

**FAYETTE COUNTY
BOARD OF COUNTY COMMISSIONERS
Tuesday, February 28, 2017 – 7:00 p.m.**

**AGENDA
Order of Business**

1. **CALL TO ORDER** Chairman
2. **ROLL CALL** Clerk
3. **INVOCATION** Comm. Tim Goodroe
4. **PLEDGE OF ALLEGIANCE**
5. **COMMENTS ON NON - AGENDA ITEMS (10 MINUTE MAXIMUM)**
6. **APPROVAL OF MINUTES**
 - 6.1 January 24, 2017
7. **RESOLUTIONS OF MEMORIALS, SYMPATHY AND COMMENDATIONS**
8. **PUBLIC HEARINGS**
 - 8.1 Houston Rezoning IL to R1
 - 8.2 Zoning Regulations Amendment – Solar Farms
 - 8.3 Zoning Regulations Amendment – Rural Preservation Planning District (RPED)
9. **ELECTIONS, APPOINTMENTS AND CONFIRMATIONS**
 - 9.1 Election of Notaries Public
 - 9.2 Medical Examiner – Dr. William Burch
 - 9.3 Delinquent Tax Attorney – Matthews, Rhea, Haas & Neill Law Firm
 - 9.4 Sheriff’s Disciplinary Review Board
 - Michael Presson
 - Ken Hunt
 - Ross Wharton
 - Daniel Brown
 - Lynn Sparks
 - James Bailey
 - Carol Ann Mason
10. **UNFINISHED BUSINESS**
 - 10.1 **Financial Reports**
 - 10.1.1 Summary Financial Statements - January
 - 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. Marlon King
 - 10.2.4 Juvenile Court Dana Howcroft
 - 10.2.5 Board of Public Works Jim Smith
 - 10.2.6 Trustee Barbra Parker
 - 10.2.7 Planning & Development John Pitner

10.3 **Reports of Standing Committees**

10.3.1 Development Committee

10.3.1.1 Minutes – February 13, 2017

10.3.1.2 Governor’s Broadband Initiative – Resolution of Support

10.3.1.3 Road List

10.3.2 Health and Welfare Committee

10.3.2.1 Minutes – February 13, 2017

10.3.3 Personnel Committee

(Did Not Meet)

10.3.4 Education Committee

10.3.4.1 Minutes – February 14, 2017

10.3.5 Criminal Justice and Public Safety Committee

10.3.5.1 Minutes – February 14, 2017

10.3.6 Budget Committee

10.3.6.1 Minutes – February 14, 2017

10.3.6.2 Solar Panel Contract

10.3.6.3 Budget Amendment – 101 – Misc. No Fund Balance Change

10.3.6.4 Budget Amendment – 101 – Tourism Grants

10.3.6.5 Budget Amendment – 101 – Archives Reimbursable Grant

10.3.6.6 Budget Amendment – 101 – Register of Deeds Request

10.3.6.7 Budget Amendment – 101 – PPI Holdback Request

10.3.6.8 Budget Amendment – 101 – Ambulance Equipment Grant

10.3.6.9 Budget Amendment – 101 – Drug Court Adjustment

10.3.6.10 Budget Amendment – 101 – Legal Services Fee

10.3.6.11 Accept Sandstorm’s Proposal

10.3.6.11.1 Budget Amendment – 101 – Tech Upgrade From RFP

10.3.6.12 Budget Amendment – 122 – Revenue from Confiscated Property

10.3.6.13 Budget Amendment – 142 – School Federal Projects Fund

10.3.6.14 Landfill- Contracts in Lieu of Performance Bonds

10.3.6.15 Assessor of Property Request

10.3.6.15.1 Memorandum of Understanding

10.3.6.15.2 4yr Reappraisal Plan

10.3.6.15.3 Resolution Adopting 4yr Reappraisal Cycle

10.3.6.16 Governor’s Fuel Tax Proposal / Resolution of Support

10.4 **Reports of Special Committees**

11. **NEW BUSINESS**

11.1 Budget Amendment – 101 – Juvenile Court

12. **ANNOUNCEMENTS**

13. **ADJOURNMENT**

14. INFORMATION ONLY

- 14.1 Sales Tax Distribution – January 2017
- 14.2 Sales Tax Revenue by Month – January 2017
- 14.3 Department of Revenue – January 2017
- 14.4 Building Permit Report – January 2017
- 14.5 Adequate Facilities Tax – January 2017
- 14.6 State Holidays
- 14.7 TDOT Project Needs Letter / Project List
- 14.8 Non-Profit Request Letter

FAYETTE COUNTY LEGISLATIVE BODY

JANUARY 24, 2017

BE IT REMEMBERED that the Fayette County Legislative Body met in regular session on the 24th of January, 2017, at the Bill G. Kelley Criminal Justice Complex in Somerville, Tennessee. Present and presiding was Mayor Rhea Taylor. Also present were Sue W. Culver, County Clerk, James R. "Bobby" Riles, Sheriff, and the following County Commissioners: Ed Allen, Homer S. Bunker, Charles E. Dacus, Jr., Gregory Duncan, Ben Farley, Willie German Jr., Tim Goodroe, Bill Kelley, Terry Leggett, David Lillard, Sr., Steve Reeves, Elizabeth Rice, Ray Seals, Bill Walker, Larry Watkins, and Myles Wilson.

A quorum was declared with sixteen(16) Commissioners present. Commissioners Odis Cox, Sylvester Logan, and Claude Oglesby were absent.

The floor was opened to the public for comments on non-agenda items. With no one coming forth, the floor was closed.

Commissioner Wilson moved to approve the minutes from November 22, 2016. The motion was seconded by Commissioner Dacus and passed unanimously.

Commissioner Seals moved to approve the following as notaries public: Pam Hart Burch, Persuala Cheairs, Kathryn E. Clark, Robert L. Collie, Jr., Jerline Davis, Martha J. Dickerson, Nicole Doyle, Loretta L. Martin, Frances C.A. Morrow, Derba Franklin Smith, Melissa Watkins, and Kelley Whittington. The motion was seconded by Commissioner Farley and passed unanimously.

Commissioner Allen moved to appoint Commissioner Duncan to the Development and Education Committees to replace vacancies left when Commissioner Reggie Howard moved out of state. The motion was seconded by Commissioner Bunker and passed unanimously.

Chairman Taylor stated that the County Attorney must be appointed every year in January and opened the floor for nominations. Commissioner Rice moved to re-appoint Richard Rosser as the County Attorney. The motion was seconded by Commissioner Farley and passed unanimously.

Chairman Taylor stated that financial reports were sent in Commissioners' packets, and if there were any questions Commissioners should contact the appropriate Official.

Chairman Taylor then reported for the Mayor's Office, stating that Hunter Winfrey has been appointed EMA director when the post was vacated by Glenn Miller,

who was appointed Ambulance Service Director. Ronnie Markle is the Assistant Director of the EMA.

The County has received some grants recently one of which is the grant for the County Archives, and we have also received a couple of tourism grants. One is for the video of different points of interest in the County, and the second to help with marketing the County for businesses.

The Election office has asked that Commissioners be reminded to turn in their financial reports by January 31, 2017.

Chairman Taylor stated that he had received and sent an e-mail to Commissioners regarding Governor Haslam's road plan. There is nothing to be voted on tonight but a resolution on the matter will be forthcoming.

There were no reports from the Sheriff's Department, Juvenile Court, Board of Public Works, Trustee's Office, or Planning and Development.

Commissioner Wilson reported for the Development Committee which met on January 9, 2017. The Committee discussed a rezoning request by Veronica Houston, but decided more information was needed and returned the request to Planning and Development. The Committee also discussed an offer from TDOT to purchase 33.8 acres of land near the Justice Complex for the Somerville by-pass. TDOT made an offer of \$515,175 for the land and improvements, which the Committee approved and forwarded to Budget with recommendation for approval. Also discussed was the request by St Jude to lower the Adequate Facilities Tax on the St. Jude "Dream Home" that is being built in Rossville this year and will be raffled off in June with the proceeds to go to St. Jude. The County asked that the adequate facilities tax be lowered for non-profits. The Committee forwarded the matter to Budget with recommendation for approval.

Commissioner Reeves reported for the Health & Welfare Committee which met on January 9, 2017. The Committee reviewed the ambulance runs with director Glenn Miller. The ambulance service had been on probation due to a lack of documentation on the last inspection but that has now been cleared. Also discussed was the Enhanced Medicare Reimbursement Resolution which was approved and sent to Budget with recommendation for approval. The resolution to approve increased fees for animal registration was approved and forwarded to Budget.

Commissioner Reeves moved to approve the "Spring Into Clean" resolution. The motion was seconded by Commissioner Leggett and passed unanimously as follows:

RESOLUTION PROCLAIMING "SPRING INTO CLEAN DAY"

WHEREAS, the Fayette County Commission (the "Commission") wishes to promote a clean countywide community; and

WHEREAS, Fayette County hosts programs that promote a cleaner and safer environment; and

WHEREAS, as a result of citizen outcry regarding litter along the roadways, the Commission established an Adopt-A-Road Program, in 2015, to encourage citizens to help create and maintain clean county roads; and

WHEREAS, litter tends to accumulate along our county roads during the winter months; and

WHEREAS, the Commission desires to establish a countywide promotion to encourage citizens and groups of citizens to support a cleaner Fayette County.

NOW, THEREFORE, BE IT RESOLVED THAT, Saturday, March 25, 2017 is proclaimed "Spring into Clean Day" for Fayette County for the year 2017; and

FURTHER RESOLVED, that a "Spring into Clean Day" will be proclaimed for each year hereafter by or before the February regular meeting of the Fayette County Board of Commissioners; and

FURTHER RESOLVED, that within the weeks leading up to "Spring into Clean Day" from the time of proclamation, Fayette County will aggressively promote the Adopt-A-Road program through various media outlets, by contacting local organizations, and through cooperation with the State of Tennessee and local municipalities in Fayette County; and

FURTHER RESOLVED, that the citizens of Fayette County will be encouraged to participate in picking up the litter along our roadways on "Spring into Clean Day"; and

FURTHER RESOLVED, that by "Spring into Clean Day", Fayette County will begin promoting other clean-up programs such as a hazardous household materials drop off and a tire amnesty day;

Adopted this 24th day of January, 2017

APPROVED: ATTEST:

Rhea "Skip" Taylor, County Mayor

Sue W. Culver, County Clerk

The Personnel Committee did not meet.

Commissioner Lillard reported for the Education Committee which met on January 10, 2017. The Committee discussed a budget amendment to the school cafeteria fund which was forwarded to Budget with recommendation for approval. Also discussed

was the school calendar and the Library Archives grant for \$7000 which has been received, and Commissioner Rice has asked permission to apply for another grant to buy a micro-film reader, with a match of \$4090. The Committee requested more information, but reported the request to the Budget Committee.

Commissioner Kelley reported for the Criminal Justice and Public Safety Committee which met on January 10, 2017.

Commissioner Kelley moved to approve the following resolution naming a new TBI facility in the Jackson area after Officer "Dee" Frazier who was killed in the line of duty there. The motion was seconded by Commissioner Leggett and passed unanimously.

RESOLUTION REQUESTING THAT THE TENNESSEE GENERAL ASSEMBLY
NAME THE PLANNED TENNESSEE BUREAU OF INVESTIGATION FACILITY IN
MADISON COUNTY AFTER THE LATE TBI AGENT DE'GREAUN "DEE" FRAZIER
IN COMMEMORATION OF HIS DEATH IN THE LINE OF SERVICE

WHEREAS, Dee Frazier is the first and only Tennessee Bureau of Investigation (TBI) agent ever killed in the line of duty; and

WHEREAS, Dee Frazier was serving honorably when killed during an undercover sting operation on August 9th, 2016; and

WHEREAS, Dee Frazier's death occurred in Madison Count where a new TBI facility is planned; and

WHEREAS, the new TBI facility is intended to service the West Tennessee area where Dee Frazier was a longtime resident, and where he served as a law enforcement officer in various capacities including as a University of Memphis Police Officer, a Millington Police Officer, a Shelby County Sheriff's reserve officer, and a TBI agent; and

WHEREAS, TBI Director, Mark Gwyn, described Dee Frazier as "...exactly what we look for in a TBI agent: hardworking, enthusiastic and dedicated to making Tennessee a better place to live"; and

WHEREAS, Dee Frazier's sacrifice is significant in that he was only 35 years of age at the time of his death and leaves behind a wife and two young children; and

WHEREAS, the \$25,000,000, 40,000-square-foot TBI facility is already planned and the commemorative naming of the facility for Dee Frazier would add no additional costs,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Fayette County, Tennessee, meeting in regular session on this 24th day of January, 2017, that:

The Board of County Commissioners of Fayette County, Tennessee does hereby request that the Tennessee General Assembly name the new West Tennessee TBI facility be named after the late TBI Agent De'Greaun Frazier.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY, TENNESSEE ON THIS 24TH DAY OF JANUARY, 2017.

APPROVED:

ATTESTED:

Rhea Taylor, County Mayor

Sue Culver, County Clerk

Commissioner Kelley also stated that the Committee had discussed the Sheriff's I T update and that the County would have to solicit bids. The Sheriff's monthly activity report was reviewed and discussed. Also the Justice Complex sewer update which will cost in the \$300,000 range and is already allocated in the budget was discussed and forwarded to budget with a recommendation for approval.

Commissioner German reported for the Budget Committee which met on January 10, 2017. Commissioner German moved to approve the following budget amendment to the general fund for repairs to the Planning and Development Building during cold weather. The motion was seconded by Commissioner Wilson and passed unanimously.

10.3.6.2

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 24th day of January, 2017, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

**COUNTY GENERAL FUND
BUDGET AMENDMENT
F/Y 16/17
January, 2017**

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<u>51800</u> County Buildings		
335 Repairs & Maintenance - Buildings		<u>\$ 25,000.00</u>
Subtotal-51800		\$ 25,000.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$25,000.00
Prior Estimated Expenditures		\$ 16,901,506.29
Total Estimated Expenditures this Amendment		\$ 16,926,506.29
Projected Fund Balance before Amendment		\$ 4,227,437.35
Change in Fund Balance this Amendment		(\$ 25,000.00)
Estimated Ending Fund Balance as of June 30, 2017		\$ 4,202,437.35

Commissioner German moved to approve the following amendment to the General Fund moving money from a reserve account for the County Clerk's Office into a revenue account for paper and toner for motor vehicle use. The motion was seconded by Commissioner Lillard and passed unanimously as follows.

10.3.6.3

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 24th day of January, 2017, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

**COUNTY GENERAL FUND
BUDGET AMENDMENT
F/Y 16/17
January, 2017**

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
34515 Restricted for Finance	\$ 1,549.00	
Subtotal-34515	\$ 1,549.00	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	\$ 1,549.00	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
52500 County Clerk		<u>\$ 1,549.00</u>
435 Office Supplies		<u>\$ 1,549.00</u>
Subtotal-52500		\$ 1,549.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 1,549.00
Prior Estimated Expenditures		\$ 16,901,506.29
Total Estimated Expenditures this Amendment		\$ 16,903,055.29
Projected Fund Balance before Amendment		\$ 4,227,437.35
Change in Fund Balance this Amendment		\$ 0.00
Estimated Ending Fund Balance as of June 30, 2017		\$ 4,227,437.35

Commissioner German moved to approve the following budget amendment for miscellaneous offices at no change to the fund balance. The motion was seconded by Commissioner Bunker and passed unanimously.

10.3.6.4

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 24th day of January, 2017, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

**COUNTY GENERAL FUND
BUDGET AMENDMENT
F/Y 16/17
January, 2017**

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<u>51500 Election Commission</u>		
193 Election Workers	\$ 2,500.00	
332 Legal Notices		\$ 2,500.00
Subtotal-51500	\$ 2,500.00	\$ 2,500.00
<u>52100 Accounting & Budgeting</u>		
719 Office Equipment		\$ 2,070.69
Subtotal-52100		\$ 2,070.69
<u>52300 Property Assessor's Office</u>		
349 Printing, Stationary, & Forms		\$ 100.00
355 Travel	\$ 500.00	
435 Office Supplies		400.00
Subtotal-52300	\$ 500.00	\$ 500.00
<u>53310 General Sessions Judge</u>		
435 Office Supplies	\$ 16.19	
499 Other Supplies & Materials		\$ 16.19
Subtotal-53310	\$ 16.19	\$ 16.19
<u>53330 Drug Court</u>		
205 Employee Insurance		\$ 837.00
435 Office Supplies	\$ 837.00	
Subtotal-53330	\$ 837.00	\$ 837.00

<u>55110</u>	<u>Local Health Center</u>		
599	Other Charges	<u>\$ 2,070.69</u>	
	Subtotal-55110	\$ 2,070.69	
<u>55130</u>	<u>Ambulance Service</u>		
338	Repairs & Maintenance – Vehicles		<u>\$ 11,000.00</u>
412	Diesel Fuel	<u>\$ 11,000.00</u>	
	Subtotal-55130	\$ 11,000.00	\$ 11,000.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 16,923.88	\$16,923.88
Prior Estimated Expenditures			\$ 16,901,506.29
Total Estimated Expenditures this Amendment			\$ 16,901,506.29
Projected Fund Balance before Amendment			\$ 4,227,437.35
Change in Fund Balance this Amendment			\$ 0.00
Estimated Ending Fund Balance as of June 30, 2017			\$ 4,227,437.35

Commissioner German moved to approve a budget amendment moving funds from a reserve account to a revenue account to finalize an e-rate phone bill for the Library. The motion was seconded by Commissioner Rice and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 24th day of January, 2017, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 16/17 January, 2017

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
34635 Committed for Social, Cultural, & Rec.	\$ 4,357.41	
Subtotal-34635	\$ 4,357.41	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	\$ 4,357.41	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
51800 County Buildings		
307 Communications		\$ 4,357.41
Subtotal-51800		\$ 4,357.41
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 4,357.41
Prior Estimated Expenditures		\$ 16,901,506.29
Total Estimated Expenditures this Amendment		\$ 16,905,863.70
Projected Fund Balance before Amendment		\$ 4,227,437.35
Change in Fund Balance this Amendment		\$ 0.00
Estimated Ending Fund Balance as of June 30, 2017		\$ 4,227,437.35

Commissioner German moved to approve a budget amendment to move funds from the Schools fund balance to purchase cafeteria equipment. The motion was seconded by Commissioner Wilson and passed unanimously as follows:

Fayette County Board of Education
 143 Food Service Amendments
 November 2016

ACCOUNT	ACCOUNT DESCRIPTION	INCREASE	DECREASE	BALANCE AFTER AMENDMENT
73100- 499	Other Supplies & Materials	\$ 1,623.00		\$ 83,623.00
73100- 710	Food Service Equipment	202,039.86		262,039.86
143-34570	Restricted For Operation		\$ 203,662.86	
GRAND TOTAL		\$ 203,662.86	\$ 203,662.86	

TOTAL INCREASE REVENUE:

EXPLANATION: Make amendment to budget to cover Excess Balance Plan.

2015 2016 Annual Financial Report

TOTAL BEGINNING FUND BALANCE: \$ 640,256.31

REQUESTOR: Kaye Robichaux, Food Service Bookkeeper

PREPARATION DATE: 11/07/2016

TOTAL ENDING FUND BALANCE: \$ 769,410.12

APPROVAL: _____

DATE: _____

Commissioner German moved to approve the following offer from TDOT, which wants to purchase land in the Justice Complex area to build the Somerville by-pass at an offer of \$515,175. The motion was seconded by Commissioner Kelley and passed unanimously.

State of Tennessee Department of Transportation
Offer to Acquire Real Property

RDW90961679
Revised 11-08-07

STATE PROJ. #24092-2203-14
FED PROJ. #: NRE-460(2)
PIN #: 101607.00
OWNER: Fayette County

COUNTY: Fayette
TRACT #: 13
NEGOTIATOR: Timothy A. McRae
DATE PRINTED: NOVEMBER 22, 2016

The following offer is not less than the approved appraisal of the fair market value of the property including, where applicable, damages to the remainder.
This offer does does not include payment for the purchase of one or more uneconomic remainders.

	A IMPROVEMENTS ACQUIRED	B IMPROVEMENTS RETAINED
LAND (FEE SIMPLE)	\$320,625.00	SAME AS A
PDE	\$5,025.00	SAME AS A
AIR RIGHTS	\$0.00	SAME AS A
AVIGATION EASEMENT	\$0.00	SAME AS A
ACCESS CONTROL	\$0.00	SAME AS A
IMPROVEMENTS	\$122,500.00	\$0.00
DAMAGES	\$01,615.00	SAME AS A
SPECIAL BENEFITS	\$0.00	\$0.00
SLOPE EASEMENT	\$0.00	SAME AS A
TCE	\$5,110.00	SAME AS A
APPROVED COMPENSATION	\$515,175.00	\$0.00
UTILITY ADJUSTMENT	\$0.00	SAME AS A
OTHER	\$0.00	SAME AS A
GRAND TOTAL	\$515,175.00	\$0.00

RESIDENTIAL RELOCATION (See RA Form 109)
BUSINESS RELOCATION (See RA Form 116)

This offer includes payment for the following improvements:

Improvement No	Improvement Name
1	Paving
2	Fencing & gates

This offer does not include payment for the following improvements as they are owned by others:
N/A

The original of this form was delivered to Rita Taylor/Imps on Nov. 29 2016
who had or were furnished a copy of the Acquisition Brochure.

Date 11-21-16 Negotiator Signature Timothy A. McRae

**State of Tennessee Department of Transportation
Approved Offer Compensation**

Form 2
Rev. 11-06-2014

STATE PROJ. #: 24002-2203-14
FED PROJ. #: NHE-460(2)
PIN #: 101607.00
TAX MAP/PARCEL NO. 0711.00
OWNERS: Fayette County

COUNTY/S Fayette
FIELD OFFICE: Region 4
FORM 2 DATE: 11/03/2016
TRACT #: 13

SUMMARY OF REPORTS						
PERSONNEL	APPRAISER'S NAME	APPRAISAL AMOUNT	EFFECTIVE VALUATION	TYPE REPORT		
Jimmy Rueb	Robb Kitchen	\$683,380.00	04/30/2014	FPA		

APPROVED ACQUISITION AREAS COMPENSATION						
APPROVED ACQUISITION AREAS	ORIGINAL ACQUISITION AREA	REVIEWED ACQUISITION AREA	REVIEWED ACQUISITION AREA	REVIEWED ACQUISITION AREA	ALTERNATE ACQUISITION AREAS	ALTERNATE ACQUISITION AREAS
LAND (PER SURVEY)	35.988 Ac.	\$342,000.00	33.779 Ac.	\$320,826.00		
DEED	0.629 Ac.	\$5,026.00	0.629 Ac.	\$5,026.00		
RIGHT-OF-WAY				\$0.00		
DEED	2.119 Ac.	\$6,050.00	1.793 Ac.	\$5,110.00		
LAND (PER SURVEY)				\$0.00		
ACCESS EASEMENTS				\$0.00		
AVIATION				\$0.00		
OTHER				\$0.00		
CALCULATED ACQUISITION AREA		\$270,950.00		\$122,600.00		
PAID TO CLASSIC LANDFILL		\$69,626.00		\$81,815.00		
ADJUSTED OFFER AMOUNT		\$683,626.00		\$516,176.00		
UTILITY ADJUSTMENT				\$0.00		
FORMER TOTAL				\$0.00		
FORMER TOTAL				\$0.00		
FORM 2 GRAND TOTAL		\$683,626.00		\$516,176.00		

ORIGINAL AREA SUMMARY			ALTERNATE AREA SUMMARY		
APPROVED ACQUISITION AREA	ORIGINAL ACQUISITION AREA	ALTERNATE ACQUISITION AREA	APPROVED ACQUISITION AREA	ORIGINAL ACQUISITION AREA	ALTERNATE ACQUISITION AREA
302.950 Ac.	33.779 Ac.	269.171 Ac.			

COMMENTS TO NEGOTIATOR

This revised Form 2 is based on a plan revision dated 7/19/2016. This revision reduced the Permanent Drainage easement from 0.619 acres to 0.629 acres. The review operator has made the adjustment based on the land values used by the appraiser. A previous plan revision dated 7/19/2016 reduced the fee acquisition to 33.779 acres and the PDG and the construction easement. The amount due owner was reduced by the previous plan revision.

Jimmy Rueb
Completed by

Agency Staff Approval (if Consistent)

D023693

11/04/2014 2:12 PM

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
SELLER'S ACKNOWLEDGMENT OF SALE PRICE AND CONDITIONS

STATE PROJECT 24092-2203-14
FEDERAL PROJECT NHE-460(2)

COUNTY/S Fayette
TRACT# 13

OFFICE USE ONLY	
REC'D:	_____
INV #:	_____
RG #:	_____
DEPT:	_____
TX #:	_____
Approver:	_____

A. The Seller hereby offers and agrees to convey to the Department the interest(s) in the lands identified as TRACT 13 on the right-of-way plans for the above referenced project upon the Department tendering the price of Five Hundred Fifteen Thousand, One Hundred Seventy-Five and No/100 Dollars (\$515,175.00), said tract being further described on the attached legal description. In the event of subsequent plans revisions, this sale price may be adjusted and shall be evidenced by a new ROW Form 30A.

B. The Department shall pay for the expenses of title examination, preparation of instrument of conveyance, and recording of deed. The Department will reimburse the Seller for reasonable and customary fees charged by lienholders to obtain necessary releases of any liens upon the property acquired by the Department. Real estate taxes will be prorated pursuant to TCA § 67-5-203.

The following terms and conditions will also apply unless otherwise indicated:

C. Retention of Improvements Does Not Retain Improvements Not Applicable
If applicable, Seller agrees to retain improvements under the terms and conditions stated in ROW Form-32A attached to this document and made a part of this acknowledgment.

D. Utility Adjustment Not Applicable
If applicable, Seller agrees to make at his expense the below listed repair, relocation or adjustment of utilities owned by him/her. The price offered includes _____ to reimburse the Seller for such expenses.

E. Other:

F. The Seller states in the following space the name of any Lessee of any part of the property to be used and the name of any other parties having any interest of any kind in said property.

G. The Seller agrees not to change the condition of the property being conveyed between the date of signature and the date the property is conveyed to the Department and understands that any costs incurred by the Department due to non-compliance are the responsibility of the Seller.

SELLER(S):

FAYETTE COUNTY, TENNESSEE

BY: _____

Name: _____

Title: _____

Project:	County:	Tract
24092-2203-14 NHE-460(2)	Fayette	13

Purchase in the name of the State of Tennessee

ACQUISITION

Beginning at the point of intersection between proposed south right-of-way of S.R. 460 (controlled access with fence) and west property line 150.00' right of S.R. 460 centerline station 104+45.94; thence along said property line N 00 degrees 15 minutes 36 seconds W 300.13' (crossing S.R. 460 centerline) to the point of intersection with proposed north right-of-way of S.R. 460 (controlled access with fence) 150.00' left of S.R. 460 centerline station 104+54.85; thence along said proposed right-of-way of S.R. 460 (controlled access with fence) as follows: N 88 degrees 02 minutes 16 seconds E 125.15' to a right-of-way marker 150.00' left of S.R. 460 centerline station 105+80.00; thence N 79 degrees 53 minutes 45 seconds E 141.29' to a right-of-way marker 170.00' left of S.R. 460 centerline station 107+20.00; thence N 88 degrees 10 minutes 00 seconds E 379.81' to a right-of-way marker 156.00' left of S.R. 460 centerline station 111+15.00; thence N 78 degrees 43 minutes 22 seconds E 489.52' to a right-of-way marker 150.00' left of S.R. 460 centerline station 116+05.00; thence N 75 degrees 46 minutes 10 seconds E 360.00' to a right-of-way marker 150.00' left of S.R. 460 centerline station 119+65.00; thence N 61 degrees 11 minutes 44 seconds E 51.66' to a right-of-way marker 163.00' left of S.R. 460 centerline station 120+15.00; thence N 75 degrees 45 minutes 30 seconds E 214.38' to a right-of-way marker 165.00' left of S.R. 460 centerline station 122+25.00; thence N 80 degrees 28 minutes 07 seconds E 195.73' to a right-of-way marker 160.00' left of S.R. 460 centerline station 124+10.00 (end controlled access fence); thence along proposed north right-of-way of S.R. 460 (controlled access) N 89 degrees 11 minutes 06 seconds E 81.46' to a right-of-way marker 169.91' left of S.R. 460 centerline station 124+91.64 (begin controlled access fence); thence along proposed north right-of-way of S.R. 460 (controlled access with fence) as follows: thence in a curve to the right with a radius of 2,060.00' and an arc length of 415.24' to a right-of-way marker 150.00' left of S.R. 460 centerline station 128+70.00; thence N 89 degrees 32 minutes 35 seconds E 426.12' to a right-of-way marker 220.00' left of S.R. 460 centerline station 132+70.00; thence N 86 degrees 39 minutes 57 seconds E 155.57' to a right-of-way marker 260.00' left of S.R. 460 centerline station 134+20.00 (leave controlled access with fence); thence along proposed north right-of-way of S.R. 460 (controlled access) as follows: N 56 degrees 34 minutes 29 seconds E 127.28' to a right-of-way marker 350.00' left of S.R. 460 centerline station 135+10.00; thence S 69 degrees 19 minutes 23 seconds E 90.92' to a point 335.61' left of S.R. 460 centerline station 136+00.00 (join controlled access with fence); thence along proposed north right-of-way of S.R. 460 (controlled access with fence) as follows: S 69 degrees 19 minutes 23 seconds E 165.66' to a right-of-way marker 308.00' left of S.R. 460 centerline station 137+70.00; thence N 86 degrees 02 minutes 06 seconds E 110.46' to the point of intersection with east property line 333.74' left of S.R. 460 centerline station 138+87.61; thence along east property line S 01 degree 05 minutes 38 seconds W 215.77' to the point of intersection with north property line 119.65' left of S.R. 460 centerline station

139+16.71; thence along north property line as follows: S 86 degrees 45 minutes 40 seconds E 930.15' to a point 129.14' left of S.R. 76 centerline station 625+44.98; thence N 87 degrees 58 minutes 44 seconds E 96.15' to a point on present west right-of-way of S.R. 76 33.00' left of S.R. 76 centerline station 625+43.74; thence along said present right-of-way of S.R. 76 S 01 degree 57 minutes 57 seconds E 720.55' (crossing S.R. 460 and Ramp 3B centerlines) to the point of intersection with north property line 33.00' left of S.R. 76 centerline station 618+23.19; thence along said property line S 86 degrees 19 minutes 42 seconds W 47.03' to the point of intersection with proposed west right-of-way of S.R. 76 (controlled access with fence) and west property line 80.01' left of S.R. 76 centerline station 618+21.79; thence along proposed west right-of-way of S.R. 76 (controlled access with fence) and west property line N 02 degrees 08 minutes 30 seconds W 118.22' to a right-of-way marker 80.38' left of S.R. 76 centerline station 619+40.00; thence leaving right-of-way and continuing along west property line N 02 degrees 08 minutes 38 seconds W 272.53' to the point of intersection with south property line 81.22' left of S.R. 76 centerline station 622+12.53; thence along south property line N 86 degrees 55 minutes 51 seconds W 129.23' to a right-of-way marker on the point of intersection with proposed south right-of-way of S.R. 460 (controlled access with fence) 247.50' right of S.R. 460 centerline station 147+85.00; thence along proposed south right-of-way of S.R. 460 (controlled access with fence) and south property line N 86 degrees 55 minutes 51 seconds W 250.97' to a right-of-way marker 225.49' right of S.R. 460 centerline station 145+35.00; thence leaving proposed right-of-way and continuing along south property line N 86 degrees 55 minutes 51 seconds W 209.98' to the point of intersection with proposed south right-of-way of S.R. 460 (controlled access with fence) 175.00' right of S.R. 460 centerline station 142+07.00; thence along said proposed right-of-way (controlled access with fence) as follows: N 81 degrees 44 minutes 40 seconds W 285.64' to a right-of-way marker 155.00' right of S.R. 460 centerline station 139+40.00; thence N 78 degrees 59 minutes 02 seconds W 450.94' to a right-of-way marker 150.00' right of S.R. 460 centerline station 135+00.00; thence N 78 degrees 25 minutes 31 seconds W 175.00' to a right-of-way marker 150.00' right of S.R. 460 centerline station 133+25.00; thence N 79 degrees 00 minutes 14 seconds W 230.32' to a right-of-way marker 150.00' right of S.R. 460 centerline station 130+90.00; thence N 83 degrees 28 minutes 19 seconds W 117.75' to the point of intersection with present south right-of-way of Correctional Center Access Road 154.40' right of S.R. 460 centerline station 129+65.87; thence along said present right-of-way of Correctional Center Access Road as follows: N 74 degrees 21 minutes 14 seconds E 8.30' to a point 151.14' right of S.R. 460 centerline station 129+74.01; thence N 74 degrees 52 minutes 23 seconds E 16.74' to a point 144.64' right of S.R. 460 centerline station 129+90.39; thence northeasterly in a curve to the right with a radius of 1,607.00' and an arc length of 266.18' to a point 53.08' right of S.R. 460 centerline station 132+46.63; thence S 05 degrees 21 minutes 02 seconds E 33.80' to a right-of-way marker 85.47' right of S.R. 460 centerline station 132+56.45; thence N 68 degrees 47 minutes 29 seconds E 201.75' (crossing S.R. 460 centerline) to a point 23.72' left of S.R. 460 centerline station 134+26.27; thence N 80 degrees 29 minutes 51 seconds E 82.38' to a right-of-way marker on the point of intersection with present east right-of-way of Correctional Center Access Road 53.34' left of S.R. 460 centerline station 135+03.14; thence along present east right-of-way of Correctional Center Access Road N 01 degree 38 minutes 49 seconds W 18.74' to a right-of-way marker on the point of intersection with present north right-of-way of Correctional Center Access Road 71.58' left of S.R. 460 centerline station 134+98.85; thence along present north

right-of-way of Correctional Center Access Road as follows: S 88 degrees 21 minutes 11 seconds W 102.60' to a point 48.12' left of S.R. 460 centerline station 133+98.98; thence S 88 degrees 20 minutes 27 seconds W 16.89' to a point 44.25' left of S.R. 460 centerline station 133+82.53; thence S 88 degrees 16 minutes 01 second W 16.94' to a point 40.35' left of S.R. 460 centerline station 133+66.04; thence S 88 degrees 07 minutes 09 seconds W 16.97' to a point 36.40' left of S.R. 460 centerline station 133+49.54; thence S 87 degrees 53 minutes 52 seconds W 17.02' to a point 32.38' left of S.R. 460 centerline station 133+33.00; thence S 87 degrees 36 minutes 09 seconds W 17.04' to a point 28.26' left of S.R. 460 centerline station 133+16.46; thence S 87 degrees 14 minutes 00 seconds W 17.09' to a point 24.03' left of S.R. 460 centerline station 132+99.92; thence S 86 degrees 47 minutes 25 seconds W 17.12' to a point 19.67' left of S.R. 460 centerline station 132+83.38; thence S 86 degrees 16 minutes 25 seconds W 17.16' to a point 15.17' left of S.R. 460 centerline station 132+66.84; thence southwesterly in a curve to the left with a radius of 1,667.00' and an arc length of 315.29' (crossing S.R. 460 centerline) to a point 89.26' right of S.R. 460 centerline station 129+66.17; thence S 74 degrees 52 minutes 16 seconds W 17.15' to a point 95.77' right of S.R. 460 centerline station 129+49.66; thence S 74 degrees 21 minutes 16 seconds W 17.13' to a point 102.30' right of S.R. 460 centerline station 129+33.10; thence S 73 degrees 54 minutes 41 seconds W 17.08' to a point 108.81' right of S.R. 460 centerline station 129+16.51; thence S 73 degrees 32 minutes 32 seconds W 17.05' to a point 115.29' right of S.R. 460 centerline station 128+99.84; thence S 73 degrees 14 minutes 49 seconds W 17.01' to a point 121.71' left of S.R. 460 centerline station 128+83.10; thence S 73 degrees 01 minute 31 seconds W 16.98' to a point 128.05' right of S.R. 460 centerline station 128+66.25; thence S 72 degrees 52 minutes 40 seconds W 16.93' to a point 134.26' right of S.R. 460 centerline station 128+49.34; thence S 72 degrees 48 minutes 14 seconds W 16.91' to a point 140.36' right of S.R. 460 centerline station 128+32.34; thence S 72 degrees 47 minutes 29 seconds W 29.85' to the point of intersection with proposed south right-of-way of S.R. 460 (controlled access with fence) 150.77' right of S.R. 460 centerline station 128+02.05; thence along said proposed right-of-way of S.R. 460 (controlled access with fence) as follows: S 72 degrees 47 minutes 29 seconds W 11.13' to a right-of-way marker 150.00' right of S.R. 460 centerline station 127+90.00; thence S 83 degrees 01 minute 04 seconds W 320.82' to a point 173.15' right of S.R. 460 centerline station 124+40.00 (leave controlled access with fence); thence along proposed south right-of-way of S.R. 460 (controlled access) S 83 degrees 01 minute 04 seconds W 149.19' to a right-of-way marker 165.00' right of S.R. 460 centerline station 122+80.00 (join controlled access with fence); thence along proposed south right-of-way of S.R. 460 (controlled access with fence) as follows: S 74 degrees 19 minutes 59 seconds W 653.22' to a right-of-way marker on the point of intersection with proposed east right-of-way of Access Road #2 (controlled access with fence) 185.00' right of S.R. 460 centerline station 116+20.00; thence along proposed east right-of-way of Access Road #2 (controlled access with fence) S 13 degrees 54 minutes 06 seconds E 53.87' to a point 238.87' right of S.R. 460 centerline station 116+19.69 (end controlled access fence); thence along proposed east right-of-way of Access Road #2 (controlled access) S 13 degrees 54 minutes 06 seconds E 18.05' to a point on present north right-of-way of Correctional Center Access Road 256.92' right of S.R. 460 centerline station 116+19.59; thence along said present right-of-way of Correctional Center Access Road southwesterly in a curve to the right with a radius of 2,835.06' and an arc length of 241.96' to the point of intersection with proposed west right-of-way of Access Road #2 (controlled access) 223.78' right of S.R. 460 centerline

station 113+85.11; thence along proposed west right-of-way of Access Road #2 (controlled access) N 13 degrees 54 minutes 06 seconds W 11.66' to a point 212.13' right of S.R. 460 centerline station 113+84.91 (begin controlled access fence); thence along proposed west right-of-way of Access Road #2 (controlled access with fence) as follows: N 13 degrees 54 minutes 06 seconds W 52.14' to a right-of-way marker on the point of intersection with proposed south right-of-way of S.R. 460 (controlled access with fence) 160.00' right of S.R. 460 centerline station 113+84.00; thence along said proposed right-of-way of S.R. 460 (controlled access with fence) as follows: S 81 degrees 46 minutes 07 seconds W 509.91' to a right-of-way marker 161.00' right of S.R. 460 centerline station 109+00.00; thence N 89 degrees 37 minutes 10 seconds W 224.11' to a right-of-way marker 150.00' right of S.R. 460 centerline station 106+80.00; thence S 88 degrees 02 minutes 16 seconds W 234.06' to the point of beginning and containing 33.779 acres more or less.

The above described property is hereby conveyed in fee simple, and all right of ingress and egress to, from and across the same and to and from abutting lands is conveyed.

PERMANENT DRAINAGE EASEMENT

Parcel 1 - Beginning at a point on proposed north right-of-way of S.R. 460 (controlled access) 160.00' left of S.R. 460 centerline station 124+10.00; thence (leaving right-of-way) N 13 degrees 11 minutes 59 seconds E 40.90' to a point 197.94' left of S.R. 460 centerline station 124+24.09; thence S 76 degrees 48 minutes 01 second E 79.03' to a point 169.91' left of S.R. 460 centerline station 124+91.64; thence S 13 degrees 11 minutes 59 seconds W 21.17' to a point on proposed north right-of-way of S.R. 460 (controlled access) 150.00' left of S.R. 460 centerline station 124+85.00; thence along said proposed right-of-way of S.R. 460 (controlled access) S 89 degrees 11 minutes 06 seconds W 81.46' to the point of beginning.

Parcel 2 - Beginning at a point on proposed south right-of-way of S.R. 460 (controlled access with fence) 149.02' right of S.R. 460 centerline station 137+82.49; thence along said proposed right-of-way (controlled access with fence) S 78 degrees 59 minutes 02 seconds E 110.03' to a point 152.12' right of S.R. 460 centerline station 138+88.10; thence (leaving right-of-way) S 24 degrees 06 minutes 18 seconds E 197.35' to a point 320.16' right of S.R. 460 centerline station 139+83.05; thence S 65 degrees 53 minutes 42 seconds W 90.00' to a point 366.99' right of S.R. 460 centerline station 139+15.27; thence N 24 degrees 06 minutes 18 seconds W 260.65' to the point of beginning.

Parcels 1 and 2 contain 0.529 acres more or less.

By this instrument the Grantor(s) hereby convey a permanent easement for construction and maintenance of a drainage facility. The land on which the drainage facility is to be constructed is to remain the property of the undersigned and may be used for any purpose desired, provided such use does not interfere with the use or maintenance of said facility.

TEMPORARY CONSTRUCTION EASEMENT

Parcel 1 - Beginning at a point on proposed north right-of-way of S.R. 460 157.94' left of S.R. 460 centerline station 114+33.66; thence (leaving right-of-way) N 13 degrees 54 minutes 06 seconds W 20.02' to a point 177.96' left of

centerline station 114+33.48; thence northeasterly 120'± to a point 172.54' left of centerline station 115+55.81; thence S 13 degrees 54 minutes 06 seconds E 20.02' to a point on proposed north right-of-way of S.R. 460 152.52' left of centerline station 115+55.72; thence along said proposed right-of-way S 78 degrees 43 minutes 22 seconds W 120.13' to the point of beginning.

Parcel 2 - Beginning at a point on proposed south right-of-way of S.R. 460 (controlled access with fence) 163.77' right of S.R. 460 centerline station 126+79.23; thence along said proposed right-of-way of S.R. 460 (controlled access with fence) as follows: N 83 degrees 01 minute 04 seconds E 102.59' to a right-of-way marker 150.00' right of S.R. 460 centerline station 127+90.00; thence N 72 degrees 47 minutes 29 seconds E 11.13' to the point of intersection with present north right-of-way of Correctional Center Access Road 150.77' right of S.R. 460 centerline station 128+02.05; thence along said present right-of-way of Correctional Center Access Road S 72 degrees 47 minutes 29 seconds W 110.97' to a point 185.48' right of S.R. 460 centerline station 126+86.45; thence N 17 degrees 39 minutes 14 seconds W 22.68' to the point of beginning.

Parcel 3 - Beginning at a point on present south right-of-way of Correctional Center Access Road 242.79' right of S.R. 460 centerline station 127+06.48; thence along said present right-of-way of Correctional Center Access Road as follows: N 72 degrees 47 minutes 29 seconds E 140.22' to a point 196.28' right of S.R. 460 centerline station 128+56.15; thence N 72 degrees 48 minutes 13 seconds E 16.85' to a point 190.02' right of S.R. 460 centerline station 128+73.55; thence N 72 degrees 52 minutes 39 seconds E 16.82' to a point 183.65' right of S.R. 460 centerline station 128+90.76; thence N 73 degrees 01 minute 30 seconds E 16.77' to a point 177.20' right of S.R. 20 centerline station 129+07.74; thence N 73 degrees 14 minutes 48 seconds E 16.74' to a point 170.70' right of S.R. 460 centerline station 129+24.55; thence N 73 degrees 32 minutes 31 seconds E 16.70' to a point 164.17' right of S.R. 460 centerline station 129+41.18; thence (leaving right-of-way) S 40 degrees 53 minutes 40 seconds W 117.88' to a point 260.56' right of S.R. 460 centerline station 128+65.42; thence S 74 degrees 55 minutes 44 seconds W 123.78' to a point 298.11' right of S.R. 460 centerline station 127+27.23; thence N 17 degrees 39 minutes 14 seconds W 58.12' to the point of beginning.

Parcel 4 - Beginning at a point 22.93' right of Landfill Access Road centerline station 9+85.32; thence N 23 degrees 25 minutes 56 seconds E 44.98' to a point 21.65' left of Landfill Access Road centerline station 9+91.33; thence N 77 degrees 31 minutes 03 seconds E 64.38' to a point 52.12' left of Landfill Access Road centerline station 10+48.05; thence S 67 degrees 28 minutes 23 seconds E 51.09' to a point 45.36' left of Landfill Access Road centerline station 11+01.35; thence S 73 degrees 02 minutes 16 seconds E 46.05' to a point 39.56' left of Landfill Access Road centerline station 11+51.20; thence S 80 degrees 09 minutes 47 seconds E 46.24' to a point 34.96' left of Landfill Access Road centerline station 12+00.86; thence S 87 degrees 48 minutes 47 seconds E 45.28' to a point 32.15' left of Landfill Access Road centerline station 12+49.25; thence N 71 degrees 33 minutes 11 seconds E 23.65' to a point 37.65' left of Landfill Access Road centerline station 12+72.92; thence N 71 degrees 33 minutes 11 seconds E 25.54' to a point 43.49' left of Landfill Access Road centerline station 12+97.78; thence N 72 degrees 18 minutes 17 seconds E 43.61' to a point 52.90' left of Landfill Access Road centerline station 13+40.36; thence N 41 degrees 17 minutes 38 seconds W 51.02' to a point on proposed south right-of-way of S.R. 460 (controlled access with fence) 149.68' right of S.R. 460 centerline station 135+32.36; thence along said proposed right-of-way of S.R. 460 (controlled access with fence) S 78 degrees 59 minutes 02 seconds E 253.74' to a point 149.02' right of S.R. 460 centerline station 137+82.49; thence S 24 degrees 06 minutes 18 seconds E 182.11' to a point 119.47' right of Landfill Access Road centerline station 16+43.61; thence N 57 degrees 40 minutes 26 seconds W 77.35' to a point 87.68' right of Landfill Access Road centerline station 15+73.09; thence N 44 degrees 27 minutes 55 seconds W

30.77' to a point 68.81' right of Landfill Access Road 15+46.93; thence N 67 degrees 16 minutes 58 seconds W 46.49' to a point 53.72' right of Landfill Access Road centerline station 14+96.93; thence N 78 degrees 18 minutes 15 seconds W 44.77' to a point 43.33' right of Landfill Access Road 14+48.79; thence S 82 degrees 17 minutes 38 seconds W 48.98' to a point 45.49' right of Landfill Access Road centerline station 13+99.24; thence N 84 degrees 05 minutes 11 seconds W 51.48' to a point 35.53' right of Landfill Access Road centerline station 13+48.73; thence S 88 degrees 11 minutes 35 seconds W 24.37' to a point 34.08' right of Landfill Access Road centerline station 13+24.40; thence S 88 degrees 11 minutes 35 seconds W 24.70' to a point 32.60' right of Landfill Access Road centerline station 12+99.75; thence S 84 degrees 13 minutes 59 seconds W 50.52' to a point 33.17' right of Landfill Access Road centerline station 12+49.85; thence S 89 degrees 13 minutes 51 seconds W 53.11' to a point 32.63' right of Landfill Access Road centerline station 11+99.95; thence N 85 degrees 41 minutes 17 seconds W 52.92' to a point 32.57' right of Landfill Access Road centerline station 11+50.19; thence N 82 degrees 28 minutes 10 seconds W 52.79' to a point 34.68' right of Landfill Access Road centerline station 11+00.68; thence N 80 degrees 33 minutes 18 seconds W 53.65' to a point 39.76' right of Landfill Access Road centerline station 10+49.25; thence N 59 degrees 29 minutes 30 seconds W 66.11' to the point of beginning.

