organizations, or (for a local area in which no employees are represented by such organizations) other representatives of employees;
 - b. shall include a representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such program exists.
 - c. may include one or more representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment, training or education needs of individuals with barriers to employment, including organizations that serve veterans or provide or support competitive integrated employment for individuals with disabilities; and
 - d. may include one or more representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.
- III. **Representatives of Education & Training** – each local board shall include representatives of entities administering education and training activities in the local area, who –
- a. shall include a representative of eligible providers administering adult education and literacy activities under WIOA title II.
 - b. shall include at least one representative from an institution of higher education providing workforce investment activities, including community colleges; and
 - c. may include representatives of local educational agencies or community-based organizations with demonstrated expertise in addressing the education or training needs for individuals with barriers to employment;
- IV. **Representatives of Government, Economic, and Community Development** – each local board shall include representatives of government and economic and community development entities serving the local area, who –

- a. shall include a representative of economic and community development entities;
 - b. shall include an appropriate representative from the State employment service office under the Wagner Peyser Act (29 U.S.C. 49 et seq.) serving the local area;
 - c. shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) other than section 112 or part C of that title, serving the local area;
 - d. may include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and
 - e. may include representatives of philanthropic organizations serving the local area; and
- V. **Discretionary Representatives** – each local board may include such other individuals or representatives of entities as the CLEO in the local area may determine to be appropriate.

B. Terms of Board Members

In accordance with the GMLWDB Bylaws, the terms of board membership shall be a fixed term of three (3) years from appointment. Successive board membership terms and term limits shall be in accordance with the GMLWDB Bylaws And member terms will be staggered so all terms do not expire at the same time.

C. Nominations of Board Members

Nominations shall be solicited by the CLEO from entities of business, government, or community development. Nominations must come from the heads of organizations—specifically those representing businesses, labor, education, and economic and community development—to align the workforce and education needs within the State. The CLEO acts as the signatory on behalf of the other LEOs and has final authority to select members to serve on the GMLWDB.

The following documentation shall be submitted for approval of the nomination of each individual selected to serve on the LWDB:

- 1) A nomination form signed by the CLEO; and
- 2) A conflict-of-interest form signed by the nominee to the GMLWDB.

Additionally, the CLEO shall ensure that the composition of the GMLWDB is fair and equitable across the GMLWDA by requiring at least one (1) nomination per county and reflective of the demographics of the GMLWDA in accordance with the most recent US Census and represents diverse geographic areas within the local area, as much as possible. Further, the LEOs for Fayette, Lauderdale, and Tipton may jointly nominate one (1) additional individual to serve on the GMLWDB. This results in a collective total of four (4) nominations for these counties as follows:

Fayette-1 representative

Lauderdale-1 representative

Tipton-1 representative

Joint nomination by the three counties-1 representative

This representation is reflective of at least the percentage of funding allocated by the State of Tennessee to each county.

In accordance with GMLWDB, local governance and documentation for renewal of an GMLWDB member's nomination or their conflict-of-interest form must be received within one (1) full calendar quarter following expiration. The CLEO will sign and submit a renewal form to extend the tenure of GMLWDB members in good standing. The renewal form must acknowledge the following:

- 1) The member's organization or company that they indicated on the nomination form;
- 2) The member has a conflict-of-interest form signed within one full calendar year of membership renewal;
- 3) The member has not violated the GMLWDB's bylaws that would bring cause to the termination of their appointment; and
- 4) The member's new start and end dates of service in compliance with the term limits of the GMLWDB bylaws.

All member renewals due to change in employment must include a new nomination form and conflict-of-interest form signed by the GMLWDB member (if expired or not on file at the time of renewal).

D. Prohibition

Staff to the GMLWDB, Fiscal Agent staff, Staff employed by One-stop operators, and contracted service providers shall be prohibited from serving on the GMLWDB to avoid conflicts of interest.

E. Appointment and Certification

GMLWDB member appointments must be signed by the appointing CLEO and submitted to the staff of the GMLWDB using the appropriate GMLWDB Nomination Form. Completed nomination forms and required documents must be submitted to the TDLWD at Workforce.Board@tn.gov for review. Once the form has been reviewed, the GMLWDB will receive a follow-up letter of certification or denial. The letter will also request additional information when submitted documentation is insufficient to decide. The member must not be seated on the GMLWDB until a certification letter from TDLWD has been received to affirm the nomination.

F. Change in Status:

A member who has a change of employment that results in a change of membership classification must resign or be removed by the CLEO immediately as a representative of that entity. The GMLWDB will maintain documentation of GMLWDB member violation(s) and subsequent removal in the form of attendance logs, conflict of interest forms, and other necessary documentation.

