

REGULAR MEETING OF  
**THE HARTSVILLE/TROUSDALE COUNTY COMMISSION**

*Dwight Jewell, Chair*  
*Bill Fergusson, Pro Temp*  
*Beverly Atwood*  
*Mary Ann Baker*  
*Ken Buckmaster*

*Shane Burton*  
*Gary Claridy*  
*Rick Davis*  
*Jerry Ford*  
*T. Bubba Gregory*

*Landon Gulley*  
*Richard Harsh*  
*Richard Johnson*  
*Rachel Jones*  
*David Nollner*

*Lesley Overman*  
*Amber Russell*  
*Lonnie Taylor*  
*Gary Walsh*  
*Steve Whittaker*

MONDAY, AUGUST 29, 2022 | 7:00 P.M. | TC COURTHOUSE

*Work Session Monday, August 22, 2022 | 7:00PM | TC Courthouse*

**AGENDA**

- 1. Open Court**
- 2. Invocation** – Steve Whittaker
- 3. Pledge to the American Flag** – Richard Johnson
- 4. Roll Call** – Rita Crowder, County Clerk / *Electronic Check in*
- 5. Approval of Minutes**  
*The minutes of the July 25, 2022 Commission meeting have been distributed.*
- 6. Announcements**
- 7. Approval | Amendments to the Agenda**  
- *Additions: BA 101-03FB \$435 UT Extension office salary and benefits, TDoT Right of Entry Authorization; Acknowledgement of Bond*
- 8. Citizens' Response to Agenda Items**  
*If you wish to speak to the Commission about a matter on this month's agenda, please sign in.*
- 9. County Mayor Report** – Stephen Chambers
- 10. Committee Reports**
  - A. Parks & Recreation – August 16
  - B. Budget & Finance – August 22
  - C. Other Reports
- 11. Active Business**
  - A. **Resolutions**
    - 1) **Resolution 2022-21-765** Authorize Contract Signing
  - B. **Ordinances**  
FIRST READING
    - 1) **Ordinance 254-2022-24** Rezoning A1 to R1 (Belcher Lane)
    - 2) **Ordinance 255-2022-25** Rezoning R1 to R3 (Western Ave)
    - 3) **Ordinance 256-2022-26** Rezoning A1 to R1 (Dalton Hollow)
    - 4) **Ordinance 257-2022-27** Rezoning A1/R1 to R1 for Correction (Hwy 141)
    - 5) **Ordinance 258-2022-28** Rezoning R3 to I1 (Harpers Ave)  
PUBLIC HEARING & SECOND READING
    - 6) **Ordinance 250-2022-20** Rezoning R2 to R3 (Stott Street & Morrison Street)
    - 7) **Ordinance 251-2022-21** Piedmont Gas Franchise Agreement Renewal
    - 8) **Ordinance 252-2022-22** Title 11 Municipal Offenses Amendments
    - 9) **Ordinance 253-2022-23** Personnel Policy Revision

C. **Budget Amendments**

2023-101-01R	Animal Shelter Reserves: Kennels	\$	9,500
2023-101-02FB	Inmate Medical Care		19,064
2023-101-03FB	UT-Ext Salaries and Benefits		435

D. **ARPA Spending Approval**

ARPA 128-05	Mental Health Task Force Funding		80,000
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E. **Notaries**

- *County Clerk will present names at Commission meeting.*  
*Notary applications are due by noon on the 4<sup>th</sup> Monday of each month.*

**12. Other Business**

- A. TDoT Right of Entry Authorization
- B. Acknowledgement of Elected Officials Bond through TNRMT/SEC

**13. Public Comment**

**14. Oath of Office: 2022-2026 Elected Officials**

**15. Adjourn**

# MINUTES

## **JULY 25, 2022 - HARTSVILLE / TROUSDALE COUNTY COMMISSION MEETING**

**BE IT REMEMBERED**, That the Hartsville/Trousdale County Commission met pursuant to adjournment with the Honorable Dwight Jewell, Commission Chairman, presiding and the following commissioners present to wit: Beverly Atwood, Mary Ann Baker, Ken Buckmaster, Shane Burton, Gary Claridy, Rick Davis, Bill Fergusson, Jerry Ford, Bubba Gregory, Landon Gulley, Richard Harsh, Richard Johnson, Rachel Jones, David Nollner, Lesley Overman, Amber Russell, Lonnie Taylor, and Steve Whittaker.

1. **Open Court** - Deputy Dustin Cato
2. **Invocation** - Bill Fergusson
3. **Pledge to the American Flag** - Lonnie Taylor
4. **Roll Call** - Rita Crowder, County Clerk / Electronic Check in - **19 PRESENT, 1 ABSENT**
5. **Approval of Minutes** - June 20<sup>th</sup> and June 27<sup>th</sup>  
Motion this court approve these minutes.  
Motion by Jerry Ford, Second by Lonnie Taylor **MOTION CARRIED**
6. **Announcements** -  
Date changes to August meetings due to mandatory training for newly elected commissioners: 8/22 Work Session and Budget and Finance; 8/29/22 - County Court.  
Condolences to Shane Burton and family on the passing of his mother. Condolences to Richard Johnson and family on the passing of his daughter-in-law, Debbie Johnson.
7. **Approval | Amendments to the Agenda**  
Add Ord. 253-2022-23 Personnel Policies Revision - 1<sup>st</sup> Reading  
Motion this court approve this Agenda as amended.  
Motion by Richard Harsh, Second by Rachel Jones **MOTION CARRIED**
8. **Citizens' Response to Agenda Items** - None presented.
9. **County Mayor Report** - Stephen Chambers (present via ZOOM due to illness)
  - Recently submitted our application for a Multi Modal Access Grant that would put sidewalks from Depot Street up to First American Bank and Mexican Grilled Cheese. Hopefully, we'll know something soon.
  - Mental Health Task Force met. They will be bringing forth a proposal to use some of the American Rescue Funds for Mental Health & Substance abuse issues in Trousdale County. They will be distributing pamphlets around town with more information.
  - We are also working with MTSU on a grant coming from the Federal Government for Mental Health & Substance Abuse.
  - Sheriff's Dept. has applied for a Mental Health Transportation Grant for at least \$25,000. Should we score higher, that could mean more money. This would help them be able to purchase a vehicle specifically to transport mental and substance abuse individuals when needed.
10. **Committee Reports**
  - A. **Steering** - July 5 - Met and reviewed the revisions for the Personnel Policy and Pay Scale and recommended sending forth to the Personnel Committee for final approval.
  - B. **Personnel** - July 14 - Met to finalize the Pay Structure and Inclement Weather Policy for the Revised Personnel Policy.
  - C. **Purchasing** - July 18 - Reviewed many items and found no anomalies.
  - D. **Budget & Finance** - July 18 - Financial summaries were not available for review. A 4th reading will need to be done to amend the appropriations ordinance to include the schools' Fund 143 Cafeteria Services. Sending forth a budget amendment to set aside \$30,000.00 of ARPA funds for the EMS Continuing Education Program.

E. **Parks & Recreation** - July 21 - Pool season will close July 30th. Reviewed the expenses and revenues report. They are looking at a loss of income of roughly \$10, 385.00. Will have the final figures at the next meeting. The pool will need several repairs before next season. Still no ETA on the ball park lights. An RFQ has been submitted for the Trey Park Playground Grant. Hope to have everything ready for the Professional Services Committee. The next meeting is scheduled for Aug. 16th @ 6:00 p.m.

F. **Emergency Services** - July 21 - No quorum.

## 11. Active Business

### A. Resolutions

- 1) **Resolution 2022-16-760** Lease Agreements  
Motion this court approve this Res.  
Motion by Bubba Gregory, Second by Beverly Atwood  
**ELECTRONIC VOTE - 19 YES, 0 NO, 1 ABSENT** **MOTION CARRIED**
- 2) **Resolution 2022-17-761** Non-Profit/Charitable Organization Appropriations  
Motion tis court approve this Res.  
Motion by Bill Fergusson, Second by Richard Harsh  
**ELECTRONIC VOTE - 19 YES, 0 NO, 1 ABSENT** **MOTION CARRIED**
- 3) **Resolution 2022-18-762** ECD Road Names  
Motion this court approve this Res.  
Motion by Jerry Ford, Second by Rachel Jones  
**ELECTRONIC VOTE - 18 YES, 1 NO, 1 ABSENT** **MOTION CARRIED**
- 4) **Resolution 2022-19-763** Surplus Property - Sheriff  
Motion this court approve this Res.  
Motion by Landon Gulley, Second by Lonnie Taylor  
**ELECTRONIC VOTE - 19 YES, 0 NO, 1 ABSENT** **MOTION CARRIED**
- 5) **Resolution 2022-20-764** EMS Educational Assistance  
Motion this court approve this Res.  
Motion by Amber Russell, Second by Rachel Jones  
**ELECTRONIC VOTE - 16 YES, 3 NO, 1 ABSENT** **MOTION CARRIED**

### B. Ordinances

- 1) **Ordinance 244-2022-14** FY23 General Services Appropriations - *Adding Fund 143*  
Motion this court approve this Ord. 244-2022-14 FY23  
Motion by Ken Buckmaster, Second by Jerry Ford  
**ELECTRONIC VOTE - 19 YES, 0 NO, 1 ABSENT** **MOTION CARRIED**

#### FIRST READING

- 2) **Ordinance 250-2022-20** Rezoning R2 to R3 (Stott Street & Morrison Street)  
Motion this court approve this Ord. 250-2022-20 - 1<sup>st</sup> Reading  
Motion by Beverly Atwood, Second by Landon Gulley  
**ELECTRONIC VOTE - 18 YES, 1 NO, 0 ABSENT** **MOTION CARRIED**
- 3) **Ordinance 251-2022-21** Piedmont Gas Franchise Agreement Renewal  
Motion this court approve this Ord. 251-2022-21 - 1<sup>st</sup> Reading  
Motion by Rachel Jones, Second by Mary Ann Baker  
**ELECTRONIC VOTE - 19 YES, 0 NO, 1 ABSENT** **MOTION CARRIED**

4) **Ordinance 252-2022-22** Title 11 Municipal Offenses Amendments  
Motion this court approve this Ord. 252-2022-22 - 1<sup>st</sup> Reading  
Motion by Rick Davis, Second by Mary Ann Baker  
**ELECTRONIC VOTE - 18 YES, 1 NO, 1 ABSENT** **MOTION CARRIED**

5) **Ordinance 253-2022-23** Ordinance to Replace the Existing Personnel Policies for Hartsville/Trousdale County Government  
Comm. Landon Gulley stated that he had only received this piece of information the previous week. He was unsure that everyone had access to this policy. He would like to postpone this Ord. 253-2022-23- 1st reading until the Aug. 29th meeting. Comm. Ken Buckmaster stated that after reviewing the policy, he had noticed several flaws and would like to see it postponed as well. Comm. Bill Fergusson stated that there would still be time to amend this policy before the second reading. If we continue to postpone it, the new commissioners that will be elected will have to deal with this when they haven't been involved or have knowledge of the policy.

Motion this court postpone this first reading until the August 29th meeting.

Motion by Landon Gulley, Second by Ken Buckmaster

**ELECTRONIC VOTE - 6 YES, 13 NO, 1 ABSENT**

**MOTION FAILED**

Motion this court approve this Ord. 253-2022-23 - 1<sup>st</sup> Reading

Motion by Mary Ann Baker, Second by Shane Burton

**ELECTRONIC VOTE - 14 YES, 5 NO, 1 ABSENT**

**MOTION CARRIED**

**PUBLIC HEARING & SECOND READING**

5) **Ordinance 243-2022-13** Zoning Amendment - Mining Activities

Motion this court close this Public Hearing.

Motion by Jerry Ford, Second by Shane Burton

**MOTION CARRIED**

Motion this court approve this Ord. 243-2022-13 - 2<sup>ND</sup> Reading

Motion by Bill Fergusson, Second by Richard Harsh

**ELECTRONIC VOTE - 17 YES, 2 NO, 1 ABSENT**

**MOTION CARRIED**

6) **Ordinance 248-2022-18** Rezoning C2 to R1 (Hwy 25W)

Motion this court close this Public Hearing.

Motion by Landon Gulley, Second by Beverly Atwood

**MOTION CARRIED**

Motion this court approve this Ord. 248-2022-18 - 2<sup>ND</sup> Reading

Motion by Landon Gulley, Second by Rachel Jones

**ELECTRONIC VOTE - 18 YES, 1 NO, 1 ABSENT**

**MOTION CARRIED**

7) **Ordinance 249-2022-19** Rezoning A1 to R1 (Thoroughbred)

Motion this court approve close this Public Hearing.

Motion by Landon Gulley, Second by Beverly Atwood

**MOTION CARRIED**

Motion this court approve this Ord. 249-2022-19 - 2<sup>ND</sup> Reading

Motion by Landon Gulley, Second by Bubba Gregory

**ELECTRONIC VOTE - 19 YES, 0 NO, 1 ABSENT**

**MOTION CARRIED**

**C. ARPA Spending Approval**

1) **Vol State EMS Training Tuition**

\$ 30,000

Motion this court approve the spending of these ARPA Funds.

Motion by Bill Fergusson, Second by Mary Ann Baker

**ELECTRONIC VOTE - 18 YES, 1 NO, 1 ABSENT**

**MOTION CARRIED**

2) **131-01 STATE AID**

32,603

Motion this court approve the spending of these ARPA Funds.

Motion by Rachel Jones, Second by Landon Gulley

**ELECTRONIC VOTE - 19 YES, 0 NO, 1 ABSENT**

**MOTION CARRIED**

D. **Notaries** - None presented.

12. **Other Business** - None presented.

13. **Public Comment** - Mr. Chris Gregory made the statement that he fully supports Comm. Ken Buckmaster's suggestion to offer the EMS Training for the Volunteer Firefighters also.

14. **Adjourn**

Motion this court adjourn.

Motion by Rachel Jones, Second by Lonnie Taylor

**MOTION CARRIED**

# **RESOLUTIONS**

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT  
**RESOLUTION #2022-21-765**

**A RESOLUTION AUTHORIZING HARTSVILLE/TROUSDALE COUNTY MAYOR TO  
SIGN AND APPROVE PENDING CONTRACTS**

**WHEREAS**, Hartsville/Trousdale County Charter Article 3 Section 3.01 states "The Hartsville/Trousdale County Mayor shall sign and approve all contracts or obligations"; and

**WHEREAS**, Hartsville/Trousdale County has several pending projects and grant funding coming to the County; and

**WHEREAS**, many of these contracts are coming in and needed to be signed to meet a deadline.

**NOW THEREFORE BE IT RESOLVED** that the Hartsville/Trousdale County Commission, meeting in regular session, authorizes the Mayor of Hartsville/Trousdale County to negotiate and sign contracts for the County after the contracts are reviewed by the County Attorney for the following projects:

1. TDEC Local Parks & Recreation Grant Funding of \$600,000.
2. Kimley Horn Design Services for Trey Park.
3. Spirit Architecture Engineering Services for the Criminal Justice Center.

*Motion to approve:* \_\_\_\_\_

***Electronic Vote***

*Second motion:* \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstain \_\_\_\_\_ Absent \_\_\_\_\_

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
***Dwight Jewell***  
*Commission Chair*

\_\_\_\_\_  
***Rita Crowder***  
*County Clerk*



## GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> 9/15/2022	<b>End Date</b> 9/14/2025	<b>Agency Tracking #</b> 32701-04591	<b>Edison ID</b> TBD		
<b>Grantee Legal Entity Name</b> Trousdale County			<b>Edison Vendor ID</b> 0000002537		
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		<b>Assistance Listing Number</b>			
		<b>Grantee's fiscal year end</b>			
<b>Service Caption</b> (one line only) Local Parks and Recreation Fund (LPRF) grant for the 2020 LPRF Trousdale County - Hartsville City Park Playground (GMS 2020-6737)					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2023	\$600,000				\$600,000
2024					
2025					
<b>TOTAL:</b>	<b>\$600,000</b>				<b>\$600,000</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		Grant applications are competitively scored based on criteria in an Open Project Selection Process (OPSP) found in the Local Parks and Recreation Fund Application Manual. Applications receiving the highest scores are awarded grants. The grant amount awarded is based on the amount requested by the grantee, with consideration of eligibility.			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <i>Scott Summer 1st</i>			CPO USE - GG		
<b>Speed Chart</b> (optional) EN00016412 (32703)		<b>Account Code</b> (optional) 71301000 - Counties			

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Trousdale County, Tennessee hereinafter referred to as the "Grantee," is for the provision of the 2020 Trousdale County - Hartsville City Park Playground, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000002537

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall implement the following activities as described in Attachment A: (1)  land acquisition for local, state, or federal parks, natural areas, greenways; (2)  land acquisition for recreational trail facilities; (3)  trail development and maintenance; (4)  capital projects in parks, natural areas, and greenways, and, (5)  trail training, trail patrols and trail safety education.

The project is to make ADA improvements to an existing playground built in 1998. Non-inclusive play equipment will be replaced with two types of inclusive play equipment. ADA parking spaces will be widened and ramps improved to meet current ADA van accessible parking space requirements. Existing non-compliant sidewalk will be replaced with ADA compliant sidewalk, and the sidewalk will be extended to an existing pavilion which is not currently accessible.

- A.3. The Grantee agrees to comply with the provisions of the Local Parks and Recreation Fund Manual.
- A.4. The Grantee has been provided a copy of the Local Parks and Recreation Fund Manual.
- A.5. Work completed under this grant is subject to inspection by the Parks and Recreation Technical Advisory Service (PARTAS).

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on September 15, 2022 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Thousand Dollars (\$600,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Environment and Conservation  
 Recreation Resources Division  
 William R. Snodgrass Tennessee Tower  
 312 Rosa L. Parks Avenue, 2nd Floor  
 Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Environment and Conservation, Recreation Resources Division.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget

and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be

construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair

compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Anne Marshall, Director  
Recreation Resources Division  
Department of Environment and Conservation

William R. Snodgrass Tennessee Tower  
 312 Rosa L. Parks Avenue, 2<sup>nd</sup> Floor  
 Nashville, Tennessee 37243  
 Email Address: [Anne.Marshall@tn.gov](mailto:Anne.Marshall@tn.gov)  
 Telephone # (615) 330-6021

The Grantee:

Honorable Stephen Chambers, Trousdale County Mayor  
 328 Broadway, Room 6  
 Hartsville, TN 37074  
 Telephone #: (615) 374-2461  
 Fax#: (615) 374-3948

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably

necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment B.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

## **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

**IN WITNESS WHEREOF,**

**TROUSDALE COUNTY, TENNESSEE:**

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**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF ENVIRONMENT AND CONSERVATION:**

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**DAVID W. SALYERS, P.E., COMMISSIONER**

**DATE**

## ATTACHMENT A

Page 1

GRANT BUDGET				
TROUSDALE COUNTY – LOCAL PARKS AND RECREATION FUND				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 9/15/2022 END: 9/14/2025				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$5,000.00	\$5,000.00	\$10,000.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$60,000.00	\$60,000.00	\$120,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	\$535,000	\$535,000	\$1,070,000
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above):	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>\$600,000</b>	<b>\$600,000</b>	<b>\$1,200,000</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

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

**TROUSDALE COUNTY  
ATTACHMENT A  
Page 2**

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>SALARIES, BENEFITS AND TAXES</b>	<b>AMOUNT</b>
Grantee Staff Workforce (Grant Administration/Implementation, etc.)	\$10,000
<b>TOTAL</b>	<b>\$10,000</b>

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Engineering Fees	\$120,000
<b>TOTAL</b>	<b>\$120,000</b>

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
Parking Improvements   Curb, Sidewalk, and Pathway Improvements   Playground Improvements (Grading, Equipment, etc.)	\$1,070,000
<b>TOTAL</b>	<b>\$1,070,000</b>

**ATTACHMENT B****Parent Child Information**

***The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 0000002537

Is TROUSDALE COUNTY a parent?      Yes       No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is TROUSDALE COUNTY a child?    Yes       No

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_



August 17, 2022

Mayor Stephen Chambers  
Hartsville/Trousdale County  
328 Broadway  
Hartsville, Tennessee 37074

Re: Professional Services Agreement  
2020 Local Parks and Recreation Fund (LPRF) Grant Implementation  
Trey Park Playground

Dear Mayor Chambers:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to Hartsville/Trousdale County, Tennessee (“Client”) for professional consulting services for the implementation of the Tennessee Department of Environment and Conservation (TDEC) Local Parks and Recreation Fund (LPRF) grant. A detailed description of our Scope of Services, Fee, and Schedule are as follows:

### **Project Understanding**

Hartsville/Trousdale County has received a \$1.2 million TDEC LPRF grant to make improvements to Trey Park Playground. With this grant, the Client will add inclusive play structures at the existing Trey Park playground area, artificial turf surfacing, as well as make ADA improvements to improve accessibility in the parking and access to the playground.

### **Scope of Services**

Kimley-Horn will provide the services specifically set forth below.

#### **Task 1 – Project Coordination and Grant Administration**

This task will consist of general project management, administrative, and accounting activities for the project. Coordination activities will consist of preparing and distributing project correspondence, scheduling of meetings, and discussion of project elements with the Client throughout the process.

##### *Task 1.1 – Meetings*

Kimley-Horn will facilitate one (1) kickoff meeting in person with the new Mayor and staff to discuss the project scope and schedule following the Client having a signed contract with TDEC.

Kimley-Horn will attend up to four (4) additional in-person meetings during the design process and grant contract to discuss updates, design progress, and other pertinent items.

## *Task 1.2 – Grant Budget*

Kimley-Horn will coordinate with the Client to review the grant budget and complete the form to formally accept and upload to the Grant Management System (GMS).

## *Task 1.3 – Grant Progress Updates*

Kimley-Horn will provide quarterly updates as to key progress made to TDEC via notes in the GMS.

## *Task 1.4 – Planning Commission Review*

Per the grant requirements, Kimley-Horn will present the entire project scope at one (1) Planning Commission meeting for approval. Kimley-Horn will upload the Planning Commission meeting minutes noting the presentation of the project scope and approval the grant project to the GMS.

## *Task 1.5 – Land Activity Requirements*

Kimley-Horn will complete the Land Activity tab requirements in the GMS. In order to complete this, Kimley-Horn will create a protected boundary map. Kimley-Horn will also prepare the notice of limitation of use for the Client to record and file against the deed. Kimley-Horn will complete the land protection packet and submit to the GMS.

## *Task 1.6 – Signage*

Kimley-Horn will complete the Grant Acknowledgement Sign Order Form for the Client to submit with payment for ordering signage required by the grant. The Client will take photos of the signs installed in the approved locations by TDEC and upload those to the GMS.

## *Task 1.7 – Procurement Documentation*

Kimley-Horn will upload a copy of the Client's procurement procedures code along with the first bid or quote associated with the scope of the project into the GMS. Kimley-Horn will also upload a minimum of three (3) quotes, recommendation letter of selected quotation from the Mayor, and debarment status verification from supplier if product exceeds \$25,000. Kimley-Horn will also complete and upload a copy of the advertisement and a summary of the bids.

## *Task 1.8 Subcontract Activity Documentation*

Kimley-Horn will upload labor-related services sub-contracts such as this contract and that with the general contractor overseeing construction to the GMS. Kimley-Horn will also complete and upload the Certification of Contractor form to the GMS.

## *Task 1.9 – Grant Project Inspections*

Kimley-Horn will attend up to three (3) TDEC site visits during the duration of the project. One (1) of these will be once construction is completed and TDEC checks ADA compliance and general conformance with the project scope and construction drawings. Kimley-Horn will submit an inspection activity in the GMS to notify TDEC that the project is complete and ready for final inspection.

## *Task 1.10 – Accrued Liabilities and End of Fiscal Year Activities*

Kimley-Horn will submit an Accrued Liabilities activity into GMS to document the best estimate for outstanding grant project funds prior to the last Friday of May each year the grant is open. Kimley-Horn

will complete an End of Fiscal Year reimbursement request into GMS prior to the second Tuesday of July each year the grant is open.

#### *Task 1.11 – Reimbursement Requests*

Kimley-Horn will apply for up to twelve (12) grant reimbursement request forms with supporting documentation through the GMS.

#### *Task 1.12 – Request for Final Grant Reimbursement*

Once the final inspection report is completed by TDEC staff, Kimley-Horn will prepare the final reimbursement request and upload to the GMS.

### **Task 2 – Existing Conditions Survey**

Kimley-Horn through its subcontractors will survey the area outlined in Exhibit A in order to produce an existing conditions survey for the site. This survey will consist of all visible physical assets including the playground equipment, topographic contours at one (1) foot intervals, and parking lot striping. The utilities assets will consist of overhead wires, poles and guy anchors, storm drains, and manholes. Lastly, property corners will be recovered in order to produce a legal description for the notice of limitation use.

### **Task 3 – Construction Plans**

#### *Task 3.1 – Playground Coordination*

Kimley-Horn will coordinate with the County to select the playground vendor. Kimley-Horn will work with the playground vendor to select ASTM and IPEMA certified playground components. The playground vendor will provide the playground layout and surfacing details in AutoCAD and pdf format.

#### *Task 3.2 – Preliminary Plans*

Kimley-Horn will prepare a set of preliminary construction plans for the site design. It is anticipated this set of plans will consist of the following sheets:

- Cover Sheet – This sheet will contain relevant project/contact information.
- General Notes – This sheet will contain notes related to contractor responsibilities, and coordination requirements during construction.
- Existing Conditions / Demolition Plan – This sheet will contain limited existing conditions and demolition areas based on the topographic survey provided by the Subconsultant.
- Erosion and Sediment Control Plans (3-Phase) – These sheets will show temporary erosion control measures, consisting of tree protection fence, construction fence, silt fence, diversions, and contractor access points as necessary.
- Site Plan and Details – These sheets will contain a site plan showing the locations of the proposed renovations as well as necessary details.
- Grading and Drainage Plan – This sheet will consist of proposed contours, key spot grades, stormwater improvements, and limits of disturbance. The project falls within the 100 year floodplain, so we will have to complete a balanced/cut fill design.
- Landscape Plan – This sheet will consist of planting design, plant material schedule, and

planting details.

- Playground Plan – The Client’s selected playground vendor will provide this plan and plan component details to be compliant with ASTM and IPEMA as well as TDEC requirements. Kimley-Horn will add these sheets to our plan set.

### *Task 3.3 – Final Plans*

After receiving one comprehensive list of revisions from the Client, Kimley-Horn will prepare the final construction plan sheets listed in Task 3.2 above.

Kimley-Horn will provide technical specifications as necessary for site work, site preparation, site demo, concrete, asphalt, and landscape materials.

### **Task 4 – Permitting**

Kimley-Horn will submit the project plans to the Client and Tennessee Department of Environment and Conservation (TDEC). Kimley-Horn will submit applications for the following permits on the Client’s behalf. This task will consist of coordination and comment responses for up to two (2) rounds of review comments in this contract.