Parcel 5 - Beginning at a point on proposed south right-of-way of S.R. 460 (controlled access with fence) 152.12' right of S.R. 460 centerline station 138+88.10; thence along said proposed right-of-way (controlled access with fence) as follows: S 78 degrees 59 minutes 02 seconds E 54.81' to a right-of-way marker 155.00' right of S.R. 460 centerline station 139+40.00; thence S 81 degrees 44 minutes 40 seconds E 285.64' to a right-of-way marker 175.00' right of S.R. 460 centerline station 142+07.00; thence S 75 degrees 19 minutes 46 seconds E 133.90' to the point of intersection with south property line 175.00' right of S.R. 460 centerline station 142+07.00; thence along south property line N 86 degrees 55 minutes 51 seconds W 334.37' to the point of intersection with east property line 202.73' right of S.R. 460 centerline station 140+18.44; thence along east property line S 13 degrees 55 minutes 24 seconds W 93.80' to a point 112.60' right of Landfill Access Road centerline station 17+87.25; thence (leaving property line) N 52 degrees 16 minutes 51 seconds W 58.12' to a point 90.53' right of Landfill Access Road centerline station 17+48.49; thence S 84 degrees 29 minutes 40 seconds W 14.98' to a point 94.04' right of Landfill Access Road centerline station 17+33.93; thence N 24 degrees 06 minutes 18 seconds W 145.37' to the point of beginning.

Parcels 1, 2, 3, 4 and 5 altogether contain 1.793 acres more or less.

By this instrument the Grantor(s) hereby convey an easement for the construction of a working area outside the proposed right of way line. The title to the above described land remains vested in the Grantor(s) and is to be used by the State of Tennessee, its contractors or assigns for a period of three (3) years from and after the commencement of construction.

The State of Tennessee or its duly authorized agents and assigns is hereby given the right to enter upon Grantor(s)' remaining land for the purpose of severing those parts of improvements located on the land granted to said State of Tennessee from those parts of improvement located on the remaining land of the Grantor. It is further understood and agreed that the consideration mentioned herein includes any and all damages, both actual and incidental to the remainder of the property including such actual and incidental damages to the remainder of the property as a consequence of said severance.

The Grantor(s) acquired title to said land under deed of record in Deed Book 331, Page 545, in the Register's Office of Fayette County, Tennessee. Map 97, Parcel 1.00.

Commissioner German stated that the Sheriff's I T update has to be sent out for bids and cannot be voted on until the bid process is complete.

Commissioner German moved to approve the following Enhanced Medicaid Reimbursement Project resolution. The motion was seconded by Commissioner Reeves

and passed unanimously.

Disclaimer: This document is for demonstration and discussion purposes ONLY. All calculations, rates, fees and percentages contained in this document are subject and likely to change.

10.3.6.9

Enhanced Ambulance Medicaid Reimbursement Project

Do you want to help increase your Medicaid (TnCare) reimbursement rate? We need your help!

TASA has been aggressively working with TnCare officials to improve Medicaid reimbursement for EMS providers in Tennessee. As a result, the program described below is moving forward but we need your information to finalize the numbers and make this work for all EMS ground providers.

The Issue

All state Medicaid programs are administered by each state under the direction and funding of the federal government – CMS (Medicare). With regards to EMS, the state of TN provides roughly 35% of the funding for TnCare with CMS funding the other 65%. Additional federal funds are available to assist states in assisting providers where reimbursement is significantly lacking.

Early estimates indicate TN EMS providers are under-reimbursed by \$23 million state wide. In order to receive additional funding, the state must provide the 35% match of this shortage. It is the goal of this project to increase current reimbursement to eliminate or at least minimize this shortage.

How would it work?

EMS ground providers would band together to provide the 35% state match (approx. \$8 million). In turn the state would receive the other 65% (approx. \$15 million) to be dispersed among all EMS providers based upon number of Medicaid (non-dual enrolled) only transports.

Assessment fee: The 35% match would be assessed on all providers on a per-transport (all patients – regardless of insurance). Current estimates are that this assessment would be approximately \$8.50 per transport. This fee would be the same for EVERY ground service provider. Assessment payments would be made to the state on a quarterly basis beginning in the 2nd quarter of the fiscal year that the legislation is passed.

Example assessment fee: Main Street EMS transports 8,000 patients per year. The assessment fee would be \$68,000 per year (8,000 X \$8.50 fee). This would result in a \$17,000 quarterly payment.

Increased Reimbursement: Estimates show a possible current average state wide reimbursement of \$225.00 per transport of Medicaid only patients. Provider cost-per-call estimates are approximately \$550.00. The goal is to set the reimbursement rate at the cost-per-call statewide average (currently estimated at \$550). This new rate would cover all ground transports for Medicaid only – from BLS non-emergency to ALS2 and Specialty Care.

TnCare Managed Care Organization (MCO) payments would continue as normal and the State would make up the difference between the average MCO reimbursement (i.e., \$225) and the newly established state wide reimbursement rate (i.e., \$550). Based on the estimates previously mentioned, it is estimated that services would see an increase of \$325 per transport. Again, this new rate would only be paid on Medicaid only ground transports.

Example reimbursement: Of the 8,000 ground transports, Main Street EMS's Medicaid-only transport is 6% for a total of 480 transports. Main Street EMS would realize a net revenue increase of \$88,000.00

Main Street EMS example	
# of Medicaid only transports	480
Increased reimbursement	× \$325
	\$156,000
Annual assessment	- \$68,000
Net increased annual revenue	\$88,000

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Here's where your help is needed!!!

We need every ground transport EMS provider to help us provide the average cost-per-call across the state. This part of the formula will determine the increase in reimbursement.

Individual information provided by ground EMS services will be held in strict confidence and WILL NOT be shared outside the needs of the program calculations by TASA, State EMS and State Medicaid.

Please provide information regarding your service's cost-per-call to help ensure accurate increased reimbursement and that your service is represented within this program.

EMS Service Name: _____

Service State License #: _____

Service NPI #: _____

Calendar Year Cost-Per-Call

Total Call Volume 2015: _____ **A**

Total Transport Volume 2015: _____ **B**

Total Operating Budget: _____ **C**

please include all payroll benefits, general operating expenses and capital outlay

Cost-Per-Call (C+B) = _____

Total Medicaid Only Transports: _____ **D**

(DO NOT INCLUDE DUAL ENROLLED)

% of Medicaid Only Transports (D : B) = _____

Service Specific Scenario (optional)

The calculation below is optional and hypothetical for your information ONLY.

Annual Assessment Fee (B×\$8.50) = _____ **E**
(PAID TO TNCARE IN QUARTERLY PAYMENTS)

Annual Increased Reimbursement (D×\$325) = _____ **F**
(PAYMENTS FROM TNCARE AS CLAIMS ARE SUBMITTED)

Net Revenue Increase (F-E) = _____ **H**

Our service would be in support of legislation as described above: YES NO

PLEASE COMPLETE THIS FORM AND FAX TO 615-454-6981 OR EMAIL TO SECRETARY@TENNESSEEMAJULANCE.COM DRUG TO WWW.TENNESSEEMAJULANCE.COM/MEDICAID AND COMPLETE THE ON-LINE FORM

Person completing form (print): _____

Signature: _____ Date: _____

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Frequently Asked Questions

What is an EMS ground ambulance provider assessment?

An EMS provider assessment is being proposed to supply State matching funds for enhanced Medicaid reimbursements. Ground ambulance patient transports are expected to increase from a rate of \$225.00 to \$550.00 for a net increase of \$325.00.

The assessment is federally required to be broad based, uniformly imposed and have no hold harmless provision. This means it is required to be applied to all EMS ground ambulance providers in a standardized and consistent manner.

Would this program apply to air medical transport providers?

No. At this time the program does not address air medical as the level of cost-per-call and reimbursement are not comparable.

Will my service lose revenue in this program?

It is the goal of TASA to introduce legislation that would improve Medicaid reimbursement across the board for EMS providers. It is extremely important that we receive your feedback from the form on the previous sheet. This information will allow us to evaluate the impact on all services in order to make the decision to proceed with the legislation. Although it is our goal that all services will see a net increase, we obviously cannot make any guarantees.

What if our service chooses not to participate once the program is implemented?

There should be no reason why a service would not participate. However, should a service not participate, the State EMS office will have the authority to issue fines and TnCare can elect to withhold Medicaid payments until compliance is met.

What if we don't have the funds to pay our assessment fee when the program goes into effect?

This should not be an issue because the first assessment payment will not be due until the 2nd quarter. Example: Program is signed into law July 1, 2017 – First assessment payment would not be due until October (beginning of 2nd quarter). This would allow services to collect the new increased reimbursement over a period of 3 months before paying a quarterly assessment.

Disclaimer: This document is for demonstration and discussion purposes ONLY. All calculations, rates, fees and percentages contained in this document are subject and likely to change.

Commissioner German moved to approve the following Resolution To Adjust Fayette County Animal Control Ordinance Fees. The motion was seconded by Commissioner Farley and passed unanimously.

RESOLUTION TO ADJUST
FAYETTE COUNTY ANIMAL CONTROL ORDINANCE FEES

WHEREAS, Fayette County originally adopted an Animal Control Resolution in April 2009 to regulate cats and dogs in Fayette County; and

WHEREAS, Section 11(a) of the Animal Control Act sets the fee for registering cats and dogs in Fayette County at five (5) dollars; and

WHEREAS, Section 11(b) of the Animal Control Act sets the exemption fee for registering cats and dogs in Fayette County at fifty (50) dollars; and

WHEREAS, Fayette County has entered an agreement with a vendor to administer the program for a per license fee; and

WHEREAS, Fayette County sees the need to increase the annual registration fee to cover the additional cost;

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Fayette County that the fees in Fayette County's Animal Control Ordinance shall be set as follows:

1. In Section 11(a), the fee for registering a dog or cat shall be raised to ten (10) dollars for spayed or neutered animals, or fifteen (15) dollars for unaltered animals
2. In Section 11(b), the current wording shall be replaced with the following: "Exemption for all animals registered will be granted once ten registered animals have been documented."
3. The effective date of these increases shall be April 1, 2017, to allow notice to all citizens, veterinarians, and for incorporation to the vendor administration program.

Adopted this 24th day of January, 2017.

APPROVED: ATTEST:

County Commission Chairman

County Clerk

Commissioner German moved to approve the following Budget Calendar for the 2017-2018 budget year. The motion was seconded by Commissioner Lillard and passed unanimously.

**FAYETTE COUNTY BUDGET CALENDAR FOR
THE 2017-2018 BUDGET PROCESS**

March 1	Budget Packets are delivered to Directors and Elected Officials, and Notices to Public Works Board, Board of Education and Non-Profits
March 31	Budgets, except for the School Board, Due back to the County Mayor's Office
April 11	Budget Committee -hears non-profit requests
April 25	Budget Proposal presented to full County Commission
May 5	School Board Budget to County Mayor's Office
May 5:30 pm	County Commission Committee budget review -department heads and elected officials address committees May 1 - Safety May 8 - Education May 2 - Health/Welfare May 9 - Development May 11 - Budget May 16 - Budget (if needed)
May 23	Budget Committee presents budget to Commission -preliminary analysis and Q+A
June 7	Public Notices are advertised
June 20	Joint Committee of Commissioners to Review Budget
June 27	County Commission votes on budget and sets tax levy

-Budget calendar and procedures follow TCA 5-9-402 and TCA 5-9-404 requirements

PROCEDURES FOR FAYETTE COUNTY BUDGET 2017-2018

1. All budgets will be calculated under prior year's revenues, unless that department or agency has documented proof of additional targeted revenue for the 2016-17 budget year.
2. Requested merit salary adjustments and additional positions must be included with the submitted budgets. Compensation adjustments may be suggested, but will not be used when submitting recommended budgets to the committees. Compensation adjustments will be considered by the Budget Committee and recommended after all budgets and their requirements have been reviewed.
3. According to the Deadlines in the Budget Calendar for 2017-18, Budgets will be submitted to the County Mayor for review, which will then be submitted to the appropriate committee.
4. School Board budget will be reviewed by the Education Committee with recommendations to the Budget Committee.
5. Each committee will review their submitted budgets, make recommendations on revenue and expenditure requests, and forward the recommendations on to the Budget Committee.
6. The Budget Committee will review the recommendations from all committees.
 - a. **For ALL departments and offices except the School Board**, proposed budgets shall be submitted by April 1.
 - i. The Budget Committee shall vote upon the proposed budget and shall notify the department, commission, institution, board, office, or agency whether the county budget committee approves, rejects or modifies the proposed budget;
 - ii. If approved as presented, the Budget Committee shall forward the proposed budget to the County Commission for consideration; or
 - iii. If rejected or modified, the department, commission, institution, board, office, or agency may submit a revised budget proposal to the Budget Committee no later than ten (10) business days after receipt of notice that the budget proposal was rejected or modified;
 - iv. If the Budget Committee rejects the first and second budget proposals, then the third and any subsequent proposals shall be delivered directly to the county legislative body which shall approve or reject the proposal at the next scheduled County Commission meeting; and if rejected, the department, commission, institution, board, office, or agency shall submit a revised budget proposal to the county legislative body within ten (10) business days after receipt of notice that the budget proposal was rejected.
 - b. **The School Board** shall submit a proposed budget to the County's Education and Budget Committee by May 1; provided that, the School Board may amend the proposed budget after May 1;
 - i. No later than June 1, the Budget Committee shall vote upon the proposed budget and shall notify the School Board whether the county budget committee approves or rejects the School Board's proposed budget;


- ii. If approved, the proposed budget will be forwarded to the County Commission for consideration; or
 - iii. If rejected, the School Board shall submit a revised budget proposal to the Budget Committee within ten (10) business days after receipt of notice that the budget proposal was rejected;
 - iv. If the Budget Committee rejects the first and second budget proposals, then the third and any subsequent proposals shall be delivered directly to the county legislative body which shall approve or reject the proposal at the next scheduled County Commission meeting; and if rejected, the School Board shall submit another revised budget proposal to the county legislative body within ten (10) business days after receipt of notice that the budget proposal was rejected.
7. Recommendations from the Budget Committee will be submitted to the County Commission after all budgets have been reviewed and recommendations made.
 8. The County Commission will review the recommendations from the Budget Committee for expenditures and revenues, and consider its adoption.
 9. If the County Commission and the School Board fail to agree upon a budget for the county department of education by August 31, then, by operation of law, the budget for the School Board shall be equal to the minimum budget required to comply with the local match and maintenance of effort provisions of the BEP.

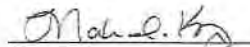
**Fayette County Budget Calendar
2017 - 2018 School Year**

Purpose: In compliance with Board Policy 2.200 Annual Operating Budget, a budget preparation calendar must be developed no later than January 1 of the current school year.

Process	Date	Responsibility	Procedures or Action Taken
Adoption of Budget Calendar	December 9, 2016	Director of Schools Chairman of School Board	Develop calendar for preparation of budget and disseminate.
Submission of Program Requests	February 1 - February 24, 2017	Director of Schools School Principals Federal Program Directors Department Heads Board Members	Prepare request for changes and additions to school operations, Federal Programs and Capital Projects
Finalize Program Request	February 27 - March 10, 2017	Director of Schools Deputy Director of Schools	Review Department requests to establish priorities for the coming year and alignment with Strategic Plan.
Review, Analysis, and Recommendation	March 10 - March 31, 2017	Executive Committee	Analyze budgets, review alternatives and priorities as to funding expenditures for the submitted requests, prepare recommendations at workshop.
Approve Budget for Submission By Board	March 31 - May 5, 2017	Executive Committee	Prepare consolidated budget and make recommendations to the full School Board at Board meeting.
*Propose Budget to County Commission	May 5 - May - 14, 2017	Executive Committee County Education/Budget Committees	Meet with the County Budget Committee to review funding alternatives; Submit School Board's budget to the County Budget Committee
		Executive Committee County Education/Budget Committees	Presentation of the School Board's budget to full County Commission
Prepare and Disseminate Adopted Budget	TBD	Deputy Superintendent Director of Schools	Disseminate budget to the State Department of Education; commence activity based on the newly adopted budget.

*The County's budget calendar will dictate the timeframes for interaction with the School Board and adoption of the overall budget. This provides a frame for reference only.


(Chairman of School Board)


(Director of Schools)

12/21/2016
(Date)

Commissioner German moved to approve the following amendment to the Adequate Facilities Tax. The motion was seconded by Commissioner Leggett. After a great deal of discussion, Commissioner Farley moved to table the motion. Commissioner Bunker seconded the motion and the tabling motion was approved unanimously.

RESOLUTION TO AMEND
FAYETTE COUNTY'S ADEQUATE FACILITIES TAX PLAN
FOR NON-PROFIT USES
January 24, 2017

WHEREAS, Fayette County has been authorized by the Tennessee General Assembly in the Private Acts of 2001, Chapter 69, to assess an Adequate Facilities Tax on new development; and

WHEREAS, Fayette County may develop a tax rate schedule by which residential and non-residential uses are classified by type for imposition of the tax authorized herein; and

WHEREAS, Fayette County's non-profits have, from time to time, constructed buildings that provide services to Fayette County citizens; and

WHEREAS, Fayette County's non-profits' can better utilize the funds required for the tax toward services that relieve the County of services that it may have to provide; and

NOW, THEREFORE, BE IT RESOLVED by the Commission of Fayette County that the county adopts the following changes to the Adequate Facilities Tax:

1. The Adequate Facilities Tax Plan shall include a category for non-profit construction.
2. The definition of a "non-profit", in this resolution, shall be any organization that obtains a charitable tax designation from either the United States Government or the State of Tennessee.
3. The Adequate Facilities Tax for Non-profit construction shall be lowered to zero for both residential and non-residential uses.
4. This resolution shall take effect upon adoption, the public welfare requiring it.

Adopted this 24th day of January, 2017.

APPROVED: ATTEST:

County Commission Chairman

County Clerk

Commissioner German moved to approve the following Resolution "Interlocal Agreement For Financial Support For UT Martin-Somerville Campus. Motion was seconded by Commissioner Reeves and passed unanimously.

INTERLOCAL AGREEMENT FOR FINANCIAL SUPPORT FOR
UT MARTIN-SOMERVILLE CAMPUS

WHEREAS, the Town of Somerville, Tennessee, is a municipal corporation of the State of Tennessee; and

WHEREAS, Fayette County, Tennessee, is a political subdivision of the State of Tennessee; and

WHEREAS, pursuant to Tennessee Code Annotated §12-9-108 the Town of Somerville, Tennessee, and Fayette County, Tennessee, have the power to enter into an interlocal agreement for the performance of any governmental service, activity or undertaking which each is authorized by law to perform; and

WHEREAS, cities and counties are authorized to contract and to be contracted; and to provide and maintain educational and recreative services under Tennessee Code Annotated § 6-2-201; and

WHEREAS, the Town of Somerville and Fayette County believe it is to their mutual advantage to have a campus of the University of Tennessee, and to reap the benefits such a campus would bring; and

WHEREAS, the Town of Somerville has reached an agreement with the University of Tennessee at Martin to establish a campus site in Somerville; and

WHEREAS, the Town of Somerville has committed to renovating the Methodist-Fayette Hospital to be used as the new campus for the University of Tennessee -- Martin's Somerville campus; and

WHEREAS, Fayette County documented its support of the University of Tennessee-Martin's campus site at the old Methodist-Fayette Hospital in its resolution "Resolution Of Financial Support For The University Of Tennessee At Martin Somerville Facility" by the Fayette County Commission of February 23, 2016; and

WHEREAS, Fayette County has been provided the two documents asked for in its resolution of support: (1) official minutes of the Town of Somerville for November 14, 2016 awarding a contract for the renovation of the Methodist-Fayette Hospital and (2) the agreement between the Town of Somerville and the University of Tennessee establishing a campus at the Methodist-Fayette Hospital; and

NOW, THEREFORE, this agreement is made and entered into as of the ____ day of _____, 20__, by and between the Town of Somerville, Tennessee, hereinafter referred to as "Town", and Fayette County, Tennessee, hereinafter referred to as "County".

APPROVED this day of 2001

DON SUNDQUIST, GOVERNOR

Pursuant to Article III, Section 18, of the Constitution of the State of Tennessee, the Governor had Senate Bill No. 1988 in his possession longer than ten (10) days, so therefore the bill becomes law without the Governor's signature.

1. **PURPOSE.** This Agreement is for the Town to provide space and facilities at the old Methodist-Fayette Hospital for use by the University of Tennessee-Martin in exchange for the County providing financial assistance toward renovation under the following terms.

2. **TERM.** The term of this Agreement shall be four (4) years, beginning on March 1, 2017.

3. **CONSIDERATION.** For and in consideration of the services to be provided hereunder by Town to County, County shall pay Town One Hundred Thousand Dollars the first year and Fifty Thousand dollars (\$50,000) per year for Three (3) years.

4. **PAYMENT.** County shall pay Town on an annual basis with each payment being due April 1st of each year, beginning April 1, 2017, and ending April 1, 2020.

5. **OVERSIGHT AND EVALUATION.** Provided there is no termination as set forth in paragraph 6 hereinbelow, Town will coordinate with County to annually report in January of each year during the term of this Agreement the status and activity of the University of Tennessee-Martin's Somerville campus.

6. **TERMINATION.** This agreement shall continue for the full term of five years, with neither party being able to terminate the agreement, with the exception that should Town terminate the agreement with the University of Tennessee-Martin for use of the Methodist-Fayette Hospital as a campus, then County shall be released from making any further payments.

7. **SCOPE.** This writing is intended to incorporate the entire agreement of the parties relating to the subject matter hereof. There are no prior or contemporaneous agreements, written or oral, which relate to the subject matter hereof, or which modify any of the terms of this writing. This writing supersedes all prior negotiations or agreements. This Agreement may not be amended, modified or changed in any respect except in writing signed by both parties and approved by the respective governing bodies of both parties.

8. **INDEMNIFICATION.** The parties agree that County does not assume any other obligation or responsibility for the project. In the event that a court of competent jurisdiction should determine that County does have an obligation, then Town will indemnify County for all costs.

9. **EXCLUSIVITY.** The parties agree that this is not an exclusive agreement. Town may enter into similar agreements with other entities; provided that Town must at all times fulfill the obligations and duties and meet the standards established in this Agreement.

10. **SEVERABILITY.** The provisions of this Agreement are severable. If an article, sentence, clause or phrase shall be adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and

year first above written.

TOWN:

TOWN OF SOMERVILLE, TENNESSEE

By: _____ Date _____
Mayor

Attest:

_____ Date _____
City Recorder

COUNTY:

FAYETTE COUNTY, TENNESSEE

By: _____ Date _____
County Mayor

Attest:

_____ Date _____
County Clerk

Commissioner German moved to approve the following resolution showing the payment schedule for the Interlocal funding resolution with the City of Somerville for the UTM campus. The motion was seconded by Commissioner Dacus and passed

unanimously.

10.3.6.13.1

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 24th day of January, 2017, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

**COUNTY GENERAL FUND
BUDGET AMENDMENT
F/Y 16/17
January, 2017**

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<u>58500 Contributions to Other Agencies</u>		
309 Contracts w/ Other Government Agencies		<u>\$ 50,000.00</u>
Subtotal-58500		\$ 50,000.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$25,000.00
Prior Estimated Expenditures		\$ 16,901,506.29
Total Estimated Expenditures this Amendment		\$ 16,951,506.29
Projected Fund Balance before Amendment		\$ 4,227,437.35
Change in Fund Balance this Amendment		(\$ 50,000.00)
Estimated Ending Fund Balance as of June 30, 2017		\$ 4,177,437.35

Commissioner German moved to allow the Mayor to apply for a Clean Tennessee Energy Grant from the Tennessee Department of Environment and Conservation. The

grant requires a 50 per cent match and the amount can range from \$5000 minimum to \$250,000 maximum and can be used for energy conservation such as lighting, HVAC improvements, improved fuel efficiency, insulation, idling minimization, etc. The pre-proposal package must be at Tennessee Tower by 4:30 P.M. on February 28, 2017. The motion was seconded by Commissioner Farley and passed unanimously.

10.3.6.14



Clean Tennessee Energy Grant Program

Pre-Proposal Application Manual 6th Round

Prepared by:
Tennessee Department of Environment and Conservation
The Office of Sustainable Practices
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 2nd Floor
Nashville, TN 37243

Clean Tennessee Energy Grant Program

Overview

BACKGROUND:

In 2011, Tennessee and other states were parties to a federal court settlement of an enforcement action under the federal Clean Air Act that resulted in a consent decree with the Tennessee Valley Authority (TVA). A part of the consent decree obligates TVA to provide Tennessee \$26.4 million to fund environmental mitigation projects in participating states. The Tennessee Department of Environment and Conservation (TDEC) is designated by the Governor as the lead state agency to develop and manage a process for selection and implementation of the environmental mitigation projects for Tennessee. The initial grant program was approved for 5 rounds. Based on a review of remaining funding, TDEC and the Office of Sustainable Practices were approved to support a 6th and final grant round. Please take note of the revision in eligibility criteria and requirements for this round of funding.

PURPOSE OF THE CLEAN TENNESSEE ENERGY GRANT PROGRAM:

The purpose of the Clean Tennessee Energy Grant Program is to select and fund projects that best result in a reduction of emissions and pollutants identified below. The Clean Tennessee Energy Program provides financial assistance to municipal government, county government, utility districts, and other entities created by statute (e.g. airport authority, housing authority) in Tennessee to purchase, install, and construct energy projects that fit into one of the following eligible project categories:

1. **Cleaner Alternative Energy:** biomass, geothermal, solar, wind, etc.
2. **Energy Conservation:** Lighting, HVAC* improvements, improved fuel efficiency, insulation, idling minimization, etc.
3. **Air Quality Improvement:** GHG, SO₂, VOC's, NO_x, HAP's

Note: Multiple projects spanning more than one category are encouraged.

*HVAC units must meet a 16 Seasonal Energy Efficiency Ratio (SEER) rating or better.

Deadline to Submit

GRANT APPLICATION TIMING AND DELIVERY:

The original signed pre-proposal package must be physically at Tennessee Tower – address on page 8- by 4:30 pm, CST, February 28, 2017. Acceptable delivery methods include: mail, express delivery service, or hand delivery. Electronic or duplicate applications will not be accepted. The pre-proposal must be signed by the Elected Official (Mayor, City Administrator, County Executive, etc.) and any project partner(s), if applicable. Awards for this grant cycle are at the discretion of the Commissioner and the Governor.

GRANT TIMELINE:

The anticipated timeline for this grant round is as follows:

February 28, 2017: Pre-Proposal submission deadline

March 24, 2017: Full proposals (by invitation only) contacted for additional items

April 21, 2017: Full proposal supplemental information submission deadline

Fall of 2017: Announcement of Recipients



Eligibility

Municipal governments, County governments, utility districts, and other entities created by statute (e.g. airport authority) in Tennessee, are eligible to apply for grant funding from the Clean Tennessee Energy Grant Program. Preference will be given to Distressed Counties, as identified below, by the Tennessee Department of Economic and Community Development, and counties that have not previously received Clean Tennessee Energy Grant Funding. Additionally, projects must have a simple payback of less than 10 years on the entire project budget.

**Indicates coverage in both eligibility categories.

Distressed Counties		
East Tennessee	Middle Tennessee	West Tennessee
Bledsoe	Fentress	Hardeman
Campbell	Grundy	Haywood**
Claiborne	Perry**	Lake**
Cocke**	Van Buren	Lauderdale
Hancock**	Wayne	McNairy**
Scott		
Union**		

Unfunded Counties		
East Tennessee	Middle Tennessee	West Tennessee
Cocke**	Bedford	Chester
Grainger	Benton	Crockett
Hancock**	Dekalb	Decatur
Johnson	Franklin	Fayette
Marion	Giles	Haywood**
Meigs	Houston	Henry
Rhea	Humphreys	Lake**
Union**	Jackson	McNairy**
	Lewis	Obion
	Lincoln	
	Macon	
	Marshall	
	Moore	
	Perry**	
	Robertson	
	Sequatchie	
	Smith	
	Trousdale	
	Weakley	
	White	

PROJECTS NOT ELIGIBLE:

- Energy Audits (but may be used as match)
 - Any project that has already commenced (i.e. began work, broke ground, etc.)
 - Auxiliary Power Units (APU's) and Automated Meter Reading
 - Outdoor lighting and traffic lights
- * By signing the Application, the Applicant certifies that he/she along with any other officers, directors, owners, partners, employees, or agents is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for an award by any State or Federal agency. This is in accordance with Federal Acquisition regulation 52.209-5.

Funding

GRANT REQUESTS AND MATCHING THE GRANT:

The applicant must select a match percentage. The minimum grant request is \$5,000 and the maximum grant request is \$250,000. The applicant must specify the match percentage as one of the following:

- 50% Grant / 50% Match or better
- Higher matches receive greater consideration

Match may be satisfied by in kind contributions. This may include volunteer labor*, materials, equipment, and others approved by TDEC. Professional fees shall count towards matching funds from grantee only and not towards the grant funding portion. Grant administration costs are not reimbursable.

*Volunteer labor can include minimum wage or higher for skilled laborers

- The Department may terminate and cancel this Grant Program at any time. If for any reason the funds from the TVA Consent Decree become unavailable, the Department may cancel the Contract and not be obliged to make any payments under the Contract after the termination date. In such a case, the Department will give the Applicant 30 days written notice.



Format and Checklist

PRE-PROPOSAL CONTENT/REQUIREMENTS:

Applicants must complete and provide the items listed below in their grant request. Details for completing the items below are provided in this grant manual.

All applicants are required to submit a proposal. As part of your proposal you will be asked to submit the following:

1. Clean Tennessee Energy Grant Program Application:
 - o **2 page maximum**
 - o Provided by TDEC via fillable PDF form.
2. Project Pre-Proposal:
 - o **5 Page Maximum Narrative**
 - o Using the Selection Criteria (1-9 on page 6 of this document), the applicant should provide a detailed narrative. If there are more than 5 pages for the selection criteria narrative, it will not be reviewed.
 - o The pages must be letter-sized (8 ½ X 11 inches); double sided; recommended font size is no smaller than 10 point with 1-inch margin. All items submitted should be paper clipped only.
3. Budget /Budget Justification (Use Attachment 2):
 - o **2 Pages Maximum**
 - o In addition to completing the budget page (one page), the applicant will provide a budget justification, to describe various line-items (one page).
 - o A completed Detailed Budget (Attachment 2). Each item of the budget form is to be addressed; marked with zero if not applicable. Additional budget lines may be added to the form as required to characterize the project.
4. Appendices (If necessary):
 - o **No Page Limit**; please only include relevant documentation.
 - o If appendices (letters of support, supporting documents, etc.) are needed, these pages are not included in the page amounts identified above.
 - o Letters of support must be submitted by the deadline and are not included in the page limit.

FULL PROPOSAL (BY INVITATION ONLY):

A limited number of pre-proposal applicants will be invited to submit a full proposal to elaborate on their work for a second stage of review. The following information summarizes all of the requirements for this expanded portion:

The following information summarizes all of the requirements for this expanded portion:

1. **Estimate of reductions and or air emissions:**
(All full proposals must have a Tennessee Professional Engineer Stamp)
All full proposals must provide metrics by responding to the following series of questions within your project proposal:



1. Will this project decrease electricity consumption (measured in kilowatt hours (kWh) or natural gas usage (measured in therms) used on an annual basis?
 - a. If applicable, provide an annual estimate of the energy to be saved?
2. Based upon the estimated annual energy to be saved, use the following emissions reduction calculator for all projects:

<http://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>

If emissions reductions are from mechanisms other than reduction in use of electricity provide calculation to determine emissions reduction. The generic emissions reduction calculator is provided as a default method of calculation. Compare the emissions from the current utility bill for electricity to the projected decreased emissions resulting from the proposed grant project. The estimate of the reduction in energy consumption from the project must be certified by a licensed Tennessee professional engineer. This must be in the form of an official stamp. The calculation does not have to be certified.

NOTE:

- Each applicant is responsible for submitting all relevant, factual, and correct information with the application. This will enable the evaluator(s) the best review of the project application.
- Funding will be awarded to applications selected by the committee according to fund limitations and the merit of the applications. Applications may be partially funded based on an agreed revised scope and budget between the Applicant and the Department.
- Energy efficiency projects (windows, doors, insulation, HVAC, etc.) must comply with the 2006 International Energy Conservation Code or better in order to optimize environmental benefits and cost.
- If the entity is awarded Clean Tennessee Energy Grant funding, all grantees – with the exception of hybrid/electric vehicles projects – are required to use the US EPA Energy Star Portfolio Manager to provide benchmarking and energy savings metrics.



1. Will this project decrease electricity consumption (measured in kilowatt hours (kWh) or natural gas usage (measured in therms) used on an annual basis?
 - a. If applicable, provide an annual estimate of the energy to be saved?
2. Based upon the estimated annual energy to be saved, use the following emissions reduction calculator for all projects:
<http://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>

If emissions reductions are from mechanisms other than reduction in use of electricity provide calculation to determine emissions reduction. The generic emissions reduction calculator is provided as a default method of calculation. Compare the emissions from the current utility bill for electricity to the projected decreased emissions resulting from the proposed grant project. The estimate of the reduction in energy consumption from the project must be certified by a licensed Tennessee professional engineer. This must be in the form of an official stamp. The calculation does not have to be certified.

NOTE:

- Each applicant is responsible for submitting all relevant, factual, and correct information with the application. This will enable the evaluator(s) the best review of the project application.
- Funding will be awarded to applications selected by the committee according to fund limitations and the merit of the applications. Applications may be partially funded based on an agreed revised scope and budget between the Applicant and the Department.
- Energy efficiency projects (windows, doors, insulation, HVAC, etc.) must comply with the 2006 International Energy Conservation Code or better in order to optimize environmental benefits and cost.
- If the entity is awarded Clean Tennessee Energy Grant funding, all grantees – with the exception of hybrid/electric vehicles projects – are required to use the US EPA Energy Star Portfolio Manager to provide benchmarking and energy savings metrics.



Selection Criteria

PROPOSAL: Applicants must explain and answer each selection areas:	
1. Efficiency Measurable/Payback	<ul style="list-style-type: none"> a) Savings – energy (kWh, therms, natural gas, gallons of gasoline, etc.) & monetary savings b) Eligible projects must have a simple payback of less than 10 years on the entire project budget
2. General Public Benefit	<ul style="list-style-type: none"> a) Immediate Results & Project Readiness b) Long Term Savings – energy & costs
3. Creative / New Technology	<ul style="list-style-type: none"> a) Unique & Emerging Technology b) Model for Future Projects c) Renewable Resources
4. Qualifications, Experience, Capabilities, and Scheduling	<ul style="list-style-type: none"> a) Relevant experience with the technology or process b) Strength of team assembled for project (including commitment of key participants) as evidenced by letters of commitment or support c) Schedule, milestones, and deliverables of project
5. Public Awareness/ Exposure	
6. Protection of Environment Resources	<ul style="list-style-type: none"> a) Utilizing existing resources – Example: landfill conversion to methane use b) Conservation c) Reduction in tons of Carbon Dioxide Equivalents
7. Air Quality	<ul style="list-style-type: none"> a) Overall emission reduction b) Non-Attainment area targeted c) Sensitive populations targeted
8. Ability to leverage(match) funding to enhance overall project objectives	<ul style="list-style-type: none"> • For purposes of evaluating the applications, the match may be satisfied by in kind contributions. This may include volunteer labor, materials, equipment, and others approved by TDEC. (Higher matches may receive greater consideration)
9. Estimate of reductions and or air emissions	<ul style="list-style-type: none"> • Must provide an estimated amount for the pollution projected or expected to be reduced by responding to the following series of questions within your project proposal: • Will this project decrease the amount of electricity (measured in kilowatt hours (kWh) or natural gas (measured in therms) used on an annual basis? <ul style="list-style-type: none"> • If so, provide an annual estimate of the energy to be saved? Use the following emissions reduction calculator for all projects: http://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator <p>If emission's reductions are from mechanisms other than reduction in use of electricity, provide calculation to determine emissions reduction. The generic emissions reduction calculator is provided as a default method of calculation.</p>

❖ Preference to be given to projects that use Tennessee installer and local purchase of equipment.



Frequently Asked Questions

1. *Reimbursement of Project Expenses*

Payment of project expenses takes place on a reimbursement basis. The Grantee must make payments for work actually completed or document in kind contribution, and then submit required invoice documentation to the TDEC for payment. TDEC will not pay project expenses for work that is performed prior to the date the grant term starts on the executed contract. If awarded, grantees must not begin work before receiving notification that the State has approved the grant contract.

Reimbursement invoices are to be submitted no more often than quarterly (except for the final reimbursement) and shall be submitted with the quarterly report. Payments will be made electronically through the Automated Clearing House (ACH). Grantees will be required to provide account information in order to receive a grant reimbursement.

2. *Can I use part of the funds for design expenses and grant administration?*

For state funded projects the grant funds may not be used for architecture and engineering services. Grant administration expenses will not be reimbursed.

3. *When can projects begin?*

Projects may begin after the Grantee has received an executed contract from the State. Any work performed prior to the begin date of the approved contract will not be reimbursed.

4. *How long will I have to complete the project?*

Grantees will have two years from the effective date of the project contract to complete the project. There will be no term extensions regardless of justification. Projects must be completed by the end date set out in the executed contract. Work performed after the executed contract date will not be reimbursable.

5. *What are the Grantee's post completion responsibilities to the proposed project?*

Grantees are responsible for the continued operations and maintenance of the project. Grantees must submit an annual report of energy conservation for five years following the project completion. The annual report template will be provided upon grant award.

6. *Does Davis Bacon Wages apply?*

The funding is not federal money so Davis Bacon does not apply. However, the state's prevailing wage act does apply.

Prevailing Wage Rates: All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated, Section 12-4-401 et seq.*

9

7. Are natural gas projects an applicable project?

CNG, LNG, and propane are not acceptable projects and will not be funded.

8. Do we need to have an engineer stamp on our proposal?

Yes, the applicant will need to have the estimates of reduction in energy consumption certified by a licensed Tennessee professional engineer. This must be in the form of an official stamp.

9. Are refuse truck projects eligible for this grant?

Yes.

10. If the building is in its design phase is the project eligible to apply?

Yes – if the project has not started. If the project has begun, then the project would not be eligible.

11. Can it be used for the purchase of electric/hybrid vehicles?

Yes.

12. Can applicants that have received funding in round one apply this year?

If an applicant has an open contract with the state from a previous grant round they cannot apply this round. If the applicant is physically complete for more than 30 days and has been approved as complete by the department then the applicant can apply this round.

13. Can we submit supplemental documents?

Supplemental documents can be submitted with the application. These do not have a page limit and should be limited to only materials that are relevant in support of the grant. Letters of recommendation/support can also be submitted and do not have a limit.

These documents must be submitted by the deadline date.

10



Clean Tennessee Energy Grant

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Commissioner German moved to allow the Mayor to apply for a grant for the Library and Archives Committees to purchase a microfilm reader. The grant is for \$8,180 and requires a 50 per cent match. The motion was seconded by Commissioner

Lilliard and passed unanimously.

10.3.6.15

Charles McNab

From: Tennessee Archives <TN-ARCHIVES@LISTSERV.TN.GOV> on behalf of Myers Brown <Myers.Brown@TN.GOV>
Sent: Tuesday, December 20, 2016 4:27 PM
To: TN-ARCHIVES@LISTSERV.TN.GOV
Subject: Microfilm Scanner Grant Program

Please see the brief announcement below and send your response to Myers.brown@tn.gov

The Tennessee State Library & Archives plans to offer one-time grants to assist libraries and archives in purchasing digital microfilm/microfiche readers and software. The grants will cover the following items:

1. S1 ViewScan III Microfilm reader/scanner (\$4,995)
 2. Software bundle for microfilm reader/scanner (\$2,485)
 3. Computer and monitor to run required software (\$700)
- Total Expense \$8,180

These grants will require a 50% match. Participating libraries and archives would have to provide \$4,090 in order to receive a grant of the same amount. The match funds can come from local government or from private sources. Other grant funds cannot be used as a match. A printer is optional and not included in the grant.

Grants would be issued in the spring of 2017. Purchases would have to be completed and invoices submitted by October 1, 2017.

Would your library or archive be interested and able to participate in this program? Please respond by email no later than January 9th. If you have any questions, feel free to contact us.

Thanks,

For Libraries: Jennifer Cowan Henderson
Jennifer.cowan-henderson@tn.gov
615-741-1923

For Archives: Myers Brown
myers.brown@tn.gov
615-253-3470

Thanks,

Myers Brown
Archivist, Archives Development Program
Tennessee State Library and Archives
Office of Tennessee Secretary of State Tre Hargett
403 7th Avenue North, Nashville, TN 37243
Phone: 615-253-3470
Email: Myers.Brown@tn.gov

This electronic mail may be subject to the Tennessee Public Records Act, Tenn. Code Ann. §10-7-503 *et seq.* Any reply to this email may also be subject to this act.

1
118 of 135

Commissioner German moved to approve the following Budget Amendment and Resolution to fund the Cypress Creek Study agreed to in a previous meeting. The motion was seconded by Commissioner Kelly and passed unanimously.

RESOLUTION OF PARTICIPATION WITH THE CYPRESS CREEK STUDY

WHEREAS, the Town of Oakland is conducting a study of a drainage basin known as the Cypress Creek; and

WHEREAS Cypress Creek affects both Fayette County's and Oakland's Planning Jurisdictions; and

WHEREAS, Fayette County has agreed previously to participate and contribute monetarily to a study of Cypress Creek up to a \$53,200;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Fayette County, Tennessee, meeting in regular session on this 24th day of January, 2017, that:

The Board of County Commissioners of Fayette County, Tennessee does authorize the participation of Fayette County in the Cypress Creek Study, and authorizes contribution of funds necessary, up to \$53,200.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY, TENNESSEE ON THIS 24TH DAY OF JANUARY, 2017.

APPROVED:

ATTESTED:

Rhea Taylor, County Mayor

Sue Culver, County Clerk

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 24th day of January, 2017, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 16/17 January, 2017

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
34710 Assigned for General Government	\$ 50,403.00	
Subtotal-34710	\$ 50,403.00	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	\$ 50,403.00	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
51710 Development		
106 Deputies	\$ 2,797.00	
310 Contracts w/ Other Public Agencies		\$ 53,200.00
Subtotal-51710	\$ 2,797.00	\$ 53,200.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ 2,797.00	\$ 53,200.00
Prior Estimated Expenditures		\$ 16,901,506.29
Total Estimated Expenditures this Amendment		\$ 16,951,909.29
Projected Fund Balance before Amendment		\$ 4,227,437.35
Change in Fund Balance this Amendment		\$ 0.00
Estimated Ending Fund Balance as of June 30, 2017		\$ 4,227,437.35

Commissioner Allen moved to approve the following Fiscal Strength and Efficient Government Fiscal Confirmation Letter Three Star Program requirements. The

motion was seconded by Commissioner Leggett and passed unanimously.

11.1

**Fiscal Strength and Efficient Government Fiscal Confirmation Letter
ThreeStar Program requirements**

This document confirms that Fayette County has taken the following actions in accordance with the requirements of the ThreeStar Program:

- The county mayor has reviewed with the county commission at an official meeting the county's debt management policy that is currently on file with the Comptroller of the Treasury Office. The purpose of this requirement is to ensure that local elected officials are aware and knowledgeable of the county's debt management policy.
- The county mayor and county commission acknowledge that an annual cash flow forecast must be prepared and submitted to the Comptroller prior to issuance of debt. The purpose of this requirement is to ensure elected officials are aware that prior to the issuance of debt the county must go through the process of assessing the county's cash flow. This is done to evaluate the county's finances and confirm that sufficient revenues are available to cover additional debt service associated with the proposed issuance of debt.

Debt Management Policy

This is an acknowledgement that the Debt Management Policy of Fayette County is on file with the Office of the Comptroller of the Treasury and was reviewed with the members of the Fayette County Commission present at the meeting held on the 24th day of January 2017.

___ Minutes of this meeting have been included as documentation of this agenda item.

Annual Cash Flow Forecast

This is an acknowledgement that prior to the issuance of debt an annual cash flow forecast was prepared for the appropriate fund and submitted to the Comptroller's office and was reviewed with the members of the Fayette County Commission present at the meeting held on the 24th day of January 2017.

___ Minutes of this meeting have been included as documentation of this agenda item.

Acknowledged this 25th day of January, 2017.

County Mayor/Executive Name

Signature

Commissioner Farley moved to approve the following "Resolution to Establish An Updated Occupational Safety and Health Program Plan, Devise Rules and Regulations, and to provide for A safety Director and The Implementation Of Such Program". The plan would be administered by Hunter Winfrey, the new EMA Director. The motion was seconded by Commissioner Reeves and passed unanimously.

RESOLUTION TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN

WHEREAS, In compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the Board of Fayette County Commissioners hereby updates the Occupational Safety and Health Program Plan for our employees.

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements.

NOW, THEREFORE,

SECTION 1. BE IT RESOLVED BY THE Board of Fayette County Commissioners that there be and is hereby amended as follows:

TITLE:

This section shall be known as "The Occupational Safety and Health Program Plan" for the employees of Fayette County.

PURPOSE:

The Board of Fayette County Commissioners in electing to update the established Program Plan will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

- 1) Provide a safe and healthful place and condition of employment that includes:
 - a) Top Management Commitment and Employee Involvement;
 - b) Continually analyze the worksite to identify all hazards and potential hazards;
 - c) Develop and maintain methods for preventing or controlling the existing or potential hazards; and
 - d) Train managers, supervisors, and employees to understand and deal with worksite hazards.
- 2) Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees.
- 3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- 4) Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.
- 5) Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.
- 6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.
- 7) Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards, and provide for education and notification of all employees of the existence of this Program Plan.

COVERAGE:

The provisions of the Occupational Safety and Health Program Plan for the employees of Fayette County shall apply to all employees of each administrative department, commission, board, division, or other agency whether part-time or full-time, seasonal or permanent.

STANDARDS AUTHORIZED:

The Occupational Safety and Health standards adopted by the Board of Fayette County Commission are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (TCA Title 50, Chapter 3).