G. Mid-Term Appointment:

GMLWDB members replacing outgoing individuals at mid-term will serve the remainder of the outgoing member term.

H. Vacancies:

Any vacancy on the GMLWDB will be filled within one (1) full calendar quarter from expiration or the last official day that the member served on the GMLWDB, including all documentation submitted, approved, and confirmed. The CLEO in a LWDA is authorized to make all reappointments of members. Any action taken by the GMLWDB, with a vacancy or term expiration beyond the period described in the bylaws, must be approved through a waiver from the TDLWD before the GMLWDB meeting of such action. Waivers are to be requested in writing to the Assistant Commissioner of Workforce with an explanation of why a vacancy was not filled in the defined timeframe and a description of the process underway to fill the vacancy.

I. Removal:

Any member of the GMLWDB will be removed for cause by the CLEO if any of the following occurs:

- 1) Documented violation of conflict of interest;
- 2) Failure or refusal to work cooperatively with the GMLWDB and to abide by the Bylaws;
- 3) Documented proof of fraud and/or abuse;
- 4) Failure to meet LWDB member representation requirements as defined in WIOA; and
- 5) Other causes as determined by the Board.

Removal of a member shall also constitute removal as an officer of the GMLWDB and as a member of all committees of the GMLWDB. Intent to remove a member must be stated in the call of the GMLWDB meeting and provided to all voting members at least five (5) days before the meeting. Removal of a member requires a two-thirds (2/3) vote at the LWDB meeting, at which a quorum is present.

- 1) Any GMLWDB member missing three (3) consecutive meetings may be replaced at the sole discretion of the CLEO.
- 2) A member who has a change of employment that results in a change of membership classification must resign or be removed from the GMLWDB by the CLEO immediately as a representative of that entity.

The GMLWDB will maintain documentation of Board member violation(s) and subsequent removal in the form of attendance logs, conflict of interest forms, and other necessary documentation. A GMLWDB member subject to removal will be notified, in writing, within fifteen (15) days of the decision and will be provided with the reason for removal. A GMLWDB member subject to removal may appeal by submitting a letter in writing to the CLEO within 30 days of notice of removal stating reasons to remain an active member of the GMLWDB.

The appeal must be sent by certified mail (return receipt) to the CLEO, in the care of the Executive Director of the Fiscal Agent, at 100 Peabody PI #1000, Memphis, TN 38103. A committee of LEOs will review the appeal and make a decision prior to the GMLWDB's next scheduled date.

J. Executive Committee:

The GMLWDB Executive Committee membership and responsibilities shall be as set forth in the GMLWDB bylaws.

K. Standing Committees:

In accordance with WIOA Section 107(b)(4)(A), the GMLWDB may designate and direct the activities of standing committees to provide information and assist the GMLWDB in carrying out activities authorized in this section. The primary purpose of standing committees shall be to consider and recommend actions—and propose policies—in the functional areas under their jurisdiction, subject to final approval by the GMLWDB. Such standing committees shall have a Chair representing private business and a Vice-Chair who is a member of the GMLWDB representing private business, labor organization, apprenticeship program, or economic and community development entity; may include other members of the GMLWDB; and shall consist of different individuals appointed by the GMLWDB who are not members and who are determined to have appropriate experience and expertise. In accordance with the GMLWDB bylaws, at a minimum, the GMLWDB shall designate each of the following:

- 1) Youth Committee
- 2) Any additional standing committees deemed appropriate and decided by the Executive Committee
- 3) When deemed necessary or appropriate, the GMLWDB Chairperson shall have the authority to appoint temporary or ad hoc committees for special projects, including the Chair of said committee.

L. Board of Directors:

The Board of Directors includes the CLEO, Vice-CLEO, Board Chairperson, and those additional members as set forth in the GMLWDB bylaws. The board of directors will serve as the administrative authority in oversight of day-to-day operations in conducting the functions of the board and fiscal agent. The Board of Directors shall have the authority to supervise and manage the employees of the entity serving in the capacity of Staff to the Board and Fiscal Agent. The Board of Directors shall be subject to the order of the GMLWDB, and none of its acts shall conflict the bylaws or stated policies of the GMLWDB. The Board of Directors shall be responsible for ensuring board actions comply with all federal, state, and local laws, regulations and policies.

9. Dispute Resolution

In the event that an impasse should arise between the LEOs of the LEO Consortium regarding GMLWDB appointments, budget approval, the terms and conditions, the performance or administration of this Agreement, or the execution of other

responsibilities under WIOA, the Parties agree to attempt to resolve disputes by mutually satisfactory negotiations in lieu of litigation. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to all Parties. After discussing all disputed items, the LEO Consortium will vote with the majority ruling. If the impasse remains, the CLEO shall cast the tie-breaking vote.