- Hartsville/Trousdale County
- NPDES Permit

Kimley-Horn will prepare a site-specific Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) for coverage under the State of Tennessee’s NPDES Construction General Permit. The SWPPP will include a three-phase erosion prevention and sediment control plan and other applicable erosion prevention and sediment control Best Management Practices (BMPs) for the site according to the Tennessee Erosion and Sediment Control Handbook. The Client will be responsible for paying all necessary permit and application fees. Kimley-Horn will submit the NOI to the local TDEC environmental field office for review and coverage under the NPDES Construction General Permit. Kimley-Horn will address one round of comments from TDEC and resubmit plans for approval. No other TDEC or ACOE permitting is anticipated for this project and thus is not including in the base scope of services.

Kimley-Horn and Associates, Inc. has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to the status of permits and the probability and timeframe for approvals are made solely on the basis of professional experience and available data. Kimley-Horn does not guarantee that the outcome of the permits will not vary from its opinions or that all issues that may impact the permitting process have been investigated.

### **Task 5 – Bid Book and Requests for Information (RFI)**

Kimley-Horn will prepare a bid book that will consist of request for proposals, contract documents, bid forms, and required special provisions per Client requirements. The Client will be responsible for advertising the bid. Kimley-Horn will respond to a consolidated list of questions that arise during the bidding process and issue a statement of clarification or bid addendum as appropriate.

Kimley-Horn will conduct one (1) pre-construction meeting at a time and location determined by the Client. Kimley-Horn will prepare and distribute meeting minutes.

**Task 6 – Limited Construction Administration**

Kimley-Horn will provide construction observation services during the construction of the project. Staff will make visits at intervals as appropriate in order to observe the progress of the project. Site visits to observe construction of site improvements are listed as below:

- Up to four (4) site visits to observe general construction progress or to respond to Contractor needs.
- One (1) punchlist review upon Contractor substantial completion.

Additional site visits beyond those listed above will be made up the Client's request but will be billed as an Additional Service and are not part of the base scope of services.

Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work by writing a brief description of the site visit and forwarding it, along with photographs, if applicable, to the Client.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Consultant shall not have the authority to stop the Contractor's work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

**Information Provided By Client**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Completed registration with the Department of Revenue for the collection of Tennessee sales and use tax prior to grant funding reimbursement requests begin.

### Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered Additional Services and will be performed at our then current hourly rates. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Environmental Clearance items noted by TDEC
- Amendments or budget revisions to the TDEC contract
- Water quality or stormwater quantity calculations and design
- Structural engineering
- Electrical engineering
- Mechanical engineering
- Third party HIC testing as required by grant
- Additional meetings beyond those outlined in the above scope
- Others as requested by the Client

### Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule that meets the TDEC grant schedule requirements.

### Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-6 for the total lump sum fee of \$98,500. All permitting, application, and similar project fees will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

### Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Hartsville/Trousdale County.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_\_ Please copy \_\_\_\_\_

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Alisha Eley, PLA, LEED AP  
Project Manager



Christopher D. Rhodes, P.E.  
Vice President

Attachment – Standard Provisions  
Attachment – Exhibit A, Survey Limits

**Hartsville/Trousdale County  
A Metropolitan Government**

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ (Print or Type Name)

**KIMLEY-HORN AND ASSOCIATES, INC.**  
**STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits,

the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

**(16) No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

**(17) Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

**(18) Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Exhibit A – Survey Limits



# AIA<sup>®</sup> Document B101™ – 2017

## ***Standard Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the fifth day of August in the year two thousand twenty-two  
(August 5, 2022)  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Trousdale County Government  
Office of the County Mayor  
328 Broadway, Room 9  
Hartsville, Tennessee 37074

and the Architect:  
*(Name, legal status, address and other information)*

SpiritArchitecture Group, LLC  
108 E. Mulberry Street  
Collierville, Tennessee 38017

for the following Project:  
*(Name, location and detailed description)*

New approximately 150 bed Jail with Sheriff's Office and possible Courts Complex  
with 911

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**TABLE OF ARTICLES**

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

To be determined

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

To be determined

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

To be determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined

**.2 Construction commencement date:**

To be determined

**.3 Substantial Completion date or dates:**

To be determined

**.4 Other milestone dates:**

To be determined

**§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:**

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

To be determined

**§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:**

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

To be determined

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:**

*(List name, address, and other contact information.)*

Trousdale County Mayor  
Trousdale County Government  
Office of the County Mayor  
328 Broadway, Room 9  
Hartsville, Tennessee 37074

**§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:**

*(List name, address, and other contact information.)*

Not Applicable

**§ 1.1.9 The Owner shall retain the following consultants and contractors:**

*(List name, legal status, address, and other contact information.)*

**.1 Geotechnical Engineer:**

To be determined

**.2 Civil Engineer:**

To be determined

- .3** Other, if any:  
*(List any other consultants and contractors retained by the Owner.)*

Kitchen Equipment Engineering Consultant  
Security Electronics Engineering Consultant

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

James Suzuki Langford, Architect, CEO/President  
SpiritArchitecture Group, LLC  
108 E. Mulberry Street  
Collierville, Tennessee 38017

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

- .1** Structural Engineer:

A2H, Inc.  
3009 Davies Plantation Road  
Lakeland, Tennessee 38002

- .2** Mechanical Engineer:

A2H, Inc.  
3009 Davies Plantation Road  
Lakeland, Tennessee 38002

- .3** Electrical Engineer:

A2H, Inc.  
3009 Davies Plantation Road  
Lakeland, Tennessee 38002

**§ 1.1.11.2** Consultants retained under Supplemental Services:

Civil Engineering  
Kitchen Equipment Engineering Consultant  
Security Electronics Engineering Consultant

**§ 1.1.12** Other Initial Information on which the Agreement is based:

Not Applicable

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00 ) for each occurrence and one million dollars (\$ 1,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than five hundred thousand dollars (\$ 500,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00 ) each accident, one million dollars (\$ 1,000,000.00 ) each employee, and one million dollars (\$ 1,000,000.00 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five hundred thousand dollars (\$ 500,000.00 ) per claim and one million dollars (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 Schematic Design Phase Services**

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

**§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Included
§ 4.1.1.2 Multiple preliminary designs	Included (Conceptual)
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	4.2.4 Hourly Not To Exceed \$20,000
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	As Reimbursable
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Geotech, Surveyor, Civil, Kitchen, Security Electronics
§ 4.1.1.21 Telecommunications/data design	Not Provided

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.22 Security evaluation and planning	As reimbursable (Security Electronics Consultant)
§ 4.1.1.23 Commissioning	< \$20,000 via Mechanical
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided
§ 4.1.1.31 Kitchen Equipment Engineering Consultant	Reimbursable

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Kitchen Design & Specifications  
 Civil Engineering Site Design & Specifications  
 Security Electronics Design & Specifications

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

To be determined

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b)

- contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
  - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
  - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
  - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
  - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
  - .9 Evaluation of the qualifications of entities providing bids or proposals;
  - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
  - .11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 One per month ( 1/month ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspection for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within thirty-six ( 36 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.10** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.12** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

**§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by non-binding mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

**.1 Termination Fee:**

Cost to date

**.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:**

County will have use of documents for own project

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

Init.

enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(Insert amount)

.2 Percentage Basis  
(Insert percentage value)

Seven (7.0 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. identified as agreed to budget per 6.3 including appropriate contingencies

.3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See 4.1.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Per Hourly Rate Sheet, unless otherwise agreed

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

See 4.1.1

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Programming Design Phase	Five	percent (	5	%)
Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty-five	percent (	35	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent ( 15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ten thousand dollars (\$ 10,000.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this agreement.)*

- .3 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

[ ] Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

- 4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

SpiritArchitecture Group, LLC Hourly Rate Sheet

This Agreement entered into as of the day and year first written above.

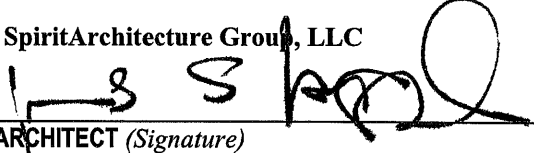
Trousdale County Government

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
County Mayor  
(Printed name and title)

\_\_\_\_\_  
(Date)

SpiritArchitecture Group, LLC

  
\_\_\_\_\_  
ARCHITECT (Signature)

James Suzuki Langford  
Architect, CEO/President  
\_\_\_\_\_  
(Printed name, title, and license number, if required)

8/8/22  
\_\_\_\_\_  
(Date)

***SpiritArchitecture Group, L.L.C.***  
**Standard Hourly Rates**  
**January 2022**

<b><u>Employee Classification</u></b>	<b><u>Hourly Billing Rate **</u></b>
<b>President – CEO</b>	<b>\$275.00</b>
<b>Vice President</b>	<b>\$225.00</b>
<b>Senior Project Manager</b>	<b>\$180.00</b>
<b>Project Manager/Architect</b>	<b>\$150.00</b>
<b>Project Coordinator/Architect</b>	<b>\$130.00</b>
<b>Architectural Designer</b>	<b>\$105.00</b>
<b>Graphic Designer/Technician</b>	<b>\$100.00</b>
<b>Travel Time</b>	<b>\$ 90.00</b>
<b>Administration/Clerical</b>	<b>\$ 95.00</b>

\*\* or as agreed to in writing by owner

# **ORDINANCES**

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT  
**ORDINANCE #254-2022-24**

**AN ORDINANCE TO AMEND ARTICLE V, SECTION 5.020 OF THE  
ZONING RESOLUTION OF HARTSVILLE, TENNESSEE AND THE  
ZONING ORDINANCE OF TROUSDALE COUNTY, TENNESSEE,  
BY REZONING TAX MAP 038 PARCELS 024.03, 024.04  
FROM A1 TO R1**

**WHEREAS**, the land use controls of Hartsville/Trousdale County, Tennessee have been adopted for the purpose of promoting the public health, safety, morals, convenience, order, prosperity, and general welfare of the community; and

**WHEREAS**, the location and boundaries of the zoning districts established by this resolution and ordinance, are bounded, and defined as shown on the official zoning map, entitled Zoning Map of Trousdale County, Tennessee, and any amendment thereto; and

**WHEREAS**, the Hartsville/Trousdale County Regional Planning Commission has duly reviewed and recommended these requests to the County Commission; and

**WHEREAS**, the County Commission has reviewed such recommendation and has conducted a public hearing prior to the second reading.

**NOW, THEREFORE, BE IT ORDAINED BY THE HARTSVILLE/TROUSDALE COUNTY COMMISSION:**

That the Zoning Map of Hartsville/Trousdale County, Tennessee be amended by the rezoning of two parcels from A-1 Agricultural to R-1 Residential identified as follows:

Trousdale County Tax Map 038 Parcels 024.03 and 024.04;

This being a total of 10 acres located at 1655 Belcher Lane, Hartsville, TN; and

**BE IT ENACTED** that this ordinance shall take effect from and after its adoption, the public welfare requiring it.

*This Rezoning request is recommended by Planning Commission August 8, 2022*

*Public Hearing to be held on September 26, 2022*

	1M _____	<b>Electronic Voting</b>					
First Reading:	<b>August 29, 2022</b>	2m _____	Yes _____	No _____	Abstain _____	Absent _____	_____
	1M _____	<b>Electronic Voting</b>					
Second Reading:	<b>September 26, 2022</b>	2m _____	Yes _____	No _____	Abstain _____	Absent _____	_____

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**Approved:**

**Attest:**

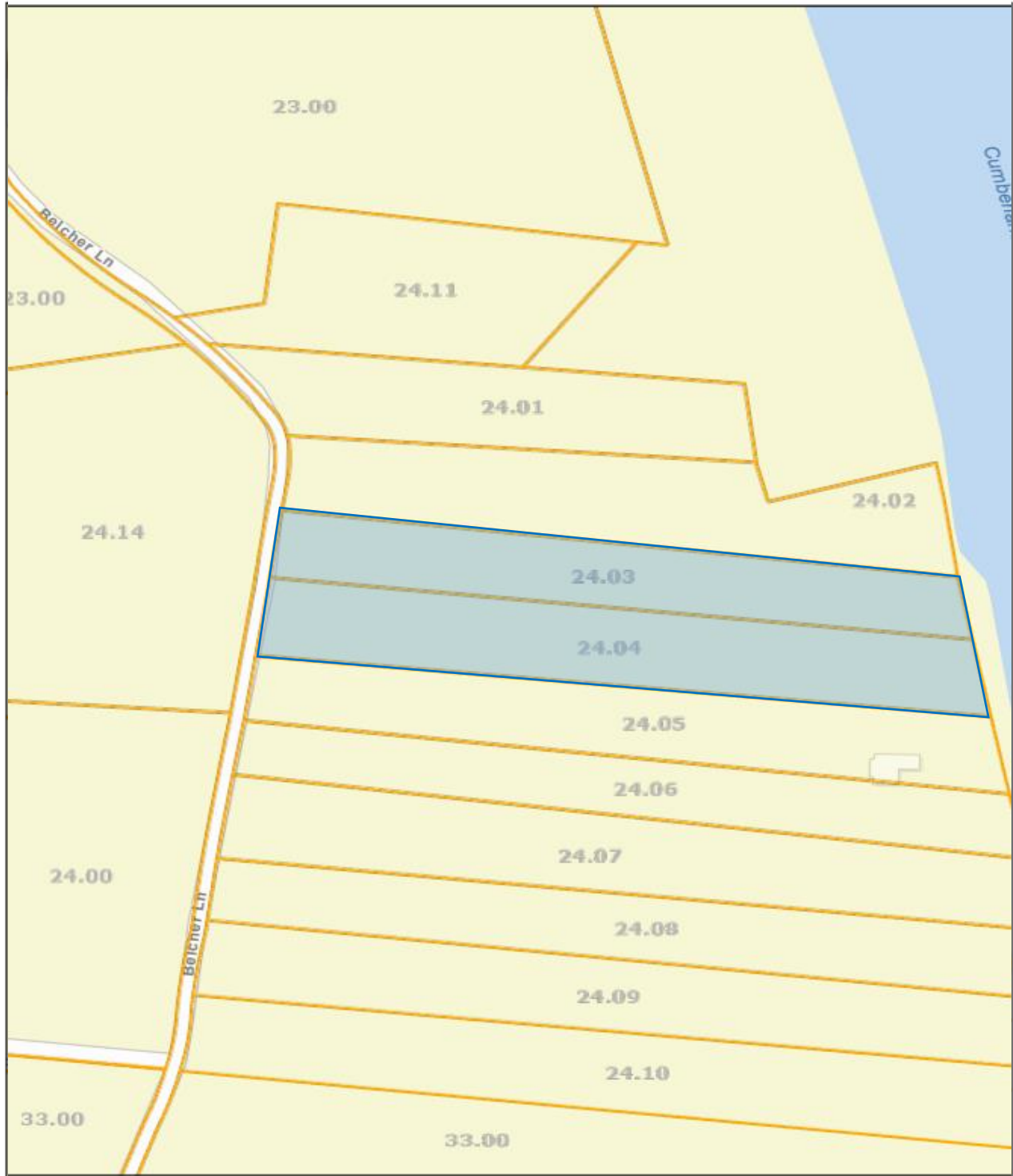
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*Dwight Jewell, Commission Chairman*

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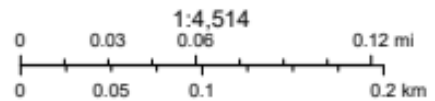
*Rita Crowder, County Clerk*

### Trousdale County - Parcel: 038 024.03



Date: August 16, 2022

County: Trousdale  
Owner: LIND STEVE  
Address: BELCHER LN  
Parcel Number: 038 024.03  
Deeded Acreage: 5.03  
Calculated Acreage: 0  
Date of TDOT Imagery: 2017  
Date of Vexcel Imagery: 2021



Esri Community Maps Contributors, Tennessee STS GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, State of Tennessee, Comptroller of the Treasury, Office of Local Government (OLG)

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

This is for me  
to give my mother  
1 acre for her house  
which will allow me to  
keep the rest of property

HARTSVILLE/TROUSDALE COUNTY  
Sam Edwards | Zoning & Building Inspector  
328 Broadway, Room 1 | Hartsville, TN 37074  
office (615) 374-1125 | fax (615) 374-0558

MP# 3599  
6-24-22  
P

**ZONING CHANGE**

**PARCEL INFORMATION**

Current Zoning A1 Requested Zoning R1 Reason Lot Separation  
Property Owner Steve Lind Phone \_\_\_\_\_  
Property Address 1655 Belcher Lane TN 37074  
Lot Size 5 acres, 5 acres Road Frontage 157, 157 ft. Easements \_\_\_\_\_ ft  
Tax Map Number 038 Group \_\_\_\_\_ Parcel 024.03/024.04 Record/Deed Book \_\_\_\_\_  
Subdivision Name N/A Phase \_\_\_\_\_ Lot # \_\_\_\_\_  
Water Source public Sewer or Septic septic

**APPLICANT INFORMATION**

Applicant Name Steve Lind Phone \_\_\_\_\_  
Mailing Address 1655 Belcher Lane TN 37074  
Email: \_\_\_\_\_

**IMPACT INFORMATION**

Zoning of Surrounding Properties A1  
Names of Surrounding Property Owners Mrs. Jolin McKoin, Sandra Ohlfest, Pam Belcher  
Affected Roads Belcher Lane  
Schools Affected N/A  
Public Utilities N/A

**ACTION TAKEN**

Reviewed by Planning Commission \_\_\_\_\_ Action \_\_\_\_\_  
Reviewed by BZA \_\_\_\_\_ Action \_\_\_\_\_  
Zoning Ordinance at County Commission  
1<sup>st</sup> Reading \_\_\_\_\_ Action \_\_\_\_\_  
Public Hearing \_\_\_\_\_ Action \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_ Action \_\_\_\_\_  
Passed \_\_\_\_\_ Failed, state reason \_\_\_\_\_

Steve Lind  
Applicant Signature

6-24-22  
Date Submitted

\$100 Application fee

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT  
**ORDINANCE #255-2022-25**

**AN ORDINANCE TO AMEND ARTICLE V, SECTION 5.020 OF THE  
ZONING RESOLUTION OF HARTSVILLE, TENNESSEE AND THE  
ZONING ORDINANCE OF TROUSDALE COUNTY, TENNESSEE,  
BY REZONING TAX MAP 019N GROUP E PARCEL 30.02  
FROM R1 TO R3**

**WHEREAS**, the land use controls of Hartsville/Trousdale County, Tennessee have been adopted for the purpose of promoting the public health, safety, morals, convenience, order, prosperity, and general welfare of the community; and

**WHEREAS**, the location and boundaries of the zoning districts established by this resolution and ordinance, are bounded, and defined as shown on the official zoning map, entitled Zoning Map of Trousdale County, Tennessee, and any amendment thereto; and

**WHEREAS**, the Hartsville/Trousdale County Regional Planning Commission has duly reviewed and recommended these requests to the County Commission; and

**WHEREAS**, the County Commission has reviewed such recommendation and has conducted a public hearing prior to the second reading.

**NOW, THEREFORE, BE IT ORDAINED BY THE HARTSVILLE/TROUSDALE COUNTY COMMISSION:**

That the Zoning Map of Hartsville/Trousdale County, Tennessee be amended by the rezoning of two parcels from R-1 Residential to R-3 Residential identified as follows:

Trousdale County Tax Map 019N Group E Parcel 30.02;

This being a total of 6.195 acres located on Western Avenue, Hartsville, TN; and

**BE IT ENACTED** that this ordinance shall take effect from and after its adoption, the public welfare requiring it.

*This Rezoning request is **not** recommended by Planning Commission August 8, 2022*

*Public Hearing to be held on September 26, 2022*

First Reading: August 29, 2022 1M \_\_\_\_\_ 2m \_\_\_\_\_ **Electronic Voting**  
Yes \_\_\_ No \_\_\_ Abstain \_\_\_ Absent \_\_\_\_\_

Second Reading: September 26, 2022 1M \_\_\_\_\_ 2m \_\_\_\_\_ **Electronic Voting**  
Yes \_\_\_ No \_\_\_ Abstain \_\_\_ Absent \_\_\_\_\_

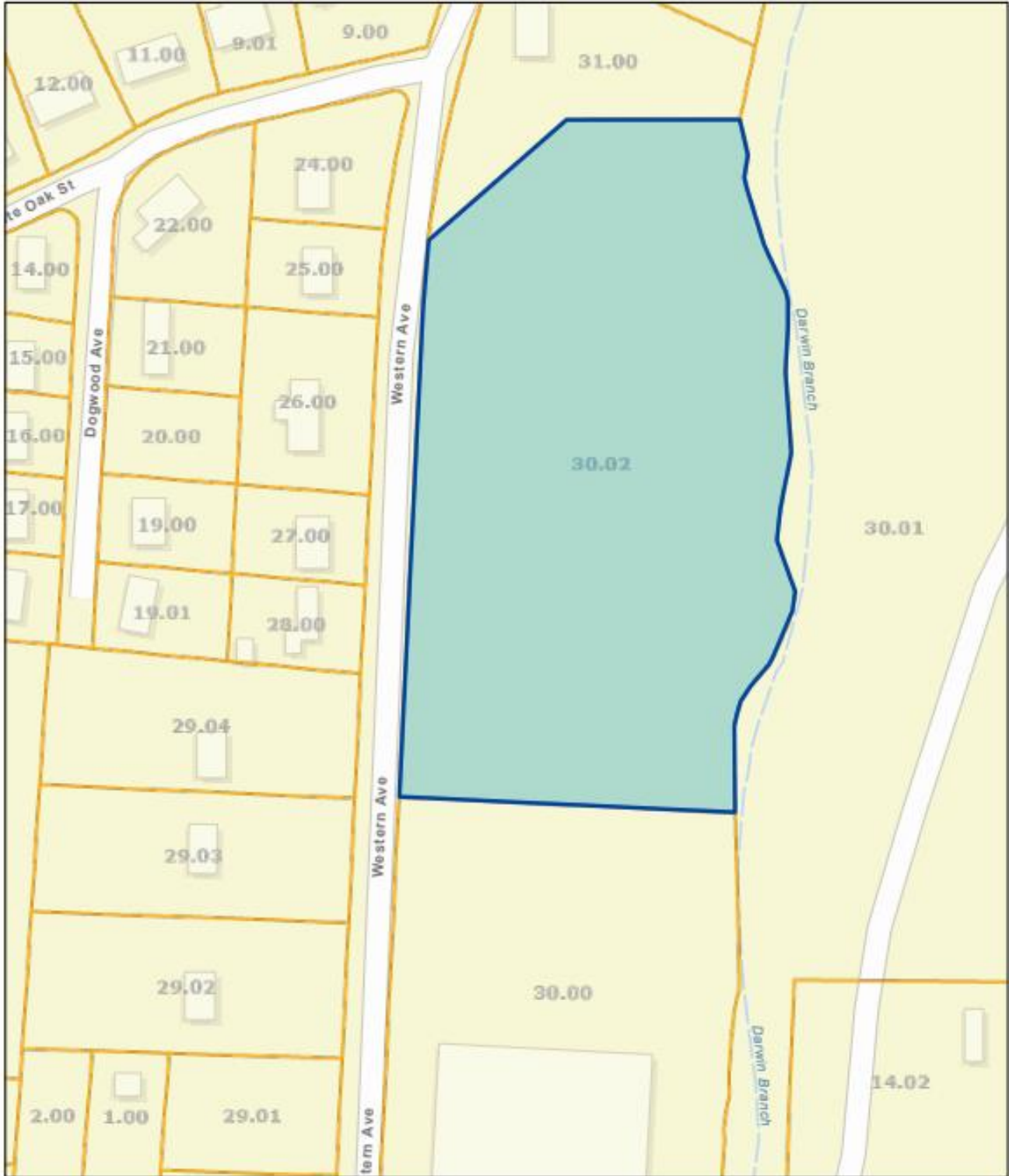
**Approved:**

**Attest:**

\_\_\_\_\_  
*Dwight Jewell, Commission Chairman*

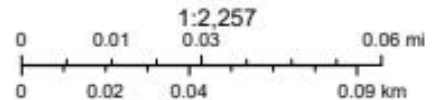
\_\_\_\_\_  
*Rita Crowder, County Clerk*

### Trousdale County - Parcel: 019N E 030.02



Date: August 16, 2022

County: Trousdale  
Owner: MARCELLINO DUSTIN  
Address: WESTERN AVE  
Parcel Number: 019N E 030.02  
Deeded Acreage: 6.195  
Calculated Acreage: 0  
Date of TDOT Imagery: 2017  
Date of Vexcel Imagery: 2021



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The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

Real  
100  
AK

HARTSVILLE/TROUSDALE COUNTY  
Sam Edwards | Zoning & Building Inspector  
328 Broadway, Room 1 | Hartsville, TN 37074  
office (615) 374-1125 | fax (615) 374-0558

MR# 137  
7-14-22  
P2

Cash

**ZONING CHANGE**

**PARCEL INFORMATION**

Current Zoning I-1 Requested Zoning R-3 Reason Development  
Property Owner Dustin Marcellino Phone                      #             
Property Address Western Ave Hartsville TN 37074  
Lot Size 6.195 acres Road Frontage                      ft. Easements            ft  
Tax Map Number 019N Group E Parcel 30.02 Record/Deed Book             
Subdivision Name                      Phase                      Lot #             
Water Source city Sewer or Septic sewer

**APPLICANT INFORMATION**

Applicant Name Dustin Marcellino Phone                       
Mailing Address                      TN 37087  
E-mail                     

**IMPACT INFORMATION**

Zoning of Surrounding Properties I-1, R-1, C-2  
Names of Surrounding Property Owners ERIKA BURGETT, HARRY & PATRICIA MORGAN  
THREE ON THE TREE LLC, ASHLEY BEASLEY, KENNY & DIANNE MARTIN  
Affected Roads WESTERN AVE  
Schools Affected                       
Public Utilities Hartsville WATER, TRI-COUNTY ELECTRIC

**ACTION TAKEN**

Reviewed by Planning Commission                      Action                       
Reviewed by BZA                      Action                       
Zoning Ordinance at County Commission  
1<sup>st</sup> Reading                      Action                       
Public Hearing                      Action                       
2<sup>nd</sup> Reading                      Action                       
Passed                      Failed, state reason                     

*Dustin Marcellino*

7-14-22

Applicant Signature

Date Submitted

\$100 Application fee

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT  
**ORDINANCE #256-2022-26**

**AN ORDINANCE TO AMEND ARTICLE V, SECTION 5.020 OF THE  
ZONING RESOLUTION OF HARTSVILLE, TENNESSEE AND THE  
ZONING ORDINANCE OF TROUSDALE COUNTY, TENNESSEE,  
BY REZONING TAX MAP 014 PARCEL 024.00  
FROM A1 TO R1**

**WHEREAS**, the land use controls of Hartsville/Trousdale County, Tennessee have been adopted for the purpose of promoting the public health, safety, morals, convenience, order, prosperity, and general welfare of the community; and

**WHEREAS**, the location and boundaries of the zoning districts established by this resolution and ordinance, are bounded, and defined as shown on the official zoning map, entitled Zoning Map of Trousdale County, Tennessee, and any amendment thereto; and

**WHEREAS**, the Hartsville/Trousdale County Regional Planning Commission has duly reviewed and recommended these requests to the County Commission; and

**WHEREAS**, the County Commission has reviewed such recommendation and has conducted a public hearing prior to the second reading.