VARIANCES FROM STANDARDS AUTHORIZED:

Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, we may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by TCA, Title 50. Prior to requesting such temporary variance, we will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

ADMINISTRATION:

For the purposes of this resolution, Hunter Winfrey is designated as the Safety Director of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Safety Director shall develop a plan of operation for the Program Plan in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by TCA, Title 50.

FUNDING THE PROGRAM PLAN:

Sufficient funds for administering and staffing the Program Plan pursuant to this resolution shall be made available as authorized by the Board of Fayette County Commission.

SEVERABILITY:

SECTION 2. BE IT FURTHER RESOLVED that if any section, sub-section, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

AMENDMENTS, ETC:

SECTION 3. BE IT FURTHER RESOLVED that this resolution shall take effect from and after the date it shall have been passed, properly signed, certified, and has met all other legal requirements, and as otherwise provided by law, the general welfare of the Fayette County requiring it.

Rhea Taylor, County Mayor

(Date)

Commissioner Allen moved to approve the following bid for re-paving the blacktop at the Airport, as recommended by A2H. The motion was seconded by

Commissioner Bunker and passed unanimously.



11.3

January 18, 2017

The Honorable Rhea "Skip" Taylor
Mayor
Fayette County
13095 N. Main Street
Somerville, TN 38068

RE: Pavement Rehabilitation
Fayette County Airport – Somerville, TN
TAD Project No: 24-555-0137-16

A2H #11435.02

Dear Mayor Taylor:

This is to inform you that the bids have been reviewed for completeness. We are recommending that **Standard Construction Company, Inc. of Germantown, TN**, be awarded the contract based upon the Bid Amount of **\$587,275.00**.

I am attaching the bid tabulation for your convenience.

Sincerely,

A2H, Inc.

A handwritten signature in black ink, appearing to read 'Jason Diltrich'.

Jason Diltrich, P.E.
Civil Engineer

Enclosure: Bid Tab

Cc: William B. Burney Jr., PE - TDOT Aeronautics
Standard Construction Company, Inc.
Lehman-Roberts Company

3009 DAVIES PLANTATION ROAD LAKELAND, TN 38002-1919 PHONE: 901.372.0404 FAX: 901.373.4002
WWW.A2H.COM

Chairman Taylor stated that the County has an agreement with Oakland regarding taking care of the Arlington Lagoon. In that agreement the City of Oakland was using some County equipment to maintain the Lagoon. The equipment has broken down and needs replacing at a cost of \$4000. Commissioner German moved to approve replacing

the equipment. The motion was seconded by Commissioner Farley and passed unanimously.

11.4

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 24th day of January, 2017, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

**COUNTY GENERAL FUND
BUDGET AMENDMENT
F/Y 16/17
January, 2017**

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
51800 <u>County Buildings</u>		
310 Contracts w/ Other Public Agencies		<u>\$ 4,000.00</u>
Subtotal-51800		\$ 4,000.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$4,000.00
Prior Estimated Expenditures		\$ 16,901,506.29
Total Estimated Expenditures this Amendment		\$ 16,905,506.29
Projected Fund Balance before Amendment		\$ 4,227,437.35
Change in Fund Balance this Amendment		(\$ 4,000.00)
Estimated Ending Fund Balance as of June 30, 2017		\$ 4,223,437.35

Chairman Taylor stated that Secretary of State Tre Hargett will be in town on Friday to award the grants to the Archives and to the Library, and he invited everyone to attend the ceremonies at 11:00 and 11:30 respectively.

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

Rhea Taylor, County Mayor

ATTEST:

Sue Culver, County Clerk

APPLICATION FOR PROPERTY RECLASSIFICATION UNDER THE ZONING RESOLUTION OF FAYETTE COUNTY, TENNESSEE

APPLICANT: Veronica Houston Phone: 901-649-9506

Mailing Address: 2450 Hwy 57 Collierville, TN 38017

Location of property: SOUTH SIDE OF ROUTE 193

Acreage: 6.70 Tax Map: 126 Parcel: 15.01 Civil District: 11

Present Zoning Classification: I-1 LIGHT INDUSTRIAL

Proposed Zoning Classification: R-1 RURAL RESIDENTIAL

REASON(S) FOR REQUEST & EXACT DESCRIPTION OF INTENDED USE OF SITE:

TO ESTABLISH A DOUBLE-WIDE MANUFACTURED HOME RESIDENCE

I hereby certify that the statements made by me herein and the maps and other accompanying data submitted herewith are true and correct.

Veronica Houston
Signature of Applicant/Applicant's Agent

10-31-16
Date

SAUNDERS & ARCHER

ATTORNEYS AT LAW

JOHN S. WILDER, SR. (1921-2010)
LEE S. SAUNDERS
JOSEPH W. ARCHER†

†RULE 31 LISTED MEDIATOR

AN ASSOCIATION OF ATTORNEYS
NOT A PARTNERSHIP

108 EAST COURT SQUARE
SOMERVILLE, TENNESSEE 38068
(901) 465-3616
FAX: (901) 465-6086

Writers E-Mail Address:
lcesaunderlaw@comcast.net

January 13, 2017

Mr. John Pitner, Director
Fayette County Office of Planning and Development
16265 Highway 64
Somerville, TN 38068

RE: Veronica Houston
Rezoning Application
I-L Industrial to R-1 Rural Residential

Dear John:

At your earliest convenience I would like to meet with you regarding the above referenced matter. It appears that the rezoning application process got interrupted at the development committee meeting on January 9, 2017 due to a misunderstanding about whether Veronica Houston is the true owner of the subject property.

I represent Veronica Houston, the applicant, who owns the subject property. She inherited the subject property from her father, Hezekiah Boyd via Mr. Boyd's Last Will and Testament which named Veronica Houston as the sole beneficiary of the subject property (see Will attached as Exhibit "A") As the attorney, I handled the probate proceedings which began on August 23, 2011 and were completed on June 14, 2012. Attached hereto as Exhibit "B" is the Final Order closing probate administration of the will attached as Exhibit A . No one appeared in Probate Court to object to the Will being probated for any reason. No third-party filed an action in court to contest the Will. The two-year statute of limitations period during which any third parties could have contested the Will expired over three years ago on August 23, 2013. Therefore, no third party has the legal potential for gaining ownership in the future, jointly or otherwise. My client, Veronica Houston, is the sole owner in fee simple absolute and is the only person with standing to apply for the rezoning of the subject property.

More importantly, Demetra Scruggs, my client's half-sister, who objected to the rezoning at the planning commission meeting on December 12, 2016 has no ownership in and is not effected by rezoning the subject property. She lives in Horn Lake, Mississippi. She owns no property adjacent to or near the subject property and is in no way potentially adversely affected by the requested rezoning. Fortunately the planning commission voted to recommend rezoning,

apparently recognizing that Ms. Scruggs had no standing to object to the rezoning. Unfortunately, the process got derailed in the development committee meeting when members were unaware that Mr. Boyd's will had been probated and that Veronica Houston owned the subject property by inheritance via his will.

I trust that the above information is sufficient to correct the record and enables you to proceed with the application for rezoning that was already approved by the planning commission without my client having to restart the application process. If you need additional information please advise and I will supply same if I can.

Thank you for your assistance.

Very truly yours,

Saunders & Archer

A handwritten signature in black ink, appearing to read "Lee S. Saunders", written in a cursive style.

Lee S. Saunders

LSS/sng

cc: Veronica Houston

**FAYETTE COUNTY CHANCERY COURT
16755 HWY 64
P. O. BOX 220
SOMERVILLE, TENNESSEE 38068**

**Chancellor Martha B. Brasfield
Chancellor William C. Cole
Clerk and Master, Vip D. Lewis**

**Phone: (901) 465-5219
Fax: (901) 465-5217**

FAYETTE COUNTY }
TENNESSEE }

**I, VIP D. LEWIS, CLERK & MASTER, CHANCERY COURT OF FAYETTE COUNTY
TENNESSEE, AND FOR THE TWENTY-FIFTH JUDICIAL DISTRICT OF TENNESSEE
HEREBY certify the foregoing 2 pages contain a full, true and correct copy of:
Last Will and Testament as the same appears of record in my office, and found in
an action styled:**

**The Estate of : Hezekiah Boyd
Docket No. PR-652
Case Number: 24CH1-2011-PR-652**

**IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of said court,
at my office in Somerville, Fayette County, Tennessee this 11th day of January, 2017.**



VIP D. LEWIS, CLERK & MASTER



LAST WILL AND TESTAMENT

I, Hezekiah Boyd, being of full age and sound mind and memory, do make, publish and declare this to be my Last Will and Testament, hereby revoking and annulling any and all Last Will and Testaments or Codicils at any time heretofore made by me.

ITEM I

I direct that all my just debts, secured and unsecured, be paid as soon as reasonable after my death, provided, however, I direct that my Executor may cause any debt to be carried, renewed and refinanced for its repayment as my Executor may deem advisable taking into consideration the best interest of the beneficiaries hereunder.

ITEM II

All of the rest and residue of my property, real and personal, of every kind and description and wheresoever situate, which I may own or have the right to dispose of at the time of my death, which includes the land of 6.7 acres located on Hwy 193 in Fayette County, TN; I give, devise, and bequeath to my daughter, Veronica Houston with the exception of the items within "The Stamping Plant" which is located on Hwy 193, in which I give, devise and bequeath to my sister, Ethel M. Boyd.

Should my daughter die before me, then I give, devise and bequeath the said property to my daughter, Angela Y Nelson as substitute beneficiary.

ITEM III

I direct that my Executor and beneficiaries abide by any written statement or list by me directing the disposition of tangible personal property not specifically disposed of by this Last Will and Testament. This directive is mandatory to the extent allowed by law.

ITEM IV

The word Executor means the same as Administrator, Executrix or Personal Representative and refers to the person who is to administer my estate and carry out the terms of this Last Will and Testament. I hereby name, constitute and appoint Veronica Houston as my Executor and direct that my Executor shall serve without bond. Should my Executor be unable or unwilling to serve or continue to serve, then I hereby name, constitute and appoint Angela Y. Nelson as Successor or Substitute Executor. Whenever the word Executor is used in this Last Will and Testament, it shall be taken to include both the singular and plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Executor named herein and to any successor or substitute. Any successor or substitute Executor shall possess all the rights, powers and duties authority and responsibility conferred upon my Executor named herein.

ITEM V

If any beneficiary and I should die under such circumstances as would render it doubtful whether the beneficiary or I died first, then it shall be conclusively presumed for the purposes of this, my Last Will and Testament that said beneficiary predeceased me.

Testator: X



Boyd

Witness Initials: _____



EXECUTION

I, Hezekiah Boyd, the Testator, sign my name to this instrument this (date) 5/26/2011, and being first duly sworn, do hereby declare to the undersigned witnesses and notary public that I sign and execute this instrument as my Last Will and Testament and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Testator's Signature:

X *Hezekiah Boyd*

We, the witnesses signed below, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned notary public that the Testator signs and executes this instrument as Testator's Last Will and Testament and the Testator signs it willingly, and that each of us, in the presences and hearing of the Testator, hereby signs this Last Will and Testament as witnesses to the Testator's signing, and that to the best of my knowledge, the Testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Witnesses Signatures:

Witnesses Addresses

X *[Signature]*

of 913 COLGATE RD 38106

X *[Signature]*

of 67 Echo Ct. Coll. TN 38017

X *[Signature]*

of 4504 Stony Point Dr. M. TN 38141

State of TN

County of Shelby

Subscribed, sworn to and acknowledged before me by the Testator, and subscribed and sworn to before me by the witnesses, this May 26, 2011.

Notary Public for

[Signature]
SEAL

My Commission Expires:

MY COMMISSION EXPIRES:
September 15, 2012



Testator: X *H Boyd*

Witness Initials: *[Initials]*

IN THE PROBATE COURT OF FAYETTE COUNTY, TENNESSEE

IN THE MATTER OF
HEXEKIAH BOYD, DECEASED

NO. PR-652

VERONICA HOUSTON,

PETITIONER.

ORDER ON PETITION TO CLOSE PROBATE ADMINISTRATION AND
DISCHARGE EXECUTRIX

This cause came on to be heard on the 14th day of June, 2012 before the Honorable Chancellor upon the Petition of Veronica Houston, Executrix, to Close Probate Administration and Discharge Executrix of the Estate of Hezekiah Boyd, deceased, and;

IT APPEARING TO THE COURT IT APPEARING TO THE COURT from the sworn Petition to Close Probate Administration and Discharge Executrix and exhibits attached thereto that said Estate has been fully and properly administered; that the Petitioner has paid or settled all claims that were lawfully presented and the written satisfaction is attached or filed in this cause; that the Petitioner has paid or has set aside funds to pay all expenses of administration, including bond premiums and court costs; that consistent with all the requirements of Tenn. Code Ann. Sec. 30-2-306 the Petitioner has mailed or delivered a copy of the published notice of the requirement to file claims to the creditors of the decedent who were known to or reasonably ascertainable by the Petitioner; that the Petitioner has filed in this cause the Waiver of Inventory executed by each beneficiary by which they excuse the Executor of the Estate from the requirement of making and filing an inventory of the Estate pursuant to Tenn. Code Ann. Sec. 30-2-301; that the Petitioner has filed in this cause the non-taxable certificate from the Tennessee Department of Revenue

ENTERED PROBATE BOOK 13 PAGE 706

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evidencing that no Tennessee Inheritance and/or Estate tax is due from the Estate; that the Petitioner has filed in this cause the Release from the Tennessee Bureau of TennCare, Estate Recovery Unit, evidencing that no long term medical assistance benefits were paid by the State of Tennessee on behalf of the Decedent; that the Petitioner has complied the Tenn. Code Ann. Sec. 30-2-301, by furnishing a copy of the Will to the legatees and/or devisees under the Will; that no beneficiary under the Will is under a disability; that the Petitioner has distributed the Estate according to the Will, and has obtained and filed Receipts and Waiver from each specific and residuary beneficiary in which each beneficiary acknowledges that the Estate has been properly distributed to him or her and that the beneficiary filed the statement in lieu of a more detailed accounting and in lieu filing a final settlement and of advertisement and notice of time and place of a hearing on the final settlement; that the Petitioner hereby waives her entitlement to an Executor's fee in this cause; and that the Petitioner has filed in this cause the Affidavit and Agreement as to Attorney's Fees executed by each Beneficiary, agreeing that \$6,000.00 is a fair and reasonable attorney fee to be approved for Lee S. Saunders, Attorney, for his services to the Estate.

IT FURTHER APPEARING TO THE COURT that the Petitioner should be discharged as Personal Representative and that Petitioner should be released and discharged from further liability.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. That the Probate Administration be closed and the Petitioner be and is hereby discharged as Executrix of the Estate of Hezekiah Boyd, deceased, and released and discharged from further liability.

Martin B. Brueggel
PROBATE JUDGE

APPROVED FOR ENTRY:

Lee S. Saunders

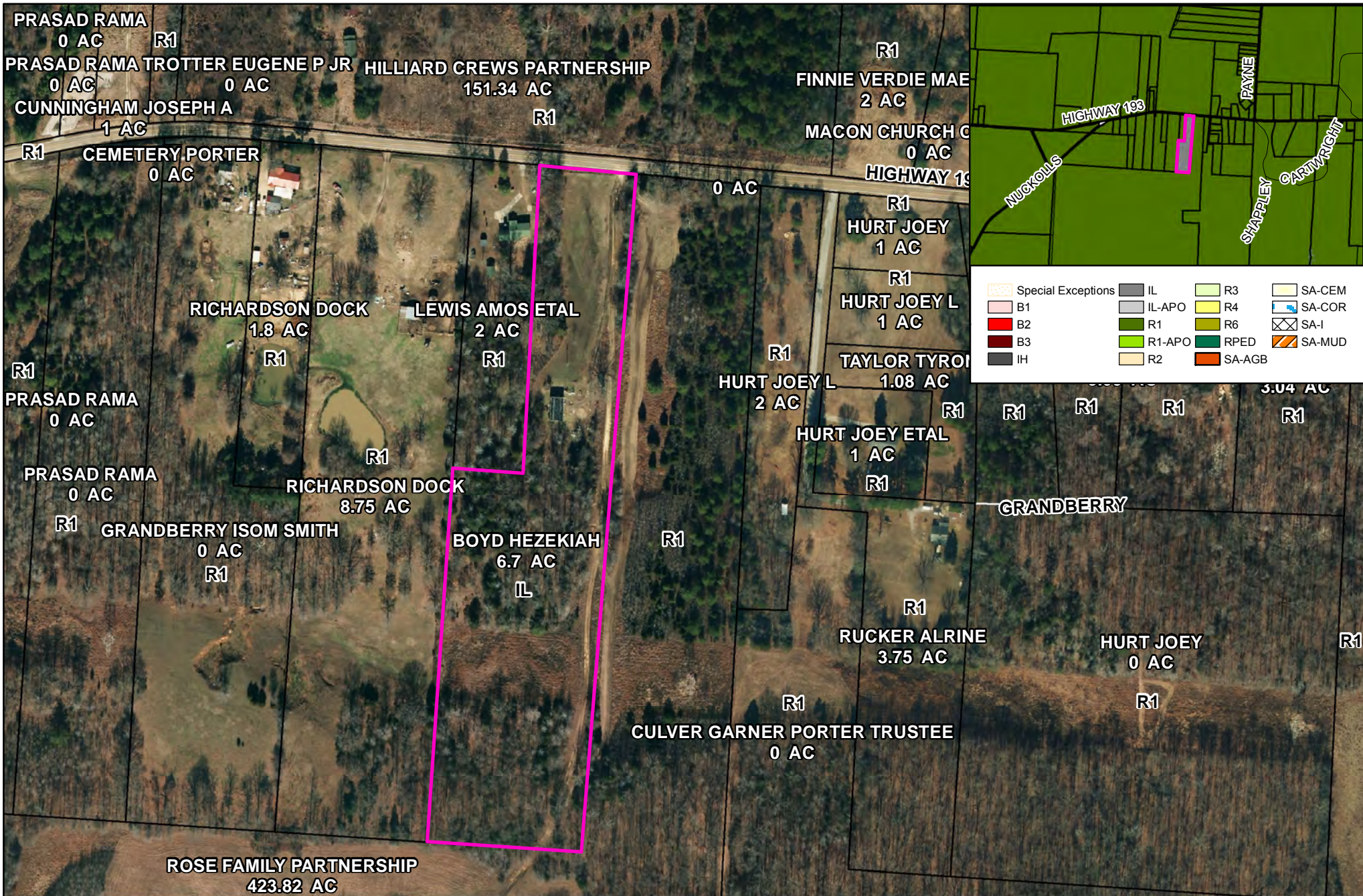
LEE S. SAUNDERS, BPR# 6382
ATTORNEY FOR PETITIONER
108 East Court Square
Somerville, TN 38068
(901) 465-3616

Filed & Entered

JUN 14 2012
Vip D. Lewis
Clerk, Deputy Clerk

ATTEST: A TRUE COPY

Vip D. Lewis
Clerk & Master



	Special Exceptions		IL		R3		SA-CEM
	B1		IL-APO		R4		SA-COR
	B2		R1		R6		SA-I
	B3		R1-APO		RPED		SA-MUD
	IH		R2		SA-AGB		

	Subject Tract	Flood Zone	
	Parcels		500 year
	County		100 year A
	Zoning15		100 year AE
			FLOODWAY



FAYETTE COUNTY



Property Attribute Map



Map created by the Fayette County Planning and Development Office
 For Mapping Purposes only. NOT to engineering scale.
 Date: 12/2/2016
 Data believed to be accurate when entered on the map.
 Contact local jurisdiction for corporate limits.
 Coordinate System: NAD 1983 StatePlane Tennessee FIPS #1100 Feet
 Projection: Lambert Conformal Conic
 Datum: North American 1983
 False Easting: 1,968,500.0000
 False Northing: 0.0000
 Central Meridian: -86.0000
 Standard Parallel 1: 35.2500
 Standard Parallel 2: 36.4167
 Latitude Of Origin: 34.3333
 Units: Foot US

STAFF REPORT TO THE
FAYETTE COUNTY REGIONAL PLANNING COMMISSION
MEETING OF DECEMBER 12, 2016

**3.A Rezoning Request – I-L Light Industrial to R-1 Rural Residential in Civil District 11 –
Veronica Houston, Applicant**

This request presents no occasion for extensive review. The rezoning of this site to “Industrial” in 1971 was a pure “spot zoning” and this application will correct it. It should be approved.

A RESOLUTION TO AMEND THE FAYETTE COUNTY ZONING RESOLUTION TO CORRECT A SECTION-TO-SECTION REFERENCE ERROR AND TO ESTABLISH PROVISIONS GOVERNING SOLAR PHOTOVOLTAIC FACILITIES AS A SPECIAL EXCEPTION LAND USE

WHEREAS, pursuant to Tennessee Code Annotated Sections 13-7-101 and 13-7-102 the Fayette County Board of Commissioners has adopted a Zoning Resolution and Zoning Map for Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 the Fayette County Board of Commissioners is empowered to amend the number, shape, boundary, area, or any regulation of or within any district or districts or any other provision of the zoning resolution; and

WHEREAS, pursuant to Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendment by the Fayette County Regional Planning Commission on January 23, 2017, the time and place of which was published with at least five (5) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 and Article IV of the Fayette County Zoning Resolution a public hearing was held before the Fayette County Board of Commissioners on February 28, 2017, the time and place of which was published with at least fifteen (15) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS, IN REGULAR SESSION ASSEMBLED THIS 28th DAY OF FEBRUARY, 2017:

SECTION 1. That in Section 11, "Signs," of "Article V – General Provisions," there be revised Section 11.1, which reads: "No sign shall be sited in any residential district except as provided in Section 2.1.1.1, 3.1.1.1 or 3.2.1.1 of Article VII, provided that this section shall not apply to any on-site construction sign or to any locational real estate sale or yard sale sign or to any sign referring solely to a use permitted in all districts or to any sign provided for by Section 1.5 of Article VIII."

To read: "No sign shall be sited in any residential district except as provided in Section 2.1.1.1, 3.1.1.1 or 3.2.1.1 of Article VII, provided that this section shall not apply to any on-site construction sign or to any locational real estate sale or yard sale sign or to any sign referring solely to a use permitted in all districts or to any sign provided for by Section 1.6 of Article VIII."

SECTION 2. That in "Article V – General Provisions," there be renumbered Sections 13, 14, 15, and 16, respectively "Flag Lots of Record," "Location of Buildings," "Provisions Governing On-Site Subsurface Sewage Disposal Systems, and "Drainage Detention Basins" as Sections 14, 15, 16, and 17, respectively.

SECTION 3. That there be inserted into "Article V – General Provisions," the following new provision:

Section 13 Solar Photovoltaic Facilities.

- 13.1 Procedure: A Solar Photovoltaic Facility shall be a use permitted as a special exception as provided hereinbelow. To assure the fullest possible possession of all facts relevant to the location and design of a prospective solar photovoltaic facility, as well as to prevent a premature or even needless expenditure of public resources, a five-step sequential procedure including two (2) System Impact Studies shall govern review and construction of any solar photovoltaic facility of more than fifty (50) kilowatts, as follows:
- 13.1.1 Distributor Study. The applicant at his expense shall obtain a first System Impact Study from the local electric distributor whose system the proposed solar photovoltaic facility will access, elaborating the distributor's requirements for the electrical power generated by the facility to be conveyed into its electrical grid and concluding that the facility will not impose new costs on the distributor's current customers. The Board of Appeals may require documentation that

issues surfaced in the local electric distributor's System Impact Study have been resolved as part of the board's Location Review specified in Section 13.1.2.

- 13.1.2 Facility Location Review. The proposed site as delineated with reasonable precision shall undergo evaluation of its location by the Board of Appeals to determine whether the "Facility Location Standards" of Sections 13.2 and 13.4 will be satisfied. This review shall be a public hearing and shall incorporate the same hearing procedures as govern other special exception applications before the board. Should the Board of Appeals determine the location criteria are not satisfied it shall disapprove the proposed location. Should the Board of Appeals determine the location criteria are satisfied it shall approve the proposed location pending design approval and indicate any special provisions it requires be incorporated into the site design or concerns the design must address, provided such specification at that time shall not bar the Board of Appeals from later specifying additional design requirements or operational stipulations that were reasonably unforeseen as needed on initial review of the facility. Once location approval is obtained from the Board of Appeals all future evaluation by the Board of Appeals shall be limited to how the facility will be designed and not whether it may occur, provided that following location approval there is no alteration of topography or removal of land cover at the site. Location approval shall lapse after a period of three (3) years unless the Board of Appeals shall vote to extend it, with the duration of the extension to be as specified in the adopted motion, and should the Board of Appeals not vote to extend location approval the site may be resubmitted for Location Review after a lapse of one (1) year under the same procedures as governed the original application. For the duration there remains in effect location approval for a solar photovoltaic facility, the building commissioner shall notify any person applying for a building permit to erect or place a home within five hundred (500) feet of the site that the facility is pending. Notwithstanding any policy of the Board of Appeals, once location approval is granted no reconsideration of such approval may occur except on the building commissioner's written recommendation citing just cause, or because there has occurred alteration of topography or removal of land cover at the site.
- 13.1.3 TVA Study. The Applicant at his expense shall obtain a second System Impact Study from the Tennessee Valley Authority (TVA), elaborating TVA's requirements for the electrical power generated by the facility to be conveyed into its electrical grid. The Board of Appeals may require documentation that issues surfaced in the TVA System Impact Study have been resolved as part of its Design Review.
- 13.1.4 Facility Design Review. The proposed facility shall undergo evaluation of its design by the Board of Appeals both to determine whether the "Facility Design Standards" of Section 13.3 and 13.4 will be satisfied and whether the site as designed will be adequately buffered from view by current or reasonably foreseeable neighboring homesteads. This evaluation will be a public hearing and shall incorporate the same hearing procedures as govern other special exception applications before the board, except the public comment and discussion may address only matters of design. The Board of Appeals may revise and supplement design requirements at any time prior to final design approval, which notwithstanding any policy of the Board of Appeals shall be considered as granted ninety days after the Board of Appeals shall have first considered the site design unless before expiration of that duration the Board of Appeals shall have disapproved the site design. Site design approval shall lapse after a period of three (3) years unless the Board of Appeals shall vote to extend it, which duration of extension shall be as specified in the adopted motion. Should the Board of Appeals not vote to extend location approval the site may be resubmitted for Design Review after a lapse of one (1) year under the same procedures as governed the original application. For the duration there remains in effect design approval for a solar photovoltaic facility, the building commissioner shall notify any person applying for a building permit to erect or place a home within five hundred (500) feet of the site that the facility is pending. Notwithstanding any policy of the Board of Appeals, once design approval is granted no reconsideration of such approval may occur except on the building commissioner's written recommendation citing just cause, or because there has occurred alteration of topography or removal of land cover at the

- site.
- 13.1.5 Construction. No building permit at the site for any component of the solar photovoltaic facility shall issue prior to final design approval, and neither shall any certificate of occupancy be issued nor any generation of electricity commence until all specifications of the site plan have been satisfied and any required financial assurances have been submitted in the form and manner specified by the building commissioner.
- 13.2 Facility Location Standards. The following criteria shall be applicable at the stage of Location Review:
- 13.2.1 The facility shall be located only within an area designated Rural by the Fayette County Growth Plan, provided this provision may be waived within a city's Urban Growth Boundary by the consent of the relevant city as expressed by a Resolution of its legislative body adopted after a public hearing advertised in a newspaper of local circulation at least fifteen (15) day prior to the hearing.
- 13.2.2 The facility shall not be located where there are existing underground utilities whether mains or service lines.
- 13.3 Facility Design Standards. The following criteria shall be applicable at the stage of Design Review:
- 13.3.1 The facility shall not install or cause the installation of any fill material in a floodplain.
- 13.3.2 All electrical interconnection and distribution lines within the facility shall be underground.
- 13.3.3 No structural component of the facility shall be more than 25 feet above natural grade.
- 13.3.4 Except where a greater distance is specified herein, all above-ground structural components of the facility minimally shall comply with the side and rear setbacks of the zoning district within which the facility is located, provided that the Board of Appeals may specify a wider setback where warranted by conditions of drainage or visibility.
- 13.3.5 The facility shall not occupy more than seventy-five (75) percent of the approved site location.
- 13.3.5 The Board of Appeals may specify areas of topography or land cover that the facility must preserve.
- 13.3.6 A facility operations and management plan shall be part of the site plan – including, but not limited to, provisions for fencing, lighting, grass-cutting, preservation of landscape screening, drainage, and access, along with such design data as the Board of Appeals may require – along with a statement satisfactory to the county attorney and executed by a duly empowered company officer acknowledging the company's agreement that any continuing or repeated failure to fully comply with the approved operations and maintenance arrangements will be sufficient legal grounds for Fayette County to compel complete cessation of the use.
- 13.3.7 Geometric and contextual data for the site design shall include state plane coordinates and otherwise shall be as specified by the building commissioner, with the Board of Appeals having prerogative to add but not subtract from the building commissioner's specifications.
- 13.3.8 No design of the facility or its site shall be approved by the Board of Appeals without a written declaration from both the local electric distributor whose system the proposed solar photovoltaic facility will access and the Tennessee Valley Authority that the proposed design does not incorporate any unsatisfactory element, provided that non-response by either authority beyond sixty (60) days after documented receipt of the design from the building

commissioner shall constitute satisfaction of this requirement.

- 13.3.9 If the facility has been approved for location within an Urban Growth Boundary, the building commissioner shall afford the city's Board of Mayor and Alderman an opportunity of not less than thirty (30) days duration to review and comment on the design.
- 13.3.10 Once approved, the site plan, including all documents as well as diagrams, shall be recorded in the Office of the Fayette County Register at the expense of the party seeking the special exception.
- 13.4 The following criteria shall be applicable at the stages of both Facility Location Review and Facility Design Review:
 - 13.4.1 The facility shall be located on a lot at least 150 acres in size and shall have not less than two (2) means of assured ingress/egress at least 200 feet apart at all points, which shall be constructed or improved as specified by the Board of Appeals.
 - 13.4.2 Topography and land cover shall lend itself to concealment of the facility, and no alteration or removal of such elements shall occur without approval of the Board of Appeals.
 - 13.4.3 No solar panels shall be installed within five hundred (500) feet of any existing livable dwelling unit, whether or not occupied, not owned by the owner of the lot on which the facility is located, provided this shall not govern in any way the location of a dwelling unit.
 - 13.4.4 No solar panels shall be located within five hundred (500) feet of the centerline of any State Road or Major County Road so designated by the map recorded at Plat Book 8, Page 46, in the Office of the Fayette County Register, provided the Board of Appeals may reduce this requirement to not less than one hundred (100) feet if natural or constructed topography and/or existing land cover will be adequate to fully screen the panels to the extent of five hundred (500) feet from centerline of the subject road.
- 13.5 The Board of Appeals shall require the approved facility design to include a written statement duly executed by the empowered party(s), running with the land, reciting the language of Sections 13.3.1, 13.3.2, 13.3.3, 13.3.4, and 13.4.2 and acknowledging that these provisions are continuing obligations governing the facility and that nonconformity with any of them shall be grounds for the Board of Appeals to revoke the special exception following documentation of the nonconformity at a public hearing and order complete cessation of the use and removal of the facility.
- 13.6 The Board of Appeals shall obtain satisfactory financial assurance that the facility will be fully disassembled and removed from the site within one (1) year after cessation of its function to generate electricity, which assurance may include a lien on the property.

SECTION 4. That this Resolution shall become effective the day following its adoption, THE PUBLIC WELFARE REQUIRING IT.

Adopted this 28th day of February, 2017

APPROVED:

ATTEST:

County Commission Chairman

County Clerk

A RESOLUTION TO AMEND THE FAYETTE COUNTY ZONING RELATIVE TO WALLS AND ELABORATE ENTRANCE STRUCTURES WITHIN THE RPED DISTRICT AND TO ALLOW DEVIATION FROM THE REQUIREMENT THAT AN ENGINEER MUST CERTIFY AN INDUSTRIAL SITE PLAN

WHEREAS, pursuant to Tennessee Code Annotated Sections 13-7-101 and 13-7-102 the Fayette County Board of Commissioners has adopted a Zoning Resolution and Zoning Map for Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 the Fayette County Board of Commissioners is empowered to amend the number, shape, boundary, area, or any regulation of or within any district or districts or any other provision of the zoning resolution; and

WHEREAS, pursuant to Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendment by the Fayette County Regional Planning Commission on February 6, 2017, the time and place of which was published with at least five (5) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 and Article IV of the Fayette County Zoning Resolution a public hearing was held before the Fayette County Board of Commissioners on February 28, 2017, the time and place of which was published with at least fifteen (15) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS, IN REGULAR SESSION ASSEMBLED THIS 28th DAY OF FEBRUARY, 2017:

SECTION 1. That there be revised Part (b) in Section 3.6.6, "Design Standards . . .," of "Article VII – Provisions For Land Use District," which reads: "walls and elaborate entrance structures shall not be permitted in proximity to an existing road, though traditional rural fencing is acceptable" to read: "walls and elaborate entrance structures shall not be permitted in proximity to an existing road on lands designated "Rural" under the Fayette County Growth Plan, though traditional rural fencing is acceptable."

and

SECTION 2. That there be revised in Section 6.1.2, "Site Plan Approval," of "Article VII – Provisions For Land Use District," the provisions of Section 6.1.2.1(a), which reads: "the proposed development's name and location, the name(s) and address(es) of the owner(s), and a certificate by a licensed civil engineer certifying that the plan as shown is true and correct" to read: "the proposed development's name and location, the name and address of the owner, and either a certificate by a licensed civil engineer certifying that the plan as shown is true and correct or the building commissioner's attestation to the accuracy of a design incorporated into an aerial photograph satisfactory to the approving authority."

SECTION 5. That this Resolution shall become effective the day following its adoption, THE PUBLIC WELFARE REQUIRING IT.

Adopted this 28th day of February, 2017

APPROVED:

ATTEST:

County Commission Chairman

County Clerk

NOTARY LIST
FEBRUARY 28, 2017

DAVID E BARNETT*

MARGARET CHAMBLESS

JENNIFER M. CLAYTON

ANNA L. COX

KARIN L. FREWIN

GINA M. GRAVES*

ELIZABETH A. ROSSER*

KATHLEEN TAYLOR *

*DENOTES NEW NOTARY

TENNESSEE CODE ANNOTATED
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*** Current through the 2016 Regular Session and the 2nd Extraordinary Session of the
109th Tennessee General Assembly ***

Title 38 Prevention And Detection Of Crime
Chapter 7 Post-Mortem Examinations
Part 1 Post-Mortem Examination Act

Tenn. Code Ann. § 38-7-104 (2016)

38-7-104. County medical examiner.

(a) A county medical examiner shall be appointed by the county mayor, subject to confirmation by the county legislative body, based on a recommendation from a convention of physicians resident in the county. A county medical examiner shall be a physician who is either a graduate of an accredited medical school authorized to confer upon graduates the degree of doctor of medicine (M.D.) and who is duly licensed in Tennessee, or is a graduate of a recognized osteopathic college authorized to confer the degree of doctor of osteopathy (D.O.) and who is licensed to practice osteopathic medicine in Tennessee, and shall be elected from a list of a maximum of two (2) doctors of medicine or osteopathy nominated by convention of the physicians, medical or osteopathic, resident in the county, the convention to be called for this purpose by the county mayor.

(b) If it is not possible to obtain an acceptance as a county medical examiner from a physician in a county, authority is given for the election of a county medical examiner from an adjacent or another county. A county medical examiner, when temporarily unable to perform the duties of the office, shall have the authority to deputize any other physician in the area to act as county medical examiner during the absence. If the county legislative body fails to certify a county medical examiner for a county or if the county medical examiner resigns or is unable to fulfill the duties of the office during the interim between county legislative body sessions and a deputy has not been appointed by the county medical examiner, the chief medical examiner shall have the authority to appoint a county medical examiner to serve until the next session of the county legislative body.

(c) A county medical examiner shall serve a five-year term, and shall be eligible for reappointment by the county mayor with confirmation by the county legislative body.

(d) Whenever any county medical examiner shall be called as a witness in any proceedings before the grand jury or in any criminal case, the county medical examiner shall receive from the county as compensation for services as witness a fee as shall be determined by the court before which the proceedings are conducted, unless the fees are paid under provisions of § 38-7-111 [repealed].

(e) The county medical examiner may be suspended by the county mayor for good cause, which shall include, but not be limited to, malfeasance in the performance of the duties of a county medical examiner, criminal conduct, or behavior that is unethical in nature or that is

in violation of a relevant code of professional medical responsibility. The suspension shall be for a period of ninety (90) days. At the end of the ninety (90) day period, the suspension shall terminate, unless the county mayor has recommended to the county legislative body in writing that they remove the county medical examiner from office. If the county mayor recommends removal of the county medical examiner, then the county legislative body shall vote on whether to remove the county medical examiner from office within ninety (90) days of the date of the written recommendation. A majority vote shall be required in order to remove the county medical examiner from office. If a majority of the county legislative body does not vote for removal of the county medical examiner from office, then the suspension of the county medical examiner shall terminate immediately.

(f) (1) A medical investigator shall be a licensed emergency medical technician (EMT), paramedic, registered nurse, physician's assistant or a person registered by or a diplomat of the American Board of Medicolegal Death Investigators and approved by the county medical examiner as qualified to serve as medical investigator.

(2) If the county has an elected coroner, the coroner shall serve as the medical investigator for the county; provided, that such coroner meets the qualifications for a medical investigator set out in subdivision (f)(1). If the coroner is not qualified to serve as medical investigator, then the county legislative body shall, by resolution, either authorize the county medical examiner to appoint a medical investigator subject to confirmation by the county legislative body, or provide for this function through a contract for service approved by the county medical examiner and the county legislative body; provided, however, that, if the county has an elected coroner who has served in that capacity for ten (10) years or more, such coroner shall serve as the medical investigator for the county, regardless of whether the coroner meets the qualifications set out in subdivision (f)(1).

(3) The county medical investigator may conduct investigations when a death is reported, as provided in § 38-7-108, under the supervision of the county medical examiner. The county medical investigator may make pronouncements of death and may recommend to the county medical examiner that an autopsy be ordered. However, the county medical investigator shall not be empowered to sign a death certificate. The county medical examiner may delegate to the county medical investigator the authority to order an autopsy.

(g) County medical examiners and medical investigators shall be required to receive initial training and regular continuing education through the chief medical examiner and to operate according to the death investigation guidelines adopted by the department of health.

HISTORY: Acts 1961, ch. 174, § 4; 1967, ch. 399, § 1; 1969, ch. 21, § 1; 1971, ch. 246, § 1; 1977, ch. 141, § 1; impl. am. Acts 1978, ch. 934, §§ 7, 36; T.C.A., § 38-704; Acts 1983, ch. 12, § 1; 1994, ch. 775, § 3; 2003, ch. 90, § 2; 2004, ch. 651, §§ 1, 2; 2005, ch. 472, § 1; 2008, ch. 969, §§ 5-10.



Fayette County Trustee

Barbra Parker

DATE: January 31, 2017

TO: Rhea Taylor, Fayette Co. Mayor

RE: Delinquent Tax Attorney

Please be advised that I have appointed Matthews, Rhea, Haas & Neill Law Firm of Somerville, TN as our Fayette County Delinquent Tax/Bankruptcy Attorneys. They are to collect the delinquent property taxes turned over to the Chancery Court and assist the Trustee and Clerk and Master in filing Bankruptcy claims.

I request Matthews, Rhea, Haas & Neill Law Firm's fee remain at 10% of the base amount of the delinquent property taxes collected by them.

Sincerely,

Barbra Parker, Fayette Co. Trustee



Fayette County Sheriff's Office

James R. "Bobby" Riles, Sheriff

February 06, 2017

To Whom It May Concern:

This is a notice of my request to the Fayette County Commission to approve the following people to be added as Disciplinary Review Board members effective March 2017.

Michael Presson
Ken Hunt
Ross Wharton
Daniel Brown
Lynn Sparks
James Bailey
Carol Ann Mason

If you have any question, feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Bobby Riles". The signature is written in a cursive style with a large, prominent "B" and "R".

Bobby Riles
Sheriff

JRR:py

reflect any actions that either render a prisoner ineligible to earn sentence credits or deprive a prisoner of previously earned sentence reduction credits. *Cooley v. May*, 2001 WL 1660830, *6 (Tenn. Ct. App. 2001).

"Although no statute or rule expressly requires a sheriff housing a state prisoner to send an accounting of a prisoner's sentence reduction credits to the Department of Correction, this obligation is a necessary part of T.C.A. § 41-21-236(a)(3). It would be nonsensical to allow state prisoners to earn sentence reduction credits while they are incarcerated in a county jail but then not to require a sheriff to inform the Department of Correction – the legal custodian of the prisoner – how many sentence reduction credits the prisoner had earned or forfeited on a monthly basis." *Id.*

Good Time Credit.

Each prisoner who has been sentenced to the county jail for any period of less than one year on either a misdemeanor or a felony, and who behaves uprightly, shall have deducted from the sentence imposed by the court time equal to one-quarter of such sentence. In calculating the amount of good time credit earned, the one-quarter reduction shall apply to the entire sentence, including pretrial and posttrial confinement. Fractions of a day's credit for good time of one-half or more shall be considered a full day's credit. If any prisoner violates the rules and regulations of the jail or otherwise behaves improperly, the sheriff may revoke all or any portion of the prisoner's good time credit provided that the prisoner is given a hearing in accordance with due process before a disciplinary review board and is found to have violated the rules and regulations of the institution. T.C.A. § 41-2-111(b).

Any prisoner receiving sentence credits under T.C.A. § 41-2-147 is not eligible for good time credits authorized by T.C.A. § 41-2-111. T.C.A. § 41-2-147(c).

Disciplinary Review Board.

Each county is required to have a disciplinary review board that shall be composed of six impartial members, one or more of whom may be members of the jail staff. Members of the disciplinary review board are appointed by the sheriff or the jail administrator, subject to approval by the county legislative body. Members serve for a period of two years, except that appointments made to fill unexpired terms are for the period of such unexpired terms. No less than one and no more than three of the members of the disciplinary review board are required to transact the business authorized by law. Members of the board, while acting in good faith, shall not be subject to civil liability relative to the performance of duties delegated to the board by law. T.C.A. § 41-2-111(c).

The prisoner shall be given notice of the disciplinary hearing and shall have the right to call witnesses in the prisoner's behalf. Decisions of the disciplinary review board may be appealed to the sheriff. T.C.A. § 41-2-111(d).