10. Local Board Budget Approval

Annually, in accordance with WIOA Sec. 107(12)(A), the GMLWDB will develop the GMLWDA budget upon notification of allocations from the TDLWD with input from the LEOs through participation on the Executive Committee and as ex-officio members of the GMLWDB. The GMLWDB will approve the budget by a majority vote and present it to the CLEO for approval.

The Executive Director will advise the GMLWDB Chairperson and CLEO of additional funding opportunities and special projects between regular meetings and report opportunities and projects to the standing committees for presentation to the full GMLWDB, including LEOs, at regular meetings. Fiscal oversight and performance reviews of the local area and one-stop operator will occur quarterly at joint GMLWDB and CLEO meetings to ensure each county's workforce goals and needs are addressed according to the local plan.

11. Communication of LEOs

Whenever a party desires to give notice to the other, notice must be given in writing or electronically. Notices of quarterly meetings of the GMLWDB will be sent to all LEOs as an invitation to meet jointly with the GMLWDB in the capacity of ex-officio members. These notices will be sent electronically by the GMLWDB by a designated member of the GMLWDB staff. Special meetings will be held as deemed necessary and coordinated by the CLEO with assistance from Staff to the Board.

Decisions made by the CLEO as a member of the GMLWDB Executive Committee and LWDB will be included as updates at quarterly meetings of the GMLWDB. Meeting agendas are set in consultation with the GMLWDB Chairperson and CLEO. They will consist of Board Committee Reports and other agenda items to promote membership contribution regarding the shared vision, goals, and strategy. The LEOs serve as ex-officio members of the GMLWDB. They are encouraged to attend all meetings to communicate shared goals and ensure that the vision and needs of their communities are addressed. Detailed reports are provided by the staff of the GMLWDB to the one-stop center operator and standing committees to ensure resources are utilized for workforce development across the GMLWDA. The

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 _____

LEO'S AUTHORITY AND SIGNATURES

The undersigned officials are appropriately authorized to execute this Agreement on behalf of the Parties, and each party certifies to the others that any necessary resolutions extending such authority have been duly passed and are now in full force and effect. Executed by the individual Parties on the dates of their respective signatures. For counties: Shelby, Fayette, Lauderdale, and Tipton.

Local Elected Official Signature

Lee Harris, Shelby, County Mayor
160 N Main Street Floor 11th
Memphis, TN 38103

Date _____

Local Elected Official Signature

~~0@9 1/4 CAH/29Q0J~~, Fayette, County Mayor
PO Box 218
13095 N. Main Street
Somerville, TN 38068

Date _____

Local Elected Official Signature

Maurice Gaines Jr., Lauderdale, County Mayor
100 Court Square
Ripley, TN 38063

Date _____

Local Elected Official Signature

Jeff Huffman, County Executive, Tipton County Executive
PO Box 686
103 E Pleasant Ave
Covington, TN 38109

Date _____

****This Agreement is effective November 17, 2023, as signified by the signature of the Local Elected Officials.***

APPENDIX C

LOCAL WORKFORCE BOARD SIGNATURES

Following WIOA Sec. 107(d)(12)(B)(i)(II), the Parties to this Agreement have agreed the Greater Memphis Chamber shall serve as Fiscal Agent for the LWDA.

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

Chief Local Elected Official Name _____

Chief Local Elected Official Signature _____

Date _____

LWDB Chairperson Name _____

LWDB Chairperson Signature _____

Date _____

LWDB Executive Director Name _____

LWDB Executive Director Signature _____

Date _____

LWDB Fiscal Agent
Chief Financial Officer Name _____

LWDB Fiscal Agent
Chief Financial Officer Signature _____

–
Date _____

APPENDIX D

ADDENDUM SIGNATURES

New Local Elected Official ("LEO") or Chief Local Elected Official ("CLEO"):

The undersigned newly elected LEO or CLEO acknowledges and agrees that they have read, understand, and will comply with this Local Elected Officials Interlocal Agreement for Greater Memphis Local Workforce Development Area, including Shelby, Fayette, Lauderdale, and Tipton Counties. The undersigned newly elected CLEO or LEO reserves the option to request negotiations to amend the LEO Interlocal Agreement at any time during the official's tenure as an LEO.

The undersigned newly elected LEO or CLEO Using a Jiscal agent does not relieve the elected or cial of responsibility for the misuse of grant funds allocated to the local area under WCA sections 128 and 133.