**NOW, THEREFORE, BE IT ORDAINED BY THE HARTSVILLE/TROUSDALE COUNTY COMMISSION:**

That the Zoning Map of Hartsville/Trousdale County, Tennessee be amended by the rezoning of one parcel from A-1 Agricultural to R-1 Residential identified as follows:

Trousdale County Tax Map 014 Parcel 024.00;

This being a total of 60.66 acres on Dalton Hollow Road, Hartsville, TN; and

**BE IT ENACTED** that this ordinance shall take effect from and after its adoption, the public welfare requiring it.

*This Rezoning request is recommended by Planning Commission August 8, 2022*

*Public Hearing to be held on September 26, 2022*

First Reading: August 29, 2022 1M \_\_\_\_\_ 2m \_\_\_\_\_ **Electronic Voting**  
Yes \_\_\_ No \_\_\_ Abstain \_\_\_ Absent \_\_\_

Second Reading: September 26, 2022 1M \_\_\_\_\_ 2m \_\_\_\_\_ **Electronic Voting**  
Yes \_\_\_ No \_\_\_ Abstain \_\_\_ Absent \_\_\_

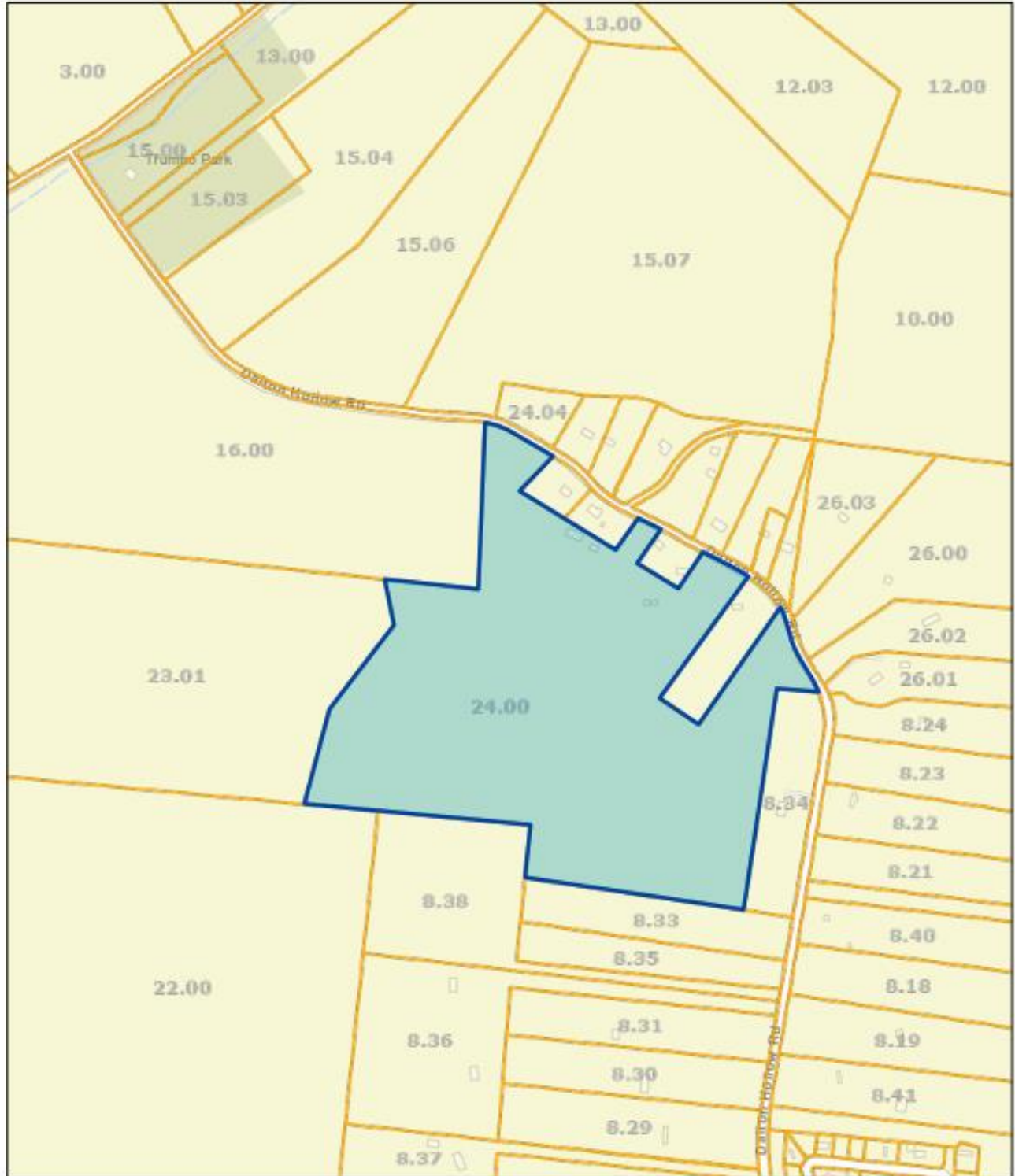
**Approved:**

**Attest:**

*Dwight Jewell, Commission Chairman*

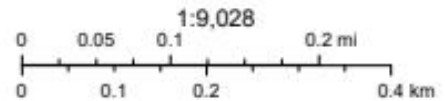
*Rita Crowder, County Clerk*

### Trousdale County - Parcel: 014 024.00



Date: August 16, 2022

County: Trousdale  
Owner: BEASLEY LEWIS C JR  
Address: DALTON HOLLOW RD  
Parcel Number: 014 024.00  
Deeded Acreage: 60.66  
Calculated Acreage: 0  
Date of TDOT Imagery: 2017  
Date of Vexcel Imagery: 2021



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The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

HARTSVILLE/TROUSDALE COUNTY  
Sam Edwards | Zoning & Building Inspector  
328 Broadway, Room 1 | Hartsville, TN 37074  
office (615) 374-1125 | fax (615) 374-0558

7/15/22  
MR# 171

**ZONING CHANGE**

**PARCEL INFORMATION**

Current Zoning A-1 Requested Zoning R-1 Reason MATCH ZONING OF PARCELS  
Property Owner Lewis Beasley Phone \_\_\_\_\_  
Property Address Dalton Hollow RD Hartsville TN 37074  
Lot Size 60.66 acres Road Frontage \_\_\_\_\_ ft Easements \_\_\_\_\_ ft  
Tax Map Number 14 Group \_\_\_\_\_ Parcel 024.00 Record/Deed Book \_\_\_\_\_  
Subdivision Name \_\_\_\_\_ Phase \_\_\_\_\_ Lot # \_\_\_\_\_  
Water Source city Sewer or Septic septic

**APPLICANT INFORMATION**

Applicant Name Lewis Beasley Phone \_\_\_\_\_  
Mailing Address \_\_\_\_\_ TN 37074  
Email: \_\_\_\_\_

**IMPACT INFORMATION**

Zoning of Surrounding Properties R-1, A-1  
Names of Surrounding Property Owners Carolyn Phillips, James Woodard, Susan Stafford, LARRY + PATRICIA Stafford, GLEN PICKETTE, BEADLINE Prop. WILLIAM SMITH, LINDA HOLDEN  
Affected Roads DALTON HOLLOW RD  
Schools Affected \_\_\_\_\_  
Public Utilities HARTSVILLE WATER TRI COUNTY ELECTRIC

**ACTION TAKEN**

Reviewed by Planning Commission \_\_\_\_\_ Action \_\_\_\_\_  
Reviewed by BZA \_\_\_\_\_ Action \_\_\_\_\_  
Zoning Ordinance at County Commission  
1<sup>st</sup> Reading \_\_\_\_\_ Action \_\_\_\_\_  
Public Hearing \_\_\_\_\_ Action \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_ Action \_\_\_\_\_  
Passed \_\_\_\_\_ Failed, state reason \_\_\_\_\_

[Signature]  
Applicant Signature

\_\_\_\_\_  
Date Submitted

**\$100 Application fee**

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT  
**ORDINANCE #257-2022-27**

**AN ORDINANCE TO AMEND ARTICLE V, SECTION 5.020 OF THE  
ZONING RESOLUTION OF HARTSVILLE, TENNESSEE AND THE  
ZONING ORDINANCE OF TROUSDALE COUNTY, TENNESSEE,  
BY REZONING TAX MAP 014 PARCEL 002.00  
FROM A1/R1 TO R1**

**WHEREAS**, the land use controls of Hartsville/Trousdale County, Tennessee have been adopted for the purpose of promoting the public health, safety, morals, convenience, order, prosperity, and general welfare of the community; and

**WHEREAS**, the location and boundaries of the zoning districts established by this resolution and ordinance, are bounded, and defined as shown on the official zoning map, entitled Zoning Map of Trousdale County, Tennessee, and any amendment thereto; and

**WHEREAS**, the Hartsville/Trousdale County Regional Planning Commission has duly reviewed and recommended these requests to the County Commission; and

**WHEREAS**, the County Commission has reviewed such recommendation and has conducted a public hearing prior to the second reading.

**NOW, THEREFORE, BE IT ORDAINED BY THE HARTSVILLE/TROUSDALE COUNTY COMMISSION:**

That the Zoning Map of Hartsville/Trousdale County, Tennessee be amended by the rezoning of one parcel from A-1 Agricultural to R-1 Residential identified as follows:

Trousdale County Tax Map 014 Parcel 002.00;

This being a total of 85 acres located at 2265 Hwy 141 North, Hartsville, TN; and

**BE IT ENACTED** that this ordinance shall take effect from and after its adoption, the public welfare requiring it.

*This Rezoning request is recommended by Planning Commission August 8, 2022*

*Public Hearing to be held on September 26, 2022*

First Reading: August 29, 2022 1M \_\_\_\_\_ 2m \_\_\_\_\_ **Electronic Voting**  
Yes \_\_\_ No \_\_\_ Abstain \_\_\_ Absent \_\_\_\_\_

Second Reading: September 26, 2022 1M \_\_\_\_\_ 2m \_\_\_\_\_ **Electronic Voting**  
Yes \_\_\_ No \_\_\_ Abstain \_\_\_ Absent \_\_\_\_\_

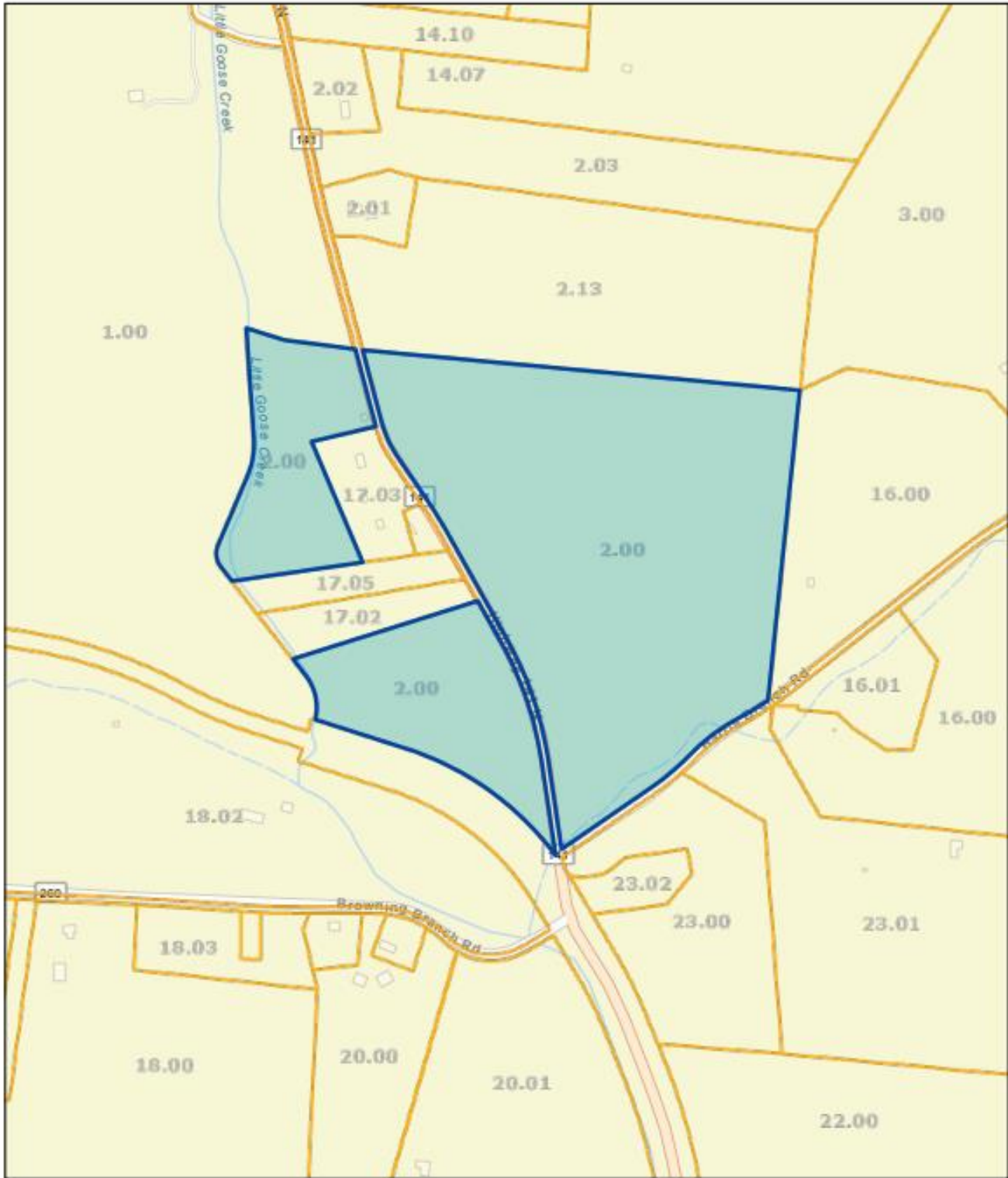
**Approved:**

**Attest:**

\_\_\_\_\_  
*Dwight Jewell, Commission Chairman*

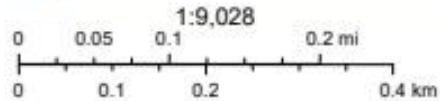
\_\_\_\_\_  
*Rita Crowder, County Clerk*

### Trousdale County - Parcel: 014 002.00



Date: August 16, 2022

County: Trousdale  
Owner: WEBSTER OGEAL H  
Address: HWY 141 N 2265  
Parcel Number: 014 002.00  
Deeded Acreage: 0  
Calculated Acreage: 0  
Date of TDOT Imagery: 2017  
Date of Vexcel Imagery: 2021



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HARTSVILLE/TROUSDALE COUNTY  
Sam Edwards | Zoning & Building Inspector  
328 Broadway, Room 1 | Hartsville, TN 37074  
office (615) 374-1125 | fax (615) 374-0558

7/15/22  
NR# 170

**ZONING CHANGE**

**PARCEL INFORMATION**

Current Zoning A-1/R-1 Requested Zoning R-1 Reason correct zoning for parcel  
Property Owner Lewis Beasley Phone \_\_\_\_\_  
Property Address 2265 Hwy 141 N TN 37074  
Lot Size 85 acres Road Frontage \_\_\_\_\_ ft. Easements \_\_\_\_\_ ft  
Tax Map Number 14 Group \_\_\_\_\_ Parcel 002.00 Record/Deed Book \_\_\_\_\_  
Subdivision Name \_\_\_\_\_ Phase \_\_\_\_\_ Lot # \_\_\_\_\_  
Water Source city Sewer or Septic septic

**APPLICANT INFORMATION**

Applicant Name Lewis Beasley Phone \_\_\_\_\_  
Mailing Address \_\_\_\_\_ TN 37074  
Email: \_\_\_\_\_

**IMPACT INFORMATION**

Zoning of Surrounding Properties R-1, A-1  
Names of Surrounding Property Owners RICHARD + AMANDA MARTIN, LARRY COTHRON  
PATRICIA COTHRON, WILLIAM + JOYCE JENKINS, SHIRLEY SMITH, JACK CAREY  
Affected Roads HWY 141 N, HARRIS BRANCH RD  
Schools Affected \_\_\_\_\_  
Public Utilities HARTSVILLE WATER, TRI COUNTY ELECTRIC

**ACTION TAKEN**

Reviewed by Planning Commission \_\_\_\_\_ Action \_\_\_\_\_  
Reviewed by BZA \_\_\_\_\_ Action \_\_\_\_\_  
Zoning Ordinance at County Commission  
1<sup>st</sup> Reading \_\_\_\_\_ Action \_\_\_\_\_  
Public Hearing \_\_\_\_\_ Action \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_ Action \_\_\_\_\_  
Passed \_\_\_\_\_ Failed, state reason \_\_\_\_\_

Lewis Beasley  
Applicant Signature \_\_\_\_\_ Date Submitted \_\_\_\_\_

\$100 Application fee

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT  
**ORDINANCE #258-2022-28**

**AN ORDINANCE TO AMEND ARTICLE V, SECTION 5.020 OF THE  
ZONING RESOLUTION OF HARTSVILLE, TENNESSEE AND THE  
ZONING ORDINANCE OF TROUSDALE COUNTY, TENNESSEE,  
BY REZONING TAX MAP 019K GROUP B PARCEL 024.03  
FROM R3 TO I1**

**WHEREAS**, the land use controls of Hartsville/Trousdale County, Tennessee have been adopted for the purpose of promoting the public health, safety, morals, convenience, order, prosperity, and general welfare of the community; and

**WHEREAS**, the location and boundaries of the zoning districts established by this resolution and ordinance, are bounded, and defined as shown on the official zoning map, entitled Zoning Map of Trousdale County, Tennessee, and any amendment thereto; and

**WHEREAS**, the Hartsville/Trousdale County Regional Planning Commission has duly reviewed and recommended these requests to the County Commission; and

**WHEREAS**, the County Commission has reviewed such recommendation and has conducted a public hearing prior to the second reading.

**NOW, THEREFORE, BE IT ORDAINED BY THE HARTSVILLE/TROUSDALE COUNTY COMMISSION:**

That the Zoning Map of Hartsville/Trousdale County, Tennessee be amended by the rezoning of one parcel from R-3 Residential to I-1 Industrial identified as follows:

Trousdale County Tax Map 019K Group B Parcel 024.03;

This being a total of 2.31 acres located on Harpers Avenue, Hartsville, TN; and

**BE IT ENACTED** that this ordinance shall take effect from and after its adoption, the public welfare requiring it.

*This Rezoning request is recommended by Planning Commission August 8, 2022*

*Public Hearing to be held on September 26, 2022*

First Reading: August 29, 2022 1M \_\_\_\_\_ 2m \_\_\_\_\_ **Electronic Voting**  
Yes \_\_\_ No \_\_\_ Abstain \_\_\_ Absent \_\_\_

Second Reading: September 26, 2022 1M \_\_\_\_\_ 2m \_\_\_\_\_ **Electronic Voting**  
Yes \_\_\_ No \_\_\_ Abstain \_\_\_ Absent \_\_\_

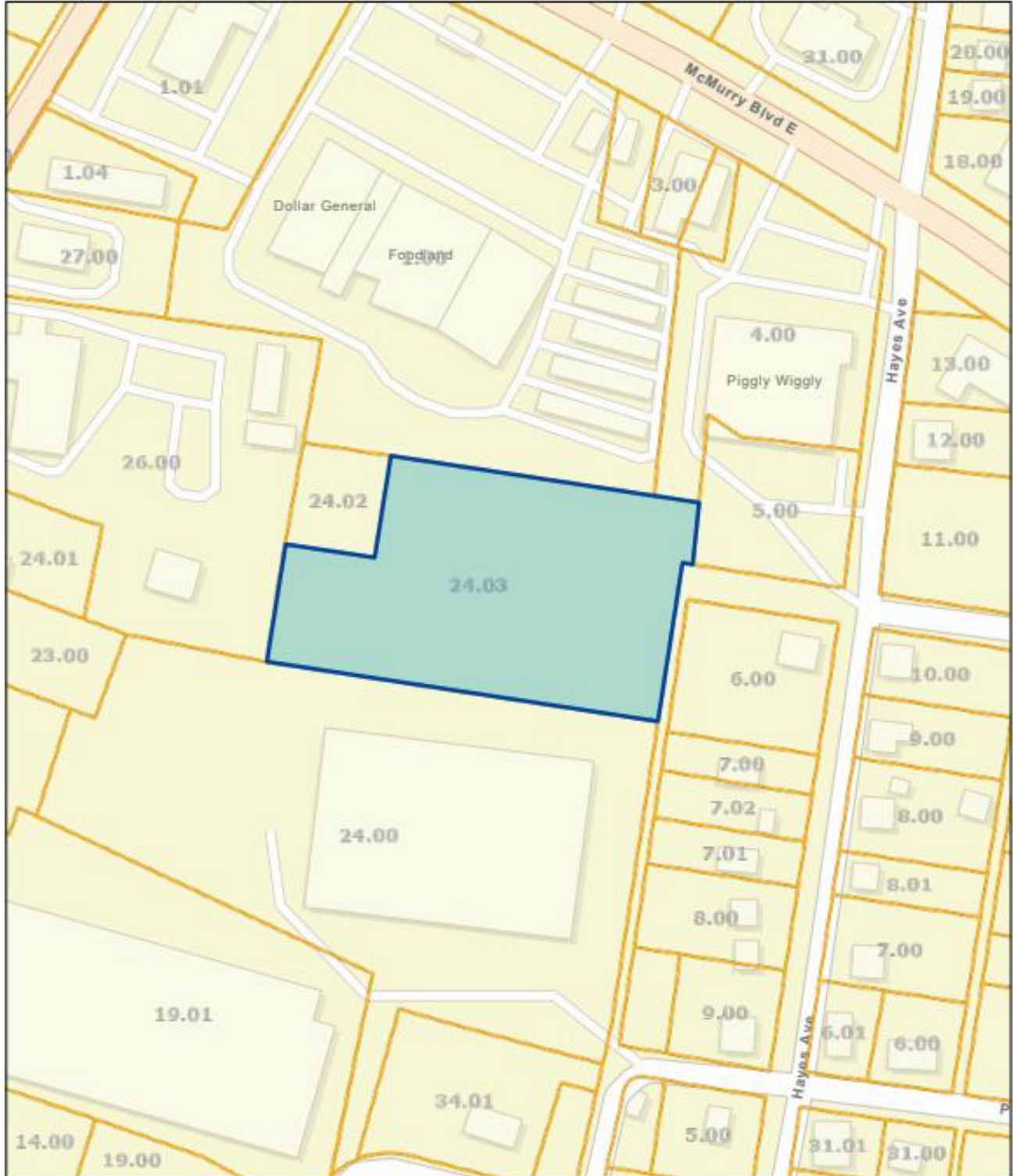
**Approved:**

**Attest:**

*Dwight Jewell, Commission Chairman*

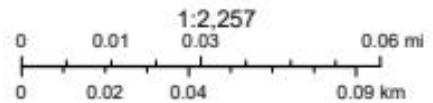
*Rita Crowder, County Clerk*

### Trousdale County - Parcel: 019K B 024.03



Date: August 16, 2022

County: Trousdale  
Owner: 113 PLANTERS STREET LLC  
Address: HARPER AVE  
Parcel Number: 019K B 024.03  
Deeded Acreage: 0  
Calculated Acreage: 2.31  
Date of TDOT Imagery: 2017  
Date of Vexcel Imagery: 2021



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HARTSVILLE/TROUSDALE COUNTY  
Sam Edwards | Zoning & Building Inspector  
328 Broadway, Room 1 | Hartsville, TN 37074  
office (615) 374-1125 | fax (615) 374-0558

**ZONING CHANGE**

**PARCEL INFORMATION**

Current Zoning R-3 Requested Zoning I-1 Reason Restore I-1 zoning for addition  
Property Owner 113 Planters Street LLC Phone (615) 374-1125  
Property Address Harpers Ave Hartsville TN 37074  
Lot Size 2.31 acres Road Frontage \_\_\_\_\_ ft. Easements \_\_\_\_\_ ft  
Tax Map Number 019K Group B Parcel 24.03 Record/Deed Book \_\_\_\_\_  
Subdivision Name \_\_\_\_\_ Phase \_\_\_\_\_ Lot # \_\_\_\_\_  
Water Source city Sewer or Septic sewer

**APPLICANT INFORMATION**

Applicant Name 113 Planters Street LLC Phone \_\_\_\_\_  
Mailing Address Harpers Ave Hartsville TN 37074  
Email \_\_\_\_\_

**IMPACT INFORMATION**

Zoning of Surrounding Properties C-2, I-1, R-1  
Names of Surrounding Property Owners Jerry Gannon, Hartsville Trousdale Govt, William Lyles, Rosalie Myhan, CJB Properties, Michael Reese, Kelsey Evert  
Affected Roads HARPER AVE, Planters St  
Schools Affected \_\_\_\_\_  
Public Utilities Hartsville Water, Tri County Electric

**ACTION TAKEN**

Reviewed by Planning Commission \_\_\_\_\_ Action \_\_\_\_\_  
Reviewed by BZA \_\_\_\_\_ Action \_\_\_\_\_  
Zoning Ordinance at County Commission  
1<sup>st</sup> Reading \_\_\_\_\_ Action \_\_\_\_\_  
Public Hearing \_\_\_\_\_ Action \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_ Action \_\_\_\_\_  
Passed \_\_\_\_\_ Failed, state reason \_\_\_\_\_

Sam Edwards Applicant Signature 6/22/2022 Date Submitted

\$100 Application fee

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

**ORDINANCE #250-2022-20**

**AN ORDINANCE TO AMEND ARTICLE V, SECTION 5.020 OF THE ZONING RESOLUTION OF HARTSVILLE, TENNESSEE AND THE ZONING ORDINANCE OF TROUSDALE COUNTY, TENNESSEE, BY REZONING TAX MAP 027B GROUP A PARCELS 037.00 AND 037.01, FROM R2 TO R3**

**WHEREAS**, the land use controls of Hartsville/Trousdale County, Tennessee have been adopted for the purpose of promoting the public health, safety, morals, convenience, order, prosperity, and general welfare of the community; and

**WHEREAS**, the location and boundaries of the zoning districts established by this resolution and ordinance, are bounded, and defined as shown on the official zoning map, entitled Zoning Map of Trousdale County, Tennessee, and any amendment thereto; and

**WHEREAS**, the Hartsville/Trousdale County Regional Planning Commission has duly reviewed and recommended these requests to the County Commission; and

**WHEREAS**, the County Commission has reviewed such recommendation and has conducted a public hearing prior to the second reading.