Template Name: Commission Packet
 Created by: LGC

Fayette County Executive
 Summary Financial Statement
 January 2017

User: Charles McNab
 Date/Time: 2/22/2017 10:25 AM
 Page 1 of 16

101 General		Year-To-Date			Month-To-Date		
Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
Assets							
11130	Cash In Bank	0.00	0.00	0.00 %	0.00	0.00	0.00 %
11140	Cash With Trustee	0.00	746,444.02	0.00 %	0.00	(134,182.64)	0.00 %
11410	Accounts Receivable	0.00	0.00	0.00 %	0.00	0.00	0.00 %
11420	Allowance For Uncollectibles-Contra	0.00	0.00	0.00 %	0.00	0.00	0.00 %
14600	Exp Chgd To Reserve For Prior Yrs Enc	0.00	358,843.18	0.00 %	0.00	0.00	0.00 %
	Total Assets	0.00	1,105,287.20	100.00 %	0.00	(134,182.64)	0.00 %
Liabilities							
21310	Income Tax Withheld And Unpaid	0.00	0.00	0.00 %	0.00	0.00	0.00 %
21320	Social Security Tax	0.00	0.00	0.00 %	0.00	0.00	0.00 %
21325	Employee Medicare Deduction	0.00	0.00	0.00 %	0.00	0.00	0.00 %
21330	Retirement Contributions	0.00	0.00	0.00 %	0.00	0.00	0.00 %
21341	Company #1	0.00	0.00	0.00 %	0.00	0.00	0.00 %
21342	Company #2	0.00	0.00	0.00 %	0.00	0.00	0.00 %
21343	Company #3	0.00	0.00	0.00 %	0.00	0.00	0.00 %
21346	Company #6	0.00	(428.61)	0.00 %	0.00	0.00	0.00 %
21347	Company #7	0.00	0.00	0.00 %	0.00	0.00	0.00 %
21349	Company #9	0.00	0.00	0.00 %	0.00	0.00	0.00 %
21350	Tax Shelter Annuities	0.00	0.00	0.00 %	0.00	0.00	0.00 %
21360	Garnishments And Levies	0.00	0.00	0.00 %	0.00	0.00	0.00 %
21390	Other Payroll Deductions	0.00	0.00	0.00 %	0.00	0.00	0.00 %
29990	Other Deferred/Unavailabe Revenue	0.00	434,170.66	0.00 %	0.00	0.00	0.00 %
	Total Liabilities	0.00	433,742.05	100.00 %	0.00	0.00	0.00 %
Fund Balance							
34120	Reserved For Encumbrances - Prior	0.00	10,137.27	0.00 %	0.00	2,057.00	0.00 %
34510	Restricted For General Gov	0.00	0.00	0.00 %	0.00	0.00	0.00 %
34515	Restricted For Finance	1,549.00	(5,964.02)	385.02 %	129.08	0.00	0.00 %
34520	Restricted For Amin Of Justice	6,678.64	(10,550.20)	157.97 %	556.55	0.00	0.00 %
34525	Restricted For Public Safety	0.00	(12,340.00)	0.00 %	0.00	0.00	0.00 %
34530	Restricted For Public Health & Welfare	0.00	0.00	0.00 %	0.00	0.00	0.00 %
34575	Restricted For Capital Outlay	0.00	0.00	0.00 %	0.00	0.00	0.00 %
34625	Committed For Public Safety	0.00	0.00	0.00 %	0.00	0.00	0.00 %
34635	Committed Social,Cultural,	12,458.41	(4,604.00)	36.95 %	1,038.20	0.00	0.00 %
34645	Committed For Other Operations	0.00	0.00	0.00 %	0.00	0.00	0.00 %
34710	Assigned For General Government	50,403.00	50,403.00	-100.00 %	4,200.25	0.00	0.00 %
39000	Undesignated Fund Balance	885,798.65	(969,301.34)	109.43 %	73,816.55	(2,057.00)	2.79 %
39999	Prior-Period Adjustment	0.00	101,110.57	0.00 %	0.00	0.00	0.00 %

Fayette County Executive
 Summary Financial Statement
 January 2017

101 General		Year-To-Date			Month-To-Date		
Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
	Total Fund Balance	956,887.70	(841,108.72)	87.90 %	79,740.64	0.00	0.00 %
Revenues							
40110	Current Property Tax	8,413,002.00	(5,449,870.36)	64.78 %	701,083.50	(580,064.42)	82.74 %
40120	Trustee's Collections - Prior Year	220,000.00	(56,018.61)	25.46 %	18,333.33	(7,598.03)	41.44 %
40130	Cir Clk/Clk & Master Collections-Pr Yr	160,000.00	(49,895.83)	31.18 %	13,333.33	8,194.82	-61.46 %
40140	Interest And Penalty	40,000.00	(8,340.04)	20.85 %	3,333.33	(1,307.87)	39.24 %
40150	Pick-Up Taxes	0.00	(4,477.95)	0.00 %	0.00	(134.79)	0.00 %
40162	Payments In Lieu Of Taxes-Local	3,000.00	0.00	0.00 %	250.00	0.00	0.00 %
40163	Payments In Lieu Of Taxes - Other	55,000.00	(9,225.81)	16.77 %	4,583.33	(1,037.24)	22.63 %
40220	Hotel/Motel Tax	4,000.00	(3,067.68)	76.69 %	333.33	(432.42)	129.73 %
40240	Wheel Tax	180,000.00	(91,747.11)	50.97 %	15,000.00	(12,927.97)	86.19 %
40250	Litigation Tax - General	80,000.00	(44,231.62)	55.29 %	6,666.67	(8,749.53)	131.24 %
40266	Litigation Tax-Jail, Wrkhs,	70,000.00	(38,951.69)	55.65 %	5,833.33	(7,517.12)	128.86 %
40270	Business Tax	270,000.00	(56,887.76)	21.07 %	22,500.00	(14,060.39)	62.49 %
40275	Mixed Drink Tax	0.00	(184.23)	0.00 %	0.00	(149.23)	0.00 %
40285	Adequate Facilities/Development Tax	44,500.00	0.00	0.00 %	3,708.33	0.00	0.00 %
40320	Bank Excise Tax	75,000.00	0.00	0.00 %	6,250.00	0.00	0.00 %
40330	Wholesale Beer Tax	75,000.00	(35,830.68)	47.77 %	6,250.00	(5,939.77)	95.04 %
40350	Interstate Telecommunications Tax	2,000.00	(1,119.03)	55.95 %	166.67	(150.31)	90.19 %
41120	Animal Registration	15,000.00	(18,284.00)	121.89 %	1,250.00	(1,786.00)	142.88 %
41140	Cable TV Franchise	150,000.00	(76,626.93)	51.08 %	12,500.00	0.00	0.00 %
41510	Beer Permits	1,000.00	(380.00)	38.00 %	83.33	(285.00)	342.00 %
41520	Building Permits	50,000.00	(32,940.10)	65.88 %	4,166.67	(3,999.00)	95.98 %
42110	Fines	6,000.00	(2,206.83)	36.78 %	500.00	(316.35)	63.27 %
42120	Officers Costs	15,000.00	(9,143.96)	60.96 %	1,250.00	(655.97)	52.48 %
42140	Drug Control Fines	30,000.00	(17,145.45)	57.15 %	2,500.00	(721.52)	28.86 %
42141	Drug Court Fees	1,000.00	(1,339.02)	133.90 %	83.33	(28.50)	34.20 %
42150	Jail Fees	1,000.00	(440.56)	44.06 %	83.33	(82.65)	99.18 %
42180	DUI Treatment Fines	1,200.00	(294.50)	24.54 %	100.00	0.00	0.00 %
42190	Data Entry Fee - Circuit Court	1,000.00	(1,312.06)	131.21 %	83.33	(80.60)	96.72 %
42191	Courtroom Security Fee	0.00	(24.70)	0.00 %	0.00	(3.80)	0.00 %
42192	Victims Assistance Assessments	0.00	(885.50)	0.00 %	0.00	(19.50)	0.00 %
42310	Fines	22,000.00	(8,089.94)	36.77 %	1,833.33	(559.07)	30.49 %
42320	Officers Costs	45,000.00	(22,793.22)	50.65 %	3,750.00	(3,335.68)	88.95 %
42330	Games And Fish Fines	500.00	(450.00)	90.00 %	41.67	(78.75)	189.00 %
42340	Drug Control Fines	6,500.00	(1,821.39)	28.02 %	541.67	(142.50)	26.31 %
42341	Drug Court Fees	500.00	(16,493.56)	3,298.71 %	41.67	(1,449.50)	3,478.80 %
42350	Jail Fees	5,000.00	(2,435.32)	48.71 %	416.67	(360.05)	86.41 %

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Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
42370	Judicial Commissioner Fees	55,000.00	(32,981.14)	59.97 %	4,583.33	(6,624.95)	144.54 %
42380	DUI Treatment Fines	7,000.00	(2,503.96)	35.77 %	583.33	(427.50)	73.29 %
42390	Data Entry Fee - General Sessions	3,500.00	(5,832.71)	166.65 %	291.67	(1,149.75)	394.20 %
42391	Courtroom Security Fee	300.00	(1,609.86)	536.62 %	25.00	(243.29)	973.16 %
42392	Victims Assistance Assessments	0.00	(5,865.50)	0.00 %	0.00	(1,034.75)	0.00 %
42410	Fines	0.00	(1,030.75)	0.00 %	0.00	(365.75)	0.00 %
42420	Officers Costs	2,000.00	(983.25)	49.16 %	166.67	(95.00)	57.00 %
42520	Officers Costs	2,000.00	(837.51)	41.88 %	166.67	(140.60)	84.36 %
42530	Data Entry Fee - Chancery Court	700.00	(640.00)	91.43 %	58.33	(80.00)	137.14 %
42871	Courtroom Security Fee	0.00	(5.70)	0.00 %	0.00	(1.90)	0.00 %
42990	Other Fines, Forfeitures, And Penalties	25,000.00	(18,097.50)	72.39 %	2,083.33	(1,757.50)	84.36 %
43102	Other Employee Benefit	134,600.00	(146,600.00)	108.92 %	11,216.67	0.00	0.00 %
43107	Residential Waste Collection Charge	10,000.00	(5,500.00)	55.00 %	833.33	(900.00)	108.00 %
43120	Patient Charges	1,250,000.00	(653,975.12)	52.32 %	104,166.67	(99,480.27)	95.50 %
43190	Other General Service Charges	0.00	(708.75)	0.00 %	0.00	0.00	0.00 %
43310	Airport Fees	125,000.00	(51,515.45)	41.21 %	10,416.67	(12,937.67)	124.20 %
43350	Copy Fees	500.00	(77.00)	15.40 %	41.67	0.00	0.00 %
43360	Library Fees	5,000.00	(3,998.95)	79.98 %	416.67	0.00	0.00 %
43365	Archives And Records Management	2,000.00	(3,586.72)	179.34 %	166.67	(1,018.00)	610.80 %
43366	Greenbelt Late Applicaion Fee	400.00	0.00	0.00 %	33.33	0.00	0.00 %
43370	Telephone Commissions	60,000.00	(24,839.07)	41.40 %	5,000.00	(4,900.00)	98.00 %
43380	Vending Machine Collections	500.00	(583.66)	116.73 %	41.67	(80.34)	192.82 %
43392	Data Processing Fee -Register	15,000.00	(8,326.00)	55.51 %	1,250.00	(1,372.00)	109.76 %
43394	Data Processing Fee - Sheriff	2,000.00	(1,333.52)	66.68 %	166.67	(190.00)	114.00 %
43395	Sexual Offender Registration Fee-	1,500.00	(1,500.00)	100.00 %	125.00	(150.00)	120.00 %
43396	Data Processing Fee - County Clerk	2,500.00	(1,114.00)	44.56 %	208.33	(99.00)	47.52 %
43990	Other Charges For Services	2,000.00	0.00	0.00 %	166.67	0.00	0.00 %
44120	Lease/Rentals	30,000.00	(12,402.00)	41.34 %	2,500.00	0.00	0.00 %
44130	Sale Of Materials And Supplies	2,000.00	(88.34)	4.42 %	166.67	(68.34)	41.00 %
44131	Commissary Sales	30,000.00	(19,125.56)	63.75 %	2,500.00	(75.27)	3.01 %
44135	Sale Of Gasoline	100,000.00	(46,281.26)	46.28 %	8,333.33	(11,685.13)	140.22 %
44161	Cobra Insurance Payments	0.00	(12.18)	0.00 %	0.00	0.00	0.00 %
44170	Miscellaneous Refunds	0.00	(28,589.79)	0.00 %	0.00	(23,955.10)	0.00 %
44530	Sale Of Equipment	0.00	(7,865.00)	0.00 %	0.00	0.00	0.00 %
44570	Contributions & Gifts	0.00	(1,011.50)	0.00 %	0.00	(311.50)	0.00 %
45510	County Clerk	325,000.00	(166,870.38)	51.34 %	27,083.33	(25,150.03)	92.86 %
45520	Circuit Court Clerk	110,000.00	(47,972.03)	43.61 %	9,166.67	(3,296.03)	35.96 %
45540	General Sessions Court Clerk	175,000.00	(99,765.81)	57.01 %	14,583.33	(18,306.42)	125.53 %
45550	Clerk And Master	165,000.00	(85,105.95)	51.58 %	13,750.00	(10,304.05)	74.94 %

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Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
45560	Juvenile Court Clerk	25,000.00	(13,892.35)	55.57 %	2,083.33	(2,022.65)	97.09 %
45580	Register	210,000.00	(133,880.69)	63.75 %	17,500.00	(22,260.81)	127.20 %
45590	Sheriff	30,000.00	(18,692.59)	62.31 %	2,500.00	(3,685.52)	147.42 %
45610	Trustee	550,000.00	(306,756.77)	55.77 %	45,833.33	(35,821.28)	78.16 %
46120	Airport Maintenance Program	14,000.00	(11,879.32)	84.85 %	1,166.67	(1,480.28)	126.88 %
46210	Law Enforcement Training Programs	24,000.00	0.00	0.00 %	2,000.00	0.00	0.00 %
46290	Other Public Safety Grants	0.00	(12,262.16)	0.00 %	0.00	(212.50)	0.00 %
46310	Health Department Programs	270,700.00	(101,031.26)	37.32 %	22,558.33	(33,260.53)	147.44 %
46390	Other Health And Welfare Grants	15,000.00	0.00	0.00 %	1,250.00	0.00	0.00 %
46430	Litter Program	43,100.00	(21,366.88)	49.58 %	3,591.67	(3,700.01)	103.02 %
46820	Income Tax	100,000.00	0.00	0.00 %	8,333.33	0.00	0.00 %
46830	Beer Tax	17,000.00	(9,816.21)	57.74 %	1,416.67	0.00	0.00 %
46835	Vehicle Certificate Of Title Fees	5,000.00	(5,722.30)	114.45 %	416.67	(701.65)	168.40 %
46840	Alcoholic Beverage Tax	75,000.00	(47,832.69)	63.78 %	6,250.00	0.00	0.00 %
46850	Mixed Drink Tax	500.00	0.00	0.00 %	41.67	0.00	0.00 %
46851	State Revenue Sharing -T.V.A.	630,000.00	(148,867.56)	23.63 %	52,500.00	(148,867.56)	283.56 %
46890	Prisoner Transportation	0.00	(7,472.13)	0.00 %	0.00	(580.42)	0.00 %
46915	Contracted Prisoner Board	1,150,000.00	(513,116.00)	44.62 %	95,833.33	0.00	0.00 %
46960	Registrar's Salary Supplement	16,000.00	(7,582.00)	47.39 %	1,333.33	(3,791.00)	284.33 %
46980	Other State Grants	70,000.00	(20,136.64)	28.77 %	5,833.33	0.00	0.00 %
46990	Other State Revenues	7,000.00	(22,665.51)	323.79 %	583.33	(549.42)	94.19 %
47220	Civil Defense Reimbursement	52,000.00	0.00	0.00 %	4,333.33	0.00	0.00 %
47590	Other Federal Through State	21,426.00	(16,500.00)	77.01 %	1,785.50	0.00	0.00 %
47700	Asset Forfeiture Funds	0.00	(549.90)	0.00 %	0.00	0.00	0.00 %
47990	Other Direct Federal Revenue	0.00	(783.90)	0.00 %	0.00	0.00	0.00 %
48110	Prisoner Board	50,000.00	(33,692.60)	67.39 %	4,166.67	(6,528.00)	156.67 %
48130	Contributions	8,500.00	0.00	0.00 %	708.33	0.00	0.00 %
48140	Contracted Services	25,000.00	(10,017.12)	40.07 %	2,083.33	(240.66)	11.55 %
48610	Donations	0.00	(2,652.00)	0.00 %	0.00	0.00	0.00 %
48990	Other	0.00	(305.40)	0.00 %	0.00	0.00	0.00 %
49700	Insurance Recovery	0.00	(7,267.78)	0.00 %	0.00	(3,112.12)	0.00 %
	Total Revenues	16,094,928.00	(9,026,833.12)	56.08 %	1,341,244.00	(1,138,793.26)	84.91 %
Expenditures							
51100	County Commission	(85,226.00)	40,836.33	47.92 %	(7,102.17)	2,937.20	41.36 %
51220	Beer Board	(700.00)	207.60	29.66 %	(58.33)	0.00	0.00 %
51300	County Mayor/Executive	(111,195.00)	56,012.18	50.37 %	(9,266.25)	7,872.87	84.96 %
51310	Personnel Office	(74,780.00)	37,905.50	50.69 %	(6,231.67)	5,387.45	86.45 %
51400	County Attorney	(59,918.00)	38,900.41	64.92 %	(4,993.17)	3,864.20	77.39 %

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51500	Election Commission	(323,367.00)	201,198.73	62.22 %	(26,947.25)	16,542.88	61.39 %
51600	Register Of Deeds	(186,109.00)	96,255.44	51.72 %	(15,509.08)	14,120.05	91.04 %
51710	Development	(277,208.00)	103,074.28	37.18 %	(23,100.67)	13,872.50	60.05 %
51730	Building	(105,079.00)	42,345.01	40.30 %	(8,756.58)	6,434.42	73.48 %
51800	County Buildings	(300,452.21)	171,974.39	57.24 %	(25,037.68)	12,875.86	51.43 %
51810	Other Facilities	(7,700.00)	2,616.04	33.97 %	(641.67)	400.59	62.43 %
51900	Other General Administration	(59,123.00)	35,706.39	60.39 %	(4,926.92)	9,433.00	191.46 %
51910	Preservation Of Records	(2,200.00)	580.00	26.36 %	(183.33)	0.00	0.00 %
52100	Accounting And Budgeting	(149,092.69)	68,762.64	46.12 %	(12,424.39)	7,338.77	59.07 %
52300	Property Assessor's Office	(281,371.00)	124,602.91	44.28 %	(23,447.58)	18,366.76	78.33 %
52310	Reappraisal Program	(47,500.00)	18,295.09	38.52 %	(3,958.33)	2,578.92	65.15 %
52400	County Trustee's Office	(222,652.00)	126,976.85	57.03 %	(18,554.33)	14,859.60	80.09 %
52500	County Clerk's Office	(320,606.00)	168,357.80	52.51 %	(26,717.17)	22,502.21	84.22 %
53100	Circuit Court	(172,788.00)	91,509.32	52.96 %	(14,399.00)	13,760.93	95.57 %
53300	General Sessions Court	(163,836.00)	71,905.19	43.89 %	(13,653.00)	10,476.75	76.74 %
53310	General Sessions Judge	(218,487.00)	109,957.77	50.33 %	(18,207.25)	16,527.76	90.78 %
53320	General Sessions Court Clerk	(70,429.00)	36,652.21	52.04 %	(5,869.08)	4,915.41	83.75 %
53330	Drug Court	(70,000.00)	36,977.57	52.83 %	(5,833.33)	5,091.44	87.28 %
53400	Chancery Court	(203,482.00)	101,492.81	49.88 %	(16,956.83)	13,246.49	78.12 %
53500	Juvenile Court	(65,363.64)	32,073.82	49.07 %	(5,446.97)	3,337.12	61.27 %
53900	Other Administration Of Justice	(36,206.00)	4,302.39	11.88 %	(3,017.17)	738.84	24.49 %
54110	Sheriff's Department	(2,837,333.64)	1,575,992.32	55.54 %	(236,444.47)	296,137.22	125.25 %
54150	Drug Enforcement	(193,459.00)	82,391.47	42.59 %	(16,121.58)	14,101.62	87.47 %
54210	Jail	(3,373,972.00)	1,565,784.77	46.41 %	(281,164.33)	219,000.91	77.89 %
54310	Fire Prevention And Control	(784,768.66)	404,982.01	51.61 %	(65,397.39)	2,937.10	4.49 %
54410	Civil Defense (EMA)	(152,681.00)	90,375.33	59.19 %	(12,723.42)	8,187.95	64.35 %
54420	Rescue Squad	(6,618.00)	414.50	6.26 %	(551.50)	40.01	7.25 %
54490	Other Emergency Management	(7,000.00)	540.00	7.71 %	(583.33)	540.00	92.57 %
54610	County Coroner/Medical Examiner	(36,400.00)	10,720.00	29.45 %	(3,033.33)	220.00	7.25 %
54900	Other Public Safety (Sheriff's Shop)	(158,302.64)	85,927.76	54.28 %	(13,191.89)	8,822.87	66.88 %
55110	Local Health Center	(106,039.31)	70,387.96	66.38 %	(8,836.61)	2,986.40	33.80 %
55120	Rabies And Animal Control	(89,773.00)	39,547.16	44.05 %	(7,481.08)	6,005.81	80.28 %
55130	Ambulance/Emergency Medical	(2,098,689.00)	1,065,096.16	50.75 %	(174,890.75)	158,028.96	90.36 %
55160	Dental Health Program	(270,700.00)	123,250.82	45.53 %	(22,558.33)	16,785.03	74.41 %
55170	Alcohol And Drug Programs	(12,000.00)	0.00	0.00 %	(1,000.00)	0.00	0.00 %
55180	Crippled Children Services	(2,216.00)	0.00	0.00 %	(184.67)	0.00	0.00 %
55190	Other Local Health Services	(1,534.00)	0.00	0.00 %	(127.83)	0.00	0.00 %
55390	Appropriation To State	(25,761.00)	12,485.00	48.46 %	(2,146.75)	12,485.00	581.58 %
55520	Aid To Dependent Children	(2,750.00)	0.00	0.00 %	(229.17)	0.00	0.00 %

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55590	Other Local Welfare Services	(7,500.00)	0.00	0.00 %	(625.00)	0.00	0.00 %
55720	Sanitation Education/Information	(62,719.00)	25,936.80	41.35 %	(5,226.58)	2,993.29	57.27 %
56300	Senior Citizens Assistance	(11,925.00)	0.00	0.00 %	(993.75)	0.00	0.00 %
56500	Libraries	(220,313.00)	92,255.49	41.87 %	(18,359.42)	13,910.79	75.77 %
57100	Agricultural Extension Service	(140,372.71)	116,894.80	83.27 %	(11,697.73)	3,936.95	33.66 %
57500	Soil Conservation	(68,297.00)	33,325.40	48.79 %	(5,691.42)	5,408.62	95.03 %
58120	Industrial Development	(11,730.00)	175.03	1.49 %	(977.50)	0.00	0.00 %
58220	Airport	(262,467.20)	117,198.09	44.65 %	(21,872.27)	5,495.83	25.13 %
58300	Veteran's Services	(17,675.00)	9,949.79	56.29 %	(1,472.92)	1,649.77	112.01 %
58400	Other Charges	(406,000.00)	214,430.67	52.82 %	(33,833.33)	15,716.50	46.45 %
58500	Contributions To Other Agencies	(153,062.00)	0.00	0.00 %	(12,755.17)	0.00	0.00 %
58600	Employee Benefits	(1,913,887.00)	927,420.35	48.46 %	(159,490.58)	82,857.39	51.95 %
58900	Miscellaneous	(1,000.00)	300.00	30.00 %	(83.33)	0.00	0.00 %
	Total Expenditures	(17,051,815.70)	8,485,260.35	49.76 %	(1,420,984.64)	1,105,730.04	77.81 %
Total	101 General	0.00	156,347.76	100.00 %	0.00	(167,245.86)	0.00 %

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116 Solid Waste/Sanitation		Year-To-Date			Month-To-Date		
Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
Assets							
11120	Cash On Hand	0.00	0.00	0.00 %	0.00	0.00	0.00 %
11130	Cash In Bank	0.00	0.00	0.00 %	0.00	0.00	0.00 %
11140	Cash With Trustee	0.00	185,087.84	0.00 %	0.00	78,590.63	0.00 %
11410	Accounts Receivable	0.00	(37,807.55)	0.00 %	0.00	0.00	0.00 %
	Total Assets	0.00	147,280.29	100.00 %	0.00	78,590.63	0.00 %
Liabilities							
21310	Income Tax Withheld And Unpaid	0.00	0.00	0.00 %	0.00	0.00	0.00 %
21320	Social Security Tax	0.00	0.00	0.00 %	0.00	0.00	0.00 %
21325	Employee Medicare Deduction	0.00	0.00	0.00 %	0.00	0.00	0.00 %
21330	Retirement Contributions	0.00	0.00	0.00 %	0.00	0.00	0.00 %
21342	Company #2	0.00	0.00	0.00 %	0.00	0.00	0.00 %
21343	Company #3	0.00	0.00	0.00 %	0.00	0.00	0.00 %
21346	Company #6	0.00	0.00	0.00 %	0.00	0.00	0.00 %
21347	Company #7	0.00	0.00	0.00 %	0.00	0.00	0.00 %
21348	Company #8	0.00	(94.75)	0.00 %	0.00	(94.75)	0.00 %
21349	Company #9	0.00	0.00	0.00 %	0.00	0.00	0.00 %
21360	Garnishments And Levies	0.00	0.00	0.00 %	0.00	0.00	0.00 %
29990	Other Deferred/Unavailabe Revenue	0.00	(7,957.85)	0.00 %	0.00	0.00	0.00 %
	Total Liabilities	0.00	(8,052.60)	100.00 %	0.00	(94.75)	0.00 %
Fund Balance							
39000	Undesignated Fund Balance	(7,346.00)	(6,312.64)	-85.93 %	(612.17)	0.00	0.00 %
39999	Prior-Period Adjustment	0.00	0.00	0.00 %	0.00	0.00	0.00 %
	Total Fund Balance	(7,346.00)	(6,312.64)	-85.93 %	(612.17)	0.00	0.00 %
Revenues							
43114	Solid Waste Disposal Fee	370,000.00	(235,852.10)	63.74 %	30,833.33	(35,932.00)	116.54 %
43116	Surcharge-Waste Tire Disposal	0.00	(8,444.54)	0.00 %	0.00	0.00	0.00 %
44110	Investment Income	35,000.00	(28,144.27)	80.41 %	2,916.67	(5,396.87)	185.04 %
44145	Sale Of Recycled Materials	140,000.00	(52,078.24)	37.20 %	11,666.67	(3,758.89)	32.22 %
44170	Miscellaneous Refunds	30,000.00	(5,302.21)	17.67 %	2,500.00	(1,085.03)	43.40 %
44530	Sale Of Equipment	5,000.00	0.00	0.00 %	416.67	0.00	0.00 %
46170	Solid Waste Grants	10,000.00	(15,339.00)	153.39 %	833.33	0.00	0.00 %
46851	State Revenue Sharing -T.V.A.	325,000.00	(325,000.00)	100.00 %	27,083.33	(88,066.22)	325.17 %
	Total Revenues	915,000.00	(670,160.36)	73.24 %	76,250.00	(134,239.01)	176.05 %
Expenditures							
55732	Convenience Centers	(290,000.00)	205,488.01	70.86 %	(24,166.67)	25,602.11	105.94 %
55754	Landfill Operation And Maintenance	(617,654.00)	331,757.30	53.71 %	(51,471.17)	30,141.02	58.56 %

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Fayette County Executive
 Summary Financial Statement
 January 2017

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116 Solid Waste/Sanitation		Year-To-Date			Month-To-Date		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
Account	Description						
	Total Expenditures	(907,654.00)	537,245.31	59.19 %	(75,637.83)	55,743.13	73.70 %
Total 116	Solid Waste/Sanitation	0.00	0.00	100.00 %	0.00	0.00	0.00 %

Fayette County Executive
 Summary Financial Statement
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122 Drug Control		Year-To-Date			Month-To-Date		
Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
Assets							
11140	Cash With Trustee	0.00	46,780.18	0.00 %	0.00	(18,517.07)	0.00 %
	Total Assets	0.00	46,780.18	100.00 %	0.00	(18,517.07)	0.00 %
Fund Balance							
39000	Undesignated Fund Balance	72,500.00	(715.59)	0.99 %	6,041.67	0.00	0.00 %
39999	Prior-Period Adjustment	0.00	0.00	0.00 %	0.00	0.00	0.00 %
	Total Fund Balance	72,500.00	(715.59)	0.99 %	6,041.67	0.00	0.00 %
Revenues							
42340	Drug Control Fines	1,000.00	(1,848.46)	184.85 %	83.33	(177.17)	212.60 %
42341	Drug Court Fees	2,000.00	0.00	0.00 %	166.67	0.00	0.00 %
42910	Proceeds From Confiscated Property	30,000.00	(129,803.59)	432.68 %	2,500.00	0.00	0.00 %
	Total Revenues	33,000.00	(131,652.05)	398.95 %	2,750.00	(177.17)	6.44 %
Expenditures							
54150	Drug Enforcement	(105,500.00)	96,964.96	91.91 %	(8,791.67)	19,009.24	216.22 %
	Total Expenditures	(105,500.00)	96,964.96	91.91 %	(8,791.67)	19,009.24	216.22 %
Total	122 Drug Control	0.00	11,377.50	100.00 %	0.00	315.00	0.00 %

Fayette County Executive
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125 Adequate Facilities/Development Tax		Year-To-Date			Month-To-Date		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
Account	Description						
Assets							
11140	Cash With Trustee	0.00	(106,940.67)	0.00 %	0.00	(413,287.11)	0.00 %
	Total Assets	0.00	(106,940.67)	100.00 %	0.00	(413,287.11)	0.00 %
Fund Balance							
39000	Undesignated Fund Balance	205,000.00	0.00	0.00 %	17,083.33	0.00	0.00 %
	Total Fund Balance	205,000.00	0.00	0.00 %	17,083.33	0.00	0.00 %
Revenues							
40285	Adequate Facilities/Development Tax	250,000.00	(345,167.00)	138.07 %	20,833.33	(32,811.00)	157.49 %
	Total Revenues	250,000.00	(345,167.00)	138.07 %	20,833.33	(32,811.00)	157.49 %
Expenditures							
58400	Other Charges	(10,000.00)	7,107.67	71.08 %	(833.33)	1,098.11	131.77 %
99100	Transfers Out	(445,000.00)	445,000.00	100.00 %	(37,083.33)	445,000.00	1,200.00 %
	Total Expenditures	(455,000.00)	452,107.67	99.36 %	(37,916.67)	446,098.11	1,176.52
Total	125 Adequate Facilities/Development Tax	0.00	0.00	100.00 %	0.00	0.00	0.00 %

Fayette County Executive
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151 General Debt Service		Year-To-Date			Month-To-Date		
Account	Description	Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
Assets							
11140	Cash With Trustee	0.00	607,073.36	0.00 %	0.00	128,006.07	0.00 %
11410	Accounts Receivable	0.00	0.00	0.00 %	0.00	0.00	0.00 %
	Total Assets	0.00	607,073.36	100.00 %	0.00	128,006.07	0.00 %
Liabilities							
29990	Other Deferred/Unavailabe Revenue	0.00	(156,735.67)	0.00 %	0.00	0.00	0.00 %
	Total Liabilities	0.00	(156,735.67)	100.00 %	0.00	0.00	0.00 %
Fund Balance							
39000	Undesignated Fund Balance	226,758.00	0.00	0.00 %	18,896.50	0.00	0.00 %
	Total Fund Balance	226,758.00	0.00	0.00 %	18,896.50	0.00	0.00 %
Revenues							
40120	Trustee's Collections - Prior Year	0.00	(9.46)	0.00 %	0.00	0.00	0.00 %
40130	Cir Clk/Clk & Master Collections-Pr Yr	4,000.00	0.00	0.00 %	333.33	0.00	0.00 %
40140	Interest And Penalty	0.00	(10.49)	0.00 %	0.00	0.00	0.00 %
40240	Wheel Tax	1,800,000.00	(917,608.90)	50.98 %	150,000.00	(129,299.06)	86.20 %
40285	Adequate Facilities/Development Tax	267,000.00	0.00	0.00 %	22,250.00	0.00	0.00 %
48130	Contributions	356,550.00	(103,149.22)	28.93 %	29,712.50	0.00	0.00 %
	Total Revenues	2,427,550.00	(1,020,778.07)	42.05 %	202,295.83	(129,299.06)	63.92 %
Expenditures							
82110	General Government	(884,405.00)	109,444.04	12.37 %	(73,700.42)	0.00	0.00 %
82130	Education	(845,000.00)	0.00	0.00 %	(70,416.67)	0.00	0.00 %
82210	General Government	(284,363.00)	144,011.10	50.64 %	(23,696.92)	0.00	0.00 %
82230	Education	(611,540.00)	305,770.00	50.00 %	(50,961.67)	0.00	0.00 %
82310	General Government	(26,900.00)	9,150.24	34.02 %	(2,241.67)	1,292.99	57.68 %
82330	Education	(2,100.00)	2,065.00	98.33 %	(175.00)	0.00	0.00 %
	Total Expenditures	(2,654,308.00)	570,440.38	21.49 %	(221,192.33)	1,292.99	0.58 %
Total	151 General Debt Service	0.00	0.00	100.00 %	0.00	0.00	0.00 %

Fayette County Executive
 Summary Financial Statement
 January 2017

171 General Capital Projects		Year-To-Date			Month-To-Date		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
Account	Description						
Assets							
11140	Cash With Trustee	0.00	0.00	0.00 %	0.00	0.00	0.00 %
	Total Assets	0.00	0.00	100.00 %	0.00	0.00	0.00 %
Fund Balance							
39000	Undesignated Fund Balance	0.00	0.00	0.00 %	0.00	0.00	0.00 %
	Total Fund Balance	0.00	0.00	100.00 %	0.00	0.00	0.00 %
Total	171 General Capital Projects	0.00	0.00	100.00 %	0.00	0.00	0.00 %

Fayette County Executive
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172 Community Development/Industrial Park		Year-To-Date			Month-To-Date		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
Account	Description						
Assets							
11140	Cash With Trustee	0.00	0.00	0.00 %	0.00	0.00	0.00 %
	Total Assets	0.00	0.00	100.00 %	0.00	0.00	0.00 %
Fund Balance							
39000	Undesignated Fund Balance	0.00	(5,365.00)	0.00 %	0.00	0.00	0.00 %
	Total Fund Balance	0.00	(5,365.00)	100.00 %	0.00	0.00	0.00 %
Revenues							
47180	Community Development	0.00	0.00	0.00 %	0.00	0.00	0.00 %
	Total Revenues	0.00	0.00	100.00 %	0.00	0.00	0.00 %
Expenditures							
91190	Other General Government Projects	0.00	5,365.00	0.00 %	0.00	0.00	0.00 %
	Total Expenditures	0.00	5,365.00	100.00 %	0.00	0.00	0.00 %
Total	172 Community Development/Industrial	0.00	0.00	100.00 %	0.00	0.00	0.00 %

Fayette County Executive
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 January 2017

175 HUD Grant Projects		Year-To-Date			Month-To-Date		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
Account	Description						
Assets							
11140	Cash With Trustee	0.00	0.00	0.00 %	0.00	(737.14)	0.00 %
	Total Assets	0.00	0.00	100.00 %	0.00	(737.14)	0.00 %
Revenues							
47180	Community Development	0.00	(18,631.43)	0.00 %	0.00	(9,450.86)	0.00 %
48130	Contributions	0.00	(1,228.57)	0.00 %	0.00	0.00	0.00 %
	Total Revenues	0.00	(19,860.00)	100.00 %	0.00	(9,450.86)	0.00 %
Expenditures							
91190	Other General Government Projects	0.00	19,860.00	0.00 %	0.00	10,188.00	0.00 %
	Total Expenditures	0.00	19,860.00	100.00 %	0.00	10,188.00	0.00 %
Total	175 HUD Grant Projects	0.00	0.00	100.00 %	0.00	0.00	0.00 %

Fayette County Executive
 Summary Financial Statement
 January 2017

180 Educational Capital Projects		Year-To-Date			Month-To-Date		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
Account	Description						
Assets							
11140	Cash With Trustee	0.00	0.00	0.00 %	0.00	0.00	0.00 %
	Total Assets	0.00	0.00	100.00 %	0.00	0.00	0.00 %
Fund Balance							
39000	Undesignated Fund Balance	0.00	0.00	0.00 %	0.00	0.00	0.00 %
	Total Fund Balance	0.00	0.00	100.00 %	0.00	0.00	0.00 %
Total	180 Educational Capital Projects	0.00	0.00	100.00 %	0.00	0.00	0.00 %

Fayette County Executive
 Summary Financial Statement
 January 2017

189 Other Capital Projects		Year-To-Date			Month-To-Date		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
Account	Description						
Assets							
11140	Cash With Trustee	0.00	(8,124.00)	0.00 %	0.00	(8,124.00)	0.00 %
	Total Assets	0.00	(8,124.00)	100.00 %	0.00	(8,124.00)	0.00 %
Fund Balance							
39000	Undesignated Fund Balance	0.00	0.00	0.00 %	0.00	0.00	0.00 %
	Total Fund Balance	0.00	0.00	100.00 %	0.00	0.00	0.00 %
Revenues							
46120	Airport Maintenance Program	0.00	(55,500.00)	0.00 %	0.00	0.00	0.00 %
	Total Revenues	0.00	(55,500.00)	100.00 %	0.00	0.00	0.00 %
Expenditures							
91110	General Administration Projects	0.00	63,624.00	0.00 %	0.00	8,124.00	0.00 %
	Total Expenditures	0.00	63,624.00	100.00 %	0.00	8,124.00	0.00 %
Total	189 Other Capital Projects	0.00	0.00	100.00 %	0.00	0.00	0.00 %

DEVELOPMENT COMMITTEE

February 13, 2017

Minutes

Present

Wilson	Bunker	Walker
Farley	Logan	

1. Houston Rezoning – Light Industrial to Residential – 1
 - John Pitner reported to the committee that the Houston rezoning that was tabled last month, had been reviewed. The owners of the property had been the ones to request the rezoning.
 - After discussion, the committee voted to recommend approval to the Commission, on a motion by Logan, seconded by Farley.
2. Zoning Amendment – Solar Farms
 - John Pitner reported to the committee that the Planning Commission has proposed regulations to address solar farms. The new regulations would need city approval prior to moving forward with county approval, and location and site review must be done prior to approval from the Planning Commission.
 - After discussion, the committee voted to recommend approval to the Commission, on a motion by Bunker, seconded by Walker.
3. Zoning Amendment – Rural Preservation Enhancement District (RPED)
 - John Pitner reported to the committee that the Planning Commission is recommending changes to the RPED that would allow planning staff to certify building location to the Planning Commission, and that will allow rural fencing along roads.
 - After discussion, the committee voted to recommend approval on a motion by Logan, seconded by Bunker.
4. Non-Profit Adequate Facilities Tax Rate Adjustment
 - Mayor Taylor reported to the committee that he could find no other method within the Adequate Facilities Tax (AFT) regulations that would allow a non-profit (in this case, St. Jude) to not be liable for the AFT Tax.
 - Mayor Taylor did report that the County can donate to a non-profit, after giving public notice. He suggests donating to St. Jude, that they would then use to pay the tax. The net effect is the same, with the County being able to act on a case-by-case basis.
 - After discussion, the committee voted to start the process of donating to the proper entity for St. Jude. The amount of the donation would be \$1,800. The motion was made by Farley, seconded by Walker.
5. Airport Discussion
 - David Booth, Fayette County Airport Manager, reported to the committee on activities at the airport.
 - He told the committee that the airport is in transition from an older style of airport direction finder to a more modern GPS based method.
 - He reported that on fuel sales had remained flat. That our prices are in the middle of the range for our area. That while lowering the fuel prices may or may not increase sales, the revenue would decrease and would put a larger burden on the taxpayer.
 - He told the committee that space was allocated in the Airport Plan for hanger construction, but that in the near term, there was little grant funds available. We would be interested in working with a group to build hangars on some lease basis.
6. Gov. Haslam's Road Improvement plan

- Mayor Taylor reported to the committee that Gov Haslam's plan to find additional funds for local and state projects included an increase in fuel taxes. The increase would be 7¢ per gallon, which would translate in to about \$825,000 to the county for roads. He presented a resolution of support that had been drafted by CTAS, and approved by the County Commissioner's Association and the Highway Supervisor's Association.
 - After discussion, the committee voted to move the resolution to the Commission without a recommendation, on a motion by Bunker, seconded by Farley.
7. Broadband Support Resolution
- Gov Haslam has proposed giving grants to local governments and allowing local electrical cooperatives to sell internet access to their customers.
 - Mayor Taylor presented a resolution of support for these efforts.
 - After discussion, the committee voted to recommend approval to the Commission, on a motion by Logan, seconded by Walker.

Meeting adjourned.

**A RESOLUTION TO URGE PASSAGE OF THE TENNESSEE BROADBAND ACCESSIBILITY
ACT BY THE TENNESSEE GENERAL ASSEMBLY**

WHEREAS, Tennessee currently ranks 29th in the U.S. for broadband access; and

WHEREAS, 13 percent of the state lacks access to broadband and 34 percent of the state's rural residents do not have broadband coverage at the recognized minimum standards because of low population density and/or geographical constraints; and

WHEREAS, broadband access is critical for business, education, health care, and agriculture; and

WHEREAS, in response to this critical need for increased broadband access, Governor Haslam has proposed the Tennessee Broadband Accessibility Act, which would provide grants and tax credits to encourage deployment of broadband to previously unserved areas; and

WHEREAS, in addition to grants and tax credits, the Act would authorize the state's private, non-profit electric cooperatives to provide broadband throughout their territories; and

WHEREAS, the Act also provides grant opportunities for local libraries to help the libraries provide more digital literacy training to the state's citizens; and

WHEREAS, the County Legislative Body of Fayette County, Tennessee believes the Tennessee Broadband Accessibility Act provides necessary and reasonable steps to improve broadband access in the state.

NOW, THEREFORE BE IT RESOLVED by the county legislative body of Fayette County meeting in session at Somerville, Tennessee, on the 28th day of February, 2017, that the Tennessee General Assembly is strongly urged to pass the Tennessee Broadband Accessibility Act in order to increase broadband accessibility in the state.

BE IT FURTHER RESOLVED, that the County Clerk shall mail a copy of this resolution to the Governor, the Lieutenant Governor and the Speaker of the House.

Adopted this 28th day of February, 2017.

APPROVED: _____ ATTEST: _____
County Mayor County Clerk

FAYETTE COUNTY PUBLIC WORKS DEPARTMENT

117 HIAWATHA STREET
P.O. BOX 579
SOMERVILLE, TENNESSEE 38068

901-465-5222
FAX 901-465-9105

HANK FRANCK, Chairman
ANDREW AVERY, Secretary
JIMMY JORDAN

WESLEY PARKS
RUSSELL WICKER
JIM SMITH, Superintendent

Date: February 8, 2017

To: Mayor Taylor, County Commission

From: Public Works Board, Superintendent

Subject: 2017 Fayette County Public Road List

The attached public road list is submitted per T.C.A. 54-10-103 for consideration and approval by the County Commission at their February 2017 regular meeting. Please place this on the Development Committee's agenda this month for their review and recommendation.

Thank You.

FAYETTE COUNTY		
2017 OFFICIAL PUBLIC ROAD LIST		
APPROVED BY COUNTY COMMISSION:		
ROAD NAME	LENGTH (MILE)	MAP INDEX
ABBOTT HALL CT.	0.20	B2
AINSLEY MANOR DR.	0.80	B2
AIRPORT RD.	1.08	C4
AKIN RD.	2.50	A4
ALAMO CV.	0.10	E2
ALEXANDER DR.	1.37	B5
ALISHA DR.	0.83	D2
ALLEN RD.	1.92	C4
ALLENBY DR.	0.46	B1
ALVIN DR.	0.18	C4 (INSET 1)
AMES DR.	1.07	D6
AMHERST DR.	0.65	B2
AMESBURY CV.	0.09	C1
ANDERSON RD.	0.75	E3
ANDREW RD.	0.93	A3
ANNISTON CT.	0.09	B2
ANTLER CV.	0.07	C2 (INSET 3)
ARENA RD.	0.66	D3
ARLINGTON CT.	0.29	B2
ARMORY RD.	1.45	B4
ARMOUR DR.	7.55	C5,C6
ASBURY DR.	2.64	C5
ASH CV.	0.04	C2
ASHLEY CV.	0.10	C2 (INSET 3)
ASHLEY DOWNS CT.	0.18	B2
ASTON BROOK CV.	0.26	C1(INSET 5)
ASTON CROSS DR.	0.99	C1(INSET 5)
ASTON HALL DR.	0.29	C1(INSET 5)
ASTON LAKE DR.	0.08	C1(INSET 5)
ASTON MANOR DR.	0.13	C1(INSET 5)
ASTON PARK CV.	0.15	C1(INSET 5)
ASTON PARK DR.	0.41	C1(INSET 5)
ASTOR COURT	0.11	B2
ATTERBURY CV.	0.05	C1,C2
ATTERBURY LN.	0.09	C1,C2
AVEBURY CV.	0.12	C1
BAILEY MEADOW DR.	0.10	B1
BAILEY MORRISON DR.	3.96	B6
BAINBRIDGE CV.	0.09	B1
BALMORAL CT.	0.11	C1 (INSET 5)
BASSWOOD DR.	1.15	A3,A4
BATEMAN RD.	3.55	E4
BEACON LIGHT DR.	1.24	C2
BEASLEY DR.	4.22	E5,E6

ROAD NAME	LENGTH (MILE)	MAP INDEX
BEAVER CREEK DR.	2.79	A1,A2
BEECH LOOP	0.89	C5
BELLE FARMS RD.	0.29	D3
BELL GROVE RD.	2.48	B2,C2
BELL MEADE CV.	0.07	C1
BELL MEADE DR.	1.11	C1
BELMONT RD.	1.49	A3
BEN RD.	0.12	C4 (INSET 1)
BENEFIELD DR.	0.22	D4
BENT CREEK CV.	0.07	C1(INSET 5)
BENT CREEK DR.	0.21	C1 (INSET 5)
BERNARD DR.	1.45	A3
BETHLEHEM RD.	2.06	E3
BEVERLY CV.	0.11	C1
BIG BELL CV.	0.10	C1
BIG BELL LOOP	1.51	C1
BISHOP DR.	1.09	C6
BLACK OAK CV.	0.11	A1 (INSET 4)
BLACKBERRY DR.	0.40	C1 (INSET 5)
BLAIN RD.	0.65	D2
BLALOCK DR.	3.83	A5,A6
BLUEBERRY CV.	0.03	C1 (INSET 5)
BLUEBERRY RD.	0.15	C1 (INSET 5)
BOB WHITE RD.	0.61	C2,C3 (INSET 3)
BOBBITT RD.	7.34	D3,E3,E4
BONNE TERRE CR.	0.36	C1
BONNE TERRE CV.	0.12	C1
BONNE TERRE DR.	0.34	C1
BONNIE DR.	0.66	C2
BOOTHE RD.	4.75	A5,B5
BOWERS RD.	0.06	C2
BRADEN RD.	5.10	A2,B1,B2
BRADMEADOW LANE	0.53	C3
BRAGG DR.	1.27	C1 (INSET 5)
BRANSTON CV.	0.13	C1 (INSET 5)
BREEZY MEADOWS CV.	0.27	C1
BREWER RD.	1.27	A3,B3
BRIANWOOD LANE	0.27	C3
BRIGHTON CT.	0.11	C1 (INSET 5)
BRITTAN RD.	0.40	B5
BROCKFORD DR.	0.27	C1 (INSET 5)
BROOKLINE CV.	0.10	C6
BUCKINGHAM CT.	0.06	C1 (INSET 5)
BUFORD ELLINGTON RD.	4.49	D6,E6
BURCH DR.	1.43	D3
BURNETT RD.	2.36	C3,D3,D4
BURROW CEMETERY DR.	1.85	A1 (INSET 4)
BURROWTOWN RD.	1.77	A1
CAITLIN DRIVE	0.40	C3

ROAD NAME	LENGTH (MILE)	MAP INDEX
CALDWELL DR.	0.56	A5
CALEB RD.	0.25	C3
CAMDEN CV.	0.06	B1
CANADAVILLE LOOP	4.83	C1,C2,D1,D2
CANDY OWENS RD.	1.85	E4,F4
CANOMERO CV.	0.16	D3
CANONBURY CV.	0.10	C1,C2
CANTEBURY RD.	0.08	D1
CANTERBURY LANE	0.25	C1,C2
CARNEAL RD.	0.51	D4
CAROL DR.	0.13	B1 (INSET 2)
CARRIAGE CV.	0.12	C1(INSET 5)
CARRYBACK CV.	0.26	D3
CASEY DR.	0.90	D2
CASEY JORDAN RD.	0.11	C3
CATALPA DR.	0.70	C1 (INSET 5)
CEDAR DR.	0.13	D1
CEDAR TRACE DR.	0.41	B1
CENTERPOINT DR.	0.76	B1,B2
CENTRAL DR.	0.39	C4 (INSET 1)
CHAPEL RD.	0.88	E3
CHARLOTTE DR.	0.72	C2
CHERRY RD.	1.93	C1 (INSET 5)
CHESHIRE CV.	0.04	C1(INSET 5)
CHESTER RD.	1.45	B5
CHRIS JOE RD.	0.26	C3
CHRISTOPHER RD.	0.21	C3
CHURCHILL DOWNS LOOP	0.91	D3
CIMARRON RD.	0.17	E2
CITATION CV.	0.15	D3
CLARA CV.	0.12	C1
CLARA DR.	1.48	C1
CLARENDON COVE	0.13	C1 (INSET 5)
CLARK RD.	0.46	C4 (INSET 1)
CLAY POND DR.	3.48	C2
CLEAVES LOOP	0.42	C2
CLEMENT CV.	0.21	D3
CLEMENT DR.	1.16	D2,D3
CLOVER LEAF DR.	0.18	B1
COACH TRAIL	0.36	C1 (INSET 5)
COFFEE GAP RD.	1.65	A6
CONEY RD.	0.90	D1
CORBITT RD.	0.57	E5
COTTONWOOD DR.	0.48	C2
COUNTRY CLUB CV.	0.28	C5
COUNTRY CLUB RD.	5.43	C5
COVENTRY CV.	0.04	E1
COWAN LOOP	8.36	C1(INSET 5)
COX RD.	0.50	D5,E4,E5