CLEO or LEO Name

CLEO or LEO Official Signature

Name of Executive, County Name

Physical Work Location

Address: _____

Date _____

APPENDIX E

**Greater Memphis Local Workforce Development Area
State of Tennessee Annual Funding Allocation by County
Fiscal Year 2024**

Fiscal Year	LWDA	County	Youth Allocation	Adult Allocation	Dislocated Worker Allocation	Total
PY 2024	Greater Memphis	Fayette	0.56%	0.60%	0.60%	1.77%
PY 2024	Greater Memphis	Lauderdale	0.81%	1.01%	0.59%	2.41%
PY 2024	Greater Memphis	Shelby	34.76%	33.93%	24.42%	93.10%
PY 2024	Greater Memphis	Tipton	0.83%	0.91%	0.99%	2.72%
			36.95%	36.45%	26.60%	100.00%

**A RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS,
DEPARTMENTS, INSTITUTIONS, OFFICES AND AGENCIES OF
FAYETTE COUNTY, TENNESSEE, FOR THE
YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025**

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Fayette County, Tennessee, assembled in regular session on the 25th day of June, 2024, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various fund, departments, institutions, offices and agencies of Fayette County, Tennessee, for the capital outlay, and for meeting the payment of principal and interest on the County's debt maturing during the year beginning July 1, 2024 and ending June 30, 2025, according to the following schedule:

GENERAL FUND

51100	County Commission	\$	108,517
51220	Beer Board		1,069
51300	County Executive		270,305
51310	Personnel Office		116,276
51400	County Attorney		88,162
51500	Election Commission		457,216
51600	Register of Deeds		265,734
51710	Development		284,478
51730	Building		159,374
51800	County Buildings		377,851
51810	Other Facilities		6,800
51900	Other General Administration		79,072
51910	Preservation of Records		10,000
52100	Accounting and Budgeting		192,596
52300	Property Assessor's Office		413,706
52310	Reappraisal Program		51,000
52400	County Trustee's Office		316,650
52500	County Clerk's Office		457,584
53100	Circuit Court		240,289
53300	General Sessions Court		221,412
53310	General Sessions Judge		279,612
53320	General Sessions Court Clerk		130,411
53330	Drug Court		103,500
53400	Chancery Court		292,233
53500	Juvenile Court		66,429
54110	Sheriff's Department		5,765,681
54150	Drug Enforcement		961,113
54210	Jail		5,919,485
54310	Fire Prevention and Control		1,330,124
54410	Civil Defense		327,891
54420	Rescue Squad		10,000
54490	Other Emergency Management		10,000
54510	Inspection & Regulation		25,000
54610	County Coroner/Medical Examiner		63,800
54900	Other Public Safety		258,388
55110	Local Health Center		71,374
55120	Rabies and Animal Control		200,980
55130	Ambulance/Emergency Medical Services		4,102,719
55160	Dental Health Program		80,800
55170	Alcohol & Drug Programs		165,828
55180	Crippled Children Services		2,216
55390	Appropriation to State		24,971
55520	Aid to Dependent Children		2,750
55720	Sanitation Education/Information		157,726
56500	Libraries		314,715
57100	Agriculture Extension Service		152,996
57500	Soil Conservation		111,951

58120	Industrial Development		2,000
58220	Airport		898,422
58300	Veteran's Services		38,763
58400	Other Charges		667,691
58500	Contributions to Other Agencies		58,424
58600	Employee Benefits		2,218,516
58900	Miscellaneous		43,000
99100	Transfers Out		483,000
	Total General Fund	\$	<u>29,460,600</u>

SOLID WASTE/SANITATION FUND

55732	Convenience Centers	\$	520,000
55754	Landfill Operation and Maintenance		1,210,961
	Total Solid Waste/Sanitation Fund	\$	<u>1,730,961</u>

DRUG CONTROL FUND

54150	Drug Enforcement	\$	127,735
	Total Drug Control Fund	\$	<u>127,735</u>

ADEQUATE FACILITIES TAX FUND

58400	Other Charges	\$	20,000
99100	Transfers Out		950,000
	Total Adequate Facilities Tax Fund	\$	<u>970,000</u>

HIGHWAY/PUBLIC WORKS FUND

61000	Administration	\$	325,115
62000	Highway and Bridge Maintenance		2,698,900
63100	Operation and Maintenance of Equipment		785,000
65000	Other Charges		288,600
66000	Employee Benefits		890,500
68000	Capital Outlay		4,650,000
	Total Highway/Public Works Fund	\$	<u>9,638,115</u>