**NOW, THEREFORE, BE IT ORDAINED BY THE HARTSVILLE/TROUSDALE COUNTY COMMISSION:**

That the Zoning Map of Hartsville/Trousdale County, Tennessee be amended by the rezoning of two parcels from R-2 Residential to R-3 Residential identified as follows:

1. Trousdale County Tax Map 027B Group A Parcel 37.00;  
This being a total of 0.21 acres located on Stott Avenue, Hartsville, TN; and
2. Trousdale County Tax Map 027B Group A Parcel 037.01;  
This being a total of 0.09 acres located at 108 Morrison Street, Hartsville, TN.

**BE IT ENACTED** that this ordinance shall take effect from and after its adoption, the public welfare requiring it.

*This Rezoning request is recommended by Planning Commission July 11, 2022*

*Public Hearing to be held on August 29, 2022*

	1M	<u>Beverly Atwood</u>	<b>Electronic Voting</b>								
First Reading:	<u>July 25, 2022</u>	2m <u>Landon Gulley</u>	Yes	<u>18</u>	No	<u>1</u>	Abstain	<u>0</u>	Absent	<u>1</u>	<b>PASSED</b>
	1M	_____	<b>Electronic Voting</b>								
Second Reading:	<u>August 29, 2022</u>	2m _____	Yes	____	No	____	Abstain	____	Absent	____	_____

**Approved:**

**Attest:**

*Dwight Jewell, Commission Chairman*

*Rita Crowder, County Clerk*

Ordinance 250-2022-20: Rezoning R2 to R3 Stott Street & Morrison Street



**Item 1**

County: Trousdale  
 Owner: MORELAND RON  
 Address: STOTT ST  
 Parcel Number: 027B A 037.00  
 Deeded Acreage: 0.21  
 Date of Imagery: 2017

**Item 2**

County: Trousdale  
 Owner: MORELAND RON  
 Address: MORRISON ST 108  
 Parcel Number: 027B A 037.01  
 Deeded Acreage: 0.09  
 Date of Imagery: 2017

State of Tennessee, Comptroller of the Treasury, Department of Property Assessment (DPA) – Geographic Services  
 TDOT

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HARTSVILLE/TROUSDALE COUNTY  
Sam Edwards | Zoning & Building Inspector  
328 Broadway, Room 1 | Hartsville, TN 37074  
office (615) 374-1125 | fax (615) 374-0558

6/8/22  
MR# 3363

**ZONING CHANGE**

**PARCEL INFORMATION**

Current Zoning R2 Requested Zoning R3 Reason Build Townhouse  
Property Owner Ron & Grace Moreland Phone \_\_\_\_\_  
Property Address Stott Street, Hartsville, TN 37074  
Lot Size 8,944.8sf 0.21 ACRES Road Frontage \_\_\_\_\_ ft. Easements \_\_\_\_\_ ft  
Tax Map Number 27B Group A Parcel 037.00 Record/Deed Book 40  
Subdivision Name \_\_\_\_\_ Phase \_\_\_\_\_ Lot # \_\_\_\_\_  
Water Source HTC WATER Sewer or Septic SEWER

**APPLICANT INFORMATION**

Applicant Name Ron & Grace Moreland Phone \_\_\_\_\_  
Mailing Address \_\_\_\_\_ TN \_\_\_\_\_  
Email: \_\_\_\_\_

**IMPACT INFORMATION**

Zoning of Surrounding Properties R-2 potentially other R-3  
Names of Surrounding Property Owners JOHN OLIVER; WAYNE THOMAS HARPER;  
SCOTTY ENOCH; CARLOS CARR; SALLIE BURNLEY  
Affected Roads Stott Rd; MORRISON  
Schools Affected \_\_\_\_\_  
Public Utilities HTC WATER; TRICOUNTY ELECT

**ACTION TAKEN**

Reviewed by Planning Commission \_\_\_\_\_ Action \_\_\_\_\_  
Reviewed by BZA \_\_\_\_\_ Action \_\_\_\_\_  
Zoning Ordinance at County Commission  
1<sup>st</sup> Reading \_\_\_\_\_ Action \_\_\_\_\_  
Public Hearing \_\_\_\_\_ Action \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_ Action \_\_\_\_\_  
Passed \_\_\_\_\_ Failed, state reason \_\_\_\_\_

Ron Moreland

Applicant Signature

6-8-22

Date Submitted

\$100 Application fee

HARTSVILLE/TROUSDALE COUNTY  
Sam Edwards | Zoning & Building Inspector  
328 Broadway, Room 1 | Hartsville, TN 37074  
office (615) 374-1125 | fax (615) 374-0558

6/8/22  
MR#3362

**ZONING CHANGE**

**PARCEL INFORMATION**

Current Zoning R2 Requested Zoning R3 Reason Build Townhouse  
Property Owner Grace & Ron Moreland Phone \_\_\_\_\_  
Property Address 108 Morrison Street Hartsville TN 37074  
Lot Size 0.09 acres 3,878.4 SF Road Frontage \_\_\_\_\_ ft. Easements \_\_\_\_\_ ft  
Tax Map Number 27B Group A Parcel 037.01 Record/Deed Book \_\_\_\_\_  
Subdivision Name \_\_\_\_\_ Phase \_\_\_\_\_ Lot # \_\_\_\_\_  
Water Source city Sewer or Septic SEWER

**APPLICANT INFORMATION**

Applicant Name Ron & Grace Moreland Phone \_\_\_\_\_  
Mailing Address \_\_\_\_\_ TN 37074  
Email: \_\_\_\_\_

**IMPACT INFORMATION**

Zoning of Surrounding Properties R2  
Names of Surrounding Property Owners Willie, Debra Dalton, Wayne & Kay Harper  
HTC Govt. John Oliver, Sallie, Tyrone Burnley, Linda McDonald  
Affected Roads MORRISON ST  
Schools Affected \_\_\_\_\_  
Public Utilities HTC WATER, TRI COUNTY ELECTRIC

**ACTION TAKEN**

Reviewed by Planning Commission \_\_\_\_\_ Action \_\_\_\_\_  
Reviewed by BZA \_\_\_\_\_ Action \_\_\_\_\_  
Zoning Ordinance at County Commission  
1<sup>st</sup> Reading \_\_\_\_\_ Action \_\_\_\_\_  
Public Hearing \_\_\_\_\_ Action \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_ Action \_\_\_\_\_  
Passed \_\_\_\_\_ Failed, state reason \_\_\_\_\_

Ron Moreland  
Applicant Signature

6-8-22  
Date Submitted

\$100 Application fee



HARTSVILLE/TROUSDALE COUNTY  
**PLANNING COMMISSION**  
328 BROADWAY, RM 1 | HARTSVILLE, TN 37074

JOHN KERR, CHAIRMAN

Mary Ann Baker

Sara Murray

Carol Pruitt

Mark Swaffer

Rhonda Keisling

David Nollner

David Thomas

Thomas Harper

**STATEMENT OF RECOMMENDATION**

At its regular monthly meeting held on July 11, 2022, the Planning Commission of Hartsville/Trousdale County reviewed the following Zoning Change Application.

**PARCEL INFORMATION**

Current Zoning R-2 Requested Zoning R-3  
Tax Map Number 027B Group A Parcel 037.00 & 037.01  
Reason Building a townhouse  
Property Owner Ron Moreland  
Property Address 1. Stott Avenue | 2. 108 Morrison Street

After reviewing the required information and consulting the Hartsville/Trousdale County Zoning Resolution and Ordinances, the Planning Commission states the following the Zoning Application:

The HTC Planning Commission has voted to  RECOMMENDED  NOT RECOMMENDED based on the following information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*This statement is to be submitted to the Hartsville/Trousdale County Commission before the First Reading of the requested Zoning Ordinance.*

Mary Ann Baker  
Chairman or Secretary

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT  
**ORDINANCE #251-2022-21**

**AN ORDINANCE GRANTING FRANCHISE TO PIEDMONT NATURAL GAS COMPANY, INC.**

**BE IT ORDAINED BY THE HARTSVILLE/TROUSDALE COUNTY COMMISSION** as follows:

I. DEFINITIONS

1.01 As used in this Ordinance, the following terms, words, and phrases shall have the meanings respectively ascribed to them in this section:

"Company" shall mean Piedmont Natural Gas Company, Inc., a corporation organized under the laws of the State of North Carolina and authorized to do business in the State of Tennessee, and any successor in interest to Piedmont Natural Gas Company, Inc. under this franchise Ordinance.

"County" or "Hartsville/Trousdale County" shall mean:

The Metropolitan Government of Hartsville/Trousdale County located in Trousdale County, Tennessee,

The area within the territorial limits of Metropolitan Hartsville/Trousdale County and within the extraterritorial area surrounding the County to the extent it may be lawfully included as presently or hereafter fixed by law or ordinance, or

The Commission of the Hartsville/Trousdale County Government or any officer or agent duly authorized in acting on behalf of the County as a metropolitan government, as indicated by the context by which the term is used;

"Commission of the Hartsville/Trousdale County Government" shall mean the governing body of the Metropolitan Government of Hartsville/Trousdale County;

"Gas" when used as an unqualified term shall mean either natural or artificial gas, by whatever process or processes derived or manufactured, or both such gases either separately or a mixture of them.

II. FRANCHISE GRANTED

2.01 The Company is hereby granted the exclusive right to construct operate and maintain a gas utilities system within the County for production, transmission, distribution, and sale of gas to consumers and users within the County and to the County and any and all agencies and departments thereof.

2.02 The Company is hereby granted the right, authority and privilege to construct and install, operate, maintain, lay or relay, renew, replace and repair gas pipes, mains, pipelines,

conduits, regulators, connections and services thereto, in, through, across, along and under streets, avenues, roads, public alleys, lanes, parks and squares, and other public places and ways in the County for the production, pumping, handling, transmission, distribution and sale of gas for any and all purposes, subject to the terms and conditions hereinafter set forth in this Ordinance.

2.03 Whenever the Company causes any opening, excavation, or alteration to be made in any street, lane or public place within the County in the construction, operation or maintenance of any of its pipelines or other appliances owned or used by it, the Company shall repair and restore such portions of such streets, lanes or public places to the same condition in which it found them as nearly as practicable.

2.03.1 Whenever the Company shall cause any opening, excavation, or alteration to be made in any street, lane, or public place within the County in the construction, operation, or maintenance of any of its pipelines or other appliances owned or used by it, the Company shall comply with all safety regulations required by federal, state and local laws.

2.04 This franchise is granted for a term of twenty-five years beginning March 5, 2020 and ending at midnight March 5, 2045. This franchise supersedes any and all former rights or franchises of the Company to operate a gas utilities system in the County with respect to all acts and things done or admitted to be done, on or after March 5, 2020.

2.05 The Company hereby agrees to indemnify, defend, and hold harmless the County, its elected officials, officers, boards, commissions, and employees, against any and all claims and liabilities arising from the Company's, and its assignees or licensees, activities or Gas System, including reasonable attorney fees and court costs.

2.06 The Company shall not be obligated to the County or any of its departments or agencies for any tax, license fee, other fee, or any other payment whatsoever, relating to the rights granted herein, other than that which is levied by state law.

2.07 The Company is hereby granted the right during the existence of this franchise to mortgage or hypothecate this franchise, together with all rights and privileges there under and any right or interest therein, as security for indebtedness, subject to acceptance by any legal successor in interest of the obligations, duties, liabilities, limitations and prohibitions set out herein and subject to the approval by the Tennessee Regulatory Authority or other governmental agency whose approval is required by law. The Company shall not assign or transfer its rights under this agreement, provided, however, that this provision shall not prohibit the Company from assigning its rights hereunder to the surviving corporation in any corporate reorganization in which the Company is a party.

2.08 The Company shall pay to the County an amount equal to five percent (5%) of the annual gross revenues collected from all customers who are located and provided service by the Company within the geographical areas identified on Exhibit A. The payment of the fee

shall be on an annual basis, and the first payment shall be made by the Company within sixty (60) days after the approval by the TPUC of the Ordinance. Thereafter, payment of such fee and the recovery thereof by the Company shall be pursuant to Tenn. Code Ann. Section 65-4-105(e). Upon County request, the Company agrees to make the appropriate records available that will allow the County to determine that taxes collected in the County's name are being remitted to the County. The County shall limit such requests to not more than once every two years.

III. ACCEPTANCE OF FRANCHISE

This Ordinance shall be submitted to the Tennessee Public Utility Commission pursuant to Tenn. Code Ann. Section 65-4-107 for approval and shall take effect from the day and date of its passage, but only after it has been accepted in all its terms and revisions by the Company, in writing, within sixty days after its passage; otherwise, the same shall be null and void and of no effect.

*Signature Panel*

Public Hearing to be held on August 29, 2022 if approved on 1<sup>st</sup> Reading

	1M <u>Rachel Jones</u>		<b>Electronic Voting</b>		
First Reading: <u>July 25, 2022</u>	2m <u>Mary Ann Baker</u>	Yes <u>19</u>	No <u>0</u>	Abstain <u>0</u>	Absent <u>1</u> <b>PASSED</b>
	1M _____		<b>Electronic Voting</b>		
Second Reading: <u>August 29, 2022</u>	2m _____	Yes _____	No _____	Abstain _____	Absent _____

**Approved:**

**Attest:**

\_\_\_\_\_  
Dwight Jewell, Commission Chairman

\_\_\_\_\_  
Rita Crowder, County Clerk

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT  
**ORDINANCE #252-2022-22**

**AN ORDINANCE TO AMEND TITLE 11 OF THE HARTSVILLE/TROUSDALE COUNTY CODE**

**WHEREAS**, there is a need to provide for a safe and peaceful community for our citizens; and

**WHEREAS**, the Hartsville/Trousdale County Law Enforcement Committee recommends that current chapters within Title 11 of the Hartsville/Trousdale County Code be reviewed and edited to better service the community; and

**WHEREAS**, the Hartsville/Trousdale County Code Title 11 Municipal Offenses must reflect current laws, ordinances, and practices as required by the public.

**NOW, THEREFORE, BE IT ORDAINED** by the Hartsville/Trousdale County Commission meeting in regular session, that

SECTION 1. The Hartsville/Trousdale County Municipal Code Title 11 be amended as attached to this Ordinance.

SECTION 2. This ordinance shall take effect immediately upon its passage per the second reading by the County Commission, the public welfare requiring it.

*Recommended by the Law Enforcement Committee on May 12, 2022 .*

*Public Hearing to be held on August 29, 2022 if approved on 1<sup>st</sup> Reading*

	1M	<u>Rick Davis</u>	<b>Electronic Voting</b>									
First Reading:	<u>July 25, 2022</u>	2m	<u>Mary Ann Baker</u>	Yes	<u>18</u>	No	<u>1</u>	Abstain	<u>0</u>	Absent	<u>1</u>	<b>PASSED</b>
	1M											
Second Reading:	<u>August 29, 2022</u>	2m		Yes		No		Abstain		Absent		

---

**Approved:**

**Attest:**

---

*Dwight Jewell, Commission Chairman*

---

*Rita Crowder, County Clerk*

## TITLE 11

### MUNICIPAL OFFENSES<sup>1</sup>

#### CHAPTER

1. ALCOHOL.
2. ~~FORTUNE TELLING, ETC.~~ Reserved
3. ~~OFFENSES AGAINST THE PERSON.~~
4. OFFENSES AGAINST THE PEACE AND QUIET.
5. INTERFERENCE WITH PUBLIC OPERATIONS AND PERSONNEL.
6. FIREARMS, WEAPONS AND MISSILES.
7. TRESPASSING, MALICIOUS MISCHIEF AND INTERFERENCE WITH TRAFFIC.
8. MISCELLANEOUS.

#### CHAPTER 1

### ALCOHOL<sup>2</sup>

#### SECTION

- 11-101. Drinking beer, etc. on streets, etc.  
11-102. Minors in beer places.

**11-101. Drinking beer, etc. on streets, etc.** It shall be unlawful for any person to drink or consume, or have an open can or bottle of beer in or on any public street, alley, avenue, highway, sidewalk, public park, public school ground or other public place unless the place has a beer permit and license for on premises consumption. (1975 Code, § 10-229)

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<sup>1</sup>Municipal code references

- Animals and fowls: title 10.
- Housing and utilities: title 12.
- Fireworks and explosives: title 7.
- Traffic offenses: title 15.
- Streets and sidewalks (non-traffic): title 16.

<sup>2</sup>Municipal code reference

- Sale of alcoholic beverages, including beer: title 8.

State law reference

- See Tennessee Code Annotated § 33-8-203 (Arrest for Public Intoxication, cities may not pass separate legislation).

**11-102. Minors in beer places.** No person under twenty-one (21) years of age shall loiter in or around, ~~work in,~~ or otherwise frequent any place where beer is sold at retail for consumption on the premises. (1975 Code, § 10-222, modified)

CHAPTER 2

FORTUNE TELLING, ETC.

**SECTION**

~~11-201. Fortune telling, etc.~~

~~**11-201. Fortune telling, etc.** It shall be unlawful for any person to conduct the business of, solicit for, or ply the trade of fortune teller, clairvoyant, hypnotist, spiritualist, palmist, phrenologist, or other mystic endowed with supernatural powers. (1975 Code, § 10-234, modified)~~

**CHAPTER 32**

**OFFENSES AGAINST THE PERSON**

**SECTION**

~~11-301. Assault and battery.~~ **Reserved**

~~**11-301. Assault and battery.** It shall be unlawful for any person to commit an assault or an assault and battery upon another person. (1975 Code, § 10-201)~~

**Ordinance #59-2010-06**

**An Ordinance Replacing Hartsville Municipal Code Chapter 4  
Offenses Against the Peace and Quiet**

**SECTION**

~~1~~ 1-401. Disturbing the peace.

~~1~~ 1-402. Anti-noise regulations.

**11-401. Disturbing the peace.** No person shall disturb, tend to disturb, or aid in disturbing the peace of others by violent, tumultuous, offensive, or obstreperous conduct, and no person shall knowingly permit such conduct upon any premises owned or possessed by him or under his control (1975 Code, § 10-202)

**11-402. Anti-noise regulations.** Subject to the provisions of this section the creating of any unreasonably loud, disturbing, and unnecessary noise is prohibited. Noise of such character, intensity, or duration as to be detrimental to the life or health of any individual or in disturbance of the public peace and welfare is prohibited.

(1) **Miscellaneous prohibited noises enumerated.** The following acts, among others, are declared to be loud, disturbing, and unnecessary noises in violation of this section, but this enumeration shall not be deemed to be exclusive, namely:

(a) **Blowing horns.** The sounding of any horn or other device on any automobile, motorcycle, bus, truck, or vehicle while not in motion except as a danger signal if another vehicle is approaching, apparently out of control, or if in motion, only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended; the creation by means of any such signal device of any unreasonably loud or harsh sound; and the sounding of such device for an unnecessary and unreasonable period of time.

(b) **Radios, phonographs, etc.** The playing of any radio, phonograph, or any musical instrument or sound device, including but not limited to loudspeakers or other devices for reproduction or amplification of sound, either independently or in connection with motion pictures, radio, or television, in such a manner or with such volume, particularly during the hours between 11:00 P.M. and 7:00 A.M., as to annoy or disturb the quiet, comfort, or repose of persons in any office or hospital, or in any dwelling, hotel, or other type of residence, or of any person in the vicinity.

(c) **Yelling, shouting, hooting, etc.** Yelling, shouting, hooting, whistling, or singing on the public streets, particularly between the hours of 11:00 P.M. and 7:00 A.M. or at any time or place so as to annoy or disturb the quiet, comfort, or repose of any persons in any hospital, dwelling, hotel, or other type of residence, or of any person in the vicinity.

(d) **Pets.** The keeping of any animal, bird, or fowl which by causing frequent or long continued noise shall disturb the comfort or repose of any person in the vicinity.

(e) Use of vehicle. The use of any automobile, motorcycle, truck, or vehicle so out of repair, so loaded, or in such manner as to cause loud and unnecessary grating, grinding, rattling, or other noise.

(f) ~~Blowing whistles. The blowing of any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work or as a warning of fire or danger, or upon request of proper municipal authorities.~~

(g) Exhaust discharge. To discharge into the open air the exhaust of any steam engine, stationary internal combustion engine, motor vehicle, or boat engine, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.

(h) Building operations. The erection (including excavation), demolition, alteration, or repair of any building in any residential area or section or the construction or repair of streets and highways in any residential area or section, other than between the hours of 7:00 A.M. and 6:00 P.M. on week days, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the building ~~inspector~~ granted for a period while the emergency continues not to exceed thirty (30) days. If the building ~~inspector~~ official should determine that the public health and safety will not be impaired by the erection, demolition, alteration, or repair of any building or the excavation of streets and highways between the hours of 6:00 P.M. and 7:00 A.M. and if he shall further determine that loss or inconvenience would result to any party in interest through delay, he may grant permission for such work to be done between the hours of 6:00 P.M. and 7:00 A.M. upon application being made at the time the permit for the work is awarded or during the process of the work.

(i) Noises near schools, hospitals, churches, etc. The creation of any excessive noise on any street adjacent to any hospital or adjacent to any school, institution of learning, church, or court while the same is in session.

(j) Loading and unloading operations. The creation of any loud and excessive noise in connection with the loading or unloading of any vehicle or the opening and destruction of bales, boxes, crates, and other containers.

(k) Noises to attract attention. The use of any drum, loudspeaker, or other instrument or device emitting noise for the purpose of attracting attention to any performance, show, or sale, or display of merchandise.

11-7

(l) Loudspeakers or amplifiers on vehicles. The use of mechanical loudspeakers or amplifiers on trucks or other moving or standing vehicles for advertising or other purposes.

(m) Fireworks. Limited time period to use fireworks. Fireworks discharge or usage outside of time period specified herein. It is unlawful to discharge or use fireworks except from 10:00 a.m. until 10:30 p.m. daily with the exception of July 4<sup>th</sup> from 10:00 a.m. until 1:00 a.m. July 5<sup>th</sup> and December 31<sup>st</sup> from 10:00 a.m. until 1:00 a.m. on January 1<sup>st</sup>.

(2) Exceptions. None of the terms or prohibitions hereof shall apply

to or been forced against:

(a) Municipal vehicles. Any vehicle of the municipality while engaged upon necessary public business.

(b) Repair of streets, etc. Excavations or repairs of bridges, streets, or highways at night, by or on behalf of the municipality, the county, or the state, when the public welfare and convenience renders it impracticable to perform such work during the day.

(c) Noncommercial and nonprofit use of loudspeakers or amplifiers. The reasonable use of amplifiers or loudspeakers in the course of public addresses which are noncommercial *in* character and *in* the course of advertising functions sponsored by nonprofit organizations. However, no such use shall be made until a permit therefore is secured from the clerk. Hours for the use of an amplified or public address system will be designated in the permit so issued and the use of such systems shall be restricted to the hours so designated in the permit. (1975 Code § 10-233).

## CHAPTER 5

**INTERFERENCE WITH PUBLIC OPERATIONS AND PERSONNEL****SECTION**

- 11-501. Escape from custody or confinement.
- 11-502. Impersonating a government officer or employee.
- 11-503. False emergency alarms.
- 11-504. Resisting or interfering with city personnel.
- 11-505. Coercing people not to work.

~~**11-501. Escape from custody or confinement.** It shall be unlawful for any person under arrest or otherwise in custody of or confined by the municipality to escape or attempt to escape, or for any other person to assist or encourage such person to escape or attempt to escape from such custody or confinement. (1975 Code, § 10-209)~~

**11-502. Impersonating a government officer or employee.** No person other than an official ~~police-law enforcement~~ officer of the ~~municipality-County~~ shall wear the uniform, apparel, or badge, or carry any identification card or other insignia of office like or similar to, or a colorable imitation of that adopted and worn or carried by the official ~~police-officers-law enforcement~~ of the ~~municipality-County~~. Furthermore, no person shall deceitfully impersonate or represent that he is any government officer or employee. (1975 Code, § 10-211)

**11-503. False emergency alarms.** It shall be unlawful for any person intentionally to make, turn in, or give a false alarm of fire, or of need for police or ambulance assistance, or to aid or abet in the commission of such act. (1975 Code, § 10-217)

**11-504. Resisting or interfering with city-County personnel.** It shall be unlawful for any person to knowingly resist or in any way interfere with or attempt to interfere with any officer or employee of the municipality while such officer or employee is performing or attempting to perform his ~~municipal-official~~ duties. (1975 Code, § 10-210)

**11-505. Coercing people not to work.** It shall be unlawful for any person in association or agreement with any other person to assemble, congregate, or meet together in the vicinity of any premises where other persons are employed or reside for the purpose of inducing any such other person by threats, coercion, intimidation, or acts of violence to quit or refrain from entering a place of lawful employment. It is expressly not the purpose of this section to prohibit peaceful picketing. (1975 Code, § 10-230)

## CHAPTER6

### **FIREARMS, WEAPONS AND MISSILES**

#### **SECTION**

11-601. Air rifles, etc.

11-602. Throwing missiles.

11-603. Discharge of firearms.

**11-601. Air rifles, etc.** It shall be unlawful for any person in the ~~municipality~~ Urban Services District to discharge any air gun, air pistol, air rifle, "BB" gun, or sling shot capable of discharging a metal bullet or pellet, whether propelled by spring, compressed air, expanding gas, explosive, or other force-producing means or method. (1975 Code, § 10-213)

**11-602. Throwing missiles.** It shall be unlawful for any person to throw any stone, ~~snowball~~, bottle, or any other missile upon or at any vehicle, building, tree, or other public or private property or upon or at any person. (1975 Code, § 10-214)

**11-603. Discharge of firearms.** It shall be unlawful for any unauthorized person to discharge a firearm within the ~~corporate limits~~ Urban Services District. (1975 Code, § 10-212, modified)

## CHAPTER 7

**TRESPASSING, MALICIOUS MISCHIEF AND INTERFERENCE WITH TRAFFIC****SECTION**

11-701. Trespassing.

11-702. Malicious mischief.

11-703. Interference with traffic.

**11-701. Trespassing.** The owner or person in charge of any lot or parcel of land or any building or other structure within the corporate limits may post the same against trespassers. It shall be unlawful for any person to go upon any such posted lot or parcel of land or into any such posted building or other structure without the consent of the owner or person in charge.

It shall be unlawful and deemed to be a trespass for any peddler, canvasser, solicitor, transient merchant, or other person to fail to leave promptly the private premises of any person who requests or directs him to leave. (1975 Code, § 10-226)

**11-702. Malicious mischief.** It shall be unlawful and deemed to be malicious mischief for any person willfully, maliciously, or wantonly to damage, deface, destroy, conceal, tamper with, remove, or withhold real or personal property which does not belong to him. (1975 Code, § 10-225)

**11-703. Interference with traffic.** It shall be unlawful for any person to stand, sit, or engage in any activity whatever on any public street, sidewalk, bridge, or public ground in such a manner as to prevent, obstruct, or interfere unreasonably with the free passage of pedestrian or vehicular traffic thereon. (1975 Code, § 10-232)

## CHAPTERS

### MISCELLANEOUS

#### SECTION

- 11-801. Abandoned refrigerators, etc.
- 11-802. Caves, wells, cisterns, etc.
- 11-803. Posting notices, etc.
- 11-804. Curfew for minors.
- 11-805. Wearing masks.
- 11-806. Halloween curfew.