ROAD NAME	LENGTH (MILE)	MAP INDEX
CRANGLE RD.	0.49	B2
CROOKED CREEK CV.	0.11	C1 (INSET 5)
CROOKED CREEK DR.	0.82	E1
CROSS OAK LANE	0.23	C2
CRYSTAL SPRINGS DR.	1.48	C2
CYPRESS RD.	1.39	C2
DALTON CV.	0.05	C1 (INSET 5)
DANCY RD.	0.92	A3
DAY RD.	0.53	A5
DEE RD.	0.21	B5
DEER CV.	0.11	B4
DELANA DR.	0.14	C2 (INSET 3)
DEMEKA DR.	0.38	C4
DEVONSHIRE CV.	0.07	B1
DEWITT RD.	0.31	E2
DIFEE RD.	0.92	D4
DILLIARD RD.	0.37	E3
DINK RD.	1.33	B6
DOGWOOD RD.	0.97	C3
DONELSON DR.	4.87	C1,C2 (INSET 5)
DOUGLAS DR.	0.24	D1
DOVE RD.	0.28	E4
DOWDY RD.	3.59	A5,B5
DRIVERS RD.	0.64	A1
DUSCOE RD.	1.50	D4
DUTCH LANE	0.12	D2
EAGLE CV.	0.07	C2
EASTSIDE DR.	3.82	B5,B6
EBENEZER LOOP	6.52	C4,C5,D4,D5
ECOLOGY LOOP	1.43	C2
EDENBERG DR.	0.25	D1
ELLIOTT DR.	0.54	D6
ELM RD.	0.30	C5
EMILY RD.	0.69	C2
EMMA RD.	0.50	C3
EMMA CLAIRE RD.	0.28	C3
ENTERPRISE DR.	0.27	B4
ESTATE DR.	1.20	C1 (INSET 5)
EULA DR.	0.32	E4,E5
EVELYN RD.	0.15	C3
EVENING SHADE CV.	0.19	C1 (INSET 5)
EVERGREEN DR.	0.60	D4
EWELL RD.	2.05	E5
FAIR MEADOW CV.	0.16	C1 (INSET 5)
FAIR MEADOW LN.	0.22	C1 (INSET 5)
FALSTAFF CV.	0.06	B1
FAWN DR.	1.00	C2 (INSET 3)
FAYETTE CORNER DR.	7.35	A5,A6
FEATHERS CHAPEL DR.	11.20	B2,B3,B4,C4

ROAD NAME	LENGTH (MILE)	MAP INDEX
FENDALL DR.	0.30	B4
FERGE DR.	2.19	A5,B5,B6
FERN RD.	0.53	B4
FERTILE VALLEY RD.	1.81	B4
FIELDS DR.	2.37	B1,B2
FINNIE CV.	0.14	C5
FINNIE DR.	1.16	C5
FIRE TOWER RD.	1.60	B5
FISHERVILLE RD.	3.70	D1
FLETA DR.	0.21	B1
FORE DR.	0.14	C2
FOREST DR.	0.33	B2
FOREST EDGE DR.	0.19	C2
FOREST GLADE CV.	0.29	C1
FORTUNE RD.	2.30	D4
FORTY FIVE RD.	0.20	E5
FOWLER DR.	2.77	B3,B4
FRANCIS DR.	1.27	A6
FRANKLIN RD.	2.04	E4,F4
FRAZIER RD.	3.15	E2,F2
FREDONIA RD.	0.42	A3
FREEDOM FARM DR.	0.95	A3
FREELAND RD.	0.72	A6
FRENCHMANS CV.	0.06	C1(INSET 5)
GALLAWAY DR.	0.43	B1
GARNETT RD.	3.01	A4,B4
GARRET COVE	0.08	C3
GARY CV.	0.51	D5
GATELY RD.	3.85	C5,C6
GATLIN DR.	0.94	E6
GERTRUDE RD.	0.21	E5
GLADE SPRINGS DR.	1.41	B4
GLASTONBURY CV.	0.07	C1
GLENN DR.	0.24	C2
GOOD SPRINGS LOOP	4.10	D3
GOODWYN LOOP	0.48	E4
GORDON DR.	0.29	C3
GRAND BRANCHES DR.	0.29	C2
GRANDBERRY RD.	0.33	D2
GRANT RD.	0.09	C4 (INSET 1)
GREAT OAKS DR.	0.80	C1
GREEN DR.	1.12	C5
GREEN MEADOW CV.	0.11	C3
GREENBRIER RD.	0.84	C1 (INSET 5)
GRIMES DR.	0.62	B1
GROVE RD.	0.34	D1
HABITAT CV.	0.20	E2
HALL DR.	2.79	A4
HAMPTON CV.	0.03	B1

ROAD NAME	LENGTH (MILE)	MAP INDEX
HANCOCK CV.	0.10	C1
HANOVER CV.	0.06	B2
HANOVER DR.	0.23	B2
HARRELL DR.	3.93	B1,C1
HARVEY DR.	0.76	D6
HAYS RD.	1.16	E3
HAYSLETT RD.	0.73	D2
HEATHER RD.	0.23	B1 (INSET 2)
HEAVEN HILL DR.	0.99	C6
HEBRON DR.	3.29	A4
HELENE DR.	1.11	B1, B2
HENDRICK RD.	2.20	A2
HENRY DR.	0.32	C4
HERMAN RD.	0.19	C4
HERRON DR.	2.66	B6,C6
HEWLETT DR.	1.65	D2,D3
HICKORY GROVE CV.	0.09	C3
HICKORY GROVE LOOP	1.62	C3
HICKORY LAKE RD.	0.63	C1 (INSET 5)
HICKORY SPRINGS DR.	0.13	C1 (INSET 5)
HICKORY WITHE RD.	0.96	B1
HICKORY WOODS LANE	0.67	C1 (INSET 5)
HICKS RD.	0.58	B2
HIDDEN GROVE COURT	0.20	B1
HIGGS DR.	0.33	D4
HIGH PLAINS CV.	0.12	C1 (INSET 5)
HILL DR.	0.34	B4
HILLARD RD.	1.15	B2
HOLDEN DR.	1.29	C5
HOLLAND DR.	0.53	B4
HOLLY HILL RD.	0.43	C6
HONEYSUCKLE RD.	0.75	E4,F4
HOUSTON RD.	0.42	E5
HOWARD DR.	0.50	D4
HUNTLEIGH DR.	0.14	B1
HUTTON DRIVE	0.08	D3
INA RD.	6.50	A6,B6
IRIS RD.	0.24	B4
IRONWOOD DR.	0.05	C2
ISAAC DR.	0.28	E4
IVY DR.	3.87	B2,C2
JAMESON DR.	0.46	D1,D2
JANICE RD.	0.11	B1 (INSET 2)
JANIS MARIE CV.	0.27	C3
JEFFERSON DR.	0.21	B4
JENKINS DR.	3.95	D2
JERNIGAN DR.	10.12	C4,C5,C6
JOANN RD.	1.25	C3
JOHNSON DR.	6.05	D2,D3,E2,F3

ROAD NAME	LENGTH (MILE)	MAP INDEX
JONES CHAPEL DR.	2.41	D4
JOYNER'S CAMPGROUND DR.	3.00	A4,A5
JULIE CV.	0.27	B1
JUNE DR.	0.59	C4,D4
KARCHER RD.	1.16	B3,C3,C4
KAREN CV.	0.11	C1
KAY CV.	0.19	C2 (INSET 3)
KENSINGTON CV.	0.04	C1 (INSET 5)
KENT LANE	0.08	C2
KEY RD.	0.54	D1
KING DR.	0.70	E4
KINGS MANOR CV.	0.04	C1
KINGSBURY CV.	0.09	C1
KINGSTON CV.	0.03	C1 (INSET 5)
KNIGHTS BRIDGE LN.	0.65	C1
KNOX RD.	2.88	E2,F2
KYLE RD.	0.51	C2
KYLIE GAYLE RD.	0.46	C3
LACONIA RD.	5.00	B5,B6,C6
LAGOSHEN DR.	0.50	E3
LAGRANGE RD.	13.64	C4,C5,D5,D6,E6
LAKEVIEW DR.	1.96	D1
LAMBERT DR.	12.00	B2,B3,B4
LANCASTER DR.	0.14	B1
LARRY ANDERSON LN.	0.30	B1
LAURIE DR.	0.15	B1 (INSET 2)
LAVERNE DAVIS RD.	1.10	C6
LAZENBY DR.	0.88	B3
LEACH DR.	1.40	B4
LEATHERWOOD RD.	1.47	E5
LESTER RD.	0.37	C5
LIBERTY RD.	3.65	E4
LILLARD RD.	0.51	D3
LINCOLN DR.	0.20	D1
LINDI DR.	0.51	D1
LINWOOD DR.	1.11	F2,F3
LONDONDERRY DR.	1.14	C6
LONE OAK CV.	0.07	C2
LONE OAK DR.	0.66	C2
LONESOME DOVE CV.	0.07	C1 (INSET 5)
LONGTOWN RD.	2.10	A2,B2
LOOKOUT POINT CV.	0.10	B1 (INSET 2)
LYNCH CV.	0.23	C1
LYNN RD.	0.30	C1
MACON CEMETERY RD.	2.41	C3,D3
MACON RIDGE CV.	0.08	D3
MAGNOLIA DR.	0.13	E4
MAPLEWOOD CV.	0.15	B2, C2
MARIE DR.	0.30	C1 (INSET 5)

ROAD NAME	LENGTH (MILE)	MAP INDEX
MARTHA CV.	0.21	C2 (INSET 3)
MAXWELL DR.	0.48	E3
MCCARLEY RD.	1.00	C6
MCCRAW LOOP	3.28	A1
MCFADDEN DR.	3.65	C3 (INSET 3)
MCKENZIE LANE	0.19	D2
MCKINSTRY RD.	7.09	D3,D4,E4
MCKNIGHT LOOP	1.96	A1
MCNABB RD.	1.20	B3
MCNEILL RD.	1.79	D5
MEADOW GLEN DR.	0.32	C3
MEADOW RD.	0.45	B2
MEADOW RIDGE DR.	0.26	B1
MEADOW SPRINGS CV.	0.04	C2
MEBANE RD.	4.12	C2
MELBORN RD.	0.34	E4
MELLON RD.	0.35	B1
METRO RD.	0.50	C1 (INSET 5)
MEWBORN RD.	0.63	D3
MILL RD.	0.26	D3
MILLBURY LN.	0.24	C1,C2
MILLER RD.	1.43	A5
MISSISSIPPI RD.	0.38	F5
MOCKINGBIRD RD.	1.36	A2
MONK HOUSE RD.	6.27	C5,D5
MONROE RD.	1.28	B6
MONTEREY DR.	0.76	D1
MOOSE LODGE RD.	0.99	B4
MORMAN DR.	0.42	E2
MORRIS DR.	1.05	D4
MOSBY RD.	3.01	C3,D3
MOSS RD.	2.07	E5
MT. COMFORT RD.	3.11	D6
MT. MORIAH DR.	3.74	B6
MT. PISGAH RD.	0.72	D5
MT. PLEASANT RD.	3.14	E2,F2
MULBERRY DR.	0.15	C2
MURPHY RD.	0.40	B6
MURRELL RD.	2.63	D2
NATIONAL CHAMPIONSHIP DR.	1.94	D6,E6
NEAL RD.	0.21	B3
NEWCASTLE DR.	2.42	C6
NORSE RD.	0.79	C2
NORTH CV.	0.22	C2
NUCKOLLS RD.	2.30	D2
OAK GROVE DR.	2.14	E3,E4
OAK HILL LN.	0.25	B1
OAK HOLLOW CV.	0.12	B1

ROAD NAME	LENGTH (MILE)	MAP INDEX
OAK MEADOW CV.	0.07	C3
OAKWOOD RD.	0.43	A1 (INSET 4)
ODUS DR.	0.16	B2
OLD BROWNSVILLE RD.	8.73	A5,B4,B5
OLD FIFTY NINE DR.	6.96	A3,A4,B4
OLD JACKSON RD.	14.34	A6,B4,B5,B6,C4
OLD SOLOMON MILL RD.	2.92	B3
OLD STATE LINE DR.	1.60	E3
OLD TWO TWENTY TWO DR	0.34	A4
ORR RD.	2.51	B1
PARKS DR.	0.95	C6
PARSON DR.	0.85	C4,C5
PATTYE RD.	0.07	B1
PAYNE RD.	1.60	C2,D2
PECAN CV.	0.24	B2
PERRY RD.	1.94	A6
PERSON RD.	1.47	C3
PERYGIN DR.	0.30	D4
PHOEBE RD.	0.51	B1
PIN OAK CV.	0.07	A1 (INSET 4)
PINETREE RD.	0.45	E4
PITTMAN RD.	3.61	C6
PLANTATION DR.	0.36	C1 (INSET 5)
PLEASANT GROVE RD.	4.35	E3,F3
POINDEXTER CV.	0.35	A2
POINDEXTER RD.	1.85	A2
POOLE RD.	3.32	E4
POPLAR SPRINGS LOOP	1.44	A1
PORTER RD.	4.52	A2,B2
POST OAK CV.	0.05	C2
PRESTBURY PKWY.	0.38	C1,C2
PRICE RD.	5.03	D4
PRUITT RD.	0.61	C2,D2
PULLIAM RD.	0.89	D3
QUAIL CALL RD.	0.99	E4,E5
RAILROAD DR.	1.91	B5,B6
RAIN RD.	0.17	C2
RALEIGH LAGRANGE DR.	6.99	D1,D2
RANDY RD.	0.37	C2
RASPBERRY CV.	0.17	C1 (INSET 5)
RAWLINGS RD.	0.34	A5
REBA RD.	0.35	B6
RED OAK CV.	0.07	A1 (INSET 4)
REGENT DR.	0.23	B1
REHOBOTH RD.	3.48	C5
RICH RD.	1.44	B3
RIDGE RD.	0.24	B2
RIDGECREST DR.	0.55	B1
RIVERSEDGE CV. NORTH	0.05	B1
RIVERSEDGE CV. SOUTH	0.13	B1

ROAD NAME	LENGTH (MILE)	MAP INDEX
RIVERSEDGE DR.	0.16	B1
ROBIN CV.	0.06	C3
RODEO RD.	0.40	E2
ROGERS DR.	1.56	A5
ROLLING ACRES DR.	0.52	C2
ROLLING BROOK CV.	0.06	C6
ROLLING BROOK DR.	0.92	C6
ROLLING MEADOWS RD.	0.42	C3
ROSE RD.	1.00	B5
ROSSER DR.	0.29	E2
ROUND HILL CV.	0.09	C6
RUBE SCOTT DR.	2.07	D6
RUSSELL RD.	0.24	A6
SAGE FIELD DR.	0.15	B1
SALISBURY CV.	0.09	C1
SAIN DR.	0.16	D4
SALES DR.	0.76	D3
SAMMONS DR.	1.38	C1
SARDIS DR.	6.01	C5,C6,D6
SCHAEFFER CV.	0.05	E4
SCHAEFFER LOOP	1.08	C2
SCOTT DR.	0.33	C2
SEAY DR.	1.26	A2
SELLERS DR.	3.33	C2,C3
SETTLES DR.	0.93	E3
SEWARD DR.	3.41	C1
SHADY GROVE RD.	2.80	C4,D4
SHADY OAKS CR.	0.27	C2
SHADY OAKS CV.	0.06	C2
SHADY OAKS DR.	0.38	C2
SHEFFIELD DR.	0.24	D1
SHINAULT RD.	1.14	C5
SHIRE CV.	0.24	D3
SHIRLEY DR.	0.17	B1 (INSET 2)
SHORE RD.	0.45	B1 (INSET 2)
SIDES DR.	1.76	D4,E4
SIMPSON DR.	0.50	C2
SINAI DR.	5.81	A2,A3
SKELTON DR.	0.20	E3
SLAYDEN RD.	4.09	E3,F3
SMITH DR.	1.71	E6
SMYRNA RD.	1.37	A6
SNOW DR.	0.64	E6
SOMERSET CV.	0.06	B2
SPARKMAN DR.	1.01	B4
SPRINGER RD.	1.80	B3
ST. GEORGE DR.	0.41	B1
STAFFORD DR.	1.92	B3
STAGG RD.	1.58	C2 (INSET 3)

ROAD NAME	LENGTH (MILE)	MAP INDEX
STEVENS DR.	1.35	B2,B3
STEWART RD.	0.82	C1 (INSET 5)
STINSON DR.	2.94	E2
STROUP RD.	0.50	B4
STUART LOOP	0.37	C4 (INSET 1)
SUGAR HILL DR.	1.51	F3
SUNSET RIDGE RD.	0.40	E2
SWEET RD.	0.22	F5
TALFORD CV.	0.14	C1 (INSET 5)
TALL OAK CV.	0.07	A1 (INSET 4)
TANASI DR.	0.46	D2
TAYLOR DR.	0.36	C4 (INSET 1)
TEAGUE STORE RD.	2.88	C3,C4
TERRY RD.	1.38	B3,C3
THISTLE DR.	0.16	B1
THOMAS RD.	0.70	C1
THOMPSON DR.	0.18	E4
THORPE DR.	7.66	A2,A3,A4
TIMBERLANE RD.	0.36	A1 (INSET 4)
TOMLIN RD.	3.58	B3,C3
TRAINER DR.	1.94	B6
TRAVELERS REST RD.	0.21	B3
TRIPP RD.	2.92	A5
TURNER RD.	2.56	E6
UMBARGER DR.	0.73	D5
UNION DR.	2.81	B5
VALE RD.	0.39	C3
VALERIE COVE	0.19	C3
VALLEY DR.	0.35	E4
VESTER RD.	0.14	B4
WADE DR.	4.06	D2,D3
WAGON WHEEL DR.	3.15	A3,B3
WALKER DR.	1.29	A6
WALLS RD.	0.64	B5
WALNUT BEND CV.	0.07	A1 (INSET 4)
WALNUT BEND RD.	1.35	A1 (INSET 4)
WARE DR.	0.21	C4 (INSET 1)
WARR RD.	0.44	E2
WARREN RD.	7.11	B3,C3,D3
WATER OAK CR.	0.30	C2
WATERFORD CV.	0.17	C1 (INSET 5)
WATKINS DR.	3.59	D4
WEST DR.	0.93	C2
WESTBURY LANE	0.68	C1,C2
WESTMINSTER RD.	0.37	C6
WHITE OAK DR.	0.41	C1 (INSET 5)
WHITEHALL CT.	0.90	E4
WILBOURNE RD.	2.29	C3
WILDER RD.	0.36	B3

ROAD NAME	LENGTH (MILE)	MAP INDEX
WILDFLOWER DR.	0.75	C4,D4
WILDWOOD RD.	0.95	C1
WILLIAMS DR.	2.04	A2,B2
WILLOW BEND DR.	0.36	B1
WILLOW GLYN CV.	0.05	C2
WILLOW OAK DR.	0.28	A1 (INSET 4)
WILSON RD.	1.76	B3
WINDSOR CT.	0.46	C1 (INSET 5)
WINFREY RD.	1.41	B4
WIRT RD.	2.72	B2,C2
WITHERINGTON RD.	1.70	A1
WOODBURY CV.	0.04	B2,C2
WOODMIRE RD.	0.30	B1 (INSET 2)
WOODMONT DR.	0.37	C1 (INSET 5)
WOODS DR.	0.83	A6
WOODSEGE CV.	0.25	C2
WOODSEGE DR.	1.34	C2
WOODWIND CV.	0.21	C1 (INSET 5)
YAGER DR.	14.28	E3,E4,E5,E6,F5
YANCEY RD.	2.01	C2,D2
YUM-YUM RD.	7.96	A4,B4
TOTAL MILES	714.13	

HEALTH & WELFARE COMMITTEE

Minutes

February 13, 2017

Present

Dacus Farley Reeves Leggett

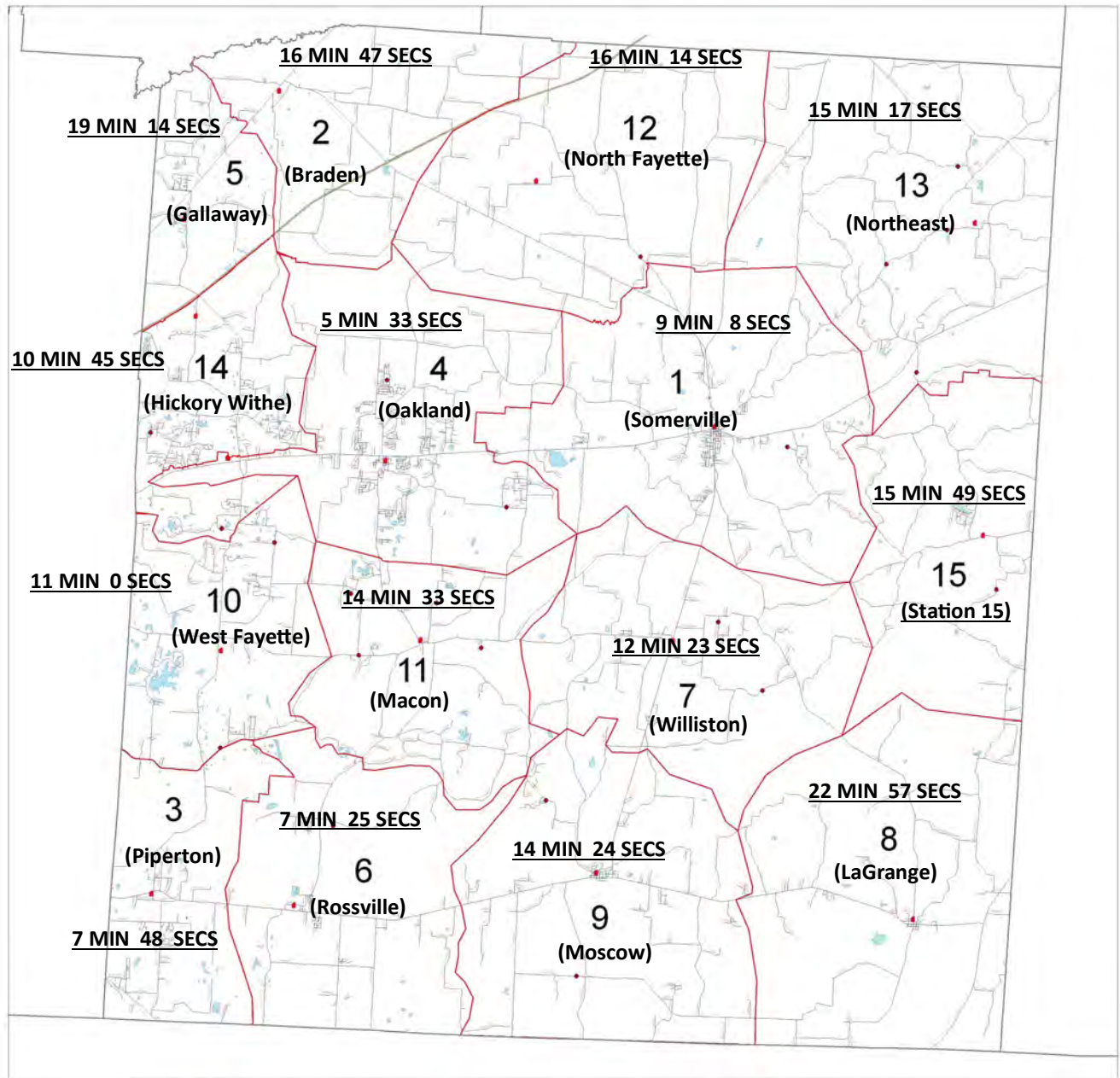
- 1) Animal Registration Update
 - The committee discussed the progress of the implementing the animal registration with PetData.
 - Dr. Weatherly, a veterinarian from the Somerville area, addressed the committee with some concerns about the implementation and the need for an outside vendor. He felt that the fees could have been increased, collected, and the animal shelter built quicker, without a vendor being paid to administer it.
 - The committee discussed the need for better data management at all hours, not just during business hours. Also there should be less imposition on local veterinarians to help collect the fees.
- 2) Ambulance Reports
 - Glenn Miller, Fayette County Ambulance Director, went over the Run, Collections, and Budget Reports.
 - He also reviewed the Annual Service Audit and the Ambulance Response map.
- 3) Budget Amendment – Ambulance
 - Mr. Miller said an anonymous benefactor was willing to donate half the cost of placing Lucas-devices (automatic CPR machines) on all our ambulances. The total cost is about \$62,000. Mr. Miller says he has all but \$11,000 to make the county's match.
 - After discussion, the committee voted to recommend approval of the request on a motion by Farley, seconded by Dacus.
- 4) Budget Amendment – Health Department
 - The Health Department was asking for a budget amendment to move funds around to allow for repairs at the facility. No change in fund balance.
 - After discussion, the committee voted to recommend approval on a motion by Farley, seconded by Dacus.
- 5) Landfill Performance Assurances
 - Mayor Taylor presented documents that assure the state that the county will uphold its agreements to work on any problems at the closed portion of our landfill. We have the option of giving a bond or this assurance.
 - After discussion, the committee voted to recommend approval on a motion by Leggett, seconded by Dacus.
- 6) Solar Panels at our Landfill
 - Mayor Taylor presented a contract that will allow a company to place solar panels on our closed out portion of our landfill. We will receive \$250/acre for 20 years. This will be on about 8 acres.
 - After discussion, the committee voted to recommend approval on a motion by Dacus, seconded by Farley.
- 7) Household Hazardous Waste Day

- On Saturday, March 25th, Fayette County will host a Household Hazardous Free Dropoff day. Anyone with old paint, solvents, batteries, etc. that need to be disposed, can bring them to the landfill for no charge.
- 8) Medical Examiner – Dr. William Burch
- Mayor Taylor recommended re-appointment of Dr. William Burch as Fayette County's Medical Examiner.
 - After discussion, the committee voted to recommend the appointment on a motion by Leggett, seconded by Farley.
- 9) Health Department Grant for Rural Health
- Mayor Taylor reported that the County had received a grant to place exercise equipment at the UTM-Somerville walking track. No county expenditures and should be installed this summer.

Meeting adjourned.

AMBULANCE RESPONSE TIME BY FIRE DISTRICT

7/18/16 -1/18/17



Fire Department Districts

Fayette County
Tennessee

- County Boundary
- Fire District
- Fire Station
- WaterSource
- Road
- Lake

Map updated December 2010 by the Fayette County Planning and Development Office.
Updated October 2009.

For Mapping Purposes only. Not to engineering scale.
Data believed to be accurate when entered on the map.



1 inch = 5,000 feet



EDUCATION COMMITTEE**Minutes****February 14, 2017****Present**Lillard
WatkinsBunker
Allen

Cox

1. Budget Amendment – School Federal Projects Fund 142
 - The School Board had several individual amendments moving funds within Fund 142. No affect on fund balance.
 - After discussion, the committee voted to recommend approval on a motion by Bunker, seconded by Allen.

Meeting Adjourned.

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE**Minutes****February 14, 2017****Present**

Kelley Rice Goodroe Leggett Watkins Seals

1. Sheriff's Report
 - The committee reviewed the monthly report of activity by the Sheriff.
2. Disciplinary Review Board
 - Sheriff Riles nominated the following people for his Prisoner Disciplinary Review Board: Michael Presson, Ken Hunt, Ross Wharton, Daniel Brown, Lynn Sparks, James Bailey, and Carol Ann Mason.
 - After discussion, the committee voted to recommend approval on a motion by Leggett, seconded by Goodroe.
3. Budget Amendment – Drug Court
 - Judge Gallagher asked that funds be moved around in the Drug Court account.
 - After discussion, the committee voted to recommend approval, on a motion by Seal, seconded by Rice.
4. Budget Amendment – Drug Fund 122
 - Sheriff Riles is asking to move proceeds from confiscated property into a line where he can use them.
 - After discussion, the committee voted to recommend approval, on a motion by Leggett, seconded by Rice.
5. Jail IT – Request for Proposals (RFP)
 - Sheriff Riles puts out a RFP for IT improvements at the jail. This was discussed last month, with permission for him to begin the process.
 - SandStorm, Inc., from Covington, was the winner of the request.
 - The committee reviewed the recommendation and voted to recommend approval to both the award and the necessary budget amendment to fund it. Motion was made by Leggett, seconded by Rice.

Meeting Adjourned.

BUDGET COMMITTEE

Minutes

February 14, 2017

Present

German	Wilson	Reeves	Oglesby	Kelley	Logan
Seals	Lillard				

1. Budget Amendment – Misc.
 - Moving funds for the purchase of a vehicle for Planning and Development, and insurance proceeds for the Fire Department.
 - After discussion, the committee voted to recommend approval on a motion by Logan, seconded by Oglesby.
2. Budget Amendment – Tourism
 - Moving funds from received overcharges for employee benefits to match the tourism grants. No change in fund balance.
 - The committee discussed the request and voted to recommend approval on a motion by Reeves, seconded by Seals.
3. Budget Amendment – Archives
 - This places the Archives grant funds into our budget.
 - After discussion, the committee voted to recommend approval on a motion by Oglesby, seconded by Logan.
4. Budget Amendment – Register of Deeds
 - The Register of Deeds needed additional funds for communication and printing. The communication shortfall was due to the delay in implementing the new phone system.
 - After discussion, the committee voted to recommend approval on a motion by Lillard, seconded by Logan.
5. Budget Amendment – Health Department
 - The Health Department was asking for a budget amendment to move funds around to allow for repairs at the facility. No change in fund balance.
 - After discussion, the committee voted to recommend approval on a motion by Reeves, seconded by Kelley.
6. Budget Amendment – Ambulance
 - Mr. Miller said an anonymous benefactor was willing to donate half the cost of placing Lucas-devices (automatic CPR machines) on all our ambulances. The total cost is about \$62,000. Mr. Miller says he has all but \$11,000 to make the county's match.
 - After discussion, the committee voted to recommend approval of the request on a motion by Reeves, seconded by Kelley.
7. Budget Amendment – Drug Court
 - Judge Gallagher asked that funds be moved around in the Drug Court account.
 - After discussion, the committee voted to recommend approval, on a motion by Kelley, seconded by Reeves.
8. Budget Amendment – Drug Fund 122

- Sheriff Riles is asking to move proceeds from confiscated property into a line where he can use them.
 - After discussion, the committee voted to recommend approval, on a motion by Kelley, seconded by Oglesby.
9. Budget Amendment – School Federal Projects Fund 142
- The School Board had several individual amendments moving funds within Fund 142. No effect on fund balance.
 - After discussion, the committee voted to recommend approval on a motion by Lillard, seconded by Allen.
10. Non-Profit Adequate Facilities Tax Rate Adjustment
- Mayor Taylor reported to the committee that he could find no other method within the Adequate Facilities Tax (AFT) regulations that would allow a non-profit (in this case, St. Jude) to not be liable for the AFT Tax.
 - Mayor Taylor did report that the County can donate to a non-profit, after giving public notice. He suggests donating to St. Jude, that they would then use to pay the tax. The net effect is the same, with the County being able to act on a case-by-case basis.
 - After discussion, the committee voted to start the process of donating to the proper entity for St. Jude. The amount of the donation would be \$1,800. The motion was made by Oglesby, seconded by Reeves.
11. Landfill Performance Assurances
- Mayor Taylor presented documents that assure the state that the county will uphold its agreements to work on any problems at the closed portion of our landfill. We have the option of giving a bond or this assurance.
 - After discussion, the committee voted to recommend approval on a motion by Reeves, seconded by Oglesby.
12. Assessor of Property – 4-year Reappraisal Plan
- Mark Ward, Fayette County Assessor of Property, forwarded a request to retain the current plan to assess property in Fayette County.
 - After discussion, the committee voted to recommend approval on a motion by Logan, seconded by Oglesby.
13. Open Records Policy amendment
- Mayor Taylor presented a Model Policy for Open Records that will follow current law. We must adopt one by July 1st. He asked that they review the policy and bring it back for a vote next month.
14. Gov. Haslam’s Road Improvement plan
- Mayor Taylor reported to the committee that Gov Haslam’s plan to find additional funds for local and state projects included an increase in fuel taxes. The increase would be 7¢ per gallon, which would translate in to about \$825,000 to the county for roads. He presented a resolution of support that had been drafted by CTAS, and approved by the County Commissioner’s Association and the Highway Supervisor’s Association.
 - After discussion, the committee voted to move the resolution to the Commission without a recommendation, on a motion by Reeves, seconded by Kelley.
15. Election Office – Possible Sale of Building
- Mayor Taylor reported to the committee that he had been approached by the owners of the building where the Election Office is located about a purchase by the County of the building. Mayor Taylor is having an appraisal done and will bring back the results for next month’s meeting.

16. Delinquent Tax Attorney

- Barbra Parker, Fayette County Trustee, has recommended the law firm of Matthews, Rhea for our Delinquent Tax Attorney and that their rate be the same as last year of 10%.
- After discussion, the committee voted to recommend approval on a motion by Oglesby, seconded by Allen.

17. Jail IT – Request for Proposals (RFP)

- Sheriff Riles puts out a RFP for IT improvements at the jail. This was discussed last month, with permission for him to begin the process.
- SandStorm, Inc., from Covington, was the winner of the request.
- The committee reviewed the recommendation and voted to recommend approval to both the award and the necessary budget amendment to fund it. Motion was made by Reeves, seconded by Kelley.

18. Budget Amendment – Legal Services

- Moving funds from fund balance to cover legal services concerning the Election Office lawsuit in Gallaway.
- After discussion, the committee voted to recommend approval on a motion by Logan, seconded by Reeves.

Meeting Adjournment

OPTION AGREEMENT FOR SOLAR ENERGY SITE LEASE

THIS OPTION AGREEMENT FOR SOLAR ENERGY SITE LEASE (this “Option Agreement”) is made and entered into as of _____, 20__ (the “Effective Date”) by and between Owner (defined below) and HEXAGON ENERGY, LLC, a Virginia limited liability company (“Developer”). In consideration of the mutual promises and covenants contained in this Option Agreement, the adequacy and sufficiency of which are hereby acknowledged, Developer and Owner agree as follows:

1. Basic Provisions. The following terms shall have the meanings set forth below:

A. “Owner”

B. “Property”

Certain real property located in the County of Fayette, State of Tennessee, more particularly described in Exhibit A attached hereto and incorporated herein by this reference, consisting of approximately 37 acres.

C. “Option Period”

The period commencing on the Effective Date and continuing for twelve (12) months thereafter, subject to extension pursuant to Section 4 below.

D. “Address for Notices”

(a) Owner:

(b) Developer:

Hexagon Energy, LLC
722 Preston Ave.
Suite 102
Charlottesville, VA 22903
Phone: (434) 227-5090
Attn: Drew Price

2. Grant of Option. Owner grants to Developer the exclusive right and option (the “Option”) to enter into a lease of the Property to evaluate, develop, construct and operate a solar energy project (as more particularly described in the Solar Energy Site Lease attached hereto as Exhibit B, the “Generating Facility”) together with all ancillary rights and easements for transmission and access in accordance with the terms and provisions of the Solar Energy Site Lease in the form attached hereto as Exhibit B and incorporated herein by this reference (the “Lease”). This Option is made and given on the terms and conditions set forth in this Option Agreement.

3. Option Fee. As consideration for the Option, commencing on the Effective Date, Developer shall make a payment to Owner of the Option Fee.

4. Extension of Option Period. Developer shall have the right to extend the Option Period by up to two (2) additional six (6) month periods by giving Owner written notice of Developer’s election to extend the Option Period (an “Extension Notice”) at least thirty (30) days before the expiration of the then current Option Period. In the event the Extension Notice is not delivered by the due date for the same, then the Option will expire at the end of the then current Option Period.

5. Exercise of Option. Developer may exercise the Option at any time during the Option Period, as it may be extended pursuant to Section 4, by written notice of exercise to Owner (the “Notice of Exercise”). Upon exercise of the Option, all of the rights, interests, obligations, conveyances and other terms and covenants of the Lease shall be immediately effective and binding on the parties. Notwithstanding the foregoing, Owner and Developer shall execute the Lease in the form attached hereto as Exhibit B within thirty (30) days of Developer delivering a Notice of Exercise.

6. Representations, Warranties and Covenants. Owner represents and warrants to Developer that it owns the Property in fee simple. Owner further represents and warrants to Developer that Owner and each person signing this Option Agreement on behalf of Owner has the full and unrestricted power and authority to execute and deliver this Option Agreement and grant the interests herein granted. All persons having any ownership or possessory interest in the Property (including spouses) are signing this Option Agreement. Owner also represents that, upon and/or in connection with the exercise of the Option by Developer, Owner will obtain any necessary consents, non-disturbance and/or subordination agreements from any lienholders and any and all tenants having a possessory interest in the Property at the time the Option is exercised. Owner represents and warrants that (i) the Property is in compliance with all laws, rules and regulations, (ii) there are no laws, rules or ordinances of any governmental agency, that would impair or otherwise adversely affect the construction, installation or operation of the Generating Facility, and (iii) the use of the Site as a Generating Facility is in compliance with all applicable laws, rules and ordinances.

7. Developer Rights and Covenants During Option Period. Developer shall have the following rights and obligations during the Option Period.

(a) Access to Property for Inspection and Resource Evaluation. Owner hereby grants Developer an exclusive license during the Option Period for Developer and its

employees, agents and permittees to have access to the Property for the purposes of inspection, survey, design of improvements, tests, and other actions reasonably related to the investigation by Developer of the suitability of the Property for solar energy development, including, but not limited to an evaluation of the Property's suitability as a solar energy site, solar intensity, zoning restrictions, transmission, meteorological studies and soil, water, environmental, archeological and geologic studies on the Property. During its presence on the Property, Developer shall cooperate with Owner to minimize disruption of the operations of Owner at the Property or any adjoining property. Despite anything to the contrary in this Option Agreement, Developer shall be permitted to access the Property twenty-four (24) hours a day, seven (7) days a week as reasonably determined by Developer.

(b) Permits. Owner hereby gives its consent to any action taken by Developer in applying for any and all governmental permits, licenses, certificates, approvals, variances and other entitlements for use (“**Permits**”) necessary for the construction, installation and operation of the Generating Facility, and Owner hereby appoints Developer its agent for applying for such Permits and agrees to assist Developer in obtaining the Permits, if necessary. Developer will carry out the activities set forth in this Section 7(b) in accordance with all applicable laws, rules, codes and ordinances and in such a manner as will not unreasonably interfere with Owner’s operation or maintenance of the Property or any adjoining property.

(c) Access to Documents. Upon reasonable advance notice to Owner, Developer shall have access during normal business hours to any and all documents, drawings, plans, reports, correspondence and memoranda in the possession or control of Owner which relate to the Property and which may be needed for evaluation of the Property and regulatory planning or permitting purposes including, without limitation, the construction plans and details of the landfill to allow Developer to prepare its plans for the Generating Facility.

(d) Owner Execution of Documents. Owner agrees that within ten (10) days after receipt of a written request by Developer it shall: (a) join in all grants for rights-of-way and easements for electric and other public utilities and facilities and any other electric power purpose including any power transmission line as Developer shall deem necessary or desirable for its development and use of the Property; and (b) join with Developer in requesting any and all Permits necessary for Developer’s development and use of the Generating Facility on the Property.

(e) Indemnification. Developer agrees to indemnify and hold harmless Owner, its officers, agents and employees from all liability, loss, claim, damage, cost and expense caused by or resulting from the exercise of Developer’s or its agents’ access to the Property unless due to the negligence of Owner or any pre-existing condition of the Property. Owner agrees to indemnify and hold harmless Developer, its officers, agents and employees from all liability, loss, claim, damage, cost and expense caused by or resulting from the use of the Property or any other adjacent property owned by Owner as a landfill, including without limitation, the release of methane gas, leeching of chemicals into the groundwater or other environmental contamination. The foregoing indemnity provisions shall survive the exercise of the Option or the termination of this Option Agreement.

8. Defaults; Termination.

8.1 Defaults. Each of the following events shall constitute an event of default by the parties and shall permit the non-defaulting party to terminate this Option Agreement and/or pursue all other appropriate remedies.

8.1.1 The failure or omission by Developer to pay amounts required to be paid hereunder when due, and such failure or omission has continued for thirty (30) days after Owner has delivered a written notice of the default to Developer;

8.1.2 The failure or omission by either party to observe, keep or perform any of the other terms, agreements or conditions set forth in this Option Agreement, and such failure or omission has continued for thirty (30) days (or such longer period required to cure such failure or omission, if such failure or omission cannot reasonably be cured within such thirty (30) day period and the cure is diligently and continuously pursued by the defaulting party) after written notice from the other party; or

8.1.3 A party files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it and such involuntary petition or request is not dismissed within sixty (60) days after filing.

8.2 Termination by Developer. Developer may terminate this Option Agreement without fee at any time. Any payments of the Option Fee made to Owner prior to any termination of this Option Agreement by Developer shall be non-refundable.

9. Effect of Option Agreement; Interest in Real Property. The parties intend that the Option Agreement create a valid and present interest in the Property in favor of Developer. Therefore, this Option shall be deemed an interest in and encumbrance upon the Property which shall run with the land and shall be binding upon the Property and Owner and its successors and assigns and shall inure to the benefit of Developer and its successors and assigns. Owner covenants and agrees that during the Option Period, Owner shall not convey the Property or any interest therein or permit any lien or encumbrance to attach to the Property unless the transferee or lien holder, as the case may be, shall agree, in writing, to be bound by this Option Agreement and not disturb the Developer's rights set forth in the Lease if the Option is exercised. Owner shall also protect and defend Developer's interest in the Property and its rights and benefits under this Option Agreement.

10. Assignment. Developer shall at all times have the right to sell, assign, encumber, or transfer all or any part of its rights and interests under this Option Agreement without Owner's consent; provided, however, that the term of any such transfer shall not extend beyond the Option Period and that any and all such transfers shall be expressly made subject to all of the terms, covenants and conditions of this Option Agreement.

11. Miscellaneous.

11.1 Ownership of Installed Property. Owner agrees that all property installed on the Property by Developer and its successors or assigns, whether real, personal or mixed, shall remain the property of Developer and shall be removable by Developer at any time.

11.2 Notices. All notices or other communications required or permitted hereunder, shall, unless otherwise provided herein, be in writing, shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to Owner at Owner's Address and addressed to Developer at Developer's Address. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Notice of change of address shall be given by written notice in the manner detailed in this Section 11.2.

11.3 Further Assurances. Each of the Parties to this Option Agreement, without further compensation, agrees to perform all such acts (including but not limited to, executing and delivering instruments and documents) as reasonably may be necessary to comply with recording requirements or to otherwise fully effectuate each and all of the purposes and intent of this Option Agreement, including without limitation, reasonable amendments hereto as may be required by any mortgagee or lender of Developer (a "Mortgagee") or required in connection with the transfer by Developer of the rights granted under this Option Agreement. Owner expressly agrees that it will from time to time enter into reasonable nondisturbance agreements with any Mortgagee which requires such an agreement stating that Owner shall recognize the rights of the Mortgagee and not disturb its possession of the Property so long as it is not in default of any of the provisions of this Option Agreement.

11.4 Estoppel Certificates. Each party agrees that it shall, at any time during the Option Period within (10) days after a written request by the other party, execute, acknowledge and deliver to the requesting party a written statement certifying that this Option Agreement is unmodified and in full force and effect (or modified and stating the modifications), the dates on which the payments and any other charges have been paid, and that there are no defaults existing or that defaults exist and stating the nature of such defaults.

11.5 No Waiver. No waiver of any right under this Option Agreement shall be effective for any purpose unless it is in writing and is signed by the party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Option Agreement.

11.6 Confidentiality. Owner shall maintain in the strictest confidence, for the sole benefit of Developer, all information pertaining to the terms and conditions of this Option Agreement, including, without limitation, the financial terms, Developer's site design and product design, methods of operation and methods of construction and power production or availability of the Developer's project, and, without written permission from Developer, Owner shall not issue any statements or press releases or respond to any inquiries from the news media

regarding such matters. This Section 11.6 shall survive the termination or expiration of this Option Agreement.

11.7 Entire Agreement. This Option Agreement, together with its attached exhibits, contains the entire agreement between the parties hereto with respect to the subject matter hereof and any prior agreements, discussions or understandings, written or oral, are superseded by this Option Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Option Agreement shall be effective unless set forth in writing and signed by each of the parties.

11.8 Governing Law. The terms and provisions of this Option Agreement shall be interpreted in accordance with the laws of the State of Tennessee applicable to contracts made and to be performed within such State and without reference to the choice of law principles of such State or any other state.

11.9 Interpretation. The parties agree that the terms and provisions of this Option Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, or more strictly against, either party. The rule of strict construction shall not apply to this Option Agreement. This Option Agreement shall be given reasonable construction so that the intention of Owner and Developer to confer reasonably useable benefits and reasonably enforceable rights and obligations is carried out.

11.10 Partial Invalidity. Should any term or provision of this Option Agreement, or the application thereof to any person or circumstance, to any extent, be invalid or unenforceable, the remainder of this Option Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Option Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.11 Counterparts. This Option Agreement may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

11.12 Attorneys' Fees. The prevailing party in any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Option Agreement or for the interpretation of this Option Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party.

11.13 No Representation. Developer makes no representation or warranty as to the likelihood that it will exercise the Option or as to the suitability of the Property for development of solar energy facilities.

11.14 Relationship of Parties. The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Option Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or

partnership between Owner and Developer or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Owner and Developer shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

11.15 Memorandum of Option. Concurrent with the execution of this Option Agreement the parties shall execute a Memorandum of Option in the form attached hereto as Exhibit C and incorporated herein by this reference. Developer may, at its expense, record the Memorandum of Option.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Option Agreement as set forth below.

“OWNER”

By: _____

Name: _____

Title: _____

“DEVELOPER”

HEXAGON ENERGY, LLC,
a Virginia limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A
DESCRIPTION OF THE PROPERTY

All of that certain real property in the County of Fayette, State of Tennessee, described as follows:

All of those certain real properties located in the City of Somerville on S Main St identified by Parcel Number 090N A 029.00 consisting of approximately 36 acres, identified in green below. To be revised with a metes and bounds survey to be completed by Developer.



EXHIBIT B
FORM OF LEASE

[Attached]

EXHIBIT C
MEMORANDUM OF OPTION

**PREPARED BY AND RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Hexagon Energy, LLC
722 Preston Ave.
Suite 102
Charlottesville, VA 22903

(Space Above for Recorder's Use)

**MEMORANDUM OF OPTION AGREEMENT
FOR SOLAR ENERGY SITE LEASE**

THIS MEMORANDUM OF OPTION AGREEMENT FOR SOLAR ENERGY SITE LEASE (this "Memorandum") is made and entered into as of _____, 20__ by and between Hexagon Energy, LLC, a Virginia limited liability company ("Developer"), and _____, ("Owner").

Recitals

A. Owner and Developer are parties to that certain Option Agreement for Solar Energy Site Lease, dated concurrently herewith ("Option Agreement"), pursuant to which Owner has granted to Developer an exclusive option to lease that certain real property more particularly described on Schedule "I" attached hereto (the "Property").

B. Owner and Developer now desire to provide for public notice of the existence of the Option Agreement and Developer's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Option. Owner hereby grants to Developer the exclusive option to lease the Property (the "Option") upon the terms and subject to the terms and conditions set forth in the Option Agreement.

2. Term of the Option. Subject to the terms and conditions set forth in the Option Agreement, the term of the Option shall be for 1 year and this Memorandum will automatically terminate and be of no further force or effect as of _____, subject to

up to two (2) six (6) month extension options pursuant to the terms and conditions of the Option Agreement.

3. Conflict of Provisions. This Memorandum is prepared for the purpose of recordation and shall not alter or affect in any way the rights and obligations of Developer and Owner under the Option Agreement. In the event of any inconsistency between this Memorandum of Option and the Option Agreement, the terms of the Option Agreement shall control.