GENERAL PURPOSE SCHOOL FUND

71100	Regular instruction Program	\$	14,094,410
71200	Special Education Program		3,068,462
71300	Vocational Education Program		1,096,329
72110	Attendance		205,485
72120	Health Services		481,315
72130	Other Student Support		2,311,554
72210	Regular Instruction Program		1,596,098
72220	Special Education Program		409,634
72230	Vocational Education Program		286,891
72250	Education Technology		518,403
72310	Board of Education		645,108
72320	Director of Schools		386,011
72410	Office of the Principal		2,115,106
72510	Fiscal Services		394,866
72520	Human Resources		203,685
72610	Operation of Plant		2,568,728
72620	Maintenance of Plant		800,699
72710	Transportation		2,640,547
73300	Community Services		341,166
73400	Early Childhood Education		1,375,466
76100	Regular Capital Outlay		1,870,000
82130	Principal – Education		245,000
82230	Interest – Education		55,860
99100	Transfers Out		11,351
	Total General Purpose School Fund	\$	<u>37,722,174</u>

SCHOOL FEDERAL PROJECTS FUND

71100	Regular Instruction Program	\$	427,718
71200	Special Education Program		638,505
71300	Vocational Education		1,547,771
72120	Health Services		15,000
72130	Other Student Support		382,554
72210	Regular Instruction Program		917,449
72220	Special Education Program		223,996
72230	Vocational Support		80,170
72250	Education Technology		81,000
72710	Transportation		236,283
76100	Regular Capital Outlay		65,100
99100	Transfers Out		8,855
	Total School Federal Projects Fund	\$	<u>4,624,401</u>

CENTRAL CAFETERIA FUND

73100	Food Service	\$	3,170,509
99100	Transfers Out		165,500
	Total Central Cafeteria Fund	\$	<u>3,336,009</u>

GENERAL DEBT SERVICE FUND

82110	Principal – General Government	\$	950,000
82130	Principal – Education		1,255,000
82210	Interest – General Government		154,250
82230	Interest - Education		228,345
82310	Other Debt Service - General Government		36,000
82330	Other Debt Service - Education		3,000
	Total General Debt Service Fund	\$	<u>2,626,595</u>

GENERAL CAPITAL PROJECTS FUND

51730	Building	\$	40,000
51810	Other Facilities		810,000
54110	Sheriff's Department		621,808
54210	Jail		16,570
54310	Fire Department		375,000
54410	Civil Defense (EMA)		50,000
55110	Local Health Center		465,400
55130	Ambulance Department		360,000
58220	Airport		10,500
	Total General Capital Projects Fund	\$	<u>2,749,278</u>

SECTION 2. BE IT RESOLVED, that there are also hereby appropriated certain portions of the commissions and fees for collecting taxes and licenses and for administering other funds which the trustee, county clerk, circuit court clerk, clerk and master, register and the sheriff and their officially authorized deputies and assistants may be entitled to receive under State laws heretofore or hereafter enacted. Expenditures out of commissions, and/or fees collected by the trustee, county clerk, circuit court clerk, clerk and master, register and the sheriff may be made for such purposes and in such amounts as may be authorized by existing law or by valid order of any court having power to make such appropriations. Any excess commissions and/or fees collected over and above the expenditures duly and conclusively authorized shall be paid over to the trustee and converted into the General Fund as provided by the law.

BE IT FURTHER RESOLVED, that if any fee officials, as enumerated in Section 8-22-101, Tennessee Code Annotated, operate under provisions of Section 8-22-104, Tennessee Code Annotated, provisions of the preceding paragraph shall not apply to those particular officials.

SECTION 3. BE IT FURTHER RESOLVED, that any amendment to the budget shall be approved as provided in Section 5-9-407, Tennessee Code Annotated. The director of schools must receive approval of both the Board of Education and Board of County Commissioners for transfers within and between major categories as required by law, Section 49-2-301(b)(U)(ii).

One copy of each amendment shall be filed with the County Clerk, one copy with the chairman of the Budget Committee, and one copy with each divisional or departmental head concerned. The reason(s) for each transfer shall be clearly stated; however, this section shall in no case whatsoever be construed as authorizing transfer from one fund to another, but shall apply solely to transfers within a certain fund.

SECTION 4. BE IT FURTHER RESOLVED, that any appropriations made by this resolution, which cover the same purpose for which a specific appropriation is made by statute, is made in lieu of but not in addition to said statutory appropriation. The salary, wages, or remuneration of each officer, employee, or agent of the County shall not be in excess of the amounts authorized by existing law or as set forth in the estimate of expenditures which accompanies the resolution. Provided, however, that appropriations for such salaries, wages, or other remuneration hereby authorized shall in no case be construed as permitting expenditures for an office, agency, institution, division or department of the County in excess of the appropriation made herein for such office, agency, institution, division or department of the County. Such appropriation shall constitute the limit to the expenditures of any office, agency, institution, division or department for the year ending June 30, 2025. The aggregate expenditures for any item of appropriation shall in no instance be more than the amount herein appropriated for such item.