**11-801. Abandoned refrigerators, etc.** It shall be unlawful for any person to leave in any place accessible to children any abandoned, unattended, unused, or discarded refrigerator, icebox, or other container with any type latching or locking door without first removing therefrom the latch, lock, or door. (1975 Code, § 10-223)

**11-802. Caves, wells, cisterns, etc.** It shall be unlawful for any person to permit to be maintained on property owned or occupied by him any cave, well, cistern, or other such opening in the ground which is dangerous to life and limb without an adequate cover or safeguard. (1975 Code, § 10-231)

**11-803. Posting notices, etc.** No person shall fasten, in any way, any show-card, poster, or other advertising device or sign upon any public or private property unless legally authorized to do so. (1975 Code, § 10-227)

**11-804. Curfew for minors.** It shall be unlawful for any person under the age of eighteen (18) years to be abroad at night between 11:00 P.M. and 5:00 A.M. except when going directly to or from a lawful activity or upon a legitimate errand for, or accompanied by, a parent, guardian, or other adult person having lawful custody of such minor. (1975 Code, § 10-224)

**11-805. Exceptions.** It shall be a valid exception to the operation of the curfew if the minor was:

1. at any time, accompanied by his or her parent; or
2. accompanied by an adult authorized by a parent of such minor to take said parent's place in accompanying said minor for a designated period of time and purpose within a specified area; or
3. legally employed, for the period from forty-five minutes after work, while going directly between his or her home and place of employment without any stop or detour. This exception shall also apply if the minor is in a public place during curfew hours in the course of his or her employment. To come within this exception, the minor must be carrying a written statement of employment issued by the employer; or
4. on the property of, or the sidewalk directly adjacent to, the place where such minor resides or the place immediately adjacent thereto if the owner of the adjacent building does not communicate an objection to the minor and the

law enforcement officer; or

5. returning home by a direct route from, and within forty-five minutes of the termination of, a school activity or an activity of a religious or other voluntary association or a place of public entertainment, such as a movie, play or sporting event. This exception will not apply beyond 1:30am. If the event is not commercial in nature or does not have a fixed, publicly known time at which it will or does end, the sporting organization must register the event with the Sheriff's Department at least 24 hours in advance, informing the Sheriff's Department of the time such event is scheduled to begin, the place at which it shall be held, the approximate time at which it shall end and the name of the sponsoring organization; or

6. in the case of reasonable necessity, but only after such minor's parent has communicated to the Sheriff's Department personnel the facts establishing such reasonable necessity relating to specified streets, at a designated time, for a prescribed purpose including place or origin and destination. A copy of such communication, or the law enforcement record thereof, with an appropriate notation of the time it was received and of the names and addresses of such parent and minor shall constitute evidence of qualification under this exception; or

7. exercising First Amendment rights protected by the United States Constitution such as the free exercise of religion, freedom of speech and the right of assembly; or

8. involved in an emergency; or

9. married, had been married or had disability of minority removed in accordance with Tennessee law. Each of the foregoing exemptions and their several limitations, such as provisions for notification, are severable.

**11-805 806. Wearing masks.** It shall be unlawful for any person to appear on or in any public way or place while wearing any mask, device, or hood whereby any portion of the face is so hidden or covered as to conceal the identity of the wearer. The following are exempted from the provisions of this section:

(1) Children under the age of ten (10) years.

(2) Workers while engaged in work wherein a face covering is necessary for health and/or safety reasons.

(3) Persons wearing gas masks in civil defense drills and exercises or emergencies.

(4) Public health emergency.

(5) ~~Any person having a special permit issued by the town clerk to wear a traditional holiday costume. (1975 Code, § 10-235)~~

**11-806. Halloween curfew.** It shall be unlawful for anyone under the age of 18 to be on or about the public streets from 8:00 P.M. to 5:00 A.M. the night of October 31 or another such date as the board of commissioners deems proper for the observation of the Halloween celebration.

It shall be enforced on those that do not have a lawful reason for being on the street. It will not interfere with going to or from work or out while with a parent or legal guardian.

It shall be unlawful to possess any egg for the purpose other than for food on or about this period of time.

Possession of eggs could result in a fine of \$5.00 per egg plus court cost. It shall also be unlawful to possess any other item for the purpose to be thrown at person or property on or about this date - hedge - apples, brick, rock, water ballons, etc., not limited to just the above items.

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

**ORDINANCE #253-2022-23**

**AN ORDINANCE TO REPLACE THE EXISTING PERSONNEL POLICIES FOR  
HARTSVILLE/TROUSDALE COUNTY GOVERNMENT**

**WHEREAS**, the Hartsville/Trousdale County Government is required to develop its own personnel and office policies; and

**WHEREAS**, our current Personnel Policies were passed by this body in 2012 and in amended in subsequent years; and

**WHEREAS**, these policies should be periodically reviewed, updated, and changed when necessary; and

**WHEREAS**, the policies have been reviewed and presented by the Personnel Committee; and

**WHEREAS**, it is the desire of the Hartsville/Trousdale County Commission to present an updated version of the Personnel Policies for the employees of Hartsville/Trousdale County Government except those employees working for the School System and County Highway Department. These departments currently have their own personnel policies.

**NOW THEREFORE BE IT ORDAINED** by the Hartsville/Trousdale County Commission meeting in regular session that the new policies labeled as Attachment A shall replace the previous personnel policies for the employees of the Hartsville/Trousdale County Government, excluding the School System and County Highway Departments and shall be in effect by the final reading of this ordinance the public requiring it.

*Recommended by the Personnel Committee July 14, 2022.*

*Public Hearing to be held on August 29, 2022*

	1M	<u>Mary Ann Baker</u>		<b>Electronic Voting</b>								
First Reading:	<u>July 25, 2022</u>	2m	<u>Shane Burton</u>	Yes	<u>14</u>	No	<u>5</u>	Abstain	<u>0</u>	Absent	<u>1</u>	<b>PASSED</b>

	1M	_____		<b>Electronic Voting</b>								
Second Reading:	<u>August 29, 2022</u>	2m	_____	Yes	____	No	____	Abstain	____	Absent	____	_____

**Approved:**

**Attest:**

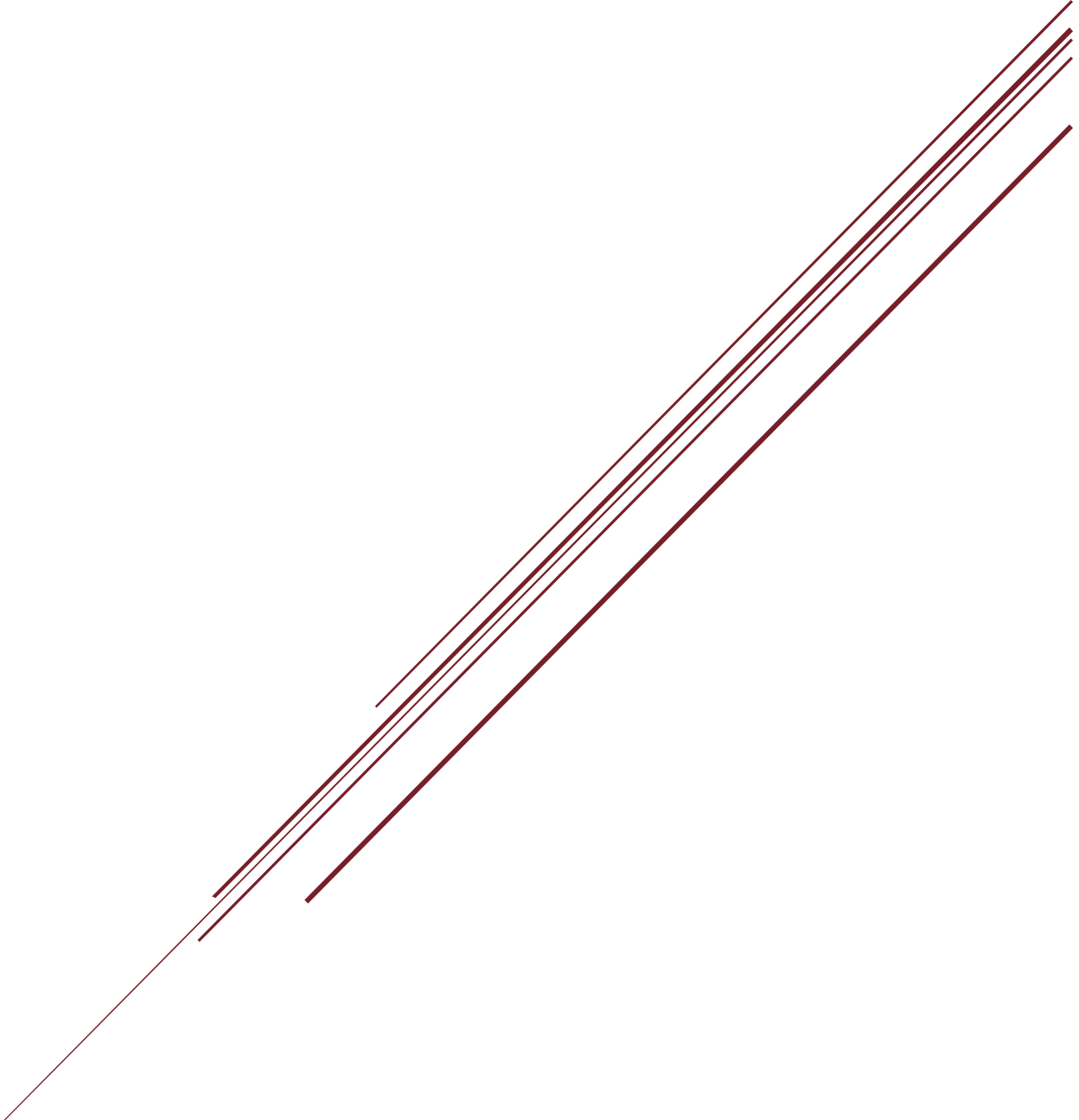
*Dwight Jewell, Commission Chairman*

*Rita Crowder, County Clerk*

# **HARTSVILLE/TROUSDALE COUNTY GOVERNMENT**



# **EMPLOYEE HANDBOOK**



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# **HARTSVILLE/TROUSDALE COUNTY GOVERNMENT**

## **PERSONNEL RULES AND REGULATIONS**

**THESE PERSONNEL RULES AND REGULATIONS APPLY TO HIRED AND APPOINTED PERSONNEL ONLY. ELECTED OFFICIALS ARE CONSIDERED EMPLOYERS REPRESENTING THE HARTSVILLE/TROUSDALE COUNTY GOVERNMENT AND ARE GOVERNED BY THE PROVISIONS OF TENNESSEE CODE ANNOTATED.**

### **SECTION I - PERSONNEL RULES AND REGULATIONS**

#### **A. PURPOSE**

The purpose of these rules and regulations is to establish a system of personnel administration in the Hartsville/Trousdale County Metropolitan Government that is based on merit and fitness. The system shall provide a means to select, develop, and maintain an effective governmental work force through impartially applying personnel policies and procedures free of personal and political considerations and without regard to race, color, religion, gender, age, creed, national origin, political affiliation, or disability.

#### **B. OBJECTIVES**

The fundamental objectives to be achieved by these personnel policies are:

1. To promote and increase efficiency and economy among employees of the Hartsville/Trousdale County Metropolitan Government;
2. To develop a program of recruitment and advancement that will make employment with the Hartsville/Trousdale County Metropolitan Government attractive as a career and encourage each employee to render the best service;
3. To establish and promote high morale among the employees by providing good working relationships, a uniform personnel policy, opportunity for advancement and consideration of employee needs and desires.

**NOTE: NOTHING IN THIS DOCUMENT IS TO BE INTERPRETED AS GIVING AN EMPLOYEE ANY MORE PROPERTY RIGHTS IN THEIR JOBS THAN MAY ALREADY BE GIVEN BY THE METROPOLITAN CHARTER. THESE PERSONNEL POLICIES, RULES AND REGULATIONS DO NOT AFFECT THE "AT-WILL" EMPLOYMENT STATUS OF EMPLOYEES, AND THEY SHALL BE REVIEWED PERIODICALLY AND MAY BE AMENDED ANY TIME WITHOUT NOTICE**

#### **C. EMPLOYMENT AND PLACEMENT**

1. To fill all positions without undue delay in accordance with job qualifications and requirements without discrimination based on race, color, gender, creed, national origin, ancestry, disability, religion, or political affiliation.
2. To establish programs for the promotion, transfer, demotion, dismissal, and reassignment of personnel.

#### **D. PERSONNEL POLICY STATEMENT**

1. It is the policy of the Hartsville/Trousdale County Metropolitan Government to apply and foster a sound program of personnel management.
2. All policies contained herein apply to all employees of the Hartsville/Trousdale County Metropolitan Government unless otherwise stated. All County department heads regardless of their method of selection, or appointment, shall likewise be covered by these personnel policies.

**E. ADMINISTRATION**

1. These rules shall be administered by the elected officials of each individual Government office in conformity with the metropolitan charter.

***NOTE: NOTHING IN THE PERSONNEL RULES AND REGULATIONS DOCUMENT SHALL BE DEEMED TO GIVE EMPLOYEES ANY MORE PROPERTY RIGHTS IN THEIR JOBS THAN MAY ALREADY BE GIVEN BY THE METRO CHARTER. THE HARTSVILLE /TROUSDALE COUNTY METROPOLITAN GOVERNMENT RESERVES THE RIGHT TO ALTER OR CHANGE ANY OR ALL OF THESE RULES WITHOUT PRIOR NOTICE TO EMPLOYEES.***

**AMENDMENTS TO THE RULES AND REGULATIONS SHALL BE MADE  
IN ACCORDANCE WITH THE PROCEDURE HEREIN.**

## **SECTION II – CLASSES OF EMPLOYEES**

### **A. REGULAR FULL-TIME**

1. Regular full-time employees are individuals employed by the Hartsville/Trousdale County Metropolitan Government who work at least thirty (30) hours per week and have completed a six (6) month probationary period. Regular full-time employees receive full benefits unless specifically excluded by the metro charter, code or ordinances.

### **B. PART-TIME**

1. Part-time employees are individuals who do not work on a daily basis and whose hours are less than thirty (30) hours. Part-time employees do not receive the benefits afforded full-time employees. A part-time employee promoted to full-time employment shall be allowed to count from the first day of part-time employment with the Hartsville/Trousdale County Metro Government when determining the fulfillment of the six (6) month probationary period. Said employee shall be entitled to all benefits offered.

### **C. SEASONAL EMPLOYEE**

1. A seasonal employee is an individual who works for the Hartsville / Trousdale County Metropolitan Government for no more than four (4) months during a fiscal year. Seasonal employees receive no benefits.

### **D. TEMPORARY EMPLOYEE**

1. A temporary employee is an individual whose employment is not expected to last more than six (6) months but is not seasonal. Temporary employees receive no benefits.

### **E. VOLUNTEERS**

1. A volunteer is an individual who works for the Hartsville/Trousdale County Government for little or no compensation.
2. Volunteer firefighters are appointed in accordance with the governing by-laws. Volunteer firefighters are compensated per call and attendance at training events with no other benefits except applicable insurance coverage provided by the Fire Department.
3. Volunteer emergency management personnel are appointed in accordance with the governing by-laws or written policies or procedures. Volunteer emergency management personnel (*Rescue Squad*) are compensated per call and attendance at training events. They receive no benefits except applicable insurance coverage provided by the Emergency Management Department.

## **SECTION III – HIRING PROCEDURES**

### **A. POLICY STATEMENT**

1. The primary objective of hiring policies is to ensure compliance with the law and to obtain qualified personnel to serve the citizens of the Hartsville/Trousdale County Government.
2. Appointments to positions are based on merit, technical knowledge, and work experience. No person shall be employed, promoted, demoted, discharged, or in any way favored or discriminated against because of race, gender, age, color, religion, creed, ancestry, disability, or national origin. Nothing in these personnel rules and regulations document shall be deemed to give employees any more property rights in their jobs than may already be given by the Hartsville/Trousdale County charter.
3. Comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits employment discrimination based on race, color, religion, sex or national origin, and amendments. Comply with the Tennessee human rights act, T.C.A. § 4-21-101 et seq.

### **B. RECRUITMENT**

1. Hartsville/Trousdale County Metropolitan Government will employ only capable and responsible personnel who are of good character and reputation. Department Head positions shall be advertised for 2 weeks. Advertisement shall be in the local newspaper (as a minimum), and other available media as may be necessary. Job advertisements and acceptance of applications will be coordinated by the Human Resource office.

### **C. JOB DESCRIPTIONS**

1. The purpose of a written job description is to ensure that every employee has a clear and concise explanation of the exact tasks that they are expected to perform.
2. Job descriptions will be prepared when a new job or position is created or when an existing position is significantly altered. Revisions should be made as quickly as possible after a position's character changes.
3. If there is something in a job description that employees do not understand, they should call it to the attention of their immediate supervisor. If parts of the job are not explained in the description, that should also be reported to a supervisor.
4. Every job description should include the essential duties and responsibilities that an employee performs every day or at regular intervals. It should also include occasional duties that they may be asked to perform on occasion, but that are not part of the normal job functions.

### **D. FINGERPRINTING AND BACKGROUND CHECKS**

1. The County is responsible for payment of any costs incurred by the TBI or the FBI in conducting these investigations, but the county may require an applicant to pay these costs if the applicant is offered and accepts a position with the county. The county may establish the job titles or classifications to which these requirements apply, but the classifications do not supersede any mandatory fingerprint-based criminal history background requirements that may be applicable for any person who is seeking employment in a position in any program subject to licensure, approval or certification by any state agency (for example, teachers and others working with children).

2. Under T.C.A. § 5-1-126, a county may require persons, prior to employment with the County, to agree to the release of investigative records to the County for the purpose of verifying the accuracy of criminal violation information contained on an employment application and supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation (TBI). In addition, to the extent permitted by federal law, and at the discretion of the County, a check of such prints may be made against records maintained by the Federal Bureau of Investigation (FBI).

#### **E. INTERVIEWS**

1. All appointments are subject to an interview with the appropriate office holder and/or appropriate department head. The office holder and/or department head will make reasonable accommodations in the interview process to applicants with disabilities making a request for such accommodations.

#### **F. EMERGENCY APPOINTMENTS**

1. In the event of an emergency, the appropriate county official may appoint such persons as are required to meet the situation, but such appointment shall not exceed thirty (30) days in any twelve (12) month fiscal year.

#### **G. CITIZENSHIP AND ALIEN STATUS VERIFICATION**

1. The Hartsville / Trousdale County Metropolitan Government will not discriminate on the basis of a person's national origin or citizenship status with regard to recruitment, hiring, or discharge. However, the local government will not knowingly employ any person who is or becomes an unauthorized alien. In compliance with the Immigration Reform and Control Act, all employees hired after November 6, 1986, regardless of national origin, ancestry, or citizenship, must provide suitable documentation to verify identity and employability. The documentation must be provided within three (3) days of employment, or the individual will not be hired.

#### **H. PROBATION**

1. Applicants appointed to positions with the Hartsville/Trousdale County Metropolitan Government are required to serve a **six (6) month** probationary period. During this period, the employee's work performance will be subject to review regarding the competence of the employee to fill the position. An employee may be terminated during this period for any reason without respect or reference to the procedures set forth in this document, the charter, or other ordinances.
2. If the probationary period is satisfactory, the employee is recommended for a full-time appointment. The probationary period may be extended by the appropriate department head when written notification is given to the probationary employee with reasons for the extension.

## **SECTION IV – COMPENSATION**

### **A. SALARIES**

1. Due consideration shall be given to duties performed, responsibilities, technical knowledge and skills required to perform the work satisfactorily, the labor market, and the availability of people having the desired qualifications. When establishing salaries, all salaries are subject to funding by the County Commission. (See Appendix A for pay grade and step schedule).
2. Hartsville/Trousdale County believes that pay should be based on merit and will offer employees the opportunity for achievement and salary increases through exceptional effort. We believe that a consistently implemented policy will create incentives and improve the County's overall performance.
3. The County will, in its salary administration and wage and hour policies, follow the rules and regulations set forth by Federal and State Labor Laws (FLSA).
4. We make every effort to track the latest laws and regulations and abide by their guidelines, including legislation that periodically raises the minimum wage, sets training rates, and increases overtime rates. If state law is more generous than the applicable federal rates, we will apply that rate to our pay practices.
5. In compliance with the Federal Equal Pay Act, the County pays male and female employees equal pay for equal work. Employees perform substantially the same jobs when they work in positions that require equal skill, effort, and responsibility and the jobs are performed under similar working conditions.
6. The County reserves the rights to establish incentive pay plans, based on County earnings performance and employee performance appraisals.
7. Salary increases are based on performance and responsibilities, not on seniority: They are not automatic, but are based on supervisors' evaluations of performance results in relation to performance expectations. When the County Commission gives across the board increases, these are considered cost of living increases.
8. Employees will be paid bi-weekly, except for the Water Utility and Highway Department whose employees will be paid according to a schedule set by those departments.
9. The County expressly prohibits any employee from filling in, changing, or damaging any other employee's time record. It is a violation of County policy to change or falsify a time record. Any employees who do so may be suspended or terminated at the discretion of the supervisor and department head.
10. Applicable federal, state, or local income taxes, as well as federal Social Security taxes are withheld from each paycheck. The County obeys all laws that pertain to payroll, including garnishments.
11. We also reserve the right to deduct from employee paychecks any legal (in accordance with state regulations) and applicable allowances for such items as uniforms. The County will not dock pay for disciplinary reasons or deduct such allowances when it would reduce wages below the minimum wage or overtime compensation rates demanded by law. The same holds true for garnishment orders when they would impact that minimum wage level.
12. No employees may work beyond the normal workday or workweek without

official authorization of their immediate supervisor or department head.

- a. Should the County have a need to change employees' scheduled payday, the method of paying wages, or the place where wages are paid, the County will notify employees in writing thirty (30) days before the change is to take place. In addition, a notice of the change will be posted at each department.

13. The County will provide additional compensation to employees who remain on-call after the completion of the workday, to come back to work, or to perform emergency or needed procedures. Employees will be considered engaged by the County at the time they receive the call until the work is completed. This time will be considered worked time and will be recorded as such on the employee's time sheet. Employees called in will be paid at the employee's regular rate of pay or at their overtime rate if they have already worked the required hours.

## **B. PAY STRUCTURE: PAY GRADES AND STEPS**

### **1. Pay Structure**

The Hartsville/Trousdale County Metropolitan Government Pay Structure is comprised of Pay Grades and Pay Steps (*see Attachment I*). Jobs are assigned to one of 15 Pay Grades. Each Pay Grade has been assigned 16 steps.

The Pay Structure is designed so that Step 8 for each Pay Grade approximates the Market Rates of jobs assigned to that Pay Grade.

There is a 11.65% progression from the steps of a pay grade to those of the next pay grade in the pay structure and the progression between steps is 2.50%.

### **2. Assignment of Jobs**

A Market Rate is determined for each job based on salary survey data. The County targets the 50<sup>th</sup> percentile of the market pay rates for each job. Salary survey data from two sources – other similar municipalities/counties and general businesses in the Hartsville/Trousdale area – are identified for each job. A job's market rate is determined by calculating the average of the 50<sup>th</sup> percentile municipal pay rate and the 50<sup>th</sup> percentile general business pay rate from the survey data for the job.

Each job is to be assigned to the Pay Grade for which Step 8 best matches the Market Rate for the job. Exceptions may be made if strategic business considerations dictate that certain jobs (not employees) should be classified differently than suggested by their Market Rate. Such exceptions must be approved by the Mayor (County Commission if the position is a direct report of the Mayor).

### **3. Adjustment of Pay Structure**

The Pay Structure is subject to review periodically (typically every one to three years) by the Human Resources Coordinator and Mayor and will be adjusted, if necessary, to ensure that the County's pay practices remain competitive with changes in labor market conditions. As appropriate, this review will consist of:

- a) Gathering comparative salary data for benchmark jobs from published sources or direct contacts with competing employers,

- b) Comparing market salary data obtained for each benchmark job with the corresponding Hartsville/Trousdale County Metropolitan Government Pay Grade and Pay Steps, and
- c) If necessary, adjusting the County pay steps so that the Pay Grade Step 8 of each Pay Grade will more accurately approximate the Market Rates for jobs in each Pay Grade. Normally, this is accomplished by increasing the Pay Steps by some common percentage.

The Human Resources Coordinator will recommend the adjustment of the Pay Structure for approval by the Mayor and County Commission.

#### 4. **New Hire Rates of Pay**

The Pay Grade Step 0 for a job classification is the normal hiring rate, except in those cases in which a job candidate has credentials and experience that exceed the minimum requirements for the job or unusual circumstances (such as inability to fill the position at the hiring rate) warrant employment of an individual at a higher pay rate for that classification. Such exceptions must be approved by the Human Resources Coordinator and the Mayor. Additionally, a department head desiring to employ an applicant to start at a pay rate above Step 0 for that position must submit a written justification to the Human Resources Coordinator for consideration and final approval by the Mayor.

The current pay rates, qualifications, and skill levels of existing job incumbents should be carefully considered before a new employee is hired above the Pay Grade Step 0.

#### 5. **Pay Adjustments**

##### a) Eligibility

All regular full-time and part-time employees employed before January 1<sup>st</sup> of the current calendar year, provided their performance evaluation is in the “acceptable” range or higher, are eligible for a possible pay increase effective July 1<sup>st</sup> each year.

##### b) Annual Increase Budget

- **Annual Increases**

Each year, the Human Resources Coordinator and Mayor will calculate the recommended Salary Increase Budget based on all employees’ pay increasing to the next step in their current Salary Grade (a 2.50% increase) to present to the County Commission. Annual increases reward employees for continued service and reflect employees’ increasing job knowledge and skill levels. Employees with unsatisfactory job performance will not receive a step increase (*see Performance Evaluations below*).

- **Structure Adjustment**

If deemed appropriate by the County Commission as described in E.3. above, the Pay Increase Budget may also include an amount required by a structure adjustment (normally this would be the amount needed to move employee pay rates to the “new” Pay Grade Steps for their jobs, if needed, and, if appropriate, an additional amount to mitigate any resulting pay compression).

- **“Top Out” Lump Sum**

Employees’ pay rates are not to exceed the maximum for their job. Once an employee reaches Step 16, any additional increases, other than pay structure adjustments, would be paid in the form of a lump sum “bonus.”