4. The deed or other instrument by which Owner acquired record title to the Property is recorded in Deed Book _____, Page _____, in the land records of _____ County, Tennessee.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

"Owner"	"Developer"
<u>[insert name of owner]</u>	HEXAGON ENERGY, LLC, a Virginia limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____ <u>[if applicable]</u>	Title: _____

Schedule "1"
to
Memorandum of Option Agreement

Legal Description

All of that certain real property in the County of Fayette, State of Tennessee, described as follows:

All of those certain real properties located in the City of Somerville on S Main St identified by Parcel Number 090N A 029.00 consisting of approximately 36 acres, identified in green below. To be revised with a metes and bounds survey to be completed by Developer.



SOLAR ENERGY SITE LEASE AGREEMENT

This Solar Energy Site Lease Agreement (this “Lease”) dated as of _____, 20__ (the “**Effective Date**”), is made between Hexagon Energy, LLC, a Virginia limited liability company (“**Tenant**”), and _____ (“**Landlord**”).

RECITALS

A. Landlord is the owner of the Property located in Fayette County, Tennessee, consisting of approximately 37 acres, and more particularly described in the attached **Exhibit A**; and

B. Tenant desires to lease certain premises within the Property shown on **Exhibit B** from Landlord in order to install and operate, including the sale of energy, a solar energy generating facility.

C. As of the Effective Date, Tenant has exercised its exclusive option to lease the Site (defined below) from Landlord, as provided in that certain Option Agreement for Solar Energy Site Lease by and between Landlord and Tenant.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Landlord and Tenant agree as follows:

1. DEFINITIONS AND INTERPRETATION

(a) In this Lease, unless the context requires otherwise:

“Affiliate” means any Person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“Business Day” means any day except Saturday, Sunday or any day on which banks are generally not open for business in the State of Tennessee.

“Commercial Operations Date” means, with respect to the Generating Facility, the date on which the Tenant has issued a notice of commercial operation and has declared that the Generating Facility has been placed into service after any applicable start up and testing.

“Environmental Attributes” means the characteristics of electric power generation at the Generating Facility that have intrinsic value, separate and apart from the generated energy, arising from the perceived environmental benefits of the Generating Facility or energy generated at the Generating Facility, including but not limited to all environmental and other attributes that differentiate the Generating Facility or energy generated at the Generating Facility from energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the Generating

Facility that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the Generating Facility or the compliance of the Generating Facility or energy generated at the Generating Facility with the law, rules and standards of the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or any successor laws, rules or standards or crediting “early action” with a view thereto, or laws or regulations involving or administered by the Environmental Protection Agency or successor administration or any state or federal entity having jurisdiction over a program involving transferability of rights arising from Environmental Attributes.

“Environmental Incentives” means all rights, credits (including tax credits), rebates, benefits, reductions, offsets, and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like, arising from the Environmental Attributes of the Generating Facility or the energy generated at the Generating Facility or otherwise from the development or installation of the Generating Facility or the production, sale, purchase, consumption or use of the energy generated at the Generating Facility. Without limiting the foregoing, “**Environmental Incentives**” includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under any demand-side management or energy efficiency programs offered by a utility company, a third-party provider, or other incentive programs offered by the state and the right to claim federal income tax credits, if applicable.

“Environmental Laws” means all federal, state, local and regional laws, statutes, ordinances, orders, rules and regulations now in force or enacted during the term of this Lease relating to the protection of human health or the environment or relating to waste disposal or environmental protection with respect to hazardous, toxic, or other substances generated, produced, leaked, released, spilled or disposed of at or from the Site.

“Generating Facility” means the solar power generating facility to be located at the Site and owned by Tenant, including all improvements, facilities and equipment constructed or installed by Tenant at any time and from time to time, including the following: (i) arrays of photovoltaic solar panels or tracking mirrors, including foundations, mounting substrates, support structures and related components; (ii) overhead and underground electrical collection, transmission and communication lines, transformers, power inverters, meters and protection equipment, cables, junction boxes, energy storage facilities, telecommunications equipment, switches and electrical substations and related facilities and equipment for the collection, interconnection and transmission of electrical energy and communications; (iii) roads, fences and gates, and other structures and facilities required for ingress and egress for pedestrians, motor vehicles and equipment, and for the efficient development, construction, operation, maintenance and security of the Generating Facility; (iv) any and all equipment and improvements necessary or useful for the ongoing measurement of sunlight and weather; and (v) any other equipment or

facilities that are necessary or desirable for Tenant's development, construction, operation, maintenance or security of the Generating Facility, including laydown areas, satellite operation and maintenance or storage facilities and control buildings.

“Hazardous Materials” means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous substances, toxic substances, pollutants, contaminants, radon, asbestos, lead or lead based paint, oil and petroleum products and their by-products, polychlorinated biphenyls or related materials, and mold, dangerous fungi, bacterial or microbial matter contamination or pathogenic organisms that reproduce through the release of spores or the splitting of cells, as those terms may be used or defined in any Environmental Law.

“Including” means including without limitation, and “includes” means includes, without limitation.

“Person” means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or governmental or regulatory authority.

“Property” means the land described on **Exhibit A**, together with the following:

(i) all right, title and interest of Landlord in and to all rights, privileges and appurtenances pertaining to the Property and any rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Property and all of Landlord's right, title and interest in and to adjacent streets, alleys or rights-of-way and easements, licenses or interests relating thereto; and

(ii) all of Landlord's right, title and interest in and to all permits, licenses and approvals directly relating to the Property, to the extent the same are assignable and transferable.

“Site” means the specific areas of the Property shown as the cross-hatched or shaded area of the site plan attached hereto as **Exhibit B** which will be further defined by a formal ALTA survey to be completed by Tenant prior to the Effective Date.

“Unavoidable Delay” means delay caused by strikes, walkouts (except for strikes or walkouts directly involving employees of the party claiming Unavoidable Delay), civil commotion, warlike operations, governmental regulations or controls, acts of God, inability to procure materials or services, or other causes beyond the reasonable control the party claiming Unavoidable Delay.

(b) Unless the context requires otherwise, words importing the singular include the plural and *vice versa* and words importing gender include all genders.

(c) The division of this Lease into Sections, the insertion of headings, and the provision of any table of contents are for convenience of reference only and will not affect the

construction or interpretation of this Lease. Unless the context requires otherwise, references in this Lease to Sections or Schedules are to Sections or Schedules of this Lease. Any reference in this Lease to any agreement or statute or any section of it will, unless otherwise expressly stated, be deemed to refer to such statute or section as amended, restated or re-enacted from time to time.

2. LEASE AND GRANTS OF EASEMENTS

(a) Landlord:

(i) exclusively leases the Site to Tenant and its successors and assigns for the sole purpose of developing, constructing, installing, operating, maintaining, replacing and relocating the Generating Facility in accordance with the terms and conditions set out in this Lease;

(ii) grants to Tenant and its successors and assigns, for a period co-terminous with this Lease, a non-exclusive easement on, over, under, across and through the Property and the surrounding or nearby premises owned or leased by Landlord and described in **Exhibit C** attached hereto (the “**Easement Lands**”), for the benefit of the Site and the Tenant (and Tenant’s assigns, successors, contractors, customers, invitees and employees) for the purpose of: providing such access on foot and by vehicle as shall be necessary or convenient to gain access to the Generating Facility or the Site; and, the installation, operation, repair, maintenance, replacement and removal from time to time of electrical transmission and data communications cables and wires, and related towers, poles and other apparatus and materials of the Tenant and access to them from time to time;

(iii) grants to Tenant and its successors and assigns, for a period co-terminous with this Lease, an exclusive easement to collect, use and convert all of the solar resources above the Site to electricity, which right shall extend horizontally three hundred sixty degrees (360°) from each point within the Site and vertically through all space above the surface of the Site; and

(iv) grants to Tenant and its successors and assigns, for a period co-terminous with this Lease, the right to undertake any other activities on the Site and the Easement Lands that Tenant determines are necessary, helpful, appropriate or convenient in connection with, incidental to, for the benefit of, or to accomplish any of the foregoing purposes, including, without limitation, conducting surveys and geological, geophysical, environmental, biological, cultural and other tests and studies, in each case by the use of such means and technologies as Tenant may choose, whether or not currently known, and with the right of entry on the Site and the Easement Lands for such purposes.

(b) Landlord reserves all rights to use the Property and the Easement Lands, other than the Site; provided that, Landlord’s use of the Property and the Easement Lands shall not

interfere with Tenant's use of the Site or the Easement Lands in accordance with this Lease or violate the terms and conditions of this Lease.

(c) Tenant hereby leases the Site from Landlord and accepts such grant of easements and rights from Landlord, upon the terms and conditions set forth herein.

3. RENT

Commencing on the Effective Date of this Lease and continuing throughout the Term, Tenant shall pay to Landlord an annual rental payment ("**Rent**") equal to \$250 per acre of the Site escalating annually at a rate of one percent (1%).

4. GENERATING FACILITY CONSTRUCTION

(a) Landlord consents to Tenant's construction and installation on the Site and the Easement Lands of the Generating Facility.

(b) Tenant shall notify Landlord not less than twenty (20) days in advance of the time that Tenant intends to commence installation of the Generating Facility on the Site.

(c) Within thirty (30) days after the installation of the Generating Facility is complete, Tenant shall deliver to Landlord the following: (i) Tenant's affidavit stating that the Generating Facility installed by Tenant has been completed in compliance with the terms of this Lease; and (ii) an affidavit of Tenant stating that all contractors, subcontractors, laborers and material men who have performed work on or furnished materials to the Site have been paid in full and that all liens therefore that have or might be filed have been discharged of record or waived or that a bond has been posted for such purpose.

(d) Except as provided otherwise herein, Landlord hereby consents to Tenant's location of the Generating Facility or related facilities or equipment at any location upon the Site.

5. GENERATING FACILITY INSTALLATION, OPERATION AND OWNERSHIP

(a) Tenant shall have the right from time to time during the term of this Lease:

(i) to determine the feasibility of solar energy power production on the Site, including studies of sunlight concentration and other meteorological data, extracting soil samples, conducting wildlife and other environmental studies, and conducting transmission feasibility studies;

(ii) to construct, install, reinstall or relocate and operate the Generating Facility on the Site;

(iii) to maintain, clean, repair, replace and dispose of part or all of the Generating Facility and to maintain the Site and the Easement Lands as may be required for the proper functioning and operation of the Generating Facility, including removing trees, brush and tree branches that may interfere with access to sunlight to the Generating Facility;

(iv) to add or remove equipment as needed to increase or decrease the capacity of the Generating Facility;

(v) to remove the Generating Facility as permitted pursuant to Section 9;

(vi) to access the Site with guests for promotional purposes during normal open hours and at other times as are acceptable to the Landlord in its reasonable business judgment without disruption of Landlord's operations;

(vii) to publish factual information related to the Generating Facility on its website and through other forms of electronic media. Such information may include, but is not limited to, the location of the photovoltaic system, the name of the Landlord, and other features of the Generating Facility;

(viii) to install and maintain such equipment, as is necessary for remote monitoring of the Generating Facility, including without limitation the establishment of a high speed internet connection;

(ix) to install and maintain such equipment as is necessary or appropriate for the security and protection of the Generating Facility, including without limitation, fences and gates; and

(x) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Tenant, to carry out the activities set forth in clauses (a)(i) through (a)(ix) of this Section 5.

(b) Tenant will obtain all governmental permits, licenses, certificates, approvals, variances and other entitlements for use ("**Permits**") necessary for the construction, installation and operation of the Generating Facility. Landlord hereby gives its consent to any action taken by Tenant in applying for any and all Permits Tenant finds necessary or desirable for the construction and operation of the Generating Facility, and Landlord hereby appoints Tenant its agent for applying for such Permits and agrees to assist Tenant in obtaining the Permits, if necessary. Tenant will carry out the activities set forth in this Section 5 in accordance with all applicable laws, rules, codes and ordinances and in such a manner as will not unreasonably interfere with Landlord's operation or maintenance of the Property.

(c) Landlord acknowledges and agrees that despite that portions of the Generating Facility may be affixed to the Site, (i) Tenant or its Affiliate is the exclusive owner and operator of the Generating Facility, (ii) the Generating Facility shall not be construed to be a fixture, (iii) Tenant or its Affiliate or transferee is the exclusive owner of the electricity generated by the Generating Facility and the Environmental Attributes and Environmental Incentives of the Generating Facility and (iv) the Generating Facility shall not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered (collectively, a “**Transfer**”) with the fee interest or leasehold rights to the Property or otherwise by Landlord or any other person. Landlord shall give Tenant at least fifteen (15) days’ written notice prior to any Transfer of all or a portion of the Property identifying the transferee, the portion of Property to be transferred and the proposed date of Transfer. Landlord shall require any transferee to acknowledge and consent to the terms of this Lease. Landlord agrees that this Lease and the easements and rights granted in Section 2 of this Lease shall constitute covenants running with the Property and the Easement Lands and shall survive any Transfer of the Property.

6. ACCESS

Landlord will make available to Tenant continuous and uninterrupted access to the Generating Facility and the Site and the Easement Lands for the purposes set forth in this Lease. Tenant shall cooperate with Landlord to minimize disruption of the operations of Landlord at the Property. Despite anything to the contrary in this Lease, Tenant shall be permitted to access the Site and the Easement Lands twenty-four (24) hours a day, seven (7) days a week as reasonably determined by Tenant. Upon reasonable advance notice to Landlord, Tenant shall have access during normal business hours to any and all historic documents, drawings, plans, correspondence and memoranda in the possession or control of Landlord which relate to the Property and which may be needed for regulatory planning or permitting purposes.

7. REPRESENTATIONS AND WARRANTIES, COVENANTS OF LANDLORD

(a) Landlord represents and warrants to Tenant that there are no circumstances known to Landlord, and no commitments to third parties, that may damage, impair or otherwise adversely affect the Generating Facility or its construction, installation or function (including activities that may adversely affect the Generating Facility’s exposure to sunlight). Landlord represents and warrants to Tenant that there are no liens, security interests or other encumbrances on the Site or the Easement Lands, except as disclosed on Schedule 7A attached hereto (“**Permitted Liens**”). Landlord covenants to Tenant that it will not cause, create, incur, assume, permit or suffer to exist any liens, security interests or other encumbrances on the Site or the Easement Lands, except for the Permitted Liens. Landlord represents and warrants to Tenant that, except as described in Schedule 7B attached hereto, the Landlord has not used, stored, handled or disposed of Hazardous Materials on or about the Property or the Easement Lands and, to the Landlord’s knowledge, no prior owner of the Property or the Easement Lands or any tenant,

subtenant, prior tenant or prior subtenant have used, stored, handled or disposed of Hazardous Materials on or about the Property or the Easement Lands.

(b) Landlord covenants that Landlord has lawful title to the Property and the Easement Lands and full right to enter into this Lease and that Tenant shall have quiet and peaceful possession of the Site and the Easement Lands throughout the term of this Lease. To the extent, if any, that any third party has legal title to the Site or the Easement Lands or any other claim, lien, encumbrance or right of possession on or against the Property or the Easement Lands, Landlord will obtain such consents or other written documents as are required in order to evidence the consent of such third party to the transactions contemplated by this Lease, the acknowledgement by such third party of the interest of Tenant under this Lease and in the Property and the Easement Lands and the agreement of such third party not to disturb or interfere with Tenant's use and occupancy of the Site and the Easement Lands pursuant to this Lease, which agreement shall be in form and substance acceptable to Tenant. If Landlord fails to obtain an executed agreement from a third party in accordance with this paragraph within twenty (20) days after Tenant's request, then (i) Tenant shall have the right (without waiving any other remedies) to terminate this Lease and to recover from Landlord all rents paid to Landlord through the date of termination; or (ii) Tenant shall have the right, but not the obligation (without waiving any other remedies) to obtain or attempt to obtain an executed agreement from such third party, in which event any and all costs and expenses incurred by Tenant shall, at Tenant's election, either be (y) immediately reimbursed to Tenant by Landlord or (z) offset against any Rent or other amounts then or thereafter due and payable to Landlord under this Agreement.

(c) Landlord will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the Generating Facility or its function (including activities that may adversely affect the Generating Facility's exposure to sunlight). Landlord will not take any action or fail to perform any action to the Property or the Site or the Easement Lands that is reasonably likely to damage, impair or otherwise adversely affect the Generating Facility or its function. Landlord represents and warrants to Tenant that there are no existing or, to Landlord's knowledge, threatened expropriation proceedings, or contemplated sales in place of expropriation, involving a partial or total taking of the Property or the Site or the Easement Lands.

(d) Landlord acknowledges that the Generating Facility may be inadvertently damaged, impaired or otherwise adversely affected by routine activities and operations of Landlord's personnel or licensees on the Site or the Easement Lands. Landlord further agrees that Landlord shall be responsible and liable for any damage, impairment or other adverse effect caused by Landlord's personnel or licensees on the Site or the Easement Lands, whether or not due to any negligence or wilful misconduct on the part of Landlord.

(e) In addition to the foregoing, with respect to any property on which the Generating Facility is to be installed, if Landlord has an existing mortgage or enters into a mortgage after the Effective Date of this Lease, Landlord and Tenant shall enter into an agreement

with such mortgagee subordinating such mortgage to this Lease, providing for non-disturbance in favor of Tenant (so long as Tenant is not in default under this Lease) and otherwise on terms and conditions reasonably satisfactory to Tenant. Landlord acknowledges that without such agreements by superior mortgagees, Tenant may not be able to finance and build the Generating Facility at the Site.

(f) Landlord represents and warrants that the Property and the Easement Lands comply with all applicable laws and that Landlord has not received any written notice of violation of any applicable laws affecting the Property or the Easement Lands that remains unresolved. Landlord shall notify Tenant promptly if Landlord receives any notice of any actual or alleged violation of applicable laws with respect to the Property or the Easement Lands. Landlord further represents and warrants to Tenant that there are no laws, rules or ordinances of any governmental agency, that would impair or otherwise adversely affect the Generating Facility or its construction, installation or function and that the use of the Site as a Generating Facility is in compliance with all applicable laws, rules and ordinances.

(g) Landlord represents and warrants that none of Landlord, the Property or the Easement Lands is subject to any pending lawsuit, arbitration or other legal proceeding that could affect Landlord's ability to perform its obligations under this Lease or Tenant's rights under this Lease and, to Landlord's knowledge, no such lawsuit or other legal proceeding has been threatened.

(h) Landlord represents and warrants that Landlord is the sole owner of the Property. Landlord represents and warrants that Landlord and each person signing this Lease on behalf of Landlord has the full and unrestricted power and authority to execute and deliver this Lease and grant the rights herein granted. Landlord represents and warrants that all parties having a surface ownership interest (as opposed to ownership of subsurface or mineral right interests) in the Property have signed this Lease. Landlord hereby releases and waives all rights under and by virtue of any applicable homestead exemption laws as to this Lease and the rights granted hereunder.

(i) Landlord agrees that within ten (10) days after receipt of a written request by Tenant it shall: (a) join in all grants for rights-of-way and easements for electric and other public utilities and facilities and any other electric power purpose including any power transmission line as Tenant shall deem necessary or desirable for its development and use of the Site; and (b) join with Tenant in requesting any and all zoning changes or other land use permits and/or approvals necessary for Tenant's development and use of the Site as contemplated by this Lease.

(j) In the event that the location of any portion of any Generating Facility or related facilities or equipment to be installed or constructed on the Site is limited or restricted by any private agreements or restrictions or any laws, rules or ordinances of any governmental agency, in addition to any other rights and remedies available to Tenant hereunder, Landlord shall cooperate with and assist Tenant in granting and obtaining waivers, consents, or variances for or from such

agreements or consents or for the requirements and shall execute all documents evidencing Landlord's agreement to the elimination of such requirements.

8. TERM/TERMINATION

(a) The term of this Lease ("**Term**") shall commence on the Effective Date and, unless earlier terminated pursuant to this Section 8, expire twenty (20) years following the Commercial Operations Date (the "Initial Term"). Tenant shall have the option to extend the Term for two (2) additional five (5) year periods (each an "Extended Term"), commencing upon the expiration of the preceding term and expiring at midnight on the day prior to the fifth (5th) anniversary of the commencement of the then current Extended Term, upon the terms and conditions herein set forth. Tenant shall deliver written notice of Tenant's intention to exercise such extension not less than six (6) months prior to the expiration of the Initial Term and first Extended Term

(b) The occurrence of any of the following events shall terminate this Lease:

(i) The expiration of the term of this Lease as set out above in this Section 8;

(ii) The written agreement of the parties to terminate this Lease;

(iii) An uncured material breach of this Lease by either party and the election of the non-breaching party to terminate this Lease;

(iv) From and after the Commercial Operations Date, subject to the rights of Lenders set forth in Section 13 or a casualty, condemnation or removal and replacement of any structures for the Generating Facility, Tenant's failure to operate the Generating Facility for a continuous period of at least twenty-four (24) months for reasons other than Unavoidable Delay; or

(v) Tenant's delivery of not less than ninety (90) days advance written notice to Landlord of Tenant's election to terminate this Lease.

9. REMOVAL

Tenant shall be entitled to remove the Generating Facility or any part thereof and any related equipment from the Site or the Easement Lands at any time upon reasonable notice to Landlord and shall be obligated to remove the Generating Facility within one hundred eighty (180) days after the expiration or other termination of the term of this Lease. In the event that Tenant fails to remove the Generating Facility within one hundred eighty (180) days of expiration or other termination of this Lease, in addition to all other rights and remedies of Landlord, Tenant shall pay to Landlord holdover Rent on a pro rata basis until the Generating Facility is removed.

10. INSURANCE

(a) Tenant and Landlord shall, during the term of this Lease, obtain, maintain and keep in full force and effect, commercial general liability insurance applying to the use and operation of the Generating Facility in the following amounts:

(i) Commercial General Liability

Limits: \$2,000,000 General Aggregate
\$1,000,000 Products & Completed Operations Aggregate
\$1,000,000 Each occurrence
\$1,000,000 Personal Injury (Advertising Injury excluded)
\$50,000 Fire Damage, Any One Fire
\$5,000 Medical Payments, Each Person

(ii) Excess Liability

Limit: \$5,000,000 Aggregate

(b) All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the State of Tennessee, shall be Best rated A or better, shall name the Landlord or Tenant, as applicable, as an additional insured, and shall provide that they may not be cancelled by the insurer for nonpayment of premiums or otherwise or be terminated or lapse of their own accord or by their own terms until at least thirty (30) days (or at least ten (10) days in the event of non-payment of premiums) after service by registered or certified mail of notice of the proposed cancellation upon all parties named in such policies as insureds. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with any other coverage which the other party may carry. Each party shall deliver to the other copies of the policies for all the insurance required to be carried under this Lease, or certificates evidencing the existence and the amounts of such insurance, or renewals of them or binders to them, if applicable, (i) within ten (10) days after the Effective Date, and (ii) at least ten (10) days prior to the expiration of any such policies. Subject to Landlord's right to approve Tenant's net worth and self-insurance program, which approval shall not be withheld unreasonably, Tenant may elect to self-insure any or all of the risks and liabilities to be covered by the insurance policies described in Section 10(a) above. Each party shall have its insurance company that issues its commercial general liability coverage waive any rights of subrogation, and shall have the insurance company include an endorsement acknowledging this waiver, if necessary.

11. TAXES

(a) Tenant shall pay all personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority due to Tenant's use and operation of the Generating Facility (or any portion or component of it), except: (i) real and personal property taxes and assessments and reassessments relating to the Property (including the Site); (ii) inheritance or estate taxes imposed upon or assessed against the Property (including the Site), or any part of it or interest in it; (iii) taxes computed upon the basis of the net income or payments derived from the Site by Landlord or the owner of any interest in it; (iv) taxes imposed on the Landlord's capital invested in the Property or the Site; (v) any corporate income, profits, excess profits, and business tax imposed upon the income of Landlord and any other impost of a personal nature charged or levied against Landlord; and, (vi) taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind that are adopted by any public authority after the date of this Lease. Landlord shall pay all amounts in connection with clauses (i) to (vi) inclusive of this Section 11(a) and if Landlord shall fail to do so prior to the delinquency of such taxes or other amounts, Tenant shall have the right to pay such amounts, in which case Landlord shall reimburse Tenant for such amounts upon Tenant's written demand.

(b) Despite the foregoing provisions in Section 11(a), if the Property experiences any increase in the amount of real property taxes assessed solely as a result of the installation of the Generating Facility on the Site, including any reclassification of the Property, Tenant shall pay or reimburse Landlord an amount equal to the increase no later than ten (10) days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Landlord provides Tenant with copies of the applicable current and past statements of real estate taxes payable for the Property and any related information demonstrating the reasons for any increase in real estate taxes.

(c) Tenant may contest the legal validity or amount of any taxes, assessments, or other charges for which it is responsible under this Lease, and may institute such proceedings as it considers necessary. Tenant shall bear all expenses in pursuing such contest or proceeding. With respect to any taxes for which Tenant is responsible that may constitute a lien on the Property, Tenant shall promptly pay such taxes unless the proceeding in which it contests such tax shall operate to prevent or stay the collection of the taxes so contested or unless Tenant removes any such lien by bonding or otherwise. Landlord agrees to render to Tenant all reasonable assistance, at no cost or expense whatsoever to Landlord, in contesting the validity or amount of any taxes, assessments or charges, including joining in the signing of any reasonable protests or pleadings which Tenant may reasonably deem advisable to file; *provided, however*, that Tenant shall reimburse Landlord for its reasonable attorneys' fees incurred in connection with providing such assistance.

12. LIABILITY AND INDEMNITY

(a) Indemnification. Each party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other party and the other party’s officers, directors, shareholders, members, managers, employees, representatives, mortgagees and agents (collectively the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including reasonable lawyers’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Site or the Easement Lands; (ii) any negligent or intentional act or omission on the part of the Indemnifying Party; or (iii) any breach of this Lease by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

(b) No Consequential Damages. Despite any provision in this Lease to the contrary, neither Tenant nor Landlord shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Lease whether by reason of contract, indemnity, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Lease. The foregoing provision shall not prohibit Tenant or Landlord from seeking and obtaining general contract damages and/or specific performance for a breach of this Lease.

(c) Landfill Liability. The parties anticipate and acknowledge that Landlord may suffer damage to any permeability cover or liner or impenetrable cover or liner relating to the landfill(s) beneath the Site and the Easement Area during Tenant’s construction, installation, decommission, relocation, and maintenance of the Generating Facility on the Site. In order to prevent any such damage, Landlord shall provide to Tenant the specifications for the landfill(s). Provided that Landlord has provided such specifications to Tenant, if such landfill cover or liner is damaged as a result of Tenant’s construction, installation, decommission, relocation, and maintenance of the Generating Facility on the Site, Tenant shall pay Landlord fair compensation for the repair of any such damage and indemnify, defend and hold harmless Landlord for any damage or loss directly relating to such damage. Landlord agrees that it shall maintain any such cover or liner in accordance with best practices relating to landfills in order to prevent the release of methane gas, the leeching of chemicals or wastes into the groundwater, or other damage to the Property and the Easement Area. Landlord shall indemnify, defend and hold harmless Tenant for any damages or loss resulting from Landlord’s failure to comply with the requirements of the foregoing sentence.

(d) Surface Damage Upon Termination/Decommission. Upon termination of this Lease or the decommissioning of the Generating Facility located on the Site, Tenant shall bear all costs and expenses of removing the Generating Facility and all equipment associated with it, with damages to Property being assessed and determined as set out in Section 12(c).

(e) Waiver. The express remedies and measures of damages provided for in this Lease shall be the sole and exclusive remedies for a party under this Lease and all other remedies or damages at law or in equity are waived.

13. ASSIGNMENT AND SUBLETTING; PROTECTION FOR LENDERS

(a) Neither party shall have the right to assign any of its rights, duties or obligations under this Lease without the prior written consent of the other party, which consent shall not be unreasonably withheld. Despite the foregoing, Tenant or its successors or assigns or sublessees may, without securing Landlord's consent, assign any of its rights, duties or obligations under this Lease, provided that any such assignee agrees in writing to be bound by the terms and conditions of this Lease and such assignment is: (i) to one or more of Tenant's Affiliates; (ii) to any present or future purchaser or lessee of the Generating Facility and/or the power generated by the Generating Facility; (iii) to any person or entity succeeding to all or substantially all of the assets of Tenant; (iv) to a successor entity in a merger or acquisition transaction; or (v) to one or more lenders (a "**Lender**") (whether they are Affiliates of or third parties to Tenant) in connection with a financing (including a tax equity financing or a financing by sale-and-leaseback). The Tenant shall notify the Landlord of any assignment of its rights, duties or obligations under this Lease. Following any such assignment in subsections (i) through (iv) above, the assigning Tenant shall be released from any obligations arising under this Lease from and after the date of such assignment.

(b) Tenant and its successors and assigns may, at any time and from time to time, without securing Landlord's consent, sublease or grant sub-easements with respect to any or all of Tenant's right, title and interest in this Lease to any person or entity. With respect to any such sublease or sub-easement: (i) the term thereof shall not extend beyond the term of this Lease; (ii) such sublease or sub-easement shall be expressly made subject to all of the terms and conditions of this Lease; and (iii) no such sublease or sub-easement shall be effective unless in writing. Landlord agrees to enter into a non-disturbance and attornment agreement with any sublessee or holder of a subeasement in a form reasonably approved by Landlord.

(c) With respect to an assignment pursuant to clause (v) of Section 13(a), Landlord acknowledges and agrees that, upon receipt of written direction by Lender, and despite any instructions to the contrary from Tenant, Landlord will recognize: Lender (or any third party to whom Lender has further assigned the rights of Tenant under this Lease), as the proper and lawful Tenant under this Lease of the Site with all of the rights and obligations of the Tenant under this Lease so long as Lender (or its assignee) performs the obligations of Tenant under this Lease; and, Lender's leasehold mortgage or other security from Tenant and Lender's rights to realize under such security.

(d) Landlord shall be protected and shall incur no liability in acting or proceeding in good faith upon any such foregoing written notice and direction by Lender that Landlord shall in good faith believe (i) to be genuine and (ii) a copy of which to have been

delivered to Tenant. Landlord shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such foregoing notice and direction, but may accept and rely upon them as conclusive evidence of the truth and accuracy of such statements.

(e) Landlord and Tenant agree as follows with respect to Lenders:

(i) They will not cancel, modify or terminate this Lease without the prior written consent of each of the Lenders.

(ii) Landlord agrees to notify Lender in writing (at the address to be designated by Lender upon not less than five (5) Business Days' written notice to Landlord prior to any notice by Landlord hereunder) of any act or event of default of Tenant under the Lease of which Landlord has knowledge that would entitle Landlord to cancel, terminate, annul or modify the Lease or dispossess or evict Tenant from the Site or otherwise proceed with enforcement remedies against Tenant. Lender shall have the same amount of time as Tenant, plus an additional ten (10) days with respect to any monetary default and an additional thirty (30) days with respect to any non-monetary default, to cure any default by Tenant under the Lease and Landlord shall accept such performance as if such performance was done by Tenant itself, provided that in no event shall Lender be obligated to cure any such default.

(iii) If within such thirty (30) day period a Lender notifies Landlord that it must foreclose on Tenant's interest or otherwise take possession of Tenant's interest under this Lease in order to cure the default, Landlord shall not terminate this Lease and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Tenant's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Tenant. Upon the sale or other transfer of any interest in the rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

(iv) In case of the termination of this Lease as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Tenant, Landlord shall give prompt notice to the Lenders. Landlord shall, upon written request of the first priority Lender, made within forty (40) days after notice to such Lender, enter into a new lease with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new lease shall be effective as of the date of the termination of this Lease by reason of default by Tenant, and shall be for a term equal to the remainder of the Term of this Lease and upon the same terms, covenants, conditions and agreements as contained in this Lease. Upon the execution of any such new lease, the Lender shall (a) pay Landlord any amounts which are due Landlord from Tenant, (b) pay Landlord any and all amounts which would have been due under this Lease (had this Lease not been terminated) from the date of the termination of this Lease to the date of the new lease, and

(c) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Lease to be performed by Tenant, including but not limited to the agreement for indemnification, to the extent that Tenant failed to perform the same prior to the execution and delivery of the new lease.

(v) Landlord waives any lien it may have, by operation of law or otherwise, in and to the Generating Facility or to any personal property of Tenant. Landlord further agrees to notify any purchaser of the Property, and any subsequent mortgagee or other encumbrance holder, of the existence of the foregoing waiver of Landlord's lien, which shall be binding upon the executors, administrators, successors and transferees of Landlord, and shall inure to the benefit of the successors and assigns of Lender.

(vi) Landlord consents to Lender's security interest in the Generating Facility and waives all right of distraint or seizure for rent and all claims and demands of every kind against the Generating Facility, such waiver to continue so long as any sum remains owing from Tenant to the Lender. Landlord agrees that the Generating Facility shall not be subject to distraint or execution by, or to any claim of, Landlord.

(vii) Landlord hereby irrevocably agrees and consents to refrain from taking any action to bar, restrain or otherwise prevent a Lender from the Site and the Property and the Easement Lands for the purpose of inspecting the Generating Facility.

(viii) At the request of Lender, Landlord shall enter into an agreement with Lender providing for the matters set out above in this Sections 13 (a) to (e), inclusive, affecting Lender, on terms satisfactory to Lender, Landlord and Tenant, each acting reasonably.

14. EVENTS OF DEFAULT

Each of the following shall constitute an event of default, which shall permit the non-defaulting party to pursue such remedies as may be available at law or equity (subject to Section 12(b) and Article 13):

(a) any failure by Tenant to pay any Rent pursuant to Article 3 when due hereunder if the failure to pay continues for thirty (30) days after written notice from Landlord; or

(b) any other material breach of this Lease by either party that continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time.

Notwithstanding anything to the contrary contained herein, in the event of default of Landlord, Tenant shall have the right, but not the obligation, without limitation upon any other

rights or remedies that Tenant may have at law or in equity, to pay or otherwise satisfy any such event of default, in which event all costs and expenses incurred by Landlord shall, at Tenant's election, either be (i) immediately reimbursed to Tenant by Landlord or (ii) offset against any Rent or other amounts then or thereafter due and payable to Landlord under this Agreement.

15. CONDEMNATION

Should title or possession of all of the Property or the Easement Lands be taken in condemnation proceedings by a government agency, governmental body or private party under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Property or the Easement Lands wholly unsuitable for Tenant's use, then this Lease shall terminate upon such vesting of title or taking of possession. In the event of condemnation of only a portion of the subject Property or the Easement Lands, Tenant shall have the right to terminate this Lease upon written notice to Landlord. Also, Tenant or Tenant's designee or assignee shall have the right to participate in any settlement discussions involving Landlord and the condemning authority. Landlord shall receive all condemnation payments except that Tenant is entitled to any amount awarded to compensate for: 1) the removal or relocation of the Generating Facility; 2) loss or damage to any portion of the Generating Facility which Tenant cannot remove or is required not to remove; and 3) loss of use or value of this Lease.

16. MISCELLANEOUS

(a) Governing Law. This Lease will be governed by and construed in accordance with the laws of the State of Tennessee.

(b) Jurisdiction. Each party agrees: (i) that any action or proceeding relating to this Lease may (but need not) be brought in any court of competent jurisdiction in the State of Tennessee, and for that purpose now irrevocably and unconditionally submits to the jurisdiction of such court in the State of Tennessee; (ii) that it irrevocably waives any right to, and will not, oppose any such action or proceeding in the State of Tennessee on any jurisdictional basis, including *forum non conveniens*; and (iii) not to oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from a court of the State of Tennessee as contemplated by this Section 16(b).

(c) Notices. Any notice or communication required or permitted under this Lease shall be given in writing, sent by (a) personal delivery delivered by a representative of the party giving such notice, or (b) overnight delivery by recognized overnight courier, or (c) fax, addressed as follows:

If to Tenant:
Hexagon Energy, LLC
722 Preston Ave.
Suite 102

Charlottesville, VA 22903
Phone: (434) 227-5090
Attn: Drew Price

If to Landlord:

or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent in accordance with this Section. Any such notice or communication shall be deemed to have been delivered: if by personal delivery, when actually received by the addressee or a representative of the addressee at the address provided above; or, if by fax, upon electronic confirmation of receipt by the receiving fax machine.

(d) Publicity. Except as otherwise required by law, government regulations or the requirements of any securities exchange, neither party shall make any public release or announcements regarding this Lease or the subject matter hereof without the other party's written consent.

(e) Severability. If any clause, provision or section of this Lease is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions herein.

(f) Entire Agreement. This Lease constitutes the entire agreement between the parties pertaining to the subject matter of this Lease and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Lease (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Lease.

(g) Counterparts and Fax or Email/Pdf. This Lease may be executed in counterpart or by fax, or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

(h) Amendments. No amendment or modification of this Lease shall be binding unless in writing and duly executed by both parties.

(i) Further Assurances. Each of the parties shall from time to time do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms, intent and purposes of this Lease.

(j) Estoppel Certificates. Either party, without charge, at any time and from time to time, within ten (10) Business Days after receipt of written request by the other party to this Lease, shall deliver a written certificate, duly executed, certifying to such requesting party (or any other Person specified by such requesting party):

(i) that this Lease is unmodified and in full force and effect, or if it has been modified, that the Lease is in full force and effect as so modified, and identifying any such modification;

(ii) whether, to the knowledge of such party, there are then existing any offsets or defenses in favor of such party against the enforcement of any of the terms, covenants and conditions of this Lease and, if so, specifying them, and also whether, to the knowledge of such party, the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and, if not, specifying them;

(iii) the dates to which rent and all other charges under this Lease have been paid; and

(iv) such other information or statements regarding the status of this Lease as may be reasonably requested by a party or a party's lender.

Any such certificate given under this Lease may be relied upon by the recipient of it, except to the extent the recipient has actual knowledge of facts contrary to those contained in the certificate.

(k) Registration. Simultaneously with the execution of this Lease, Landlord and Tenant shall execute the memorandum of this Lease attached hereto as **Exhibit D** and Tenant shall have the right to record the same in the applicable land registry office where the Site is located. Tenant shall be entitled to, and is hereby authorized to, file one or more financing statements or notices of security interest in such jurisdictions as it deems appropriate with respect to the Generating Facility in order to protect its rights in the Generating Facility or in connection with the grant of a security interest in the Generating Facility to any Lender. Landlord agrees to execute a short-form or memorandum of this Lease upon request by Tenant.

(l) Unavoidable Delay. If either party to this Lease shall be unable to perform any of the terms, obligations, or conditions contained in this Lease due to Unavoidable Delay, then such party shall be deemed not to be in default under the Lease for the period of such delay and the time for the performance of any such term, obligation or condition shall be extended for the period of such delay. However, despite anything contained in this Lease to the contrary, nothing in this subsection shall relieve the Tenant from payment of rent as required in this Lease and insolvency or lack of funds shall not relieve any party to this Lease from fulfilment of any obligation arising from any part of this Lease.

(m) Attorneys Fees. In the event of litigation or arbitration for the interpretation, enforcement, termination or cancellation hereof, or for damages resulting from a default hereunder, or which in any manner relates to this Lease, the prevailing party shall be entitled to recover from the other party an amount equal to its actual, reasonable and verifiable out-of-pocket expenses, costs and attorneys' fees incurred in connection therewith.

(n) Further Assurances; Cooperation. Landlord shall fully support and cooperate with Tenant in every reasonable way, with no out-of-pocket expense to Landlord, in the conduct of its operations and the exercise of its rights under this Lease (including with Tenant's efforts to (a) obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights or (b) sell any portion of the project, assign or otherwise transfer all or any part of or interest under this Lease or obtain any financing), and Landlord shall perform all such acts (including executing and delivering maps, instruments and documents within ten (10) days after receipt of a written request made from time to time by Tenant) as Tenant may reasonably specify to fully effectuate each and all of the purposes and intent of the Lease. Without limiting the generality of the foregoing, within ten (10) days after receipt of a written request made from time to time by Tenant, Landlord shall: (i) enter into any reasonable amendment hereto to correct an error in this Lease or amend the legal description attached hereto, including replacing said legal description with a revised description prepared or provided by Tenant's surveyor or title company (ii) execute and deliver to Tenant any owner's affidavit reasonably requested by any title company or attorney reviewing title to the Property; (iii) enter into any reasonable consent and subordination and nondisturbance agreement with any lender stating that Landlord shall recognize the rights of the lender and not disturb its possession of the Property so long as it is not in default under this Lease, and stating such other things as such Lender may reasonably request; (iv) join with Tenant in the signing of any protest, petition, appeal or pleading that Tenant may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits and/or approvals, in each case as Tenant may deem necessary or desirable for Tenant's development and use of the Property as contemplated by this Lease; and (v) if because of the nature of this Lease Tenant is unable to qualify for any tax credit or similar benefit, or in connection with its operations, amend this Lease to assure that Tenant will receive such credits and benefits (but only if such amendment does not materially adversely affect Landlord's reasonable out-of-pocket expenses incurred by Landlord in connection with Landlord's cooperation pursuant to the provisions of this Section). Without limiting the generality of the foregoing, Landlord shall not oppose, in any way, whether directly or indirectly, any application by Tenant for any permit, approval or entitlement at any administrative, judicial, legislative or other level.

In addition to the foregoing provisions of this Section, (a) Landlord hereby authorizes Tenant, or its successor or assignee, to act as its agent and on its behalf in applying to any public agency for land use entitlements or permits necessary or convenient for the construction, operation and maintenance of the Generating Facility on the Property, including but not limited to, general plan amendments, specific plans, zone changes, tentative and final maps, conditional use permits, variances, rights of way, or any kind of environmental permit, as well as grading permits,

foundation permits, building permits, storm water drainage permits, driveway entrance permits or similar construction permits; (b) Landlord further consents to a zero (0) set back requirement for the Generating Facility placed on parcels adjacent to all or any portion of the Property by Tenant or its successor or assignee; and (c) Landlord further authorizes the applicable governmental authority, and its agents, consultants and employees to enter its Property for the purpose of making inspections necessary or convenient to the issuance of land use entitlements or permits for the construction, operation, and maintenance of the Generating Facility on the Property. The rights and agreements set forth in this paragraph shall automatically expire upon the expiration or sooner termination of this Lease.

[Signature page to follow]

IN WITNESS OF WHICH, the parties have executed and delivered this Lease as of the date first set out above.

LANDLORD

By: _____
Name:
Title:

TENANT

Hexagon Energy, LLC, a Virginia limited liability company

By: _____
Name:
Title:

Exhibits:

- A – Property
- B - Site
- C - Easement Lands
- D – Memorandum of Solar Energy Site Lease Agreement

Schedules:

- 7A – Permitted Liens
- 7B - Hazardous Materials

EXHIBIT A
PROPERTY

All of that certain real property in the County of Fayette, State of Tennessee, described as follows:

All of those certain real properties located in the City of Somerville on S Main St identified by Parcel Number 090N A 029.00 consisting of approximately 36 acres, identified in green below. To be revised with a metes and bounds survey to be completed by Tenant.



EXHIBIT B

Site

All of that certain real property in the County of Fayette, State of Tennessee, described as follows:

Approximately twelve (12) acres of those certain real properties located in the City of Somerville on S Main St identified by Parcel Number 090N A 029.00 consisting of approximately 36 acres, identified in green below. To be revised further with an ALTA survey completed by Tenant.



EXHIBIT C

Easement Lands

All of that certain real property in the County of Fayette, State of Tennessee, described as follows:

[Insert property description]. To be revised further with a formal metes and bounds survey completed by Tenant.

EXHIBIT C
MEMORANDUM OF SOLAR ENERGY SITE LEASE AGREEMENT

**PREPARED BY AND RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Hexagon Energy, LLC
722 Preston Ave.
Suite 102
Charlottesville, VA 22903

(Space Above for Recorder's Use)

MEMORANDUM OF SOLAR ENERGY SITE LEASE AGREEMENT

THIS MEMORANDUM OF SOLAR ENERGY SITE LEASE AGREEMENT (this "Memorandum") is made and entered into as of _____, 20__ by and between Hexagon Energy, LLC, a Virginia limited liability company ("Tenant"), and _____, ("Landlord").

Recitals

A. Landlord and Tenant are parties to that certain Solar Energy Site Lease Agreement, dated concurrently herewith ("Lease Agreement"), pursuant to which Landlord has leased to Tenant an exclusive Lease to Lease that certain real property more particularly described on Schedule "1" attached hereto (the "Property").

B. Landlord and Tenant now desire to provide for public notice of the existence of the Lease Agreement and Tenant's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Landlord grants to Tenant and hereby:
 - (i) exclusively leases the Site to Tenant and its successors and assigns for the sole purpose of developing, constructing, installing, operating, maintaining, replacing and relocating the Generating Facility, as defined in the Lease Agreement, in accordance with the terms and conditions set out in this Lease Agreement;

(ii) grants to Tenant and its successors and assigns, for a period co-terminous with this Lease Agreement, a non-exclusive easement on, over, under, across and through the Property and the surrounding or nearby premises owned or leased by Landlord for access and installation, operation, repair, maintenance, replacement and removal of utility facilities for the Generating Facility, as more fully set forth in the Lease Agreement;

(iii) grants to Tenant and its successors and assigns, for a period co-terminous with this Lease Agreement, an exclusive easement to collect, use and convert all of the solar resources above the Site to electricity, which right shall extend horizontally three hundred sixty degrees (360°) from each point within the Property and vertically through all space above the surface of the Property; and

(iv) grants to Tenant and its successors and assigns, for a period co-terminous with this Lease Agreement, the right to undertake any other activities on the Property and the Easement Lands, as defined in the Lease Agreement, that Tenant determines are necessary, helpful, appropriate or convenient in connection with, incidental to, for the benefit of, or to accomplish the construction and operation of the Generating Facility, including, without limitation, conducting surveys and geological, geophysical, environmental, biological, cultural and other tests and studies, in each case by the use of such means and technologies as Tenant may choose, whether or not currently known, and with the right of entry on the Site and the Easement Lands for such purposes.

2. Term of the Lease. Subject to the terms and conditions set forth in the Lease Agreement, the term of the Lease Agreement shall be for twenty (20) years and this Memorandum will automatically terminate and be of no further force or effect as of _____, subject to up to two (2) five (5) year extension Leases pursuant to the terms and conditions of the Lease Agreement.

3. The deed or other instrument by which Landlord acquired record title to the Property is recorded in Deed Book _____, Page _____, in the land records of _____ County, Tennessee.