SECTION 5. BE IT FURTHER RESOLVED that any resolution, which may hereafter be presented to the Board of County Commissioners providing for appropriations in addition to those made by this Budget Appropriation Resolution, shall specifically provide sufficient revenue or other funds, actually to be provided during the year in which the expenditure is to be made, to meet such additional appropriation. Said appropriating resolution shall be submitted to and approved by the State Director of Local Finance after its adoption as provided by Section 9-21-403, TCA.

SECTION 6. BE IT FURTHER RESOLVED, that the county mayor and county clerk are hereby authorized to borrow money on revenue anticipation notes, provides such notes are first approved by the state director of Local Finance, to pay for the expenses herein authorized until the taxes and other revenue for the year 2024-2025 have been collected. The proceeds of loans for each individual fund shall not exceed 60% of the appropriations of each fund and shall be used only to pay the expenses and other requirements of the fund for which the loan is made. The loan shall be paid out of revenue from the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the applicable sections of Title 9, Chapter 21, Tennessee Code Annotated. Said notes shall be signed by the county mayor and countersigned by the county clerk and shall mature and be paid in full without renewal no later than June 30, 2025.

Section 7. BE IT FURTHER RESOLVED, The county fire department shall be funded exclusively from revenues generated by situs-based taxes collected in unincorporated areas of the county, revenues from other sources which have already been shared with municipalities or from donations or charitable contributions, and any other method allowed by law.

SECTION 8. BE IT FURTHER RESOLVED, that the delinquent county property taxes for the year ending 2023 and prior years and the interest and penalty thereon collected during the year ending June 30, 2025, shall be apportioned to the various county funds according to the subdivision of the tax levy for the year 2024. The clerk and master and the trustee are hereby authorized and directed to make such apportionment accordingly.

SECTION 9. BE IT FURTHER RESOLVED, that any additional sales tax and/or additional interest earned collected over the amount budgeted shall revert to Fund 101 as allowed by law.

SECTION 10. BE IT FURTHER RESOLVED, that all unencumbered balances of appropriations remaining at the end of the year shall lapse and be of no further effect at the end of the year at June 30, 2025.

SECTION 11. BE IT FURTHER RESOLVED that any resolution or part of a resolution which has heretofore been passed by the Board of County Commissioners which is in conflict with any provision in this resolution be and the same is hereby repealed.

SECTION 12. BE IT FURTHER RESOLVED, that any appropriations made by this resolution will first come from applicable sources of grant funds, then Restricted Fund Balance, then Committed Fund Balance, then Assigned Fund Balance, then Unassigned Fund Balance and reduce these fund balance allocations in the order listed in this section for expenditures incurred for purposes for which multiple fund balance allocations can be used.

SECTION 13. BE IT FURTHER RESOLVED, that this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2024. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed this 25th day of June, 2024.

ATTESTED:
(SEAL)

COUNTY CLERK

COUNTY MAYOR

County Commissioner Jim Norton (District 3)

July 31, 2004

Mayor Rhea Taylor
13095 N. Main Street
Somerville, TN 38068

RE: Resignation

As of this date my permanent residence at 3235 Harrell Dr has been sold and I will no longer reside in District 3.

I have been honored to represent the citizens of Fayette County's District 3. Moving out of the district was not a decision I took lightly. Sometimes life takes us in a different direction than what we had planned.

Please accept my official resignation as of August 1, 2024.

Respectfully,



Jim Norton
County Commissioner District 3



STATE OF TENNESSEE
DEPARTMENT OF REVENUE

County Local Option

August 16, 2024

Letter ID: L1797601088
Collection Month: 31-Jul-2024

Dear Fayette County Trustee:

The Department of Revenue has collected and allocated the amounts below during July, 2024 from Local Option Sales Tax as follows:

County/City Name	Total Collections	Less Admin. Costs	Net Collections
Fayette County	-\$229,548.27	\$2,582.42	-\$226,965.85
Somerville	-\$149,956.73	\$1,687.01	-\$148,269.72
La Grange	-\$2,780.60	\$31.28	-\$2,749.32
Moscow	-\$20,947.82	\$235.66	-\$20,712.16
Oakland	-\$444,931.94	\$5,005.48	-\$439,926.46
Rossville	-\$34,960.80	\$393.31	-\$34,567.49
Galloway	-\$69,798.93	\$785.24	-\$69,013.69
Braden	-\$4,022.52	\$45.25	-\$3,977.27
Williston	-\$8,401.29	\$94.51	-\$8,306.78
Piperton	-\$265,232.94	\$2,983.87	-\$262,249.07
Grand Junction - Fayette County	-\$1,353.14	\$15.22	-\$1,337.92
	-\$1,231,934.98	\$13,859.25	-\$1,218,075.73

(Collections are shown as negative amounts)