- c) **Performance Evaluations**

All employees eligible for an increase each July 1 must have received a written performance evaluation. Performance evaluations are completed at the end of each calendar year and are to be submitted to the Human Resources Coordinator by March 15. This annual evaluation is to be completed by the supervisor using prescribed forms and is to be discussed with the employee after approval. (Note: New hires are to receive a performance evaluation after completion of their probationary period. For recent new hires, if less than three months have elapsed since a probationary review was completed, completion of a new annual performance evaluation at the end of the calendar year is optional.) Human Resource will also contribute a score dependent on the employee's attendance data. Employees receiving an overall "Marginal" or "Unacceptable" rating are not eligible to receive an increase July 1<sup>st</sup>. Such employees will be reevaluated after 60 days but will not be eligible for an increase until the *next* July 1<sup>st</sup>, provided their performance has improved to "Acceptable."
  - d) **Pay Increase Recommendation**

All eligible employees who receive an "Acceptable" rating or better will be recommended to receive a salary increase based on the approved Salary Increase Budget, to be effective July 1 each year.
  - e) **Pay Increases – Employees on Leave of Absence**

Employees on approved medical or personal leave of absence on July 1<sup>st</sup> will receive the approved salary increase, provided their performance evaluation was in the "Acceptable" range or higher. For employees on approved medical or personal leave of absence for whom a performance evaluation was not completed at the end of the calendar year, completion of the performance evaluation and eligibility for salary increase will be postponed until their return to active employment.
6. Promotional Increases
- a) **Definition of Promotion**

Placement of an individual in a job which is in a Pay Grade that is higher than the individual's current Pay Grade will be considered a promotion. (Temporary job reassignments of less than six months will not normally be considered a promotion.) All promotions must be approved by the Human Resources Coordinator and the Mayor.
  - b) **Increase Amount**

At the time of the promotion, the individual's salary is to be adjusted to reflect the increased demands and responsibility of the new position. Normally, the employee's pay will be adjusted to the Pay Step that represents a 5% to 8% increase (or more if needed to move the employee's salary to the new job Pay Grade Step 1). Salaries of other incumbents (if any) already in the new position and the promoted individual's credentials will be considered in determining the amount.

**7. Temporary Reassignment**

Adjustments to pay rates of employees assigned temporarily (for less than six consecutive months) to perform work of higher-level jobs will be made at the discretion of management.

**8. Lateral Job Reassignments**

Reassignment from one job to another in the same Pay Grade will be considered a lateral move. No immediate adjustment to pay will be made. Lateral moves that serve to broaden employees' skills and knowledge and improve County efficiency and results will be encouraged.

**9. Demotions or Reassignment to Lower Pay Grade**

Demotions occur when an employee is returned or transferred to a position in a lower Pay Grade. Additionally, employees may voluntarily ask to move to a job in a lower Pay Grade, perhaps through the job posting/bidding process. Whether or not a reduction in pay should occur in these situations depends on consideration of the following:

- a) Where will the employee's pay rate fall in the new (lower) Pay Grade's Step schedule? Normally, the employee's pay rate will be reduced to be consistent with rates of pay of other incumbents in the new job who possess similar skills and tenure. (This consideration is usually more important than #2, 3, or 4 below.) Pay adjustments must be approved by the Human Resources Coordinator and Mayor.
- b) How long has the employee been in the former job or employed by the County overall?
- c) Was the reassignment related to the employee's performance?
- d) Was the reassignment related to a reduction in force or organizational change? Though a reduction in pay may still be appropriate to maintain internal equity even if the change is outside the control of the employee, such circumstances may be considered.

**10. Reclassification of Position**

A job may be reclassified if warranted by significant changes in job responsibilities. To request a reclassification, department heads must submit a revised job description to the Human Resources Coordinator. The Market Rate of the job will be determined based on comparison of the job to available salary survey data. The job will be reassigned to a different Pay Grade if indicated by the new Market Rate for the job. Reclassification of a job to a higher Pay Grade normally would be treated as a promotion which must be approved by the Human Resources Coordinator and Mayor. Section K above would apply to reclassification of a job to a lower Pay Grade.

**11. Equity Adjustments**

Adjustments to correct pay inconsistencies or inequitable situations related to pay may occasionally be necessary. Department heads may recommend equity adjustments of up to 8% of salary and must submit a written justification for the pay adjustment. All such adjustments must be approved by the Human Resources

Coordinator and Mayor and must be submitted with the annual budget for approval by the County Commission

### **C. HOURS OF WORK**

1. The office holder and/or department head shall establish the hours of work per week and post them with beginning time, break time, lunch time and end of day time for each position in the service of the county. Employees unavoidably late or absent from work due to illness or other cause must notify their supervisor within the time frame established by each department (unless unusual circumstances prevent the employee from making proper notification). Such employees must explain the reason for the absence and, if possible, an anticipated time and date of return to work. Failure to notify one's supervisor of absences may result in disciplinary action. Employees who are excessively tardy and found falsifying time sheets will be subject to disciplinary action up to and including dismissal.
2. The typical workday is eight (8) hours. Emergency medical technicians and paramedics typically work a twenty-four (24) hour shift. Sheriff's Department employees typically work an eight (8), ten (10) or twelve (12) hour shift.
3. Each employee must have a thirty (30) minute unpaid rest break or meal period if scheduled to work six (6) hours consecutively, except in workplace environments that by the nature of business provide for ample opportunity to rest or take an appropriate break. Such break shall not be scheduled during or before the first hour of scheduled work activity.

### **D. ATTENDANCE**

1. Every employee is expected to report for work regularly and on time. Good attendance is a most important job requirement and an essential duty of every position. Failure to meet this requirement could result in separation from the payroll.
2. When employees are absent, others must perform their share of the work. In most instances, absent employees are paid for time not worked. In addition, others who must substitute and accomplish the necessary work frequently receive extra and higher compensation in the form of overtime pay. No additional work is accomplished for these added costs. Lost time must be controlled.
3. *Definition of absence.* An employee is absent when he/she fails to report for and remain at work as scheduled. Lateness is a short absence at the beginning of the workday. Leaving early, even with permission, before the tour of duty ends, is also an absence. Absence, then, includes all time lost from the work schedule, whether avoidable or unavoidable, voluntary, or involuntary.
  - a) Employees must clearly plan absences in advance with their supervisor, allowing as much notice as they can. When an absence is unplanned, due to illness, an emergency, or some similar cause, employees must report the absence to their supervisor at least thirty (30) minutes before scheduled time on the first day of the absence. In case of a prolonged absence of indefinite duration, they must report their status to their supervisor at least once every three working days.
4. Notification from another employee or relative is not acceptable, except under emergency conditions. An "excused" absence may include personal or family illness, jury duty, bereavement, or other qualified reasons that would require an employee to miss all

or part of a scheduled workday. Employees should be prepared to substantiate the reasons for their absences if asked. If an employee is absent frequently, he/she may be required to furnish documentation, including medical statements from their doctor. Employees may also be required to produce fitness for duty certificates to return from an absence.

5. A physician's statement or a fitness for duty certificate will be required where absence is continuous for a period of over three (3) working days, and after surgery or accident, regardless of the length of absence.
6. If an employee fails to give proper notification of their absence or if their supervisor 'considers the reason unacceptable, the employee will be charged with an unexcused absence. He/she may be excluded from overtime work in the week in which he/she has an unexcused absence.
7. Failing to report an absence properly can be grounds for disciplinary action, including dismissal. Excessive absences and lateness, even when reported, may also be grounds for discipline or dismissal.' Unsatisfactory attendance will have an adverse effect on any promotion considerations.
8. An attendance record for each individual reporting to them is to be kept by supervisors in a readily accessible place. These records must be updated daily and reviewed regularly. All absences, including lateness, with all related information are to be entered on the attendance record.
9. Each employee's record stands alone. An employee's record of attendance is an individual record, a record he/she makes. What constitutes unsatisfactory attendance, therefore, must be determined on a case-by-case basis. For example, if an employee is absent only one day during the year, but this one-day absence was avoidable, this employee's attendance record is less than satisfactory. On the other hand, if an employee is absent for several weeks because of a single incapacitating illness or injury, then such an absence, by itself, does not create an unsatisfactory attendance record.
10. Documentation of absence. If their attendance records indicate frequent absences, employees may be required to document reasons for subsequent absences, at the request of their supervisor, so that the absences can be recorded as excused.
11. Attendance records are not an end in themselves, but a means to an end. They are necessary tools for correction of unsatisfactory attendance. Therefore, attendance records must be utilized. They are of no value unless acted upon.
12. Authorized absences are permitted as defined by the County policies for vacation, holidays, personal sick days, jury service, bereavement, voting, medical leave, personal leave, or military service. Employees must provide timely notice of absence or receive prior approval for the absence as defined by each policy. The County reserves the right to require documentation in support of the absence.

13. Discipline for absence Any employee who fails to give proper notification will be charged with an unexcused absence. If notice is given and the County does not think it justifies the absence, it will be considered unexcused. The following chart shows the discipline that may be administered for unexcused absences.

First absence	Written warning
Second absence	Three (3) day suspension without pay
Third absence	Ten (10) day suspension without pay
Fourth absence	Discharge

#### **E. LATENESS**

1. Lateness is disruptive, costly, and not fair to Hartsville/Trousdale County or other employees. Chronic lateness will not be tolerated and will result in discipline, up to and including discharge.
2. Lateness disrupts schedules, adds to overtime costs, and places additional responsibilities on other employees in a department. Employees are expected to be in their work areas and ready to work at their designated times.
3. Employees who are going to be unavoidably detained are expected to call their supervisors. Attendance is a critical part of performance and employees who are frequently late lower their performance ratings and undermine their chances for promotion and job security.
4. An employee's immediate supervisor will counsel an employee's lateness problems. If problems persist, a written reprimand may be issued, and the department head may counsel the employee.
5. Employees must fill in their own time sheets or punch their own timecards when they start or stop work. Anyone attempting to sign or punch any sheet or card other than their own may be dismissed: If employees forget to sign in or out on the time sheet or neglect to punch a card, they should notify their supervisor immediately.
6. Productive employees make reporting for work on time a habit. If an employee is having specific problems that make it impossible for them to get to work on time, he/she should inform their supervisor immediately. They may be able to resolve a transportation problem or similar problem. Employees should be aware that continued lateness might result in discipline, up to and including discharge.

#### **F. BREAKS**

1. In accordance with the Wage Regulations Act, Tenn. Code Ann. § 50-2-101 et seq., each employee must have a thirty (30) minute unpaid rest break or meal period if scheduled to work six (6) hours consecutively, except in workplace environments that by the nature of business provide for ample opportunity to rest or take an appropriate break. Such break shall not be scheduled during or before the first hour of scheduled work activity.
2. Employees who return late from lunch or breaks may be subject to discipline.
3. Although employees may take personal breaks when approved by their supervisors, employees should make sure that someone remains in the department at all times. Because employees' rest breaks are considered working time, the breaks are paid.
  - a) *Note:* All state-specific regulations concerning breaks will be adhered to.
  - b) Lunch periods should be unpaid time. Hourly paid employees must punch out or

make a record when leaving the premises and punch in or make a record upon returning to work.

#### **G. REDUCTION IN WORKFORCE**

1. Hartsville/Trousdale County will attempt to provide appropriate employment for all employees. If a layoff is necessary to protect the County's financial or operational status, it reserves the right to reduce its workforce either permanently or temporarily. It also reserves the right to reduce its workforce when substantial changes in status or technology necessitate such action.
2. It is our policy to retain, to the extent consistent with County requirements, the services of all employees who perform their duties efficiently and effectively. However, it may become necessary under certain economic conditions to lay off employees. In most cases, employees who are laid off for lack of work will be recalled when condition improves. The County can make no guarantees how and when this recall will take place or if it will take place.
3. Job performance and the type of job being performed will also be considered in the decision. We reserve the right to evaluate individuals on a case-by-case basis before making an employment decision.
4. When hiring is resumed after a layoff, the County will use every reasonable effort to recall former employees.

#### **H. PAYDAY**

1. All employees of the Hartsville/Trousdale County Metropolitan Government shall be paid on a bi-weekly basis. Questions about work time, salary or paycheck should be addressed to payroll personnel within the pay period in question or immediately thereafter.
2. If an employee is absent on payday and wishes to have someone else obtain their check, they must send a signed note authorizing release of the check to the bearer.
3. If an employee loses their check, the employee must notify the payroll personnel immediately. The employee will be required to sign an affidavit stating that the check has been lost, and a new one will be issued.
4. If an employee resigns, their last check will be issued on the regular payday. The employee should give written notice of where the check should be sent if the employee is not available to pick it up.

#### **I. PAYROLL DEDUCTIONS**

The following charges are deducted from the employee's paycheck:

1. **Federal Income Tax** - Federal taxes are withheld from employees' paychecks based on the number of dependents claimed by the individual. Employees are required to keep on file with the local government a copy of the W-4 form. In the event of changes in the employee exemption status, a revised W-4 must be filed before payroll deduction adjustments will be made.
2. **Social Security**-Social Security payments and deductions will be made in accordance with the Social Security Act. Payroll personnel shall keep such records and make such reports as may be required by applicable state and federal laws or regulations.
3. **Retirement System** - Full-time employees of Hartsville/Trousdale County Metropolitan Government will be eligible for retirement benefits under the Tennessee Consolidated Retirement System. Contact the County Mayor's Office for specific information about

retirement benefits.

4. **Insurance Coverage**: - The Hartsville/Trousdale County Metropolitan Government provides basic health insurance coverage. In the event of a "qualifying event" that terminates benefits, the local government will offer employees and their dependents the opportunity to extend their health insurance coverage under COBRA. Regular full-time employees shall be eligible for health insurance benefits on the 1<sup>st</sup> day of the next month following a new hire or promotion from part-time to full-time.
5. **Consolidated Omnibus Budget Reconciliation Act (COBRA)**
  - a. Hartsville/Trousdale County adheres to all the requirements of the Consolidated Omnibus Budget Reconciliation Act (COBRA) as they apply to our employees. Should employees lose their health care coverage under our health care plan as the result of a qualifying event, employees and employees' spouses and dependent children will be given the opportunity to continue to purchase coverage as a group member for the legally specified period of time following the loss of coverage.
  - b. Although employees' right to elect continuation coverage occurs upon the occurrence of a qualifying event to employees, coverage is not automatic. Employees and employees' spouses and dependents must make an affirmative election of coverage before coverage will begin. An election form will be sent with the notice of eligibility. The election must be made within sixty (60) days of the date coverage is lost or the date that the notice of eligibility is sent, whichever is later. An election is considered to have been made on the date employees send in the election form or a letter indicating an election is being made.
  - c. Employees are eligible for continuation coverage if terminated from employment for any reason other than for gross misconduct or if a reduction in hours results in the loss of coverage under our group health plan. Continuation coverage will be available for eighteen (18) months from the date of termination or reduction in hours for employees, employees' spouses, and dependent children.
  - d. We will give the employee notice of their right to elect continuation coverage within fourteen (14) days after the plan administrator is notified that the employee has incurred a qualifying event. The County will notify the plan administrator within thirty (30) days of the employee's death, termination, reduction in hours of employment, or entitlement to Medicare. The employee or the employee's qualified beneficiary must notify the plan administrator within sixty (60) days of a divorce or legal separation or the date on which the employee's child ceases to be a dependent under our health plan rules.
  - e. We will mail notice of the right to elect continuation coverage to the employee and their qualified beneficiaries by first-class mail to their last known address and to the last known address of the qualified beneficiaries. It is the responsibility of the employee to make sure the insurance clerk has the correct address and all relative information of any beneficiaries.
6. **Others**: - Other deductions may be made from an employee's pay only with a signed consent from the employee or applicable court order.

**J. OVERTIME**

1. Employees required to work overtime shall be compensated in accordance with the Fair Labor Standards Act (FLSA) at a rate of one and one-half (1½) times the employee's regular pay rate. Salaried personnel and officers of the Hartsville/Trousdale County Metropolitan Government are exempt from the overtime provisions.
2. Employees must work 40 hours before overtime takes effect. Vacation, Sick Leave and Personal time off will not count as time worked for overtime. Only Holiday, Administrative Leave, and Military Leave will count as time worked.
3. EXEMPT EMPLOYEES WILL NOT RECEIVE OVERTIME PAY  
THESE POSITIONS ARE: Elected Officials, and other Officials having a statutory salary established by the State of Tennessee or designated as salary when hired.

**K. COUNTY RESCUE SQUAD AND COUNTY FIRE DEPARTMENT VOLUNTEER HOURS DURING REGULAR BUSINESS HOURS**

1. Any County Government employee who serves as a volunteer with the Trousdale County Rescue Squad or Trousdale County Fire Department may leave their department during regular working hours and retain their rate of pay, per Department Head approval, to respond to an emergency call. The employee must document when they leave their department at the time of the call on their timesheet. The employee will need to document a separate timesheet for their volunteer hours with the Rescue Squad or Fire Department. After the Rescue Squad or Fire Department Head has dismissed the employee from the call and it is still within the scheduled working hours, the employee must report back to their department to finish out their day.
2. The Rescue Squad and Fire Department designated Per Diem will be earned on any emergency call outside of regular working hours.
3. Employees who are found falsifying timesheets will be subject to disciplinary action up to and including dismissal.

## **SECTION V – BENEFITS**

### **SECTION V-1: APPLICABLE TO ALL FORMER TROUSDALE COUNTY GOVERNMENT EMPLOYEES AND ALL NEW HIRES AS OF JANUARY 1, 2001.**

*BENEFITS FOR EMPLOYEES WHO WERE EMPLOYEES OF THE FORMER TOWN OF HARTSVILLE PRIOR TO JANUARY 1, 2001 ARE ADDRESSED IN **SECTION V-2.***

#### **A. ELIGIBILITY**

1. Regular full-time employees are eligible for all benefits provided by the Hartsville/Trousdale County Metropolitan Government. Seasonal, part-time, temporary, and volunteer employees receive no benefits. Volunteer firefighters and emergency management personnel receive no other benefits except coverage under the local government's workers compensation plan.
2. A Request Leave Form signed by the employee and department head/official must be submitted along with the employee's timesheet for the employee to receive the approved leave pay.

#### **B. HOLIDAYS**

1. The following holidays will be declared official holidays, and full-time employees will be excused from work without charge to leave:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans Day	November 11
Thanksgiving Day	4th Thursday & Friday in November
Christmas Eve	December 24
Christmas	December 25
New Year's Eve	December 31

#### **Applies to Monday-Friday employees only**

2. When a holiday falls on Saturday, the Friday prior to the holiday is substituted.
3. When a holiday falls on Sunday, the Monday following the holiday is substituted.
4. On those occasions when Christmas falls on Saturday, the Christmas holiday will be observed on the subsequent Monday.
5. If the observed day falls on a day an office is normally closed, the next regular workday will be observed.
6. A holiday is to be paid on the basis of the employees' typical workday.
7. **All full-time employees will receive holiday pay not to exceed the employees' typical workday at their regular rate:**
  - a. provided they work a full shift on their last scheduled work shift prior to the paid holiday,
  - b. provided they work a full shift on their first scheduled work shift following the holiday, or

- c. should they be unable to work either of those two days because of illness.
8. Holiday pay will not be paid if:
- a. the employee is on layoff status,
  - b. the employee is a temporary or seasonal employee; part-time,
  - c. the employee's department is not in operation because of a temporary shutdown,
  - d. the employee is on a non-pay leave of absence when the holiday occurs,
  - e. the employee is requested to work during a paid holiday and the employee refuses to do so.
9. If an employee is on sick leave a physician's certificate/note excusing the employee from working the day before, the day of, and/or the day after a holiday must be presented or the employee will not receive pay for the holiday.

**C. SPECIAL PAY PROVISIONS**

- 1. Every effort will be made to allow all employees off on each designated holiday. If it is necessary, with department head approval, for an employee to work on a holiday, the employee will be paid the employee's typical workday holiday pay plus the hours worked at regular rate.

**D. VACATION LEAVE**

- 1. Vacation is based on the fiscal year.
- 2. An eligible employee earns and accumulates annual leave for each month of service or major fraction thereof. It is earned and maximum accumulations allowed as follows:
  - a. Employees with less than five (5) years of full-time service accrue at the rate of one (1) workday for each month of service or major fraction thereof and may accumulate a maximum of thirty (30) workdays (240 hours).
  - b. Employees with five (5) years of full-time service and less than ten (10) years of full-time service accrue at the rate of one and one-half days for each month of service or major fraction thereof and may accumulate a maximum of thirty-six (36) workdays (288 hours).
  - c. Employees with ten (10) years and less than fifteen (15) years of full-time service accrue leave at the rate of one and three-fourths days for each month of service or major fraction thereof and may accumulate a maximum of thirty-nine (39) workdays; (312 hours).
  - d. Employees with more than fifteen (15) years of full-time service accrue leave at the rate of two (2) days for each month or major fraction thereof and may accumulate a maximum of forty-two (42) workdays (336 hours).
- 3. An employee is not eligible to earn vacation time until the employee has completed the six-month probationary period.
- 4. Part-time employees do not qualify for vacation leave. However, part-time employees promoted to full-time status may count their first full day and forward of part-time employment with the Hartsville/Trousdale County Government toward the fulfillment of the six (6) month probationary period.

5. Vacation leave may be used only at times approved in advance by the employer. Vacation requests will be honored to the extent possible.
6. If two or more employees request vacation for the same period of time, it will be the employer's decision as to whether this will create a hardship upon the department. If it is determined that it is not possible for both employees to be on vacation at the same time, the request of the employee who first asked for vacation time will be honored.
7. No employee may give or loan vacation time to another employee.
8. Upon the termination of employment of an employee, the employee shall be entitled to payment for any unused vacation time which has accrued. Payment shall be made based upon the daily rate of compensation the employee receives as of the time of termination.
9. Vacation time cannot be used during a two week notice period. If an employee turns in a written two-week notice, the employee will be eligible for payout of their unused vacation on their last payroll. In the event an employee does not give a written two-week notice, any unused vacation will be forfeited consistent with the separation policy stated in Section VI.

#### **E. SICK LEAVE**

1. Sick leave shall be considered a benefit and privilege and not a right. Full time employees will receive full pay during incapacity caused by illness or accident if sick leave is taken. Sick leave is earned at the rate of one workday per month. **Employees hired on or before the 15th of the month accrue one (1) day of sick leave at the end of that month. Employees hired on or after the 16th of the month do not accrue any sick leave for that month. There is no maximum amount of days that can be accumulated.** (i.e. one typical workday earned at the end of the first month – these hours shall be available to use on the first day of the following month). The six (6) month probationary period shall not prevent the accrual of sick leave or use of earned sick leave during this time. *For retirement purposes, these days can build toward retirement with no maximum. This sick leave can be carried from one calendar year to the next.* Accumulated sick leave has no value except for the purpose granted, and in the event of separation (with the exception of retirement) all unused sick leave shall be forfeited.
2. An employee may utilize sick leave allowance for absence due to their own illness or injury or the illness or injury of an immediate family member (i.e., spouse, child, and parent). Sick leave may also be used for appointments with a licensed doctor, dentist or recognized practitioners. When appropriate, a partial sick day may be used rather than a full day. No employee may give or loan sick leave time to another employee.
3. Employees are required to notify the employer as early as possible on the first day of their sick leave absence. An employee who claims sick leave, and the sickness or injury causes the employee to miss three (3) or more consecutive workdays, shall be required to furnish a certificate/note from a medical provider stating the general nature of the sickness or injury on the day they return to work. Emergency Medical Technicians/Paramedics who claims sick leave, and the sickness or injury causes the employee to miss four-eight (48) or more consecutive work hours, shall be required to furnish a certificate/note from a medical provider stating the general nature of the

sickness or injury on the day they return to work. The doctor's statement should also provide that said employee has been incapacitated from work for the period of their absence, and that they are again physically able to perform their duties. Failure to provide the doctor's statement shall result in the days missed being considered unauthorized absences under Section VI (A)(1)(a), Resignation.

4. Employees who have used all their sick leave will not receive financial compensation for additional days needed due to illness or injury. For any additional time needed, the employee will be considered as on leave without pay status unless the employee has any accumulated vacation time remaining. The employee may request the use of vacation time.
5. After a sick leave absence of ten (10) working days, an employee must request Family Medical Leave (FMLA) in order to keep all benefits in place during the absence. Please refer to the section of FMLA on page (will insert page number at final draft) to see what qualifies as FMLA.
6. Sick leave will not be accumulated when an employee is on any unpaid leaves of absences.
7. Upon retirement from Hartsville/Trousdale County, any employee who has unused accumulated sick leave at the date of their retirement may receive one month of retirement credit for each twenty (20) days of leave. This is in accordance with the policy established by the Tennessee Consolidated Retirement System. Certification of such conversion credits will be required from the department the employee retires.

#### **F. COVID-19 SICK LEAVE POLICY**

1. **Eligibility.** All current full and part-time employees scheduled but unable to work (or telework) between the dates of January 1, 2021 and December 31, 2024 due to one of the following reasons are eligible for COVID-19 sick leave:
  - a. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19. A copy of the federal, state, or local quarantine or isolation order related to COVID-19 applicable to the employee or the name of the government entity that issued the order must be submitted to support the employee's COVID-19 sick leave request.
  - b. The employee has been advised by a licensed health care provider to quarantine or self-isolate due to concerns related to COVID-19. Written documentation by a health care provider advising the employee to quarantine or self-isolate due to concerns related to COVID-19 or the name of the provider who advised the employee must be submitted to support the employee's COVID-19 sick leave request.
2. **Amount of COVID-19 Sick Leave:** Eligible employees have up to ten (10) working days of COVID-19 sick leave available to use for qualifying reasons. For employees with varying hours, one of two methods for computing the number of hours paid will be used:
  - a. If the employee has worked 6 months or more, the average number of hours that the employee was scheduled per day over the 6-month period ending on the date

- on which the employee takes leave, including hours for which the employee took leave of any type.
- b. If the employee has worked less than 6 months, the expected number of hours to be scheduled per day at the time of hire.
3. **Consecutive COVID-19 Sick Leave.** Because all other reasons for COVID–19 sick leave could potentially expose an employee or others in the workplace to the virus, once an employee begins taking leave for reasons 1-2 above, the employee must use the permitted days of leave consecutively until the employee no longer has a qualifying reason to take COVID–19 sick leave.
  4. **Rate of Pay:** COVID–19 sick leave will be paid at the employee's regular rate of pay without consideration of overtime pay.
  5. **Interaction with Other Paid Leave:** The employee may use COVID-19 sick leave under this policy before using any other accrued paid time off for the qualifying reasons stated above.
  6. **Procedure for Requesting COVID-19 Sick Leave:** Employees must notify their **DEPARTMENT HEAD OR ELECTED OFFICIAL** of the need and specific reason for leave under this policy as soon as possible on the first day of their COVID-19 sick leave absence. A COVID-19 Sick Leave Request Form will be provided to all employees. Verbal notification will be accepted until practicable to provide written notice.
    - a. COVID-19 sick leave must be approved by the employee's **DEPARTMENT HEAD OR ELECTED OFFICIAL** in the same manner as all approved leave requests using the approved COVID-19 Sick Leave Request Form
    - b. Once COVID-19 sick leave has begun, the employee and their supervisor must determine reasonable procedures for the employee to report every three (3) working days on the employee's status and intent to continue to receive COVID–19 sick leave.
    - c. During a period of COVID-19 sick leave, the employee must certify that the employee will not work for another employer during what would have been the employee's normal work hours for the Hartsville/Trousdale County Government. An employee who falsely certifies they will not work for another employer during those normal work hours, and does in fact work for another employer, will be subject to discipline under Section VI.
  7. **Documentation required for COVID-19 sick leave to be paid.** The employee must submit to their **DEPARTMENT HEAD OR ELECTED OFFICIAL** the following documents (if applicable):
    - a. Any quarantine order, self-isolation order, doctor note, or test results should be submitted via email, text or fax to the employee's **DEPARTMENT HEAD OR ELECTED OFFICIAL** as soon as possible after receipt, but no later than 24 hours after the documentation is received.
    - b. signed leave request form; and
    - c. return to work form.
    - d. All required documentation must be stapled to the employee's timesheet and submitted to the Mayor's Office along with the employee's timesheet.