4. The Lease Agreement contains the following provisions, among others (despite the enumeration of only certain specific provisions, it is the intention of the Landlord and Tenant to give constructive notice of all Lease terms to the maximum extent permitted by law):

i) Landlord may sell, mortgage, transfer or Lease the Property to others. However, any such sale, mortgage, Lease or transfer by Landlord shall be subject to this

Lease Agreement and any modifications or amendments thereof granted to Tenant prior to or after such sale, mortgage, Lease or transfer. Further, any transfer of any portion of the surface rights of the Property shall automatically transfer with it the right to receive payments under this Lease Agreement in direct proportion to the fraction of the surface rights to the Property that have been transferred.

ii) Landlord shall not enter into or modify any documents, including any declarations, easements, restrictions or other similar instruments, which may materially affect the Property, or the rights and/or obligations of Tenant hereunder, without first obtaining the prior written consent of Tenant, which consent shall not be unreasonably withheld.

iii) In addition, Landlord expressly acknowledges and agrees that any contractual statutory or common law lien rights in favor of Landlord or any mortgage granted by Landlord subsequent to the date of this Lease Agreement are and shall be expressly made subordinate and inferior to Tenant's right, title and interest in this Lease Agreement, any sublease permitted by the Lease Agreement and/or the easements granted by this Lease Agreement and to any liens and security interests granted by Tenant in favor of any lender.

A. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

B. The Landlord and Tenant desire to enter into this Memorandum, which is to be recorded in order that third parties may have notice of the interests of Tenant in the Property and of the existence of the Lease Agreement and of certain easements and rights granted to Tenant as part of the Lease Agreement. Should there be any inconsistency between the terms of this Memorandum and the Lease Agreement, the terms of the Lease Agreement shall prevail. The Lease Agreement contains the entire agreement of the Landlord and Tenant with respect to the subject matter thereof, and any prior or contemporaneous agreements, discussions or understandings, written or oral (including without limitation any Leases or agreements previously entered into by the Landlord and Tenant for the Property), are superseded by the Lease Agreement and shall be revoked and terminated.

3. Conflict of Provisions. This Memorandum is prepared for the purpose of recordation and shall not alter or affect in any way the rights and obligations of Tenant and Landlord under the Lease Agreement. In the event of any inconsistency between this Memorandum of Lease and the Lease Agreement, the terms of the Lease Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

"Landlord"	"Tenant"
<p data-bbox="203 357 532 388">[insert name of Landlord]</p> <p data-bbox="203 472 779 504">By: _____</p> <p data-bbox="203 535 779 567">Name: _____</p> <p data-bbox="203 609 682 640">Title: _____ [if applicable]</p>	<p data-bbox="820 357 1282 430">HEXAGON ENERGY, LLC, a Virginia limited liability company</p> <p data-bbox="820 504 1396 535">By: _____</p> <p data-bbox="820 577 1396 609">Name: _____</p> <p data-bbox="820 651 1396 682">Title: _____</p>

Schedule "1"
to
Memorandum of Lease Agreement

Legal Description

All of that certain real property in the County of [insert county name], State of Tennessee, described as follows:

[INSERT LEGAL DESCRIPTION]

Schedule 7A
Permitted Liens

Schedule 7B
Hazardous Materials

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 28th day of February, 2017, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 16/17 February, 2017

<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
49700 Insurance Recovery	\$ 3,112.12	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	\$ 3,112.12	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
54310 Fire Prevention & Control		
335 Maintenance & Repair - Buildings		\$ 3,112.12
Subtotal-55110		\$ 3,112.12
51710 Development		
106 Deputies	\$ 5,000.00	
Subtotal-51710	\$ 5,000.00	
51730 Building		
718 Motor Vehicles		\$ 5,000.00
Subtotal-51730		\$ 5,000.00
58300 Veteran's Services		
169 Part-Time Personnel	\$ 2,472.00	
355 Travel		\$ 2,472.00
435 Office Supplies		98.81
499 Other Supplies & Materials	98.81	
Subtotal-58300	\$ 2,570.81	\$ 2,570.81

TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ 7,570.81	\$ 10,682.93
Prior Estimated Expenditures		\$ 17,036,815.70
Total Estimated Expenditures this Amendment		\$ 17,039,927.82
Projected Fund Balance before Amendment		\$ 4,148,437.35
Change in Fund Balance this Amendment		\$ 0.00
Estimated Ending Fund Balance as of June 30, 2017		\$ 4,148,437.35

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 28th day of February, 2017, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 16/17 February, 2017

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
51300 <u>County Mayor</u>		
302 Advertising		<u>\$ 12,500.00</u>
Subtotal-51300		\$ 12,500.00
58600 <u>Employee Benefits</u>		
186 Longevity Pay	<u>\$ 12,500.00</u>	
Subtotal-58600	\$ 12,500.00	
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ 12,500.00	\$ 12,500.00
Prior Estimated Expenditures		\$ 17,036,815.70
Total Estimated Expenditures this Amendment		\$ 17,036,815.70
Projected Fund Balance before Amendment		\$ 4,148,437.35
Change in Fund Balance this Amendment		\$ 0.00
Estimated Ending Fund Balance as of June 30, 2017		\$ 4,148,437.35

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 28th day of February, 2017, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 16/17 February, 2017

<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
46980 Other State Grants	\$ 7,000.00	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:	\$ 7,000.00	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
51910 Preservation of Records		
435 Office Supplies		\$ 7,000.00
Subtotal-51910		\$ 7,000.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 7,000.00
Prior Estimated Expenditures		\$ 17,036,815.70
Total Estimated Expenditures this Amendment		\$ 17,043,815.70
Projected Fund Balance before Amendment		\$ 4,148,437.35
Change in Fund Balance this Amendment		\$ 0.00
Estimated Ending Fund Balance as of June 30, 2017		\$ 4,148,437.35

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 28th day of February, 2017, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 16/17 February, 2017

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
51600 <u>Register of Deeds</u>		
307 Communication		\$ 519.96
348 Postal Charges		112.00
349 Printing, Stationery, & Forms		<u>126.14</u>
Subtotal-51600		\$ 758.10
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 758.10
Prior Estimated Expenditures		\$ 17,036,815.70
Total Estimated Expenditures this Amendment		\$ 17,037,573.80
Projected Fund Balance before Amendment		\$ 4,148,437.35
Change in Fund Balance this Amendment		(\$ 758.10)
Estimated Ending Fund Balance as of June 30, 2017		\$ 4,147,679.25

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 28th day of February, 2017, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 16/17 February, 2017

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<u>55110 Local Health Center</u>		
435 Office Supplies		<u>\$ 790.00</u>
Subtotal-55110		\$ 790.00
<u>55390 Appropriation to State</u>		
309 Contracts w/ Government Agencies	<u>\$ 790.00</u>	
Subtotal-55110	\$ 790.00	
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ 790.00	\$ 790.00
 Prior Estimated Expenditures		\$ 17,036,815.70
Total Estimated Expenditures this Amendment		\$ 17,036,815.70
Projected Fund Balance before Amendment		\$ 4,148,437.35
Change in Fund Balance this Amendment		\$ 0.00
Estimated Ending Fund Balance as of June 30, 2017		\$ 4,148,437.35



January 20, 2017

**Rhea Taylor,
Fayette County Mayor
P.O. Box 218
Somerville, TN 38068**

Dear Mr. Taylor:

Approval has been granted to hold back \$790 from Appropriation to the State to fund supplies needed for health department employees participating in the Primary Prevention Initiative. This request is not a request for new funding, but simply a hold back from Appropriation to the State. Therefore, I will be invoicing Fayette County the following amount for Appropriation to the State for fiscal year 2016-2017:

Original Appropriation to the State	\$25,761
Less: PPI Budget	-\$ 790
Amount Due for FY 2016-2017	\$24,971

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Vickie Thompson'.

**Vickie Thompson,
Accounting Manager
Tennessee Department of Health**

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 28th day of February, 2017, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 16/17 February, 2017

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
55130 <u>Ambulance</u>		
499 Other Supplies & Materials		<u>\$ 11,000.00</u>
Subtotal-55130		\$ 11,000.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 11,000.00
Prior Estimated Expenditures		\$ 17,036,815.70
Total Estimated Expenditures this Amendment		\$ 17,047,815.70
Projected Fund Balance before Amendment		\$ 4,148,437.35
Change in Fund Balance this Amendment		(\$ 11,000.00)
Estimated Ending Fund Balance as of June 30, 2017		\$ 4,137,437.35

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 28th day of February, 2017, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 16/17 February, 2017

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<u>53330 Drug Court</u>		
205 Employee & Dependent Insurance		\$ 138.85
355 Travel		<u>1,500.00</u>
435 Office Supplies	<u>\$ 1,638.85</u>	
Subtotal-53330	\$ 1,638.85	\$ 1,638.85
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ 1,638.85	\$ 1,638.85
 Prior Estimated Expenditures		\$ 17,036,815.70
 Total Estimated Expenditures this Amendment		\$ 17,036,815.70
 Projected Fund Balance before Amendment		\$ 4,148,437.35
 Change in Fund Balance this Amendment		\$ 0.00
 Estimated Ending Fund Balance as of June 30, 2017		\$ 4,148,437.35

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 28th day of February, 2017, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 16/17 February, 2017

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
51100 <u>County Commission</u>		
331 Legal Services		\$ 11,000.00
Subtotal-51100		\$ 11,000.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 11,000.00
Prior Estimated Expenditures		\$ 17,036,815.70
Total Estimated Expenditures this Amendment		\$ 17,047,815.70
Projected Fund Balance before Amendment		\$ 4,148,437.35
Change in Fund Balance this Amendment		(\$ 11,000.00)
Estimated Ending Fund Balance as of June 30, 2017		\$ 4,137,437.35



Fayette County Sheriff Department

Request For Proposals (RFP)

Computer Infrastructure Upgrade

Request For Proposals (RFP)

Project: **Computer Infrastructure Upgrade**

Issue Date: **January 24, 2017**

Issued By: Fayette County Sheriff Department
705 Justice Drive
Somerville, Tennessee 38068
Website: www.fayettecountysheriff.org

Project Contact: Sheriff Bobby Riles
briles@fayettecountysheriff.org
Phone: (901) 465-3456

Responses Due: **Fayette County Sheriff Department**
February 8, 2017
3:00 PM Central Time

Proposals may not be withdrawn for a period of 90 days after the proposal opening. Fayette County reserves the right to reject any or all bids in their entirety or to select certain elements from one or several bids. Fayette County reserves the right to award the contract in any manner deemed in the best interest of the County.

Fayette County Government does not discriminate based on race, color, or national origin in Federal or State sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d).

Overview

The Fayette County Sheriff Department is seeking to upgrade the department computing infrastructure to provide for the needs as outlined below in the Objectives section. Qualified vendors are encouraged to submit responses to this Request for Proposal (RFP).

Objectives:

1. Virtualization of server infrastructure
2. Quicker recovery time objectives of critical applications and servers
3. In-Cloud recovery of critical applications and servers
4. Remote Monitoring and Management
5. Improve application performance
6. Bring Windows domain services into a best practices configuration

Approach:

Two-phase approach to complete all objectives.

Phase One: Address onsite infrastructure virtualization, upgrades and optimizations, also allowing rapid spin up of the virtualized environment locally.

Phase Two: Offsite backup and/or Cloud storage and disaster recovery of critical applications in the cloud.

Technical Specifications

The equipment must meet the following specifications and price must include delivery, installation, setup, and configuration at the Fayette County Sheriff Department:

<u>Item / Description</u>	<u>Qty</u>
Dell PowerEdge R530 Server, Intel® Xeon® E5-2620	1
<ul style="list-style-type: none">• 128GB RAM• Advanced Hardware RAID• (8) 1TB 7.2K RPM Near-Line SAS configured in RAID 10 - 4TB available after RAID• Dual Hot-plug Redundant Power Supplies• ProSupport Plus: 3 Year	
Veeam Essentials – two socket bundle	2
Microsoft Windows Server 2016 Government – core licensing	16
Microsoft Windows User CAL	50
VMware Essentials Standard	1

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 28th day of February, 2017, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 16/17 February, 2017

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<u>34525 Restricted for Public Safety</u>	<u>\$ 33,906.00</u>	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:	\$ 33,906.00	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<u>54110 Sheriff's Department</u>		
<u>709 Data Processing Equipment</u>		<u>\$ 33,906.00</u>
Subtotal-54110		\$ 33,906.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 33,906.00
Prior Estimated Expenditures		\$ 17,036,815.70
Total Estimated Expenditures this Amendment		\$ 17,036,815.70
Projected Fund Balance before Amendment		\$ 4,148,437.35
Change in Fund Balance this Amendment		\$ 0.00
Estimated Ending Fund Balance as of June 30, 2017		\$ 4,148,437.35

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 28th day of February, 2017, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the Drug Control Fund #122 Budget be amended in the following words and figures, to wit:

COUNTY DRUG CONTROL FUND BUDGET AMENDMENT F/Y 16/17 February, 2017

<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
42910 Proceeds from Confiscated Property.	\$ 26,000.00	
Subtotal-42910	\$ 26,000.00	
TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:	\$ 26,000.00	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
54150 Drug Enforcement		
431 Law Enforcement Supplies		\$ 7,125.00
510 Trustee's Commission		1,500.00
790 Other Equipment		<u>13,375.00</u>
Subtotal-54150		\$ 26,000.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 26,000.00
Prior Estimated Expenditures	\$	105,500.00
Total Estimated Expenditures this Amendment	\$	131,500.00
Projected Fund Balance before Amendment	\$	60,189.00
Change in Fund Balance this Amendment	\$	0.00
Estimated Ending Fund Balance as of June 30, 2017	\$	60,189.00

FAYETTE COUNTY BOARD OF EDUCATION

BE IT Resolved, by the County Legislative of Fayette County, Tennessee in regular sessions on this ___28th___ day of _February_2017, it being the fourth Tuesday of the month and the regular monthly meeting ; That the Federal Project be amended in the following words and figures

School Federal Fund
Budget Amendment
FY 16/17
For January, 2017

Subfund 010- Consolidated Admin.

Adjustment to Revenue/Reserve	Decrease	Increase
Federal Consolidated Administration 142-47141-010	ESEA Title I Revenue	\$ 39,686.00
Total Increase/Decrease to Revenue/Reserve	\$ 39,686.00	\$ -
Adjustment to Expenditure Accounts	Decrease	Increase
142-72210-010	Regular Instruction Support	\$ 39,686.00
Total Increase/Decrease to Expenditure Accounts	\$ 39,686.00	
Prior Estimated Expenditures		\$ 205,110.00
Total Estimated Expenditures this Amendment		\$ 165,424.00
Projected Fund Balance before this Amendment		\$ -
Change in Fund Balance this Amendment		\$ -
Estimated Ending Fund Balance as of June 30, 2017		\$ -
Decrease Revenue and decrease position budgeted.		

FAYETTE COUNTY BOARD OF EDUCATION

BE IT Resolved, by the County Legislative of Fayette County, Tennessee in regular sessions on this ____28th__ day of
 February 2017, it being the fourth Tuesday of the month and the regular monthly meeting ; That the Federal Project be
 amended in the following words and figures

School Federal Fund
 Budget Amendment
 FY 16/17
 For January, 2017

Subfund 900- IDEA B

Adjustment to Revenue/Reserve

		Decrease		Increase
IDEA B				
142-47143-900	Education of the Handicap	\$	-	\$ 61,524.23
Total Increase/Decrease to Revenue/Reserve		\$	-	\$ 61,524.23

Adjustment to Expenditure Accounts

		Decrease		Increase
142-71200-900	Special Education Program	\$	-	\$ 37,952.00
142-72120-900	Health Services	\$	-	\$ 2,400.00
142-72220-900	Special Education Support	\$	-	\$ 21,172.23
Total Increase/Decrease to Expenditure Accounts		\$	-	\$ 61,524.23

Prior Estimated Expenditures				\$ 872,419.00
Total Estimated Expenditures this Amendment				\$ 933,943.23
Projected Fund Balance before this Amendment				\$ -
Change in Fund Balance this Amendment				\$ -
Estimated Ending Fund Balance as of June 30, 2017				\$ -

Budget additional revenue from carryover projects. Funds cover the salaries of Educational Assistants and Staff Development

FAYETTE COUNTY BOARD OF EDUCATION

BE IT Resolved, by the County Legislative of Fayette County, Tennessee in regular sessions on this 28th day of February 2017, it being the fourth Tuesday of the month and the regular monthly meeting ; That the Federal Project be amended in the following words and figures

School Federal Fund
Budget Amendment
FY 16/17
For January, 2017

Subfund 301- Title III

Adjustment to Revenue/Reserve	Decrease	Increase
Title III- English Language Learner	\$ 0.18	\$ -
Total Increase/Decrease to Revenue/Reserve	\$ 0.18	\$ -
Adjustment to Expenditure Accounts	Decrease	Increase
142-71100-301 Regular Instruction Program	\$ 0.36	\$ -
142-99100-301 Indirect Cost	\$ -	\$ 0.18
Total Increase/Decrease to Expenditure Accounts	\$ 0.36	\$ 0.18
Prior Estimated Expenditures		\$ 10,765.00
Total Estimated Expenditures this Amendment		\$ 10,764.82
Projected Fund Balance before this Amendment		\$ -
Change in Fund Balance this Amendment		\$ -
Estimated Ending Fund Balance as of June 30, 2017		\$ -

Budget decrease in revenue and adjust expenditures to agree with State budget.

FAYETTE COUNTY BOARD OF EDUCATION

BE IT Resolved, by the County Legislative of Fayette County, Tennessee in regular sessions on this ___28th___ day of ___February___, 2017, it being the fourth Tuesday of the month and the regular monthly meeting ; That the Federal Project be amended in the following words and figures

School Federal Fund
Budget Amendment
FY 16/17
For January, 2017

Subfund 201- Title II

Adjustment to Revenue/Reserve	Decrease	Increase
Title II- Prof. Development 142-47189-201		
ESEA Title II Revenue	\$ -	\$ 75,527.10
 Total Increase/Decrease to Revenue/Reserve	 \$ -	 \$ 75,527.10

Adjustment to Expenditure Accounts	Decrease	Increase
142-72210-201		
Regular Instruction Support	\$ -	\$ 75,527.06
142-99100-201		
Indirect Cost	\$ -	\$ 0.04
	\$ -	\$ -
 Total Increase/Decrease to Expenditure Accounts	 \$ -	 \$ 75,527.10

Prior Estimated Expenditures	\$ 186,175.00
Total Estimated Expenditures this Amendment	\$ 261,702.10
Projected Fund Balance before this Amendment	\$ -
Change in Fund Balance this Amendment	\$ -
Estimated Ending Fund Balance as of June 30, 2017	\$ -

Budget additional revenue from carryover projects. Funds used for teacher recruitment and supplies.

FAYETTE COUNTY BOARD OF EDUCATION

BE IT Resolved, by the County Legislative of Fayette County, Tennessee in regular sessions on this ___28th___ day of ___February___2017, it being the fourth Tuesday of the month and the regular monthly meeting ; That the Federal Project be amended in the following words and figures

School Federal Fund
Budget Amendment
FY 16/17
For January, 2017

Subfund 911- IDEA B

Adjustment to Revenue/Reserve

		Decrease		Increase
IDEA B- Pre-School 142-47145-911	Special Education Pre-School	\$	-	\$ 52.78
Total Increase/Decrease to Revenue/Reserve		\$	-	\$ 52.78

Adjustment to Expenditure Accounts

		Decrease		Increase
142-71200-911	Special Education Program	\$	0.08	\$ 52.86
Total Increase/Decrease to Expenditure Accounts		\$	0.08	\$ 52.86

Prior Estimated Expenditures			\$	29,804.00
Total Estimated Expenditures this Amendment			\$	29,856.78
Projected Fund Balance before this Amendment			\$	-
Change in Fund Balance this Amendment			\$	-
Estimated Ending Fund Balance as of June 30, 2017			\$	-

Budget additional revenue from carryover projects. Increased supplies.



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Division of Financial Responsibility
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 10th Floor
Nashville, TN 37243
(615) 532-0851

January 18, 2017

The Honorable Rhea Taylor
Fayette County Mayor
P. O. Box 218, 13095 North Main Street
Somerville, Tennessee 38068

RE: 2017 Annual Inflation Adjustment of the financial assurance for *the Fayette County Landfills, Permit Nos. DML240000080 and SNL240000079* as required by the Regulations of the Division of Solid Waste Management

Dear Mayor Taylor:

All county and municipal "Contracts in Lieu of Performance Bonds" must be adjusted annually for inflation by no later than the anniversary date of the issuance of the contract.

Rule Chapters 0400-12-01-.06(8) and 0400-11-01-.03(3) state that the inflation adjustment may be made by recalculating the closure and/or post-closure cost estimate in current dollars or by using an inflation factor derived from the most recent Implicit Price Deflator for the Gross National Product published by the U.S. Department of Commerce in its Survey of Current Business.

The staff of the Division of Responsibility, utilizing data published by the U. S. Department of Commerce, has projected the inflation factor to be used for 2017 inflation adjustments as **1.30%**. The amount of your financial assurance instrument(s) from the Year 2016 must be multiplied by **1.0130**. The permitted facility and/or the Department may reserve the right to adjust this figure later based upon revised data released by the U.S. Department of Commerce during the year.

Effective immediately, any County or Municipal Contract in Lieu of Performance Bond incurring an annual inflation adjustment shall not be processed by amendment until the cumulative amount of the adjustment(s) equals or exceeds TEN THOUSAND DOLLARS (\$10,000.00). This is a change from the previous threshold of Five Thousand Dollars (\$5,000.00). For example, if the inflation adjustment is \$4,000 in year one, \$5,000 in year two, and \$6,000 in year three, the amendment will be processed in year three when the total of adjustments exceeds \$10,000. We will continue to send your inflation adjustment figures annually for your records whether or not a contract amendment is required.

Please review the amount(s) listed for each permit listed below. If any changes or modifications to your permit(s) have occurred, please contact us as soon as you receive this letter. The due date(s) and projected amount(s) for the inflation adjustment(s) of your financial instrument(s) are as follows:

2017 Inflation Adjustment NOT REQUIRED

Facility Permit No.:	Financial Instrument Type & No.:	Financial Instrument Anniversary Due Date:	Present Amount of Financial Assurance "On File"	Inflation Adjustment / Increase Required:	Inflation Adjustment and Allowable Post-Closure Reduction:	Total "Required" Amount of Financial Assurance:
DML240000080	Contract	03/30/17	\$ 165,686.00	\$ 6,715.33	\$ 0.00	\$ 172,401.33

2017 Inflation Adjustment REQUIRED

Facility Permit No.:	Financial Instrument Type & No.:	Financial Instrument Anniversary Due Date:	Present Amount of Financial Assurance "On File"	Inflation Adjustment / Increase Required:	Inflation Adjustment and Allowable Post-Closure Reduction:	Total "Required" Amount of Financial Assurance:
SNL240000079	Contract	05/18/17	\$ 513,763.59	\$ 0.00	\$ 69,854.06	\$ 443,909.53

Please see the attached spreadsheets, which list in detail the amount of financial assurance required due to the 2017 annual inflation adjustment and/or post closure reduction (if applicable) for your permit(s). The spreadsheets also list the current amount of financial assurance on file for each permit.

PLEASE NOTE

- (1) Any County and/or Municipal Contract In Lieu of Performance Bonds incurring an annual inflation adjustment shall not be processed by amendment until the amount of the adjustment equals or exceeds TEN THOUSAND DOLLARS (\$10,000.00).

Please submit the inflation adjusted financial instrument to the Division of Financial Responsibility to my attention at the address listed on the letterhead as indicated above. If you have any questions, please call me at (615) 532-8571, or you may email me at Debra.Long@tn.gov.

Respectfully,

Debra F. Long, ASA4

CC: Herb Nicholson, Manager of Solid Waste management, Memphis Field Office, TDEC

Enclosures: Customer Information Data Sheet, Detailed Financial Assurance Information, Summary Spreadsheet

Amendment of Contract in Lieu of Performance Bond

Whereas, the County of Fayette and the State of Tennessee Department of Environment and Conservation, entered into a Contract in Lieu of Performance Bond for proper operation and closure and/or post-closure of the Fayette County Demolition Landfill Permit Number DML240000080; and

Whereas, said contract included a provision allowing the Commissioner of Environment and Conservation to collect up to \$ 165,686.00 from any funds being disbursed or to be disbursed from the State to the County of Fayette as financial assurance for said proper operation, closure and post-closure; and

Whereas, the State and the County of Fayette desire to change the amount of said financial assurance from \$ 165,686.00 to \$ 172,401.33.

Paragraph 3 of the Agreement in Lieu of Performance Bond is amended as follows:

The figure "\$ 165,686.00" is deleted and the figure "\$ 172,401.33" is substituted in lieu thereof.

Date of Amendment to Contract _____

(Must have date of Official's signature)

Commissioner
Department of Environment
& Conservation

Title: _____
For the City of: _____

Commissioner
Department of Finance
& Administration

Title: County Mayor
For the County of: Fayette

Title: _____

(Please Type or Complete Form in Ink and Submit **Three (3)** Signed Originals of the Document)

Amendment of Contract in Lieu of Performance Bond

Whereas, the County of Fayette and the State of Tennessee Department of Environment and Conservation, entered into a Contract in Lieu of Performance Bond for proper operation and closure and/or post-closure of the Fayette County Sanitary Landfill Permit Number SNL24000079; and

Whereas, said contract included a provision allowing the Commissioner of Environment and Conservation to collect up to \$ 513,763.59 from any funds being disbursed or to be disbursed from the State to the County of Fayette as financial assurance for said proper operation, closure and post-closure; and

Whereas, the State and the County of Fayette desire to change the amount of said financial assurance from \$ 513,763.59 to \$ 443,909.53.

Paragraph 3 of the Agreement in Lieu of Performance Bond is amended as follows:

The figure "\$ 513,763.59" is deleted and the figure "\$ 443,909.53" is substituted in lieu thereof.

Date of Amendment to Contract _____

(Must have date of Official's signature)

Commissioner
Department of Environment
& Conservation

Title: _____
For the City of: _____

Commissioner
Department of Finance
& Administration

Title: County Mayor
For the County of: Fayette

Title: _____

(Please Type or Complete Form in Ink and Submit **Three (3)** Signed Originals of the Document)

MEMORANDUM OF UNDERSTANDING

Between

Fayette County and the Division of Property Assessments

DATE: February 1, 2017

TO: Mark Ward, Assessor of Property

Rhea Taylor, County Mayor

RE: Fayette County Six Year Reappraisal Program

<p>FROM: State of Tennessee Division of Property Assessments Greg Moody, CAE, Assistant Director, Division of Property Assessments</p>

The purpose of this Memorandum of Understanding is to clarify the areas of responsibility for all parties involved in the reappraisal of **Fayette County**. It is intended to express the requirements needed to successfully complete reappraisal and to define the extent of involvement expected of the State of Tennessee, Division of Property Assessments. A reappraisal program is defined as the updating of all values in the county by analyzing current information and establishing new tables, models, schedules, rates and depreciation.

TCA 67-5-1601 provides for Assessors of Property to have the option to reappraise either on a 6-year cycle with an update of values in the third year or to reappraise on a 4 or 5 year cycle with no updates. TCA 67-5-1601 (d) requires the Division of Property Assessments to provide technical assistance to counties during the year of reappraisal. The resources available to the Division of Property Assessments may enable them to provide technical assistance to counties during the reappraisal year, however, the amount of Division involvement will be determined by the workload resulting from all counties that are scheduled for reappraisal during each year.

The amount of Division of Property Assessments involvement must be determined and clearly understood prior to the county producing a plan for reappraisal. The Assessor of Property will prepare a Plan for Reappraisal that accomplishes reappraisal in accordance

with standards and procedures prescribed by the Division of Property Assessments. The Plan for Reappraisal must include all specific items identified in this Memorandum of Understanding.

I. County Responsibility

(These items will be the county's responsibility unless specifically identified as being performed by the Division of Property Assessments.) The Assessor of Property will be responsible for ensuring that all phases of the reappraisal program are conducted in accordance with Division of Property Assessment's policies and procedures relating to **property valuation, sales verification, appeal defense and statistical standards**. The county must **resolve data quality reports, provide accurate property characteristics, provide adequate data entry, demonstrate its ability to organize and manage a program, provide adequate staffing and provide financial support**. The following is an overview of the process and can be used in conjunction with manuals developed by the Division of Property Assessments. The manuals should be used for more specific information on each of the topics identified.

A. Property Valuation: All types of property will be valued following standard procedures.

1. Residential - Residential properties will be valued by determining the proper base cost for each residential improvement type in the jurisdiction. The base cost will be developed using sale properties with recently constructed improvements whenever possible to reduce the difficulties of estimating depreciation and to increase the accuracy of the land values. The base cost analysis will consider the new depreciation that will automatically be calculated when the year of reappraisal changes. The Assessor of Property shall retain all base cost analyses for appeal purposes. Appropriate depreciation and/or effective age will be used to adjust groups of parcels identified as having unique market consideration. When additional depreciation or effective age changes are used to adjust values, market analysis must be retained to support the adjustments. Individual property characteristics will not be improperly altered to effect acceptable analysis results. Out Buildings and Yard Items will be valued using standard abbreviations and updated cost tables. The cost tables will be developed from the local market when possible, and the Assessor of Property will retain all necessary supporting documentation for review and appeal purposes. Residential land will be valued using accepted appraisal practices and available computer techniques. All residential market neighborhoods will be reviewed to determine their accuracy, and the

necessary action will be taken to correct any changes indicated by the market since the last reappraisal program.

2. Rural Land - Rural land will be valued using standard rural land valuation procedures. Rural sales will be located and verified to determine if they meet the requirements of a valid transaction. All rural sales will be reviewed by the Assessor of Property or a staff member with the buyer, seller, agent or other individuals having detailed knowledge of the transaction to determine the conditions of the sale and if any adjustments are needed. A rural land sales verification form will be completed on all rural sales. These forms will be separated into Qualified and Disqualified sales and maintained in the Assessor of Property's office for review and use in appeals. All rural land will be valued using the rural land tables. Appropriate sales analysis must be conducted to produce a rural land schedule and also to determine all factors affecting value. Areas of the county that cannot be valued using the base rural land schedule will be valued using the rural land schedule adjusted to the appropriate level of value. Land grade maps will be used to determine the appropriate land grade for each parcel. The land grade maps, if not already available, will be constructed by using all available USDA soil survey information. All maps will be updated to reflect the most current base features such as wooded areas and areas that have been cleared since the last reappraisal program. It is appropriate to use home sites on all rural tracts where a home site exists. The Rural Land Procedures Manual published by the Division of Property Assessments will be followed in the valuation of all rural land. All rural market neighborhoods will be reviewed to insure they conform to current market conditions.

3. Commercial/Industrial Property - All commercial and industrial property shall be valued using standard valuation procedures. The listing of commercial and industrial properties will be reviewed for accuracy. All commercial property will be reviewed to determine if valuation by the income approach is the most appropriate method. In these instances, it will be necessary to gather sufficient income and expense data to calculate an indication of value by the income approach. All the completed income and expense forms will be retained for review and appeal purposes. All income data must be analyzed by making comparisons with like properties such as comparing offices to offices, warehouses to warehouses, and restaurants to restaurants. All commercial sales will be verified to determine if any special circumstances such as personal property or unusual financing are included. Commercial and industrial base rates will be developed for each type of commercial and industrial improvement in the jurisdiction. This is typically accomplished

using a combination of local information and a professional cost service. All industrial properties shall be revalued using the most appropriate method, typically the cost approach. All commercial and industrial land will be revalued using the most appropriate method such as front foot price, square foot price or unit, and all pertinent information such as zoning will be indicated on the land valuation maps. All analyses and sales information used to determine the commercial and industrial land values will be retained by the Assessor of Property for review and appeal purposes. All commercial and industrial market neighborhoods will be verified to determine if they need to be revised due to changes in the market. All commercial and industrial property will be valued following the Commercial and Industrial Valuation Manual prepared by the Division of Property Assessments.

4. Small Tracts - Land that does not qualify as a farm and is not part of an organized development is considered a small tract. It is typically valued as an individual unit and priced per unit or per acre. A total countywide small tract analysis must be accomplished in order to determine reasonable values. After the analysis has been accomplished and a pricing guide developed, the existing small tracts are to be reviewed to determine consistency. After making any needed adjustments to improve consistency, the small tracts will be revalued using accepted appraisal practices and any appropriate computer techniques. The Assessor of Property should maintain all analyses and sales information used in the valuation of small tracts for review and appeal purposes. All market neighborhoods that have an effect on the valuation of small tracts will be reviewed to determine accuracy, and any necessary adjustments will be made.

5. Unique Properties - Unique properties that exist in a county usually will require special treatment. These can be lake properties, mobile homes, large industrial complexes, mineral interest, leasehold interest, etc. The Plan for Reappraisal will address these properties and explain how they will be valued.

B. Sales Verification: A major element in the success of a reappraisal program is the completeness and accuracy of the sales file. The Division of Property Assessments has published the Property Assessor's Procedures for Sales Data Collection and Verification. These procedures will be followed to ensure the desired accuracy. Any attempt to influence the results of the analysis by inaccurate sales verification must be avoided. The quality of the analysis depends on the accuracy of the sales file and every effort should be made to ensure this accuracy. The Assessor of Property will maintain sufficient records on the verification of sales for review and appeal purposes.

C. Appeal Defense: Any reappraisal program must have the necessary data and information to defend the appraisals. The Assessor of Property and staff must have the ability to present the value-supporting data in a manner that provides the property owners and appeal boards with the information necessary to understand how and why the value conclusions were determined. The Assessor of Property and staff will resist making unnecessary changes just to satisfy the property owner when the appraisal is correct. All elements of the valuation process must consider the appeal process. An effort must be made to maintain sufficient data to defend the values, and this data includes the following: Base Cost Analysis; Sales Analysis; Cost Information; Land Valuation Information; Adjustments to Sales; Income and Expense Information; and any other information that will be useful in the appeal process.

D. Statistical Standards for Reappraisal: The Division of Property Assessments has developed statistical standards for evaluating the results of reappraisal programs. The reappraisal program should be completed with these standards as the goal. Failure to meet these standards provides indications that the reappraisal program may be flawed and unacceptable. The standards apply to property by its statutory classification such as residential, commercial, industrial, and farm. Within each classification, properties may be further stratified based on a detailed analysis of the information available. The data used to produce the analysis must be accurate and uninfluenced by personal desires to attain a certain goal. The discovery of inaccurate data that has an influence on the results of the statistical analysis will be considered in the overall evaluation of the program. If the results of the statistical analysis fail to meet the standards, said results will be reported to the State Board of Equalization for appropriate action.

E. Data Quality Reports: The Data Quality Reports include edits that enable the assessor to identify data problems. Since the success of a reappraisal program is determined by the accuracy of the data, each county must resolve all errors found on the Data Quality Reports. Typically, this information is produced from the Assessor of Property's computer file and analyzed locally. The ability to produce this information locally requires certain computer skills. Counties not on the State's Computer Assisted Appraisal System will develop similar capabilities and produce and use these types of reports to resolve all erroneous data. These reports will be made available to the Division of Property Assessments upon request.

F. Data Entry: A reappraisal increases the amount of data entry because of changes and adjustments to the file, especially where extensive field reviews are required. Any plan for reappraisal must consider this additional data entry workload, identify detailed expected production levels, produce a completion schedule and provide for terminals and sufficiently trained personnel.

G. Organization and Management: The completion of a successful reappraisal program is dependent upon the ability of the Assessor of Property to organize the work activities and to manage the employees.

1. The initial indication of the Assessor of Property's ability is the Plan for Reappraisal. If the Assessor of Property can properly complete a Plan for Reappraisal that considers all aspects of the program, it is likely the Assessor has the necessary organization skills. In addition to the normal items of real property associated with reappraisal, the Assessor of Property's plan shall include a program of discovery, data collection, analysis and valuation for any assessable leasehold or mineral properties in the county. The Plan for Reappraisal shall include a detailed schedule showing the beginning and ending dates of each phase of the program, the personnel responsible for each phase and the person-months necessary for the completion of each phase. The Plan for Reappraisal will contain a plan for notifying property owners of the new assessed values and providing them the opportunity to appeal such values.

2. The Assessor of Property will also need to consider the normal maintenance that is the daily occurrence in the assessor's office. New construction continues, deeds are recorded and the public continues to make inquiries. This work must proceed and the organization of the Assessor of Property's office must consider these items as well as the reappraisal. The plan for reappraisal must include a section on maintenance that provides specific information such as a completion schedule for all mapping and ownership maintenance and a completion schedule for collecting data and valuing all new construction. This information must also include the specific names of the employees that will perform these tasks.

3. After the Assessor of Property has properly organized the office and planned for all aspects of reappraisal while continuing to perform normal maintenance, the Assessor must manage the staff and resources. The management includes making personnel assignments and determining which phase of the program should be completed next, as

well as overseeing and supervising the quality and quantity of the work being performed. The Assessor of Property will develop and maintain production reports and quality control reports to ensure that the program is completed accurately and on time.

H. Staffing: The Plan for Reappraisal shall contain a staffing plan that provides for adequate reappraisal staff, sufficient review and clerical staff to accomplish the necessary work with regard to the on-site review. The Plan for Reappraisal must be specific in identifying the personnel necessary for each phase of the reappraisal as well as all other phases of the normal maintenance work accomplished by the Assessor of Property's office.

1. The Assessor of Property shall assume the responsibilities and duties of the reappraisal manager or employ a qualified reappraisal manager having previous experience in directly related programs. The qualifications of the reappraisal manager shall be included in the Plan for Reappraisal and submitted to the Division of Property Assessments for approval.
2. The Plan for Reappraisal shall include the training and experience levels of all employees that will be involved in the reappraisal program. The qualifications of the employees will be determined by the courses and seminars they have attended as well as the amount of their reappraisal experience.

I. Approval for 4-Year and 5-Year Cycles: The Assessor of Property in any county that plans a 4 or 5-year reappraisal program must have approval by resolution from the county legislative body. The Plan for Reappraisal prepared by the Assessor of Property must be submitted for review to the county mayor or executive and the county legislative body. The county legislative body must provide the funding to accomplish the reappraisal program as outlined in the Plan for Reappraisal. It shall also be understood that reappraisal on a 4 or 5-year cycle does not entitle the county to any additional state funds beyond those determined for a 6-year reappraisal cycle.

II. State Division of Property Assessments' Responsibility:

TCA 67-5-1601 (d) (1) (B) (3) provides that all work (accomplished by the Assessor of Property) is subject to the supervision and approval of the director of the Division of Property Assessments. The Division of Property Assessments is required to supervise and direct all reappraisal and revaluation programs. The Division of Property Assessment's statutory responsibility is to (1) provide technical assistance and (2) ensure the accuracy of the

reappraisal program. **All counties conducting reappraisal programs accept the condition of limited involvement from the Division of Property Assessments and also agree to maintain records and provide sufficient data and reports to enable the Division of Property Assessments to evaluate the quality of the reappraisal program.**

Counties which are not on the state computer assisted appraisal system must provide data files of current sales to the Division of Property Assessments along with the submission of their quarterly progress report, or upon request by the Division. Additionally, parcels files must be provided upon request by the Division.

A. Technical Assistance: Technical assistance is provided to a county by experienced staff members of the Division of Property Assessments. The technical assistance to be provided by the Division of Property Assessments will be determined considering available resources and existing workload of county reappraisal programs scheduled during each year.

TECHNICAL ASSISTANCE TO THE ASSESSOR MAY INVOLVE THE FOLLOWING ACTIVITIES:

- Residential Base Cost Development
- Residential Analysis (V & I)
- OBY Cost Tables Development
- Rural Land Schedule Development
- Home-Site Analysis
- Commercial & Industrial Base Cost Development
- Income & Expense Analysis
- Commercial Market Analysis
- Unique Industrial Properties Appraisal
- Small Tract Sales Analysis
- Small Tract Pricing Guide Development
- Sales Adjustments Determination
- Sales Verification Instruction
- Unique Properties Appeal Preparation
- Data Preparation for Appeals Defense
- Overall Statistical Results Review
- Data Quality Reports Production
- Assessable Mineral Interest Valuation
- Assessable Leasehold Interest Valuation
- On-The-Job Training for Assessor's Staff
- Neighborhood Review

B. Modification of Responsibility

Due to level of expertise, number of staff members and resources available to the Assessor of Property, there may be a need to modify areas of responsibility in the Memorandum of Understanding. The purpose of the modification of responsibility is to provide latitude between the assessor and the division regarding the identified areas of responsibility. The following are

specific modifications to this agreement that will be mutually beneficial for both parties and allow for better utilization of resources during the revaluation program:

III. Accuracy of Program

The Assessor will prepare a Final Value Report that will give an overview of the reappraisal program and support the value indications. The accuracy of the reappraisal program shall be determined by a review of the supporting documentation for the following: base cost development; land valuation; the application of market adjustments; neighborhood analysis; rural land sales analysis; small tract analysis; the identification and valuation of unique properties; the completeness of the sales file; the quality of records developed for appeal defense; the results of the statistical analysis; the resolution of the data quality reports; and the property characteristic data. The Assessor and/or all members of their staff involved in the reappraisal will attend periodic meetings throughout the reappraisal with Division personnel to insure uniformity, consistency and to assure that the reappraisal stays on an acceptable schedule for a timely completion. A Final Value Meeting at the conclusion of all work, prior to mailing of notices, will be held to discuss all areas of the reappraisal, to resolve any issues of significance, adjust any rates or land values, sign any necessary documentation, and to finalize the successful completion of the revaluation program.

IV. Computer Appraisal System

In the event the assessor of property chooses to change the current computer appraisal system, information regarding the new system and a detailed plan of implementation must be included with the reappraisal plan for approval by the State Board of Equalization.

V. Failure to Comply

It is the expressed intent of this Memorandum of Understanding to provide the County and the Division of Property Assessments with a clear understanding of the responsibility of each party in regard to the completion of the next reappraisal program. It is the intent of the Division of Property Assessments to take whatever action necessary to ensure the accurate and timely completion of the reappraisal program. Failure on the part of the county on any of the items agreed to herein shall result in the reporting of said failure to the State Board of Equalization for appropriate action.

It is with full understanding that we accept the conditions identified in this Memorandum of Understanding and accept responsibility to accomplish all items identified herein. We recognize that failure on the part of the county legislative body or the Assessor of Property to complete the agreed to requirements will result in the action identified herein.

County Mayor _____ / /
Signature *Date*

County Assessor of Property _____ / /
Signature *Date*

Area Appraisal Supervisor _____ / /
Div of Property Assessments *Signature* *Date*

Area Appraisal Manager _____ / /
Div. of Property Assessments *Signature* *Date*

Greg Moody, CAE, Asst. Dir. _____ / /
Div of Property Assessments *Signature* *Date*

4 - YEAR
REAPPRAISAL PLAN

FAYETTE COUNTY

SUBMISSION DATE:
1 FEBRUARY 2017

ASSESSOR OF PROPERTY

MARK WARD

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(Attachments)

County Parcel Distribution Report

FAYETTE COUNTY
3 YEAR VISUAL INSPECTION CYCLE

START DATE OF INSPECTION CYCLE: 07/01/16

ASSESSOR: MARK WARD

URBAN 1'=50' & 100' MAPS	7,504	(Except C//Other)
RURAL 1'=400' MAPS	14,635	(Except C//Other)
COMMERCIAL/INDUSTRIAL	817	
ALL OTHER	620	
TOTAL PARCELS	23,576	

TOTAL MAPS	1" = 50'	0
	1' = 100'	103
	1" = 400'	200

1ST INSPECTION YEAR

PARCELS TO BE INSPECTED FOR 2018:

URBAN	RURAL	COMM/IND	OTHER	TOTAL	% TOTAL
1754	5564	165	191	7674	32.6%

MAPS TO BE INSPECTED FOR 2018

1" = 400' Maps	2,3,4,5,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29, 30,31,32,33,34,35,36,37,38,39,40,41,42,43,44,45,46,47,48,49,50,51,52,53, 54,55,56,57,58,59,60,61,62,63,64,65,66,67,68,69,70,71,72,73,74,75,76,77,78 79,80,81,82,83,84,85
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1" = 100' Maps	39L,39M,40D,62F,62K,62M,77L,77N,78M,80A,80H,80I,80P,81L,81M,83D, 83M,83N,84C,84D,84E,85A,85D,85F,85L
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1" = 50' Maps	
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PERCENTAGE OF TOTAL PARCELS TO BE INSPECTED THIS YEAR:	32.6%
---	--------------

% OF PARCELS CHECKED FOR QUALITY CONTROL

URBAN	RURAL	COMM/IND	OTHER	TOTAL %
5%	5%	5%	5%	5%

2ND INSPECTION YEAR

PARCELS TO BE INSPECTED FOR 2019:

URBAN	RURAL	COMM/IND	OTHER	TOTAL	% TOTAL
4487	3111	394	151	8143	34.5%

MAPS TO BE INSPECTED FOR 2019

1" = 400' Maps	86,87,88,89,90,91,92,93,94,95,96,97,98,99,100,101,102,103,104,105,106,
	107,108,109,110,111,112,113

1" = 100' Maps	86A,86B,86C,86D,86E,86F,86G,86J,86K,86L,86M,86N,87A,87B,87C,87F,
	87G,87H,87I,87J,87P,88C,88J,89A,90B,90C,90D,90E,90F,90G,90H,90J,
	90K,90N,91A,94H,94I,94P,97B,97C,97F,97G,100A,100B,100G,100H,
	100I,100J,100P,101C,101D,101M,106D,107A

1" = 50' Maps	

PERCENTAGE OF TOTAL PARCELS TO BE INSPECTED THIS YEAR:	34.5%
---	--------------

% OF PARCELS CHECKED FOR QUALITY CONTROL

URBAN	RURAL	COMM/IND	OTHER	TOTAL %
5%	5%	5%	5%	5%

3RD INSPECTION YEAR

PARCELS TO BE INSPECTED FOR 2020:

URBAN	RURAL	COMM/IND	OTHER	TOTAL	% TOTAL
1263	5960	258	278	7759	32.9%

MAPS TO BE INSPECTED FOR 2020

1" = 400' Maps	114,115,116,117,118,119,120,121,122,123,124,125,126,127,128,129,130, 131,132,133,134,135,136,137,138,139,140,141,142,143,144,145,146,147, 148,149,150,151,152,153,154,155,156,157,158,159,160,161,162,163,164, 165,166,167,168,169,170,171,172,173,174,175,176,177,178,179,180,181, 182,183,184,185,186,187,188,189,190,191,192,193,194,195,196,197,198, 199,200,201,202
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1" = 100' Maps	117P,118N,124C,124E,124F,127B,129D,130A,138E,145B,164E,166O,166P, 169B,169G,169H,175C,175D,175F,181A,181B,183D,183E,183F
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1" = 50' Maps	
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PERCENTAGE OF TOTAL PARCELS TO BE INSPECTED THIS YEAR:	32.9%
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% OF PARCELS CHECKED FOR QUALITY CONTROL

URBAN	RURAL	COMM/IND	OTHER	TOTAL %
5%	5%	5%	5%	5%

COUNTY INDEX MAP

	001	002	003	004	005	006				
017	016	015	014	013	012	011	010	009	008	007
018	019	020	021	022	YEAR 1	024	025	026	027	028
039	036	037	034	035	034	033	032	031	030	029
040	041	042	043	044	045	046	047	048	049	050
061	060	059	058	057	056	055	054	053	052	051
063	063	064	065	064	067	068	069	070	071	072
065	062	061	060	077	076	077	074	075	074	073
084	085	086	087	088	089	090	091	092	093	
102	102	101	100	YEAR 2	098	097	094	095	094	
104	103	102	101	100	109	110	111	112	113	
123	122	121	120	119	118	117	116	115	114	
134	125	124	127	128	129	130	131	132	133	
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163	162	161	160	159	158	157	156	155	154	
164	165	166	167	168	169	170	171	172	173	
174	185	181	YEAR 3	175	177	176	175	174	174	
184	185	184	187	188	189	190	191	192	193	
203	202	201	200	199	198	197	196	195	194	

NARRATIVE INFORMATION --- VISUAL INSPECTION

- A. **Field Inspectors:** Each county is expected to have experienced/competent field personnel to measure and list all types of improvements in the field. Assistance will be requested from the Division of Property Assessments if there are any special or unique improvements that the field staff is not experienced with.
- B. **Training Recommended:** DPA seminars, workshops and courses will be provided by the Division of Property Assessments relating to current procedures and valuation of properties.
- C. **Quarterly Progress Reports:** Each quarter, the Assessor will return a report to the Division of Property Assessments that shows progress that has been made on a quarterly basis. This report will show the number of parcels reviewed and keypunched along with the maps that have been completed.
- D. **Accuracy of All Attributes:** Land and Improvements must be reviewed on every parcel during the review phase for accuracy and completeness. This includes the physical attributes of the land, such as topography, and tree-lines that may have changed since the last inspection cycle.
- E. **Changes to Parcels:** Any new structures, additions, and remodeling should be keyed in the current file to maintain fairness and equity among all property owners. Changes held until reappraisal or future years, must only be nominal in nature. Review will be considered complete when changes have been keypunched in the CAMA system.
- D. **Geographic Areas Assigned:** Annual visual inspection of parcels are defined for each year in this report. The inspection of all rural, urban and commercial properties will be completed by the end of the cycle explained within this report.
- F. **Map Maintenance Schedule and Explanations:** Maps maintenance will be worked on a daily basis, with the IMPACT file being current at all times. Sales will comply with the State's procedures.