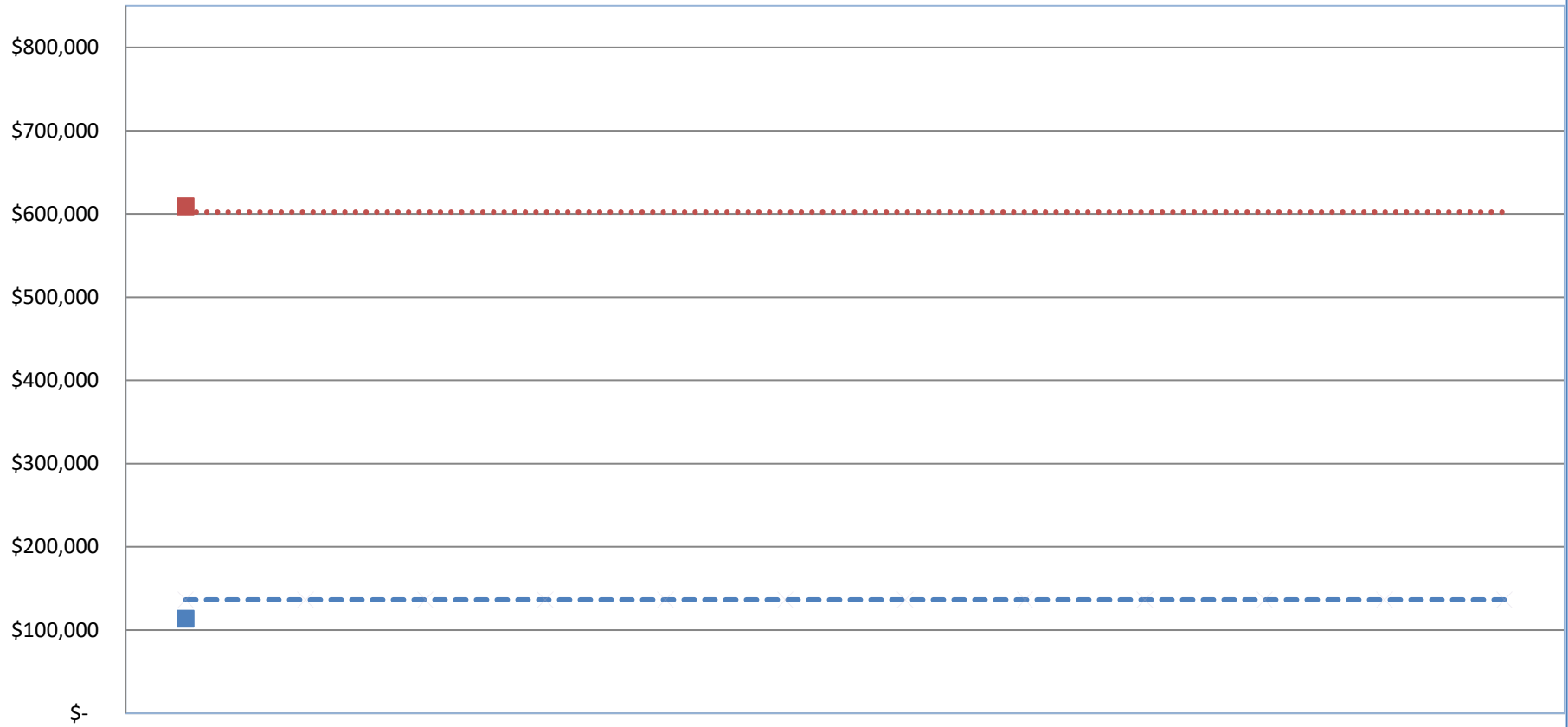
Note that we have deducted 1.125% state cost of administration leaving the net collections. The Department of Finance and Administration has been notified to issue a payment to the Trustee of your county in the amount of the net collections.

Please be aware that normal Local Option Sales Tax collections may fluctuate. This could be due to additional collections on assessments or reductions as a result of taxpayer refunds or returned checks. Should your collection amount increase significantly, it might be the result of an audit assessment.

For additional information regarding the allocation you may call the Division of Financial Control at

615-532-8944 between 7:30 a.m. and 4:00 p.m. central time, Monday through Friday, holidays excepted.