**IF THE REQUIRED DOCUMENTATION IS NOT PROVIDED AT THE SAME TIME AS THE EMPLOYEE'S TIMESHEET, THE EMPLOYER WILL EXHAUST REGULAR SICK AND VACATION LEAVE OR THE EMPLOYEE WILL BE GIVEN LEAVE WITHOUT PAY.**

8. **Employees who have previously tested positive.** An employee who has previously tested positive for COVID-19 and has since recovered, may receive COVID-19 sick leave if they meet the following requirements:
  - a. They are showing symptoms of COVID-19; and
  - b. have consulted a healthcare provider; and
  - c. no other cause can be found for the symptoms;OR
  - d. the employee tests positive for COVID-19.The employee must submit written documentation by a licensed health care provider advising the employee to self-quarantine due to concerns related to COVID-19.
9. **Carryover:** COVID-19 sick leave under this policy will not be provided beyond December 31, 2024. Any unused COVID-19 sick leave will not carry over to the next year or be paid out to employees and does not count toward retirement calculation for the Tennessee Consolidated Retirement System.
10. **Exhausted COVID-19 Sick Leave:** When the employee has exhausted their allotted COVID-19 sick leave is and the employee is still under orders to quarantine, the employee must use accrued leave under the FMLA policy.
11. **Return to work.** Upon returning to work, an employee must fill out, sign and submit to the **DEPARTMENT HEAD OR ELECTED OFFICIAL** the approved COVID-19 Return To Work Form.
12. **No Penalty:** No employee who appropriately utilizes COVID-19 sick leave under this policy will be discharged, disciplined, or discriminated against for work time missed due to this leave.

Please contact the Human Resources office with any questions.

**G. LEAVE OF ABSENCE WITHOUT PAY**

1. After an employee has exhausted their accrued sick and vacation leave or has not completed the six (6) month probationary period, a leave of absence without pay may be granted at the discretion of the employer. No department head will grant a leave of absence without pay until an employee has exhausted their sick and vacation leave and has completed their six (6) months probationary period.
2. A leave of absence without pay may also be granted as a reasonable accommodation to people with disabilities. The employee may be placed on a special leave without pay, or the employee may be terminated if he/she is unable to perform their job or another job with or without reasonable accommodation.
3. If the employee should be able later to return to work, upon presentation of certification by a doctor, he/she shall be given preference for employment for which he/she is qualified.
4. During periods of unpaid leave, the employee will not accrue vacation or sick leave benefits if in an unpaid leave status for more than 10 working days per month. The absence without pay leave shall not extend for a period in excess of six (6) months.

5. Benefits will not be paid by the Hartsville/Trousdale Government during absence without pay. The employee may pre-pay benefits during this leave period to continue coverage.
6. For employees who have not yet completed their six (6) month probationary period, but are granted a leave of absence without pay status by the Elected Official/Supervisor the following shall apply:
  - a. All time worked prior to the "leave of absence without pay" status shall be counted toward the probationary period when said employee returns to work. In other words, the employee will "pick up where they left off" in meeting the probationary period requirement.
7. The County will endeavor to return employees to the same or equal job they had prior to the leave of absence. We cannot guarantee the same job; however, the employee will suffer no loss in employment status. Employees who are granted a leave of absence for any reason shall suffer no loss in net creditable service to the County as far as vacation, retirement, and length of service awards are concerned. All health benefits coverage will continue during the leave of absence, provided the employee plans to return to work and continues to pay the current percentage of the premium paid by working employees.

#### **H. FAMILY AND MEDICAL LEAVE POLICY**

1. The Family and Medical Leave policy is applicable to both male and female employees who have worked at least twelve (12) months for the local government and who have worked at least one thousand two hundred fifty (1,250) hours during the preceding twelve (12) month period. Public agencies are covered without regard to the number of employees. Special rules apply for husbands and wives employed by the same employer, for highly compensated employees, and for local educational agencies.
2. People who are NOT covered include: elected officials, political appointees, volunteers, independent contractors, and legal advisors.
3. Under the act, an eligible employee may take up to 12 weeks of unpaid leave in a 12-month period for the birth and care of a child or the placement and care of a child for adoption or foster care. Leave may also be taken to care for the employee, a child, spouse, or a parent who has a serious health condition.
4. An expectant mother may take unpaid Family and Medical leave upon the birth of the child, or prior to the birth of the child, for necessary medical care and if her condition renders her unable to work. Similarly, for adoption or foster care, leave may be taken upon the placement of the child or leave may begin prior to the placement if absence from work is required for the placement to proceed.
5. An employee may take unpaid leave to care for a parent or spouse of any age who, because of a serious mental or physical condition, is in the hospital or other health care facility. An employee may also take leave to care for a spouse or parent of any age who is unable to care for their own basic hygiene, nutritional needs or safety.
6. Eligible employees who are unable to perform the functions of their position because of a serious health condition may also request up to twelve (12) weeks unpaid leave. Employees requesting Family and Medical leave due to their own

illness or injury shall use any sick leave or annual leave beginning with the date that Family and Medical leave commences. Family and Medical leave must commence upon ten (10) working days absence from the job and will be retroactive to the first day of absence. All sick and annual leave will run concurrent with Family and Medical Leave. The combination of sick leave, annual leave, and unpaid leave, however, may not exceed twelve (12) weeks. Employees requesting Family and Medical Leave may use unpaid leave. During periods of unpaid leave, an employee will not accrue any additional seniority or leave if off more than ten (10) working days.

7. If the employee does not return to work at the expiration of family and medical leave, Hartsville/Trousdale County will require the repayment of health insurance premiums it paid on the employee's behalf during the leave period. Reimbursement will not be required if the employee does not return from leave because of the continuance, recurrence, or onset of a serious health condition that prevents the employee from performing their job or because of further circumstances that are beyond the employee's control.

#### **I. BEREAVEMENT LEAVE**

1. In case of death in the employee's immediate family, the employee will be given three (3) working days paid leave which will not be charged to vacation leave. Immediate family shall be defined as spouse; parent; stepparent; children; stepchildren; son-in-law; daughter-in-law; brothers; stepbrothers; sisters; stepsisters; mother-in-law; father-in-law; grandparents; step grandparents; grandchildren; or step-grandchildren of the employee and legal guardians or dependents.

#### **J. VOTING LEAVE**

1. Under T.C.A. § 2-1-106, any person who is entitled to vote in an election held in Tennessee is entitled to take a reasonable amount of time off from work, up to three (3) hours, in order to vote during the hours, the polls are open in the County where the employee is a resident. The state law further provides that the employee cannot be penalized or suffer a reduction in pay due to the absence. There is an exception to this requirement, if the employee's work period begins three or more hours after the opening of the polls or ends three or more hours before the closing of the polls, then the employer does not have to allow any time off from work. County employees who report to work at 7 AM or before 10 AM will be allowed to leave work at 4 PM (if still at work) to exercise their right to vote. The employee will receive regular compensation during this period and leave time will not be affected. Voting time shall not be counted as working time for overtime computation.

#### **K. JURY AND COURT DUTY**

1. It is desirable for all employees to fulfill their duty to serve as members of juries or to testify when called in both Federal and State courts. Therefore, the following procedures shall regulate when an employee is called for jury duty or subpoenaed to court:
  - a. The employee will be granted a leave of absence when the employee is subpoenaed or directed by proper authority to appear in Federal or State court as a witness or juror.
  - b. The employee will receive their regular compensation during the time he is serving on jury duty.

- c. The employee may retain all compensation or fees which he receives for serving as a Juror.
  - d. If the employee is relieved from court or jury duty during working hours, the employee must report back to their employer.
2. The above provisions concerning compensation for time in court do not apply if the employee is involved in private litigation. On these occasions, the employee must take vacation leave or leave without pay.

## **L. MATERNITY/PATERNITY LEAVE**

### **T.C.A. 4-21-408. Maternity Leave**

1. Employees who have been employed by the same employer for at least twelve (12) consecutive months as a full-time employee, as determined by the employer at the job site or location, may be absent from such employment for a period not to exceed four (4) months for adoption, pregnancy, childbirth and nursing the infant, where applicable (such period to be hereinafter referred to as "leave") in this section. With regard to adoption, the four (4) month period shall begin at the time an employee receives custody of the child.
2. Employees who give at least three (3) months advance notice to their employer of their anticipated date of departure for leave, their length of leave, and their intention to return to full-time employment after leave, shall be restored to their previous or a similar position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave.
3. Employees who are prevented from giving three (3) months' advance notice because of a medical emergency which necessitates that leave begins earlier than originally anticipated, shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) months advance notice.
4. Employees who are prevented from giving three (3) months' advance notice because the notice of adoption was received less than three (3) months in advance shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) months' advance notice.
5. Leave will be without pay unless the employee has sick or annual accumulated leave and may be granted for a period not to exceed sixteen (16) weeks. Leave shall not affect the employees' right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the employees were eligible at the date of their leave, and any other benefits or rights of their employment incident to the employees' employment position; provided, that the employer need not provide for the cost of any benefits, plans or programs during the period of such leave, unless such employer so provides for all employees on leave of absence.
6. If an employee's job position is so unique that the employer cannot, after reasonable efforts, fill that position temporarily, then the employer shall not be liable under this section for failure to reinstate the employee at the end of the leave period.
7. The purpose of this part is to provide leave time to employees for adoption, pregnancy, childbirth, and nursing the infant, where applicable; therefore, if an employer finds that the employee has utilized the period of leave to actively pursue other employment opportunities, or if the employer finds that the employee has

worked part-time or full-time for another employer during the period of leave, then the employer shall not be liable under this part for failure to reinstate the employee at the end of the leave.

8. Whenever the employer shall determine that the employee will not be reinstated at the end of the leave because the employee's position cannot be filled temporarily or because the employee has used the leave to pursue employment opportunities or to work for another employer, the employer shall so notify the employee.
9. Employees must return to their job with the appropriate release and approval of their personal physician no more than sixteen (16) weeks after leave begins. After this period, an extension may be granted if medical conditions exist that are substantiated by their physicians. This extension ends the parental leave and becomes a leave of absence.
10. Maternity / Paternity (Parental?) leave, as well as other types of leave that meet the eligibility requirements, will run concurrent with the Family and Medical Leave Act.
11. Nothing contained within this section shall be construed to:
  - a. Affect any bargaining agreement or local government policy that provides greater or additional benefits than those required under this section; or
  - b. Apply to any employer with fewer than one hundred (100) full-time employees on a permanent basis at the job site or location.

#### **M. IN LINE OF DUTY INJURY LEAVE**

1. An employee sustaining an injury during the course and scope of their employment which is determined to be compensable under the provisions of the Worker's Compensation Law shall be entitled to receive in-line-of- duty injury leave. This leave shall not be counted against any accrued sick leave which the employee has accumulated. Benefits which are receivable by the employee will be determined by the provisions of the Workers' Compensation Law.
2. All injuries arising out of and in the course of one's employment shall be governed by the Tennessee workers' compensation law. Employees on occupational disability leave shall receive only those benefits due under workers compensation.
3. No employee will pursue other employment opportunities, either full-time or part-time, for another employer while on worker's compensation leave.
4. Should an employee be unable to return to work within three (3) months from the day following the date of injury, the employee may be subject to separation only if they:
  - a. Cannot perform the essential functions due to a disability that cannot reasonably be accommodated;
  - b. Poses a direct threat to themselves and/or others
  - c. Is unable to perform the essential functions due to a temporary condition or disability not protected by the ADA.

#### **N. ADMINISTRATIVE LEAVE WITH PAY**

1. Absence with pay for administrative purposes may be granted to full time employees by the employer as long as funding is available for such leave. Such leave is available only for days an employee is schedule to work. Leave must be for a good cause as determined by the employer.

2. This leave shall not exceed three (3) working days per fiscal year unless exceptional circumstances exist and cannot be carried forward to the next fiscal year.
3. All administrative leave with pay must have supporting documentation with employee's timesheet.
4. Administrative Leave cannot be carried forward as a leave to be used at the employee's discretion.

**O. INCLEMENT WEATHER CONDITIONS**

1. It is Hartsville/Trousdale County's policy to continue operations despite weather conditions unless an emergency threatens to make employee transportation to or from work impossible or dangerous. Employees are expected to show up for work regularly and on time except when transportation is impossible.
2. The Mayor and/or Constitutional Officers will determine whether the Hartsville/Trousdale County Government's offices are closed due to inclement weather, and if the Mayor or constitutional officer chooses to close, full time employees should be granted administrative leave by their department head/constitutional officer.
3. In case of severe weather, employees must look out for their own safety. However, this does not mean a free day off. Unless management has closed the County facility, employees are expected to come to work; otherwise, the employee will be charged vacation time.
4. If the County facility opens and is forced to close early because of the weather, all employees who reported to work will be paid for time worked. Full-time employees who reported to work will be paid for the time worked, and the remainder of their scheduled shift will be paid as administrative leave. Employees who made no effort to come in will not be paid. All employees are urged to make every possible effort to get to work if the facility remains open.
5. If the facility remains open and employees do not come to work, they may use a vacation day instead of losing pay.
6. No wage/salary decisions will transgress the requirements of federal and state regulations. When weather conditions make it hazardous for employees to report for work, they should:
  - a. call the department head or designated contact; or
  - b. listen to local radio and television stations for closure announcements.
7. The following payroll guidelines have been established for hourly employees reporting to work when the County opening is delayed due to bad weather conditions.
  - a. Employees who do not report to work will not be paid for the day. With supervisory approval, they may take the day as a vacation day.
  - b. Overtime pay will apply to only those employees who have worked over 40 hours that week (unless state regulations dictate otherwise).

**P. MILITARY LEAVE**

1. Any employee who is a member, or may become a member, of any reserve component of the armed forces of the United States or of the Tennessee Army and Air National Guard, will be entitled to a leave of absence from their respective duties for periods of military service during which they are engaged in the performance of

duty or training in the service of this state, or of the United States, under competent orders. While on such leave, the employee will be granted paid leave up to twenty (20) days in any one (1) calendar year. Qualified employees who seek paid leave under this policy must provide the official order calling for their service or training to their supervisor. It is the responsibility of the employee to make arrangements with their department head for leave to attend monthly meetings on regular off-time, with the expectation that the paid leave granted herein will be applied to the annual training periods required for reservists.

2. Any employee who is a member of the armed forces of the United States (including the Army, Army Reserves, Army National Guard, Navy, Naval Reserve, Marine Corps, Marine Corps Reserve, Air Force, Air Force Reserve, Air National Guard, Coast Guard, Coast Guard Reserve, Commissioned Corps of the Public Health) who is called to active duty will be placed on military leave. Such employee must present their supervisor or department head with advance notice of their active-duty orders. The employee's seniority, status and pay will remain unchanged during their time of military leave. Continued health insurance coverage will be offered up to 18 months, with the employee paying premiums due for such policy. An employee wishing to continue health insurance coverage during their military leave shall provide a mailing address where notices of premium payments due may be sent.
3. The process for reinstatement of employees returning from military leave begins when the employee submits an "application for re-employment." Said applicant must be submitted:
  - a. on the first workday back for employees deployed 30 days or less;
  - b. within 14 days of the end of service for employees deployed up to 180 days; and
  - c. within 90 days of the end of service for employees deployed 181 days or longer
4. The returning employee will be re-employed in the position they would have attained had they not been absent for military service, with the same seniority, status and pay.

#### **Q. TERMINATION PAY**

1. An employee, whose services are being terminated, either voluntarily or involuntarily, shall be paid for all regular earnings which are due and accrued plus all accrued vacation time, and overtime.
2. Unused vacation time will be paid if the employee has given an acceptable two-week notice.
3. The employee will not be compensated for any unused sick leave days.
4. In the event of death, the amount owing to the employee shall be paid to their estate or to the surviving spouse as may be required by law.

#### **R. PART-TIME EMPLOYEES**

1. A part-time employee designation will be used for those employees whose regular assigned work schedule is less than thirty (30) hours per week. The benefits set out in this manual are intended to apply only to full-time employees. These rules and regulations are not intended to establish paid leave of any kind for part-time employees.

## **SECTION V-2: BENEFITS APPLYING TO FORMER TOWN OF HARTSVILLE EMPLOYEES ONLY**

*All employees of the former Town of Hartsville are governed by the benefit policies listed in Section V-1. Also, the following exceptional benefits are provided as a part of the provisions of the Hartsville/Trousdale County Charter which protect the benefits of those employed by the former Town of Hartsville prior to January 1, 2001.*

### **A. HOLIDAYS**

1. Former Town of Hartsville employees shall receive the same holidays as are given to all former Trousdale County employees and new hires of the Hartsville/Trousdale County Government (refer to Section V.1.B.). This does not constitute a loss of benefits for former Town of Hartsville employees regarding the former Town giving the day after Christmas as a holiday. This holiday benefit is merely changed from the day after Christmas to Christmas Eve. Former Town employees still will receive 2 days holiday for Christmas.

### **B. HOLIDAY PAY**

1. When an employee must work on a holiday, the employee will be paid at the rate of two-times (2) their regular pay rate for all scheduled time worked on the day observed as the holiday (double time).

### **C. VACATION LEAVE**

1. All full-time employees of the former Town of Hartsville shall be entitled to annual leave days per month in accordance with the number of years worked as follows:

#### **REGULAR FULL-TIME EMPLOYEES (40 HOURS)**

<b>YEARS OF SERVICE</b>	<b>DAYS EARNED PER MONTH</b>	<b>MAXIMUM ACCRUAL</b>
<b>LESS THAN 10</b>	1.0 DAY	30 DAYS
<b>10 BUT LESS THAN 15</b>	1.5 DAYS	36 DAYS
<b>15 BUT LESS THAN 20</b>	1.75 DAYS	39 DAYS
<b>OVER 20</b>	2.0 DAYS	42 DAYS

2. Annual leave shall be computed from July 1st of each fiscal year. Annual leave earned in a calendar year shall be taken during the following calendar year. Annual leave shall not accrue beyond the maximum allowed accrual (see table above). Employees may not borrow against future vacation leave nor may they transfer it to other employees.
3. Annual leave, so far as practical, will be granted at the time desired by employees, but annual leave in each department must be scheduled to assure orderly operation and adequate, continuous service to the public. Department heads must plan with employees in their department an orderly annual leave schedule. Holidays, as defined above, shall not be counted as annual leave days, however, if a holiday falls on an employee's scheduled vacation leave day, the employee shall be credited with another vacation day in lieu of the holiday.
4. In the event of resignation, termination, layoff, or a leave of absence, the employee shall not lose any accumulated vacation leave and shall be paid for the unused vacation leave on the employee's last pay check. With the approval of the department head or the County Mayor, an employee may receive payment of wages in lieu of vacation time. This can occur no more than two consecutive years.

#### **D. SICK LEAVE**

1. All former Town of Hartsville employees shall be given one- half (1/2) day of sick leave with pay for each month of work for the Hartsville/Trousdale County Government to a maximum accumulation of thirty (30) days.
2. Sick leave may be granted for:
  - a. Personal illness or physical incapacity resulting from causes beyond the employee's control.
  - b. Exposure to contagious disease so that the employee's presence at work might jeopardize the health of others;
  - c. Medical, dental, optical or other professional treatments or examinations;
  - d. Acute illness of a member of the employee's immediate family (i.e., spouse, parents, sibling, children, in-laws, grandparents).
  - e. Pregnancy, adoption, and the birth of a child.
3. Upon termination or resignation, any unused sick leave shall not be cashed in for compensation and shall be forfeited by the employee. When an employee is separated from the town due to lay-off, the employee's accumulated sick leave will be banked and made available to the employee upon re-employment. Employees may not borrow against future sick leave or transfer earned sick leave to another employee.

**NOTE: BENEFIT POLICIES HEREIN LISTED ABOVE FOR THE FORMER TOWN OF HARTSVILLE EMPLOYEES TAKE PRECEDENT OVER OTHER BENEFIT POLICIES ADDRESSED ELSEWHERE IN THIS DOCUMENT, SHOULD THERE BE A CONFLICT IN THE DIRECTIVE OF THESE POLICIES.**

## **SECTION VI – SEPARATIONS AND DISCIPLINARY ACTIONS**

### **A. TYPES OF SEPARATIONS**

1. All separations of employees from positions with the local government shall be designated as one of the following types and shall be accomplished in the manner indicated: Resignation, layoff, death, retirement, dismissal, and suspension. An employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will not be eligible for rehire.
  - a. **Resignation.** To resign in good standing, employees should give their department head / constitutional officer and / or supervisor at least fourteen (14) calendar days notice. In such a case, employees will be expected to return any or all local government equipment assigned. When employment ends for any reason, employees should contact the department head / constitutional officer and / or supervisor relative to any monies due the employee. **An unauthorized absence from the workplace of a period of three (3) consecutive working days shall be considered by the department head as a resignation.** If a former employee returns to local government employment, their status of seniority, pay leave, etc. will be the same as any new employee beginning work for the first time unless circumstances require a higher rate (inability to recruit qualified candidates). An employee's resignation will be effective upon the separation date given in the two (2) week [fourteen (14) calendar days] notice. In the absence of such notice, the separation date shall be the employee's last day worked. An employee's unused vacation leave cannot be used to extend the employee's separation date beyond the date stated in the fourteen (14) calendar days or beyond the last day worked. Any unused vacation leave shall be paid out on the next payroll date following the date of separation or last day worked.
  - b. **Layoff.** The department head may layoff an employee in the local government service when he/she deems it necessary by reason of shortage of funds, the abolition of a position, or other material changes in the duties or organization of the employee's position or for related reasons that are outside the employer's control and that do not reflect discredit upon the employee's service. Temporary employees shall be laid off before probationary or regular employees. The order of layoff shall be in reverse order to total continuous time served upon the date established for the layoff to become effective.
  - c. **Disability.** An employee may be separated for disability when he/she cannot perform the essential functions of the job because of physical or mental impairment that cannot be accommodated without undue hardship or because the disability poses a direct threat to the health and safety of others. Action may be initiated by the employee or the local government, but in all cases, it must be supported by medical evidence and the disability must prevent the employee from performing the essential functions of the job. The local government may require an examination at its expense to be performed by a licensed physician of its choice.
  - d. **Retirement.** Whenever an employee meets the conditions set forth in the retirement system's regulations, he/she may elect to retire and receive all benefits earned under the appropriate retirement system. Employees should notify their appropriate department head at least thirty (30) days in advance of retirement.

- e. **Death.** Upon the death of a full-time regular employee, their beneficiary will receive their next due payroll check and pay for accrued vacation time. Further, their beneficiary shall be given complete assistance by the local government personnel department in settling pension, life, and hospital insurance benefits, if such benefits have been provided by the local government. Separation shall be effective as of the date of death of an employee.

## **B. TYPES OF DISCIPLINARY ACTION**

1. Whenever an employee's performance, attitude, work habits, or personal conduct fall below desirable level, supervisors shall inform employees promptly and specifically of such lapses and shall give them counsel and assistance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. In some instances, a specific incident in and of itself may justify severe initial disciplinary action; however, the action to be taken depends on the seriousness of the incident and patterns of past performance and conduct.
2. For the purposes of definition, a Department Head can be any of the following positions: County Mayor, any of the Constitutional Officers, the Clerk and Master, the Circuit Court Clerk, or the Head of a specific Department within General County Services. For the purposes of definition supervisor can be the Department Head or an individual officially designated by the Department Head to oversee operations as directed by the Department Head.
3. The types of disciplinary action are:
  - a. **Oral Reprimand.** Whenever an employee's performance, attitude, work habits, or personal conduct fall below a desirable level, the Department Head shall inform the employee promptly and specifically of such lapses and shall give them counsel and assistance. If justified, a reasonable period of time for improvement may be allowed before initiating disciplinary actions. The Department Head may place a memo in the employee's file stating the date of the oral reprimand, what was said to the employee, and the employee's response. After sixty (60) days, the oral reprimand may be removed from the file.
  - b. **Written Reprimand.** In situations where an oral warning has not resulted in the expected improvement or when more severe initial action is warranted, a written reprimand will be delivered to the employee, and a copy will be placed in the employee's personnel folder. The Department Head administering the reprimand shall advise the employee that the action is a written reprimand and emphasize the seriousness of the problem; cite previous corrective actions and/or informal discussions relating to the offense; identify the problem and/or explain the offense; inform the employee of the consequences of continued undesirable behavior; detail corrective actions and identify dates by which the correction actions shall be taken.

At the conclusion of a conference with the employee, a signed copy of the written reprimand will be given to the employee and a copy placed in the employee's personnel folder. It is recommended that the affected employee sign the written reprimand to indicate that he/she has seen the document and to acknowledge receipt of the employee's copy. Should the employee refuse to sign the written reprimand, the Department Head will obtain a witness to sign and date the form and so indicate the employee's refusal to sign. An employee who disagrees with

the written reprimand may place a written statement of their objection in the personnel file.