G. **Use of Aerial Photography for Review:** Maps may be reviewed using aerial photography for all attributes of the parcels, provided that the outcome will result in accurate assessments. Some field review may be required in some instances. The Assessor may use a variety of methods to achieve the goal of fairness and equity during each phase of the cycle.

H. **Quality Assurance Efforts Planned:** Quality of work for visual review and keypunching must be maintained by the Assessor. It is suggested that all field review work, and keypunch, be checked by more than one staff member in the office. This will ensure adequate quality in all work. It is also suggested that Assessment Summaries be run on a regular basis to catch any large irregularities or mistakes.

NARRATIVE INFORMATION – REVALUATION YEAR

- A. **Personnel Needs:** Reappraisal cycles for 6 year counties will be assisted by the Division of Property Assessments with the help of the Assessor's office. Sharing of valuation is necessary for quality results during the reappraisal process. 5 year cycles will be assisted by the Division, with less involvement and more of the valuations in the hands of the Assessor's office. For 4 year cycles, the Assessor and staff will do all valuation from their office. The Division will have no involvement unless there are unique/complex valuations.
- B. **Office Space and Equipment Needs:** The Assessor will provide adequate space for any DPA personnel assisting in the reappraisal. Any supplies and equipment will be provided by the Assessor's office for any reappraisal needs.
- C. **Use of Aerial Photographs:** Aerial photography will be utilized to check location, access, , land grades, improvements, tree-lines, acreage, etc. They will also be used to check consistency of improvement types, land tables, and consistency when Mapviewer is available.
- D. **Assistance of Division of Property Assessments:** Technical support in developing the Base house, OBY rates, urban land pricing, market and use farm schedules, and valuing commercial and industrial property will be given to counties where needed. 4 and 5 year cycles will be given more limited assistance.
- E. **Development of Sales File:** Sales information will posted to the Property Record Cards in a timely manner, in order to use the information for the revaluation of properties. The DPA will monitor the quality of this data to insure acceptable standards are met. Sales Verification forms will be maintained as required by procedures.
- F. **Neighborhood Codes:** Neighborhood codes will be checked for consistency and delineated in manner that is reasonable and consistent. This will be a combined effort of the DPA and the Assessor's office.

G. Improvement Valuation:

1. **Base House Development:** Residential improvements will be based on market derived sales information from the previous year. Commercial rates will be derived from the Marshall & Swift Cost tables using the local multipliers from each area.
2. **Out Building and Yard Items:** Update with computer assistance by table- driven OBY Rates and Depreciation Tables as developed from Marshall & Swift. Any changes made to the table should be derived from the local market.
3. **Collection & Use of Income & Expense Information:** Questionnaires to be sent to selected properties during revaluation year for use in property valuation and appeals.
4. **Quality Assurance Efforts:** The quality of work completed by field personnel and computer clerks will be reviewed and monitored on a regular basis by the Assessor, along with periodic use of Assessment Summaries.

H. Land Valuation:

1. **Rural Land & Use Value:** Market and use value schedules will be developed by the Division of Property Assessments and the Assessor, along with size and location adjustments.
2. **UOM Tables:** UOM tables will be used to value residential land from 0 to 14.99 acres. The Division will assist with the development of the UOM tables.
3. **Commercial & Industrial:** The Division of Property Assessments will assist in the review and pricing and listing of all commercial/industrial properties.
4. **Quality Control:** The Assessor will conduct quality control at all times with a review of randomly selected parcels. Statistical analysis will check for outliers and standard statistical measures will be used.

- I. **Mineral and/or Leaseholds:** Leasehold questionnaires will be mailed to selected properties in the reappraisal year by the Assessor's office with calculation by DPA. Mineral properties are to be identified by the Assessor with valuation assistance from the DPA.

J. **Valuation Analysis:** Detailed Analysis: Statistical analysis will be done by the Division of Property Assessments to ensure that final statistics fall with acceptable standards in all categories of vacant and improved properties. Final value correlation will be achieved at 100% of market value.

K. **Mapping and Ownership:** Mapping and ownership information will be kept current during the reappraisal process within 30 days from the time of the sale.

L. **New Construction:** New improvements and/or remodeling will be kept current throughout the reappraisal year.

M. **Final Value Meeting:** A final value meeting will address all rates, tables, and the final analysis will be based upon standard statistical measures of performance. Final results will acceptable or final meeting will be delayed until equity and market value is achieved.

N. **Hearings** (Formal and Informal): Assessor's staff will conduct all informal hearings. Any assistance with formal hearings will be requested through the Division of Property Assessments and the Appeals Request form to the Assistant Director.

Is your county currently on the IMPACT system? Yes No

Do you plan to change to another system? Yes No

If so, list the name and the date: _____

ASSESSOR'S PERSONNEL ASSIGNMENT

POSITION # 1	
TITLE	PROPERTY ASSESSOR
NAME	MARK WARD
YEARS OF SERVICE	24
PHASE RESPONSIBILITY	ALL PHASES OF THE REAPPRAISAL PROGRAM
POSITION # 2	
TITLE	DEPUTY ASSESSOR
NAME	CAROL MITCHELL
YEARS OF SERVICE	18
PHASE RESPONSIBILITY	SALES VERIFICATION & MAPPING
POSITION # 3	
TITLE	PERSONAL PROPERTY/CLERK
NAME	KARLEY DOWDY
YEARS OF SERVICE	10
PHASE RESPONSIBILITY	PERSONAL PROPERTY
POSITION # 4	
TITLE	CLERK
NAME	WILLA SIMCO
YEARS OF SERVICE	4
PHASE RESPONSIBILITY	KEYPUNCH & CARD REVIEW
POSITION # 5	
TITLE	FIELD REVIEW
NAME	WADE CARRAWAY
YEARS OF SERVICE	8
PHASE RESPONSIBILITY	IMPROVEMENT REVIEW
POSITION # 6	
TITLE	MAPPING
NAME	CAROL MITCHELL
YEARS OF SERVICE	18
PHASE RESPONSIBILITY	SAME AS DEPUTY
POSITION # 7	
TITLE	CLERK
NAME	ANGIE KENNON
YEARS OF SERVICE	3
PHASE RESPONSIBILITY	KEYPUNCH AND CARD REVIEW

Signature Page

ASSESSOR OF PROPERTY (Signature)

DATE

COUNTY MAYOR (Signature)

DATE

CHAIRMAN, COUNTY COMMISSION (Signature)

DATE

ATTACHED RESOLUTION FOR 4 OR 5 YEAR CYCLES?

YES X NO _____

DATE SUBMITTED TO STATE BOARD OF EQUALIZATION:

DATE _____

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING
A CONTINUOUS FOUR (4) YEAR REAPPRAISAL CYCLE**

WHEREAS, Tennessee Code Annotated Section 67-5-1601 establishes a general six (6) year reappraisal for updating and equalizing property values for every county in Tennessee for property tax purposes, and

WHEREAS, a six (6) year reappraisal program consists of an on-site review of each parcel of real property over a five-year period followed by revaluation of all such property in the year following completion of the review period and includes a current value updating during the third year of the review cycle and sales ratio studies during the second and fifth years of the review cycle, and

WHEREAS, Tennessee Code Annotated Section 67-5-1601 provides that upon the submission of a plan by the assessor and upon approval of the State Board of Equalization, a reappraisal program may be completed by a continuous four (4) year cycle comprised of an on-site review of each real property over a three (3) year period followed by revaluation of all such property in the year following completion of the review period, and

WHEREAS, the county legislative body of _____ County understands that by approving such a four (4) year reappraisal cycle, a sales ratio study will be conducted during the second year of the review cycle and the centrally assessed properties and commercial/industrial tangible personal property will be equalized by the sales ratio adopted by the State Board of Equalization;

NOW, THEREFORE, BE IT RESOLVED by the county legislative body of _____ County, meeting in _____ session on this the _____ day of _____, that:

PURSUANT to Tennessee Code Annotated Section 67-5-1601, reappraisal shall be accomplished in _____ County by a continuous four (4) year cycle beginning _____, comprised of an on-site review of each parcel of real property over a three (3) year period followed by revaluation of all such property for tax year _____.

Adopted this _____ day of _____.

APPROVED:

County Executive

ATTEST:

County Clerk

**A RESOLUTION
TO URGE PASSAGE OF THE IMPROVE ACT BY THE TENNESSEE GENERAL ASSEMBLY**

WHEREAS, the continued lack of funding for county highway projects has reached a critical point in Tennessee as state gasoline/fuel tax collections remain consistently stagnant; and

WHEREAS, at the state level, the Administration has identified more than a \$10 billion backlog of needed transportation projects; and

WHEREAS, as a part of the overall Tennessee transportation system, county roads and bridges are essential to the state's economic and community development success, the safe and efficient transportation of school children and the provision of emergency services to our taxpayers; and

WHEREAS, while the vast majority of vehicle trips in Tennessee begin and end on a road maintained by a local government, county highway departments are continuing to scale back or cancel resurfacing projects and reduce staffing until additional revenues become available; and

WHEREAS, in response to this critical need for additional transportation revenue, Governor Haslam has proposed the IMPROVE Act, which would increase the tax on gasoline by \$0.07 cents and the tax on diesel fuel by \$0.12 cents, which, in combination with other miscellaneous fees and surcharges, results in an additional \$296 million dollars annually for the Department of Transportation and an additional \$78 million dollars annually to counties, providing highway departments with much needed resources to more adequately address their current and future infrastructure needs; and

WHEREAS, while making essential investments in transportation infrastructure, the IMPROVE Act balances the burden on taxpayers by also providing for cuts to franchise and excise taxes, grocery taxes and the Hall Income Tax; and

WHEREAS, the County Legislative Body of Fayette County, Tennessee believes the IMPROVE Act provides an adequate, multi-faceted funding solution for Tennessee's transportation needs and provides tax relief for citizens and businesses which will allow Tennessee's economy to remain strong and continue to grow.

NOW, THEREFORE BE IT RESOLVED by the county legislative body of Fayette County meeting in session at Somerville, Tennessee, on the __ day of _____, 2017, that the Tennessee General Assembly is strongly urged to pass the IMPROVE Act in order to more adequately fund the state's transportation infrastructure needs.

BE IT FURTHER RESOLVED, that the County Clerk shall mail a copy of this resolution

to the legislative delegation representing this county and to the Tennessee County Services Association.

Adopted this _____ day of _____, 2017.

APPROVED: _____
County Mayor

ATTEST: _____
County Clerk

IMPROVE Act: Improving Manufacturing, Public Roads and Opportunities for a Vibrant Economy

A comprehensive and strategic plan to cut taxes on food and manufacturing while updating how the state provides Tennesseans the safe and reliable transportation network needed to support future job growth.

KEY TAKEAWAYS:

- ✓ Cuts \$270 million annually in taxes, bringing the total number of cuts made and proposed since 2011 to \$540 million annually, roughly nine times more than any other administration.
- ✓ Keeps the state's transportation network debt-free for the next generation at a cost to the average Tennessee road user of \$4.17 a month while delivering 962 projects across all 95 counties.
- ✓ Cities receive an additional \$39 million, and counties receive an additional \$78 million for local projects, allowing them to keep property and other local taxes low.

Tax Cuts

The IMPROVE Act cuts taxes by an estimated \$270 million annually, bringing the total number of cuts made and proposed since 2011 to \$540 million annually, roughly nine times more than any other administration.

- ✓ Cuts business taxes for manufacturers (\$113 million) by allowing them to go to "single weighted sales factor." Tennessee is currently at a competitive disadvantage for manufacturers, losing several candidates recently because of it. This helps create an even better environment for job creation because of manufacturing's multiplier effect with the suppliers they bring in.
- ✓ Cuts the sales tax on groceries by another half percent (\$55 million), bringing the total cut of this tax under the Haslam administration to \$101 million.
- ✓ Cuts the Hall income tax 1.5 percent this year with a commitment to cut it another 1.5 percent next year (3 percent, \$102 million).

A New Transportation Plan to Meet Tennessee's Needs

Tennessee's flat state gas tax of 21.4 cents per gallon hasn't been updated since 1989. Due to inflation, increases in construction costs and the cost of land and better gas mileage, the state comptroller estimates that 21.4 cents in 1989 is now worth approximately 11 cents a gallon. The money goes half as far as it once did. Without additional funding, it would take the state 50 years to complete its current list of projects, and many cities and counties will be forced to raise property taxes to pay for transportation. Good roads lead to good jobs. One of Tennessee's most desirable attributes in recruiting jobs is our location on the map. If you want to distribute product around the country, there's no better location. But it's hard to sell job creators on Tennessee if we don't have the roads and bridges to get product where it needs to go. A poor transportation system also costs citizens in time and vehicle maintenance.

The IMPROVE Act offers a balanced, equitable transportation plan that keeps Tennessee a pay-as-you-go state for the next generation and our roads debt free:

- ✓ Increases the road user fee by 7 cents a gallon for gas and 12 cents a gallon for diesel.
- ✓ Increases car registration fees by \$5 for the average passenger vehicle.
- ✓ Places a \$100 annual fee on electric vehicles and increases charges on vehicles using alternative fuels.
- ✓ Includes a 3 percent charge on rental cars.
- ✓ Changes open container law to allow TDOT flexibility to use \$18 million in existing federal funds on roads.
- ✓ Indexes (but caps) fuel taxes to the Consumer Price Index to keep up with the rate of inflation.
- ✓ Brings in \$278 million in new dollars to fund 962 transportation projects across all 95 counties, with 52 percent of the projects going to urban areas and 48 percent to rural areas. These projects include safety and interstate improvements, congestion reduction, economic corridors and 536 bridges repaired.
- ✓ Provides an additional \$39 million for cities and \$78 million for counties for local transportation projects.
- ✓ Allows municipalities, only if approved by local voters through referendum, to impose a surcharge on their sales tax rate that would be solely dedicated to public transit projects.

ADDITIONAL GAS/DIESEL REVENUE FOR COUNTIES

County	Diesel (12 cent increase)	Gasoline (7 cent increase)	Total Diesel + Gasoline	Revenue Generated on One Cent of Property Tax, 2016	Property Tax Increase Needed to Produce the Same Revenue as Governor's Proposal (Cents)
ANDERSON COUNTY	218,092.25	583,599.67	801,691.92	\$ 160,000	5.01
BEDFORD COUNTY	210,454.51	563,161.59	773,616.10	\$ 83,692	9.24
BENTON COUNTY	176,260.04	471,659.58	647,919.62	\$ 26,009	24.91
BLED SOE COUNTY	174,783.51	467,708.48	642,491.99	\$ 20,659	31.10
BLOUNT COUNTY	286,593.76	766,904.91	1,053,498.67	\$ 342,421	3.08
BRADLEY COUNTY	236,866.70	633,838.79	870,705.49	\$ 205,426	4.24
CAMPBELL COUNTY	207,595.70	555,511.62	763,107.32	\$ 75,812	10.07
CANNON COUNTY	157,530.24	421,539.94	579,070.18	\$ 21,773	26.60
CARROLL COUNTY	212,720.22	569,224.49	781,944.71	\$ 41,775	18.72
CARTER COUNTY	203,671.15	545,009.79	748,680.94	\$ 85,085	8.80
CHEATHAM COUNTY	183,457.23	490,918.76	674,375.99	\$ 74,067	9.10
CHESTER COUNTY	163,276.81	436,917.36	600,194.17	\$ 22,949	26.15
CLAIBORNE COUNTY	194,561.19	520,632.17	715,193.36	\$ 54,361	13.16
CLAY COUNTY	148,699.48	397,909.44	546,608.92	\$ 11,358	48.13
COCKE COUNTY	197,445.72	528,350.99	725,796.71	\$ 59,280	12.24
COFFEE COUNTY	211,131.75	564,973.84	776,105.59	\$ 103,379	7.51
CROCKETT COUNTY	158,058.00	422,952.20	581,010.20	\$ 22,159	26.22
CUMBERLAND COUNTY	246,432.86	659,437.15	905,870.01	\$ 145,965	6.21
DAVIDSON COUNTY	700,494.33	1,874,473.99	2,574,968.32	\$ 2,065,398	1.25
DECATUR COUNTY	164,447.91	440,051.15	604,499.06	\$ 23,171	26.09
DEKALB COUNTY	166,539.72	445,648.67	612,188.39	\$ 48,296	12.68
DICKSON COUNTY	216,368.58	578,987.23	795,355.81	\$ 99,444	8.00
DYER COUNTY	209,467.28	560,519.84	769,987.12	\$ 66,383	11.60
FAYETTE COUNTY	234,641.38	627,883.98	862,525.36	\$ 96,518	8.94
FENTRESS COUNTY	191,009.62	511,128.43	702,138.05	\$ 30,825	22.78
FRANKLIN COUNTY	217,276.44	581,416.61	798,693.05	\$ 91,336	8.74
GIBSON COUNTY	230,933.06	617,960.77	848,893.83	\$ 77,736	10.92
GILES COUNTY	215,070.78	575,514.41	790,585.19	\$ 56,193	14.07
GRAINGER COUNTY	166,739.55	446,183.42	612,922.97	\$ 35,606	17.21
GREENE COUNTY	249,393.80	667,360.43	916,754.23	\$ 130,050	7.05
GRUNDY COUNTY	169,680.81	454,054.01	623,734.82	\$ 21,849	28.55
HAMBLEN COUNTY	184,775.79	494,447.13	679,222.92	\$ 140,739	4.83
HAMILTON COUNTY	463,052.78	1,239,096.95	1,702,149.73	\$ 883,777	1.93
HANCOCK COUNTY	146,025.33	390,753.59	536,778.92	\$ 9,896	54.24
HARDEMAN COUNTY	220,543.58	590,159.26	810,702.84	\$ 37,366	21.70
HARDIN COUNTY	207,928.69	556,402.67	764,331.36	\$ 68,454	11.17
HAWKINS COUNTY	221,976.33	593,993.19	815,969.52	\$ 105,591	7.73
HAYWOOD COUNTY	196,080.07	524,696.59	720,776.66	\$ 40,408	17.84
HENDERSON COUNTY	201,918.15	540,318.89	742,237.04	\$ 40,471	18.34
HENRY COUNTY	211,140.76	564,997.95	776,138.71	\$ 61,345	12.65
HICKMAN COUNTY	211,318.06	565,472.39	776,790.45	\$ 37,713	20.60
HOUSTON COUNTY	144,536.53	386,769.67	531,306.20	\$ 13,044	40.73
HUMPHREYS COUNTY	195,743.06	523,794.77	719,537.83	\$ 45,204	15.92
JACKSON COUNTY	161,258.07	431,515.34	592,773.41	\$ 17,104	34.66
JEFFERSON COUNTY	190,011.74	508,458.17	698,469.91	\$ 115,597	6.04
JOHNSON COUNTY	165,495.29	442,853.86	608,349.15	\$ 31,650	19.22
KNOX COUNTY	538,765.22	1,441,698.18	1,980,463.40	\$ 1,120,347	1.77
LAKE COUNTY	139,275.49	372,691.52	511,967.01	\$ 8,998	56.90
LAUDERDALE COUNTY	195,647.21	523,538.30	719,185.51	\$ 35,849	20.06

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 28th day of February, 2017, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 16/17 February, 2017

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
53500 <u>Juvenile Court</u>		
307 Communications	<u>\$ 725.00</u>	
355 Travel		\$ 470.00
499 Other Supplies & Materials		<u>255.00</u>
Subtotal-53500	\$ 725.00	\$ 725.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ 725.00	\$ 725.00
 Prior Estimated Expenditures		\$ 17,036,815.70
 Total Estimated Expenditures this Amendment		\$ 17,036,815.70
 Projected Fund Balance before Amendment		\$ 4,148,437.35
 Change in Fund Balance this Amendment		\$ 0.00
 Estimated Ending Fund Balance as of June 30, 2017		\$ 4,148,437.35



TENNESSEE DEPARTMENT OF REVENUE

COUNTY EXECITVE/MAYOR
 FAYETTE COUNTY
 PO BOX 218
 SOMERVILLE TN 38068-0218

February 11, 2017

Month of: JANUARY
 Tot. Collections: \$771,743.91
 Cost of Admin: \$8,682.11
 Net Collections: \$763,061.80

The Department of Revenue has collected and allocated the above total during the month indicated from Local Option Sales Tax as follows:

COUNTY/CITY NAME	TOTAL COLLECTIONS	LESS ADMIN. COSTS	NET COLLECTIONS
FAYETTE COUNTY	\$79,147.65	\$890.41	\$78,257.24
SOMERVILLE	\$105,917.39	\$1,191.57	\$104,725.82
LAGRANGE	\$942.57	\$10.60	\$931.97
MOSCOW	\$18,913.32	\$212.77	\$18,700.55
OAKLAND	\$361,223.26	\$4,063.76	\$357,159.50
ROSSVILLE	\$15,990.10	\$179.89	\$15,810.21
GALLAWAY	\$37,018.52	\$416.46	\$36,602.06
BRADEN	\$3,175.82	\$35.73	\$3,140.09
WILLISTON	\$2,094.91	\$23.57	\$2,071.34
PIPERTON	\$146,435.83	\$1,647.40	\$144,788.43
GRAND JUNCTION	\$884.54	\$9.95	\$874.59

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 Fiscal Services at (615) 532-8944 between 8:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted.

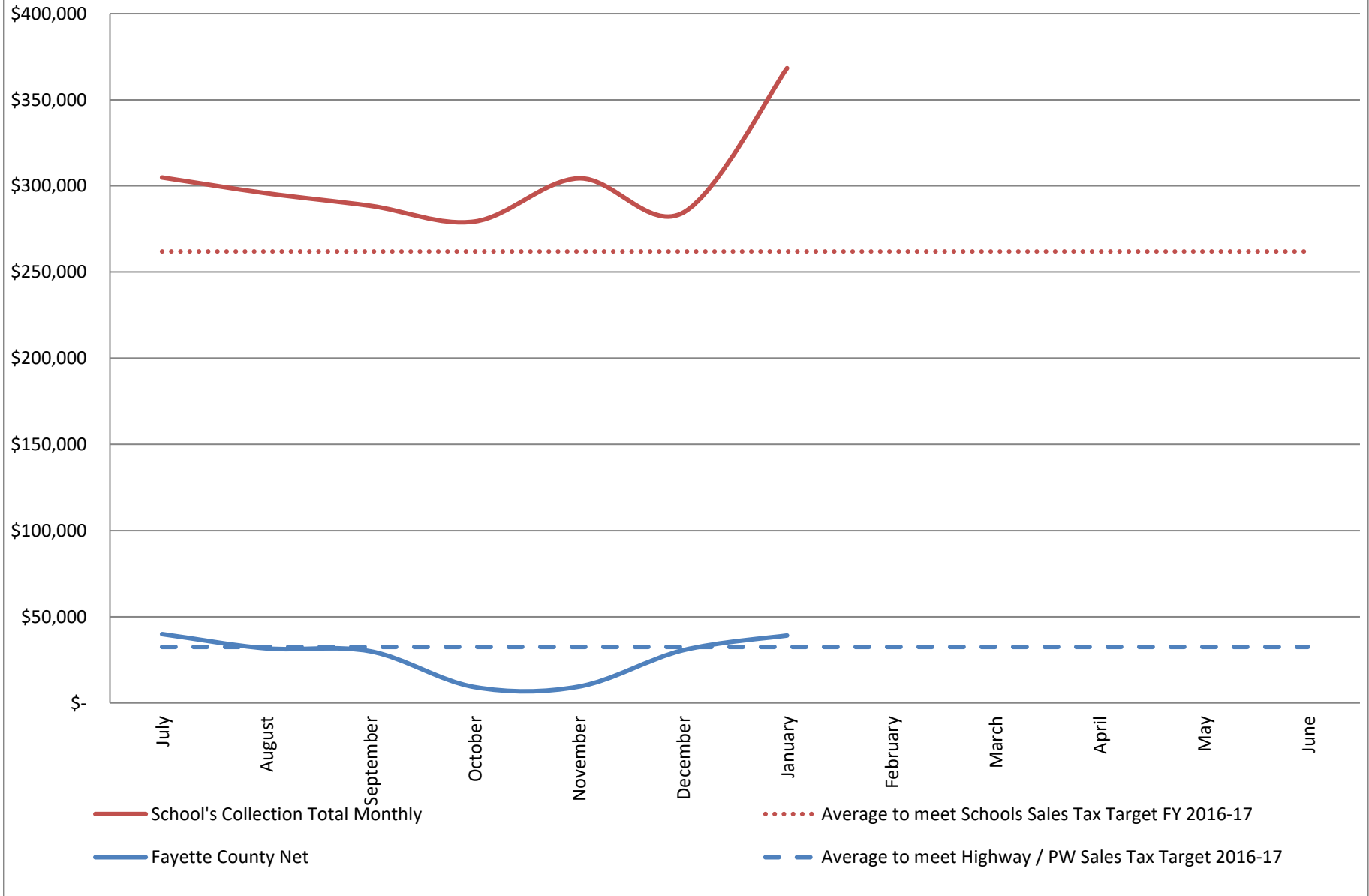
Sales Tax

Average 2016-17 Monthly School Collections Target is \$ 261,953.00

Revenue by Month
(Net Collections)

	Fayette County			Piperton	School's Collection Total Monthly	Year-To-Date School Amount	School Avg Monthly Collections	Estimated Tax Collections
	County Total	Collections	Net					
July	\$ 634,516	\$ 79,884	\$ 39,942	\$ 135,931	\$ 304,901	v	\$ 304,901	\$ 261,953
August	\$ 617,964	\$ 63,313	\$ 31,657	\$ 145,469	\$ 295,758	v	\$ 300,329	\$ 523,906
September	\$ 602,042	\$ 59,932	\$ 29,966	\$ 138,140	\$ 288,463	v	\$ 296,374	\$ 785,859
October	\$ 583,979	\$ 18,413	\$ 9,207	\$ 139,294	\$ 279,326	v	\$ 292,112	\$ 1,047,812
November	\$ 637,488	\$ 18,906	\$ 9,453	\$ 157,518	\$ 304,424	v	\$ 294,574	\$ 1,309,765
December	\$ 587,558	\$ 61,109	\$ 30,554	\$ 103,229	\$ 284,394	v	\$ 292,878	\$ 1,571,718
2017 January	\$ 763,063	\$ 78,257	\$ 39,129	\$ 144,788	\$ 368,369	v	\$ 303,662	\$ 1,833,671
February						v	\$ -	\$ 2,095,624
March						v	\$ -	\$ 2,357,577
April						v	\$ -	\$ 2,619,530
May						v	\$ -	\$ 2,881,483
June							\$ 2,125,635	\$ -
<hr/>								
Collected Sales Tax to Public Works	\$	189,907			Sales Tax Budget 2016-17:	\$	3,143,438	
Current Avg Monthly	\$	27,130						
Public Works Estimated Monthly	\$	32,500						
Projected Ending	\$	325,555			YTD Sales Tax Over/Under	\$	291,964	
Public Works Sales Tax Budget:	\$	390,000						
Annual Projected Over/(Under) Budget:	\$	(64,445)						

Sales Tax





STATE OF TENNESSEE
DEPARTMENT OF REVENUE
ANDREW JACKSON STATE OFFICE BUILDING
NASHVILLE, TENNESSEE 37242

FEBRUARY 10, 2017

BILL HASLAM
Governor

DAVID GERREGANO
Commissioner

FAYETTE COUNTY EXECUTIVE
PO BOX 340
SOMERVILLE, TN 38068

THE DEPARTMENT OF REVENUE HAS ALLOCATED THE FOLLOWING TOTALS FROM STATE SALES TAX ON INTERSTATE TELECOMMUNICATIONS SERVICES DURING THE MONTH OF JANUARY, 2017. THIS ALLOCATION IS BASED ON TENNESSEE CODE ANNOTATED SECTION 67-6-221 WHICH WAS EFFECTIVE JANUARY 1, 2000. TENNESSEE CODE ANNOTATED 67-6-712 (LOCAL OPTION SALES TAX) IS REFERENCED FOR FURTHER COUNTY DISTRIBUTION.

FAYETTE COUNTY EDUCATION	199.27
SOMERVILLE EDUCATION	25.57
LAGRANGE EDUCATION	1.10
MOSCOW EDUCATION	4.59
OAKLAND EDUCATION	54.73
ROSSVILLE EDUCATION	7.45
GALLAWAY EDUCATION	5.62
BRADEN EDUCATION	2.33
WILLISTON EDUCATION	3.26
PIPERTON EDUCATION	13.49
GRAND JUNCTION EDUCATION	.03
TOTAL ALLOCATION FOR FAYETTE COUNTY EDUCATION	\$317.44
FAYETTE COUNTY GENERAL PURPOSE	199.27
GRAND TOTAL ALLOCATION	\$516.71

THE DEPARTMENT OF FINANCE AND ADMINISTRATION HAS BEEN NOTIFIED TO ISSUE A PAYMENT TO THE TRUSTEE OF YOUR COUNTY FOR THE GRAND TOTAL ALLOCATION. PAYMENTS DO NOT NEED TO BE FORWARDED TO THE MUNICIPALITIES BECAUSE THEIR SHARE IS BEING REMITTED DIRECTLY. THE TOTAL EDUCATION ALLOCATION LISTED ABOVE SHOULD BE DISTRIBUTED IN THE SAME MANNER AS THE COUNTY PROPERTY TAX FOR SCHOOL PURPOSES. THE COUNTY GENERAL PURPOSE FUND IS EARMARKED FOR GENERAL FUND PURPOSES.

FOR ADDITIONAL INFORMATION REGARDING THIS ALLOCATION, YOU MAY CALL THE DIVISION OF FISCAL SERVICES AT (615) 741-1028 BETWEEN 8:00 A.M. AND 4:30 P.M. MONDAY THROUGH FRIDAY, HOLIDAYS EXCEPTED.

C: COUNTY TRUSTEE
COUNTY DIRECTOR OF FINANCE

BUILDING PERMIT REPORT							
Data For: January 2017		Permits Issued: 26			Fees Collected: \$4024		
TOTAL BY CIVIL DISTRICT AND PURPOSE							
CD #	HOUSES	MOBILE	BUSINESS	INDUSTRY	ADDITIONS	OTHER	CD# TOTAL
#01							0
#02						1	1
#03		1					1
#04							0
#05							0
#06						1	1
#07	1					3	4
#08					1	4	5
#09						4	4
#10							0
#11					1	2	3
#12					1	1	2
#13	1						1
#14	1					1	2
#15		1			1		2
TOTAL	3	2	0	0	4	17	26
MONTHLY REVENUE REPORT				PREVIOUS FISCAL YEAR			
BUILDING PERMITS			\$2,874	BUILDING PERMITS			\$2,903
ROAD CONS. REVIEW FEES			\$0	ROAD CONS. REVIEW FEES			\$0
BEER PERMITS			\$0	BEER PERMITS			\$0
APPEALS BOARD FEES			\$900	APPEALS BOARD FEES			\$600
REZONING FEES			\$0	REZONING FEES			\$0
SUBDIVISION REVIEW FEES			\$0	SUBDIVISION FEES			\$0
REINSPECTION FEES			\$250	REINSPECTION FEES			\$250
ORDINANCE COPY FEES			\$0	ORDINANCE COPY FEES			\$0
GIS MAP & DATA FEES			\$0	GIS MAP & DATA FEES			\$0
MONTHLY TOTAL			\$4,024	MONTHLY TOTAL			\$3,753
BEGINNING BALANCE			\$23,157	BEGINNING BALANCE			\$28,277
MONTHLY TOTAL			\$4,024	MONTHLY TOTAL			\$3,753
YEAR TO DATE			\$27,181	YEAR TO DATE			\$32,030

ADEQUATE FACILITIES TAX BY FISCAL YEAR

DATE	BRADEN	FAYETTE	GALLAWAY	GRAND JUN	LAGRANGE	MOSCOW	OAKLAND	PIPERTON	ROSSVILLE	SOMERVILLE	WILLISTON	TOTAL
Jul-15		\$28,326					\$10,784	\$320	\$1,548			\$40,978
Aug-15	\$2,981	\$13,077					\$18,612	\$7,655	\$6,978			\$49,303
Sep-15		\$9,309					\$16,278	\$5,133	\$1,735	\$1,746		\$34,201
Oct-15		\$15,144					\$7,756	\$16,443	\$4,058	\$1,469		\$44,870
Nov-15		\$7,743					\$5,571	\$1,439	\$3,729	\$2,674		\$21,156
Dec-15		\$12,118	\$881				\$11,128	\$13,582	\$3,606			\$41,315
Jan-16	\$1,594	\$11,424					\$12,762	\$7,209	\$6,490	\$3,369		\$42,848
Feb-16	\$0	\$9,169	\$0	\$0	\$0	\$0	\$4,781	\$3,726	\$5,058	\$37,127	\$0	\$59,861
Mar-16	\$1,096	\$30,966				\$60	\$10,862	\$5,628	\$3,846	\$1,301		\$53,759
Apr-16	\$0	\$25,560	\$0	\$0	\$0	\$0	\$10,051	\$10,236	\$9,757	\$1,217	\$0	\$59,003
May-16	\$0	\$20,498	\$188	\$0	\$0	\$0	\$10,026	\$8,580	\$6,355	\$0	\$0	\$45,647
Jun-16	\$0	\$20,383	\$0	\$0	\$0	\$0	\$27,242	\$4,447	\$912	\$6,026		\$59,010
	\$5,671	\$203,717	\$1,069	\$0	\$0	\$60	\$145,853	\$84,398	\$54,072	\$54,929	\$0	\$551,951

DATE	BRADEN	FAYETTE	GALLAWAY	GRAND JUN	LAGRANGE	MOSCOW	OAKLAND	PIPERTON	ROSSVILLE	SOMERVILLE	WILLISTON	TOTAL
Jul-16	\$0	\$20,955	\$0	\$0	\$0	\$0	\$9,836	\$8,771	\$54,181	\$0	\$0	\$93,743
Aug-16	\$0	\$19,275	\$0	\$0	\$0	\$0	\$31,505	\$1,909	\$2,050	\$3,274	\$0	\$58,013
Sep-16	\$0	\$19,839	\$0	\$0	\$0	\$0	\$24,417	\$6,854	\$109	\$0	\$0	\$51,219
Oct-16	\$1,477	\$21,416	\$0	\$0	\$0	\$0	\$11,473	\$5,328	\$3,793	\$1,948	\$0	\$45,435
Nov-16	\$0	\$20,929	\$0	\$0	\$0	\$0	\$5,510	\$6,414	\$5,836	\$16	\$0	\$38,705
Dec-16	\$0	\$8,124	\$0	\$0	\$0	\$0	\$6,311	\$6,091	\$0	\$2,956	\$0	\$23,482
Jan-17	\$0	\$9,208	\$0	\$0	\$0	\$0	\$8,939	\$5,503	\$5,839	\$3,322	\$0	\$32,811
Feb-17												
Mar-17												
Apr-17												
May-17												
Jun-17												
	\$1,477	\$119,746	\$0	\$0	\$0	\$0	\$97,991	\$40,870	\$71,808	\$11,516	\$0	\$343,408

State Holidays

About State Office Holiday Hours

When a holiday falls on Saturday, the Friday before the holiday is substituted. When the holiday falls on Sunday, the Monday following the holiday is substituted.

Tennessee State Government Holiday Office Closures

New Year's Day

Monday, January 2 & Tuesday, January 3, 2017

Martin Luther King, Jr. Day

January 16, 2017

Third Monday in January

Also called "Birthday of Martin Luther King, Jr."

Presidents Day

Monday, February 20, 2017

Third Monday in February

Also called "Washington's Birthday"

Good Friday

Friday, April 14, 2017

Friday before Easter

Memorial Day

Monday, May 29, 2017

Last Monday in May

Independence Day

Tuesday, July 4, 2017

Labor Day

Monday, September 4, 2017

First Monday in September

Veterans Day

Friday, November 10, 2017

Thanksgiving

Thursday, November 23 and Friday, November 24, 2017*

Fourth Thursday in November

Christmas Day

Monday, December 25 and Tuesday, December 26, 2017**

New Year's Day

Monday, January 1 and Tuesday, January 2, 2018**

**Pursuant to Tennessee Code Annotated, Section 4-4-105(a)(1), the Governor has designated that the Columbus Day holiday shall be substituted for the Friday after Thanksgiving.*

***Governor Haslam has approved these additional days as State office closures in addition to the official holidays.*



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

COMMISSIONER'S OFFICE
SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2848

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

December 7, 2015

The Honorable Rhea "Skip" Taylor
Mayor of Fayette County
13095 N. Main St. (P.O. Box 218)
Somerville, TN 38068

Dear Mayor Taylor,

I recently attended the Memphis MPO meeting on November 19th to discuss the challenges we are facing in the future of transportation infrastructure. As you know, Governor Haslam recently released two lists of transportation projects needed in the state: a list of 181 backlogged projects that will not be completed or at least under contract until 2034; and a list of 765 new project needs that cannot be considered until 2022 at the earliest, if ever. In Fayette County, a total of 27 projects are identified on either the backlog or new project needs lists. I am attaching a list of the 27 projects in Fayette County for your reference.

Whether the projects in your area impact safety, congestion, or enhancing economic development opportunities, the reality is that it could be nearly two decades before we are able to pay for these needed improvements, and further delays will only have negative impacts on Tennesseans. I welcome any opportunity to come to Fayette County to discuss these projects further. If you become aware of any such opportunities, please contact my Assistant, Angie Martin at angie.p.martin@tn.gov to schedule.

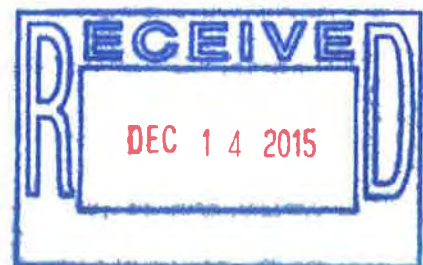
To view transportation projects on the backlog list, new project needs, and more information on transportation funding, please visit the following web page:

<https://www.tdot.tn.gov/projectneeds>.

Sincerely,

A handwritten signature in black ink, appearing to read "John Schroer".

John Schroer
Commissioner



Projects Report
FAYETTE County

Flagship	Category	County	Route	Road Name	Length (mi.)	Est. Cost to Completion	Project Description	Backlog
	Interstate	FAYETTE	I-40		0.681	\$9,400,000	INTERCHANGE AT SR-196 (HICKORY WITHE ROAD)	✓
	ITS	SHELBY / FAYETTE	SR-385		0.010	\$4,000,000	ITS EXPANSION FROM MM 7 TO MM 15	
	ITS	SHELBY / FAYETTE	I-269		0.010	\$9,000,000	ITS EXPANSION ON SR 385/I-269 FROM I-40 SOUTHWARD TO THE MISSISSIPPI STATE LINE	
	Rural Large Bridges	FAYETTE	1442	LA GRANGE RD.	0.010	\$1,106,000	LA GRANGE RD. BRIDGE OVER BRANCH	
	Rural Large Bridges	FAYETTE	1474	THORPE DR.	0.010	\$124,000	THORPE DR. BRIDGE OVER BRANCH	
	Rural Large Bridges	FAYETTE	2706	MCKINSTRY RD.	0.010	\$242,000	MCKINSTRY RD. BRIDGE OVER OVERFLOW	
	Rural Large Bridges	FAYETTE	0A091	OLD JACKSON RD.	0.010	\$356,000	OLD JACKSON RD. BRIDGE OVER LITTLE CREEK	
	Rural Large Bridges	FAYETTE	0A136	NEWCASTLE DR.	0.010	\$251,000	NEWCASTLE DR. BRIDGE OVER BRANCH OF MORROW CREEK	
	Rural Large Bridges	FAYETTE	0A149	BUFORD ELLINGTON RD.	0.010	\$1,537,000	BUFORD ELLINGTON RD. BRIDGE OVER NORTH FORK CREEK	
	Rural Large Bridges	FAYETTE	0A208	CHAPEL RD.	0.010	\$211,000	CHAPEL RD. BRIDGE OVER OVERFLOW	
	Rural Large Bridges	FAYETTE	0A232	JOHNSON DR.	0.010	\$139,000	JOHNSON DR. BRIDGE OVER HURRICANE CREEK	
	Rural Large Bridges	FAYETTE	0A235	KNOX RD.	0.010	\$544,000	KNOX RD. BRIDGE OVER BRANCH	
	Rural Large Bridges	FAYETTE	0A257	MEBANE RD.	0.010	\$245,000	MEBANE RD. BRIDGE OVER DRAINAGE DITCH	
	Rural Large Bridges	FAYETTE	0A127	FINNIE DR.	0.010	\$809,000	FINNIE DR. BRIDGE OVER BRANCH	
	Rural Large Bridges	FAYETTE	840	OLD JACKSON RD.	0.010	\$412,000	OLD JACKSON RD. BRIDGE OVER BIG MUDDY CREEK	

Projects Report
FAYETTE County

Flagship	Category	County	Route	Road Name	Length (mi.)	Est. Cost to Completion	Project Description	Backlog
	Rural Large Bridges	FAYETTE	1442	LA GRANGE RD.	0.010	\$740,000	LA GRANGE RD. BRIDGE OVER WOLF RIVER OVERFLOW	
	Rural Large Bridges	FAYETTE	1454	RALEIGH-LA GRANGE RD. EAS	0.010	\$877,000	RALEIGH-LA GRANGE RD. EAS BRIDGE OVER BRANCH	
	Rural Large Bridges	FAYETTE	1540	YAGER DR.	0.010	\$1,541,000	YAGER DR. BRIDGE OVER BRANCH	
	Rural Large Bridges	FAYETTE	1553	OLD JACKSON RD.	0.010	\$1,300,000	OLD JACKSON RD. BRIDGE OVER BEAR CREEK	
	Rural Large Bridges	FAYETTE	0A043	OLD FIFTY NINE DR.	0.010	\$217,000	OLD FIFTY NINE DR. BRIDGE OVER BRANCH	
	Rural Large Bridges	FAYETTE	0A070	TOMLIN RD.	0.010	\$577,000	TOMLIN RD. BRIDGE OVER TREADVILLE CREEK	
	Rural Large Bridges	FAYETTE	0A094	CALDWELL DR.	0.010	\$490,000	CALDWELL DR. BRIDGE OVER LONDON CREEK	
	Rural Large Bridges	FAYETTE	0A119	BAILEY MORRISON DR.	0.010	\$781,000	BAILEY MORRISON DR. BRIDGE OVER GREGG CREEK	
	Rural Large Bridges	FAYETTE	0A129	SARDIS DR.	0.010	\$1,180,000	SARDIS DR. BRIDGE OVER BRANCH N. FK. WOLF RIVER	
	Rural Large Bridges	FAYETTE	0A204	HAYES RD.	0.010	\$118,000	HAYES RD. BRIDGE OVER SANDY CREEK	
	RuralAcc	FAYETTE	SR-460		5.351	\$28,500,000	SOMERVILLE BELTWAY, FROM US-64 (SR-15) WEST OF SOMERVILLE TO US-64 (SR-15) EAST OF SOMERVILLE	✓
	State Route Bridges	FAYETTE	SR-193	MACON RD.	0.010	\$565,000	MACON RD. BRIDGE OVER BRANCH	
						FAYETTE County Total Est. \$65,262,000		



Fayette County Government

Rhea Taylor / County Mayor

DATE: FEBRUARY 23, 2017
TO: FAYETTE COUNTY COMMISSION
FROM: RHEA TAYLOR
RE: NON-PROFIT REQUEST NOTICES

In preparation for the non-profit requests that will be presented at the April 11th Budget Committee meeting, notices were sent out to the recipients of Fiscal Year 2016-17. In an effort to limit the expansion of public funds being appropriated for private entities, ONLY the recipients of funding for Fiscal Year 2016-17 received a notice. A blank copy of that request is attached to this memo.

February 23, 2017

Dear Sir or Madam,

The Fayette County Commission is considering requests for funding for non-profit organizations for the fiscal year 2017-18. If your organization would like to be considered for funding, please send **before** March 31, 2017:

- A request letter stating the request amount, and a detailed description of what your organization plans to do with possible funding
- A copy of the your most recent audit (if no audit performed, a detailed financial statement for the past year)
- Contact information for representative of your organization (Name, Title, Mailing Address, Phone, and Email)
- If you have received funding from Fayette County in the past, you must be current on turning in your quarterly reports. (Quarterly reports are due to the Mayor's office by the 15th of the month following the end of a quarter. January, April, July, & October 15th)

Remember that any funds must be used in furtherance of your non-profit purposes benefitting the general welfare of the residents of Fayette County. If we have not received your information by March 31, 2017, funding may not be considered.

The Budget Committee of the County Commission will meet on Tuesday, April 11, 2017 at the Bill Kelley Criminal Justice Center to consider requests. Please plan to have a representative of your organization at that meeting. Please check with my office to confirm the meeting time and answer any questions you might have.

Sincerely,

Rhea Taylor
Fayette County Mayor

Enclosure