Sales Tax



—■ School's Collection Total Monthly

..... Average to meet Schools Sales Tax Target FY 2024-25

—■ Fayette County Net

- - - Average to meet Gen. Fund Sales Tax Target 2024-25

BUILDING PERMIT REPORT							
Data For: July 2024		Permits Issued: 37			Fees Collected: \$794,597		
TOTAL BY CIVIL DISTRICT AND PURPOSE							
CD #	HOUSES	MOBILE	BUSINESS	INDUSTRY	ADDITIONS	OTHER	CD# TOTAL
#01							0
#02						1	1
#03							0
#04			1				1
#05						2	2
#06						1	1
#07		1			2	6	9
#08		2				1	3
#09	2					4	6
#10	1						1
#11						3	3
#12	1				1	1	3
#13	1				1	1	3
#14	1					3	4
#15							0
TOTAL	6	3	1	0	4	23	37
MONTHLY REVENUE REPORT				PREVIOUS FISCAL YEAR			
BUILDING PERMITS			\$793,597	BUILDING PERMITS			\$12,114
ROAD CONS. REVIEW FEES			\$0	ROAD CONS. REVIEW FEES			\$0
BEER PERMITS			\$0	BEER PERMITS			\$0
APPEALS BOARD FEES			\$300	APPEALS BOARD FEES			\$300
REZONING FEES			\$0	REZONING FEES			\$1,640
SUBDIVISION REVIEW FEES			\$100	SUBDIVISION FEES			\$65
REINSPECTION FEES			\$600	REINSPECTION FEES			\$800
ORDINANCE COPY FEES			\$0	ORDINANCE COPY FEES			\$0
GIS MAP & DATA FEES			\$0	GIS MAP & DATA FEES			\$0
MONTHLY TOTAL			\$794,597	MONTHLY TOTAL			\$14,919
BEGINNING BALANCE			\$0	BEGINNING BALANCE			\$0
MONTHLY TOTAL			\$794,597	MONTHLY TOTAL			\$14,919
YEAR TO DATE			\$794,597	YEAR TO DATE			\$14,919

ADEQUATE FACILITIES TAX BY FISCAL YEAR

DATE	BRADEN	FAYETTE	GALLAWAY	GRAND JUN	LAGRANGE	MOSCOW	OAKLAND	PIPERTON	ROSSVILLE	SOMERVILLE	WILLISTON	TOTAL
Jul-23	\$0	\$28,490	\$0	\$0	\$0	\$0	\$21,420	\$15,507	\$3,582	\$0	\$0	\$68,999
Aug-23	\$0	\$18,079	\$0	\$0	\$0	\$0	\$25,976	\$65,270	\$0	\$4,327	\$0	\$113,652
Sep-23	\$0	\$31,776	\$0	\$0	\$0	\$0	\$25,875	\$4,794	\$21,437	\$6,105	\$0	\$89,987
Oct-23	\$0	\$24,837	\$0	\$0	\$0	\$0	\$27,248	\$12,282	\$2,903	\$6,717	\$0	\$73,987
Nov-23	\$0	\$20,328	\$0	\$0	\$0	\$0	\$9,620	\$11,009	\$4,801	\$0	\$0	\$45,758
Dec-23	\$0	\$14,299	\$0	\$0	\$0	\$0	\$15,995	\$7,429	\$2,903	\$16,193	\$833	\$57,652
Jan-24	\$0	\$35,326	\$0	\$0	\$0	\$0	\$17,056	\$8,767	\$8,120	\$7,349	\$0	\$76,618
Feb-24	\$0	\$21,406	\$0	\$0	\$0	\$0	\$41,954	\$6,215	\$0	\$12,669	\$1,331	\$83,575
Mar-24	\$0	\$34,831	\$0	\$0	\$0	\$0	\$16,543	\$15,113	\$10,967	\$3,814	\$0	\$81,268
Apr-24	\$0	\$28,584	\$0	\$0	\$0	\$0	\$37,900	\$14,824	\$0	\$5,647	\$0	\$86,955
May-24	\$0	\$12,906	\$0	\$0	\$0	\$0	\$52,902	\$13,827	\$4,962	\$12,089	\$0	\$96,686
Jun-24	\$0	\$27,296	\$132	\$0	\$0	\$0	\$63,159	\$12,969	\$4,897	\$8,230	\$0	\$116,683
	\$0	\$298,158	\$132	\$0	\$0	\$0	\$355,648	\$188,006	\$64,572	\$83,140	\$2,164	\$991,820

DATE	BRADEN	FAYETTE	GALLAWAY	GRAND JUN	LAGRANGE	MOSCOW	OAKLAND	PIPERTON	ROSSVILLE	SOMERVILLE	WILLISTON	TOTAL
Jul-24	\$0	\$17,933	\$2,438	\$0	\$0	\$0	\$23,108	\$6,693	\$8,339	\$7,203	\$0	\$65,714
Aug-24												\$0
Sep-24												\$0
Oct-24												\$0
Nov-24												\$0
Dec-24												\$0
Jan-25												\$0
Feb-25												\$0
Mar-25												\$0
Apr-25												\$0
May-25												\$0
Jun-25												\$0
	\$0	\$17,933	\$2,438	\$0	\$0	\$0	\$23,108	\$6,693	\$8,339	\$7,203	\$0	\$65,714