- c. **Suspension.** An employee may be suspended with or without pay by their Department Head. The suspension will not exceed a total of (ten) 10 days in any 12-month period. Pursuant to the appeals procedures, a written statement of the reason for suspension shall be submitted to the employee affected at least 24 hours prior to the effective date of suspension. Under certain circumstances, an employee may be suspended without 24-hour notice, if in the best interest of the local government. The decision to suspend without notice must be made by the Department Head. During the advance-notice period, the employee may be retained in active-duty status, placed on leave, or suspended with or without pay at the discretion of the Department Head. The employee will be granted a hearing before the Department Head upon request, pursuant to the appeals process. An employee determined to be innocent of the charges shall be returned to duty with full pay for the suspension period. All records associated with a suspension shall become a permanent part of the employee's personnel file unless the employee is determined to be innocent of the charges.
- d. **Dismissal.** The Department Head may dismiss an employee for just cause that is for the good of the local government service. Reasons for dismissal may include, BUT ARE NOT LIMITED TO:
  - 1) Misconduct
  - 2) Negligence
  - 3) Incompetency or inefficiency in performing duties
  - 4) Conviction of a criminal offense or of a malfeasance involving moral turpitude
  - 5) Violating any lawful and reasonable regulation, order, or direction made or given by a superior, or insubordination that constitutes a serious breach of discipline
  - 6) Being intoxicated, drinking any intoxicating beverages, or being under the influence of a drug or narcotic while on duty
  - 7) Theft, destruction, carelessness, or negligence of local government property
  - 8) Disgraceful personal conduct or language toward the public, fellow officers, or employees
  - 9) Unauthorized absences or abuse of leave privileges
  - 10) Incapacity to perform the essential functions of a job because of a permanent or chronic physical or mental defect that cannot be reasonably accommodated
  - 11) Accepting any valuable consideration that was given with the expectation of influencing the employee in performing their duties
  - 12) Falsifying records or using official position for personal advantage
  - 13) Loss of an employee's driver's license and driving privileges by due process of law when the employee's position makes operating a motor vehicle necessary in performing their duties
  - 14) Violating any of the provisions of the local government charter, personnel ordinance, or these rules
4. Pursuant to the appeals procedure, the employee shall be furnished an advance written notice containing the nature of the proposed action, the reasons therefore, and the right to appeal the charges orally or in writing before the Department Head. When possible, the notice shall be furnished at least one calendar week prior to the

proposed effective date of the action. During this period, the employee may be retained on duty status, placed on leave, or suspended with or without pay at the discretion of the Department Head. If the employee fails to respond to the advance notice, the proposed action shall be effective on the date specified with no need for further action.

5. If the employee requests a hearing on the proposed action, the Department Head shall promptly set a date and time for the hearing and shall carefully consider all evidence presented before making a decision. **The decision of the Department Head shall be final.**

### **C. GRIEVANCE PROCEDURES**

1. A grievance is defined as an employee's feeling of dissatisfaction, and any differences, disagreements, or disputes arising between an employee and their supervisor and/or employer regarding some aspect of their employment, application or interpretation of regulations and policies, or some management decision affecting them. A grievance may be something real, alleged, or a misunderstanding concerning only administrative orders involving the employee's health, safety, physical facilities, equipment or materials used. Such misunderstandings, complaints, points of view, and opinions will be considered a grievance, except in cases where they relate to personnel actions arising out of pay, suspension, and dismissal.
2. It is the local government's desire to address grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be occasional grievances that will be resolved only after a formal appeal and review. Employees who have a complaint or grievance may discuss the grievance with their immediate supervisor, a higher-level supervisor, and/or the Department Head.
3. Every employee may present a complaint or grievance under the provisions of the grievance procedures free from fear, interference, restraint, discrimination, coercion, or reprisal. Steps of the grievance procedures are as follows:
  - a. **STEP ONE.** The employee makes an oral or written presentation of the complaint or grievance to the supervisor within three (3) working days from the incident that prompted the grievance. It shall be the supervisor's responsibility to promptly investigate the circumstances surrounding the grievance, discuss the matter with the appropriate Department Head, and take action, if possible. The supervisor shall inform the employee in writing of the decision and any action taken shall be taken within three (3) days from the date the grievance was filed, if appropriate. The supervisor shall prepare a written report of the complaint or grievance and provide a copy of it to the Department Head. Any supervisor in the chain-of-command shall attach their recommendation regarding the unresolved complaint or grievance if it proceeds to a higher level. No supervisor may hold a complaint longer than 72 hours without forwarding it to the next supervisory level.
  - b. **STEP TWO.** If the grievance cannot be resolved on an informal basis between the employee and supervisor, the employee may proceed to the second procedural step. Before proceeding, an employee must reduce the complaint or grievance to signed writing and request that the written statement be delivered to the Department Head. If an employee wishes a hearing, the Department Head will accommodate the employee. Upon hearing the grievance, the Department Head

must provide a written response to the employee and the immediate supervisor within three (3) days (72 hours) of the hearing.

- c. **STEP THREE.** If the grievance is not resolved with the Department Head, the employee may request in writing a hearing with the County Mayor. If applicable, the employee may request in writing a hearing with the Constitutional Officers, the Clerk & Master, or the Circuit Court Clerk. The County Mayor shall have ten (10) working days to schedule the hearing, after which the County Mayor shall provide a written response to the employee with copies to the department head and immediate supervisor. If applicable, the Constitutional Officers, the Clerk & Master, or the Circuit Court Clerk shall have ten (10) working days to schedule the hearing, after which the Constitutional Officers, the Clerk & Master, or the Circuit Court Clerk shall provide a written response to the employee with copies to the department head and immediate supervisor. Every attempt will be made to resolve the employee's grievance.
- d. **STEP FOUR.** If the grievance is not resolved with the County Mayor, the employee may request that their written complaint be heard by the governing body. If applicable, if the grievance is not resolved with the Constitutional Officers, the Clerk & Master, or the Circuit Court Clerk, the employee may request that their written complaint be heard by the governing body.

#### **D. POLICIES GOVERNING GRIEVANCE AND APPEALS PROCEDURES**

1. An employee with a grievance shall be notified in writing of their rights to:
  - a. A grievance or appeals hearing as specified in this policy;
  - b. Receive written notification of the reason for the action that led to the grievance;
  - c. Be represented at all stages of the grievance proceedings by legal counsel retained at the employee's expense;
  - d. Present witnesses in their own behalf and cross-examine witnesses in support of the local government's actions;
  - e. Examine and copy all documents that will be used by the local government as justification for its actions;
  - f. Be free from threats, coercion, intimidation, or discrimination from other employees because he/she has made complaints, testified, or assisted in any manner in the above-stated grievance and appeals procedures.
2. An employee must submit the request to the County Clerk for an appeal before the County Commissioners within three (3) calendar days of receiving notification of the action in question and must state their intent to have representation and to name the representatives. The County Clerk shall schedule a hearing not later than the next regular Commission meeting of receiving the employee's request for appeal. The action of the County Commission shall be final and binding on all parties involved, unless appealed to the Chancery Court by the employee.

#### **E. RECORDS**

1. Records shall be made of all proceedings pertaining to the personnel actions, and these records shall be maintained in the local government's permanent personnel file.

## **SECTION VII – MISCELLANEOUS PERSONNEL POLICIES**

### **A. USE OF GOVERNMENT TIME, FACILITIES, ETC.**

1. No employee of the Hartsville/Trousdale County Metropolitan Government shall use government time, facilities, equipment or supplies for private gain or advantage to oneself or any other private person or group.

### **B. SOLICITATION**

1. The local government believes that its employees should be free from frequent solicitations for charitable purposes. Therefore, solicitation shall be limited to as few visits as necessary during the course of the year. Any solicitation of employees must be approved by the appropriate official.

### **C. PERSONAL TELEPHONE CALLS**

1. Using the office telephone during regular work hours for local and/or long-distance personal calls, except in emergency cases, is discouraged.

### **D. FIGHTING, HORSEPLAY, DAMAGING LOCAL GOVERNMENT PROPERTY**

1. Fighting, horseplay, and intentionally defacing or damaging local government property is not permitted. Employees engaging in these activities will be subject to disciplinary action that could lead to discharge.

### **E. LOCKERS**

1. Lockers are the property of the local government and may be inspected at any time without notice as there may be no expectation of privacy in such property. Employee-assigned lockers (that are locked by the employee) are also subject to inspection after reasonable advanced notice.

### **F. GARNISHMENT**

1. Garnishment of wages, salaries or other compensation due from county to any of its officers or employees is permitted. Employers cannot retaliate against an employee based on a wage assignment for alimony or child support, but the employer may impose a service charge of up to five percent, not to exceed \$5.00 per month. The maximum amount of earnings that may be garnished is set out in T.C.A § 26-2-106. For federal law regarding garnishment, see 15 U.S.C. § 1672(b).

### **G. BULLETIN BOARD**

1. At numerous locations, the local government maintains bulletin boards on which important information connected with an employee's work is posted from time to time. Cooperation is needed in protecting the posted material.

### **H. USE OF LOCAL GOVERNMENT VEHICLES AND EQUIPMENT**

1. Hartsville / Trousdale Metropolitan Government is committed to promoting safe and responsible driving for all of its employees. To ensure that this commitment is followed through, the County has adopted a vehicle and equipment policy that requires all employees who operate County owned vehicles or equipment during the performance of their jobs, to do so in a lawful and safe manner. An employee who, at the County's request and through the County's authorization, is asked to operate a County vehicle/equipment or rented vehicle/equipment will do so for County business use only and will not be considered available for personal use in any way. No unauthorized persons will be permitted to operate a County vehicle or equipment.
2. The County has the sole discretion in determining who may operate County or County-sponsored vehicles or equipment, therefore, the County has the right to review any appropriate documents including but not limited to driving records, proof of a valid license, and automobile insurance information.

3. Employees must be 18 years of age to operate a County vehicle or equipment.
4. Employees are expected to take all steps necessary to avoid endangering themselves and others while operating County or County-sponsored vehicles or equipment on County business. To ensure this, employees authorized to operate County/County-sponsored vehicles or equipment are expected to ensure that all occupants wear safety belts when the vehicle or equipment is in operations and that the vehicle/equipment to which the employee is assigned is maintained in a safe driving/operating condition. Employees driving county owned or rented vehicles/equipment would comply with respective laws governing motor vehicle/equipment operations.
5. County employees will not use cellular telephones (unless they are equipped with hands-free operations) and from conducting any other activities which may impede the driver's ability to focus on safely operating the vehicle/equipment while it is in motion.
6. Any individual who is in violation with the safety expectations listed above may be subject to potential disciplinary action by the County up to and including termination.

**I. BUSINESS DEALINGS**

1. Except for the receipt of such compensation as may be lawfully provided for the performance of their local government duties, it shall be unlawful for any local government officer or employee to be privately interested in, or to profit, directly or indirectly, from business dealings with the Hartsville/Trousdale County Government.

**J. ACCEPTANCE OF GRATUITIES**

1. No local government officer or employee shall accept any money or other consideration or favor from anyone other than the local government for the performance of an act which he would be required or expected to perform in the regular course of their duties; nor shall any officer or employee accept, directly or indirectly, any gift, gratuity, or favor of any kind which might reasonably be interpreted as an attempt to influence their actions with respect to local government business.

**K. USE OF POSITION**

1. No local government officer or employee shall make or attempt to make private purchases, for cash or otherwise, in the name of the local government, nor shall he/she otherwise use or attempt to use their position to secure unwarranted privileges or exemptions.

**L. STRIKES AND UNIONS**

1. No local government officer or employee shall participate in any strike against the local government, nor shall he/she join, be a member of, or solicit any other local government officer or employee to join any labor union which authorizes the use of strikes by government employees.

**M. PARKING**

1. The local government does not assume responsibility for loss or damage any time to employee vehicles or their contents.

**N. DRUG FREE WORKPLACE**

1. Refer to the County's Drug and Alcohol Testing Policy.

## **O. WORKPLACE VIOLENCE AND HARASSMENT**

1. It is the policy of the Hartsville/Trousdale County Metro Government to promote a productive, safe and healthy work environment for all employees, customers, vendors, contractors and members of the general public and to provide for the efficient and effective operation of the Metro government's activities. The Hartsville/Trousdale County Metro Government will not tolerate verbal or physical conduct by an employee which harasses, disrupts or interferes with another's work performance or which creates an intimidating, offensive or hostile environment.
2. No employee or non-employee shall be allowed to harass any other employee or non-employee by exhibiting behavior including, but not limited to, the following:
  - a. **Verbal harassment** – Verbal threats toward persons or property; the use of vulgar or profane language directed towards others; disparaging or derogatory comments or slur; offensive flirtations or propositions; verbal intimidation; exaggerated criticism or name-calling; spreading untrue or malicious gossip about others.
  - b. **Physical Harassment** – Any physical assault, such as hitting, pushing, kicking, holding, impeding or blocking the movement of another person.
  - c. **Visual Harassment** – Displaying derogatory or offensive posters, cartoons, publications or drawings.
3. Charges of violence and harassment may be reported to any supervisory employee of the Metro government, including the Human Resources Manager, the Mayor. The Human Resources Manager is charged with investigating all cases of workplace violence and harassment. Depending on the severity of the charges or whether a crime is committed, the Mayor may request that the Sheriff provide assistance to the Human Resources Manager or assume responsibility for the investigation. All employees are required to assist in the course of the investigation by providing testimony, statements and evidence, as required. Failure to cooperate may result in disciplinary action.
4. Copies of the investigative report with recommendations for appropriate action will be turned over to the Department Head, Human Resources Manager, or the County Attorney as appropriate for further action. Disciplinary action may be taken against any employee who commits acts of workplace violence and harassment.

## **P. SEXUAL HARASSMENT**

1. Purpose.
  - a. The Hartsville/Trousdale County Metro Government may be held liable for the actions of all employees with regard to sexual harassment and will not tolerate sexual harassment of its employees. The Metro government will take immediate, positive steps to stop such harassment when it occurs. The Metro government is responsible for acts of sexual harassment in the workplace when the Metro government (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be shown that the Metro government took immediate and appropriate corrective action. The Metro government may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the Metro government (or its agents or supervisory employees) knows or should have known of the conduct and failed to take immediate and appropriate corrective action.

- b. This policy applies to all officers and employees of the Hartsville/Trousdale County Metro Government including, but not limited to: full and part-time employees, elected officials, seasonal and temporary employees, employees covered or exempt from the personnel rules or regulations of the Metro government, and employees working under contract for the Metro government. The following rules shall be strictly enforced.
2. Definitions.
    - a. The following actions constitute an unlawful employment practice and are absolutely prohibited by the Metro government when they affect employment decisions, create a hostile job environment, cause distractions, or unreasonably interfere with work performance. They are:
      - i. sexual harassment or unwelcome sexual advances;
      - ii. requests for sexual favors;
      - iii. verbal or physical conduct of a sexual nature in the form of pinching, grabbing, patting, or propositioning;
      - iv. explicit or implied job threats or promises in return for submission to sexual favors;
      - v. sex-oriented comments on appearance;
      - vi. sex-oriented stories;
      - vii. displaying sexually explicit or pornographic material, no matter how the material is displayed;
      - viii. sexual assault on the job by supervisors, fellow employees, or, on occasion, non-employees; and
      - ix. Sexual harassment includes conduct directed by men toward women, conduct directed by men toward men, conduct directed by women toward men, and conduct directed by women toward women.
  3. Making Sexual Harassment Complaints.
    - a. An employee who feels he/she is subjected to sexual harassment should immediately contact a person (listed below) with whom the employee feels the most comfortable. Complaints may be made orally or in writing to:
      - i. The employee's immediate supervisor,
      - ii. The employee's department head
      - iii. The Human Resource Manager
      - iv. The County Attorney
    - b. Employees have the right to circumvent the employee chain-of-command when selecting the person to complain to about sexual harassment. The employee should be prepared to provide the following information:
      - i. Their name, department, and position title;
      - ii. The name of the person or people committing the sexual harassment, including their title(s), if known;
      - iii. The specific nature of the sexual harassment, how long it has gone on, any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against the employee as a result of the harassment, or any other threats made against the employee as a result of the harassment;
      - iv. Witnesses to the harassment; and
      - v. Whether the employee has previously reported the harassment and, if so, when and to whom

4. Reporting and Investigating Sexual Harassment Complaints.
  - a. The Human Resource Manager is the person the Metro government designates as the investigator of sexual harassment complaints against employees. In the event the sexual harassment complaint is against the Human Resource Manager, the investigator shall be a Metro government employee appointed by the County Attorney.
  - b. When an allegation of sexual harassment is made by any employee, the person to whom the complaint is made shall:
    - i. Immediately prepare a report of the complaint according to the preceding section and submit it to the Department head, Human Resource Manager, or County Attorney, as appropriate;
    - ii. Make and keep a written record of the investigation at the time the verbal interview is in progress, including notes on:
      - a) Verbal responses made to the investigator by the person complaining of sexual harassment,
      - b) Witnesses interviewed during the investigation,
      - c) The person against whom the complaint of sexual harassment was made
      - d) Any other person contacted by the investigator in connection with the investigation
  - c. within 15 working days of receiving the complaint, the investigator prepares and presents the findings to the Department Head, Human Resources Manager, or County Attorney, as appropriate, in a report, which will include:
    - i. The written statement of the person complaining of sexual harassment,
    - ii. The written statements of witnesses,
    - iii. The written statement of the person against whom the complaint of sexual harassment was made, and
    - iv. All the investigator's notes connected to the investigation
5. Action Following Complaints of Sexual Harassment.
  - a. Upon receiving an investigation report of a sexual harassment complaint, the Department Head, Human Resources Manager, or County Attorney shall immediately review the report. If the Department Head, Human Resource Manager, or County Attorney determines that the report is not complete in some respect, he/she may question the person complaining of sexual harassment, the person against whom the complaint has been made, witnesses to the conduct in question, or any other person who may have knowledge about the harassment.
  - b. Based upon the report and their own investigation (where a separate investigation is made), the Department Head, Human Resource Manager, or County Attorney shall, within a reasonable time, determine whether the conduct in question constitutes sexual harassment. In making that determination, the Department Head, Human Resources Manager, or County Attorney shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct, the context in which the alleged actions occurred, and the behavior of the person complaining. The decision of whether sexual harassment actually took place will be determined on a case-by-case basis.
  - c. If the Department Head, Human Resources Manager, or County Attorney determines that the harassment complaint is founded, he/she shall take immediate and appropriate disciplinary action against the guilty employee,

consistent with their authority under the Metro government charter, ordinances, resolutions, or rules governing their authority to discipline employees. If the Department Head, Human Resources Manager, or County Attorney feels that the harassment warrants disciplinary action stronger than he/she is authorized to impose by the charter, ordinances, resolutions, or rules governing employee discipline, he/she shall make that determination known, along with the report of the investigator, to the governing body of the Metro government. If the governing body determines that the sexual harassment complaint is founded, it may discipline the employee consistent with its authority under the Metro government charter, ordinances, resolutions, or rules governing employee discipline.

- d. The disciplinary action shall be consistent with the nature and severity of the offense, the employee's rank, and any other factors the governing body believes relate to fair and efficient administration of the local government. This includes, but is not limited to, the effect of the offense on employee morale, public perception of the offense, and the light in which it casts the local government. The disciplinary action may include demotion, suspension, dismissal, warning, or reprimand. Determining the level of disciplinary action shall also be made on a case-by-case basis. A written record shall be kept of imposed disciplinary actions, including verbal reprimands.
  - e. In all events, an employee found guilty of sexual harassment shall be warned not to retaliate in any way against the person making the complaint, witnesses, or any other person connected with the investigation.
  - f. In cases where sexual harassment is committed by a non-employee against a Metro government employee in the workplace, the Department Head, Human Resources Manager, or County Attorney shall take whatever lawful action is necessary against the non-employee to bring the sexual harassment to an immediate end.
6. Obligations of Employees.
- a. Employees are not only encouraged to report instances of sexual harassment; they are **obligated to report them**. Employees are also obligated to cooperate in every harassment investigation. The obligation includes, but is not necessarily limited to, coming forward with evidence (both favorable and unfavorable) about a person accused of such conduct, fully and truthfully making written reports, or verbally answering questions when required to do so by an investigator. Employees are also obligated to refrain from making bad faith accusations of sexual harassment.
  - b. Disciplinary action may be taken against employees who fail to report instances of sexual harassment, fail or refuse to cooperate in the sexual harassment investigation, or file a complaint of sexual harassment in bad faith.

#### **Q. MONITORING OF ELECTRONIC MAIL**

1. **Policy.** It is the policy of Trousdale County that all use of the Internet is for acceptable and legitimate purposes. Employees and officials of the Hartsville/Trousdale County Government do not have any right to privacy in any electronic mail (e-mail) that travels over the local government's electronic mail system. All e-mail that travels over the local government's system is subject at any time to being examined by officials of the Hartsville/Trousdale County Government and their designees. In addition, correspondence of Hartsville/Trousdale County employees and officials in the form of

e-mail may be a public record under the public records law and may be subject to public inspection.

2. **Purpose.** The purpose of this policy is to set forth certain parameters for employees who have access to the Internet and to place them on notice that misuse carries penalties.
3. **Personnel Affected.** This policy applies to all Trousdale county employees.
4. **Scope.** This policy includes but is not limited to the following:
  - a. All Electronic Communications
  - b. Public Networks
5. **Ownership.** Trousdale County computers and all data stored in them are the property of Trousdale County and may be accessed at any time by authorized officials of Trousdale County. Trousdale County employees cannot expect privacy in the use and storage of data using Trousdale County computers or when using any other County provided equipment such as desk and/or storage space(s).
6. **Procedural Guidelines.** The following is a guideline for users of Trousdale County computers and will be observed while accessing public networks and the Internet using county resources:
  - a. Use of county resources for accessing the Internet and other public networks is primarily for work-related purposes.
  - b. Employees must act responsibly when participating in discussion groups on a public network.
  - c. Employees will not use the public networks or the Internet improperly. You may be monitored, and access may be revoked at any time for inappropriate use or conduct.
  - d. Determine and abide by the policies and procedures of any external network you access.
  - e. Do not download any software or screen savers from the Internet without prior approval from the Metro Communications Committee.
  - f. Do not use Real Player or other software to listen to the radio over the Internet. This action results in unnecessary network traffic that causes slowness for all users.
  - g. Do not use software that attempts to discover properties about the public network or computing resources connected to that network.
  - h. The internet shall be used in a responsible manner and there can be no use of the services in an illegal, malicious or obscene manner.
  - i. Employees may not use County email to express their political opinions or other controversial issues or act in any way that would tend to reflect negatively on the County or that person.
7. **Responsibilities.** The following actions will not be allowed: Sending or displaying obscene or disruptive messages, files or images; using obscene language; harassing, insulting or attacking others; violating copyright laws or software license restrictions. This means that the downloading of music and other similar materials is prohibited. (This includes single songs, titles, recordings, etc., whether in MP3, RMX, or another

file format.) If an employee is in doubt about what is allowed, he/she should contact the Metro Communications Committee for clarification.

8. **Penalty.** Violations of this policy may result in a loss of access to the Internet as well as appropriate disciplinary and/or legal action.
9. **Mandatory Acknowledgement.** All employees must read and abide by this policy. Before access is given to use any networking, software, storage, or support systems, employees must sign an acknowledgement of receipt of this policy statement. The statement will be kept in the individual's personnel file located in the County Mayor's Office.
10. **Monitoring.** It shall be the responsibility of the Department Head to assure their employees are reminded on a timely basis of this policy and the importance of adherence to its provisions. In addition, they shall stop any violators from continuing to abuse the privileges of Internet use and stop any known violations.
  - a. The Metro Communications Committee shall monitor Internet traffic to assist Department Heads in this policing of the policy.
  - b. Any significant violations of this policy noted by the Metro Communications Committee will be reported to the appropriate Department Head for their corrective action and/or discipline up to and including termination.
  - c. Department Heads will contact the Personnel Department for guidance on a contemplated disciplinary action.

#### **R. DISCRIMINATION STATEMENT**

1. As an equal opportunity employer, employment will be based upon consideration of the qualifications of all applicants for employment. Discrimination based upon an applicant's race, color, sex, religion, national origin, age or handicap will not be tolerated. As a local government employee, this discrimination statement shall also apply to services provided to the public by the employee in that services will be provided to all persons without regard to race color, sex, religion, national origin, age or handicap. In accordance with the U.S. Supreme Court's decision in *Bostock v. Clayton County, Georgia*, 140 S.Ct. 1731 (2000), "sex" shall include individuals that are homosexual, gay, binary, or transgender.

#### **S. SEVERABILITY**

1. Each section, subsection, paragraph, sentence, and clause of this document is hereby declared to be separable and severable. The invalidity of any section, subsection, paragraph, sentence, or clause shall not affect the validity of any other portion of this document, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted herein.

#### **T. NEPOTISM**

1. The County's nepotism policy prevents immediate relatives from being in a direct supervisory line with respect to each other. In order to guard against these practices, the County prohibits employees who are relatives from being placed within the same line of supervision where one relative is responsible for supervising the job performance of work activities of another relative, including participation in a performance evaluation and excluding emergency situations which affect the health, safety or welfare of the public.

2. This policy does not apply to individuals hired prior to December 31, 2011 and will not be retroactively applied. However, a transfer of position of an employee hired prior to December 31, 2011 will be governed by this policy to the extent that such an employee will not be transferred to a position where it would constitute a violation of this policy.
3. For purposes of this policy, "immediate relatives" shall include a spouse, parent, child, sibling, stepchild, stepparent, grandchild, brother, sister, foster brother, foster sister, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent-in-law, other family members who resides in the same household, and/or significant other.

#### **U. PERFORMANCE EVALUATION**

1. On an annual basis, supervisors/managers will perform a performance review on all employees under their report to include Performance Review, Improvement Plan and Review of Goals and Results. This review is to establish and promote high morale among Trousdale County Metropolitan Government employees by providing professional working relationships. A uniform Personnel Policy, opportunity for advancement and consideration for employee needs and desires.

#### **V. MULTIPLE JOBS / DUAL EMPLOYMENT**

1. The Department of Labor views a county as a single employer so that an employee who works for two different departments of the same county is considered to be working for the same employer. Therefore, all jobs the employee performs for the county must be aggregated for overtime purposes.

#### **W. SPECIALIZED TRAINING**

1. Specialized training will provide for the assignment of regular employees to recognized educational and professional institutions, facilities, and workshops to receive training which meets specific departmental needs for scientific, technical, professional, and administrative skills. Thus, the Hartsville/Trousdale County Government management is provided with an additional and valuable means of ensuring that federal, state, and local laws are complied with and that the methods and knowledge of the work force do not become obsolete.
2. All regular and full-time employees of the Hartsville/Trousdale County Government and certain probationary employees (for example, critical response positions), are eligible for job-related, specialized training assignments upon approval of the Department Director within departmental budget constraints. All out-of-state travel and training require County Mayor approval before attendance.
3. Attendance at required training shall be considered working hours for non-exempt employees. If training ends before the normal work shift, the employee must return to the work site. If the training is not required for present job performance, accrued vacation leave may be authorized by the Department Director. If a Department Director is the person to take training not required for present job performance, the County Mayor must authorize any vacation leave to be taken for this purpose. Each employee on assignment to specialized training shall maintain satisfactory performance in the prescribed course of study.
4. The department will pay all training costs, including necessary and required tuition, books and expenses. However, such expenses will be paid no more than twice for any required course. Should the employee fail a mandatory examination twice, the

employee desiring to take the course and/or examination again will bear the cost of the training and will attend on their time, utilizing vacation leave, or leave without pay. Employees must successfully complete the Police Academy on the initial attempt. Failure in these programs will result in immediate termination of the probationary employee.

#### **X. TELECOMMUTING/WORK FROM HOME**

1. **Objective.** Telecommuting allows employees to work at home, on the road, or in a satellite location for all or part of their workweek during Emergency Situations. Employees who participate in a Telecommuting arrangement are considered to be in an official duty status during the employee's designated work schedule. Work from Home employees are prohibited from providing dependent or adult care while working from home. Failure to adhere to applicable state and federal laws and State and agency rules and policies may result in discipline, up to and including dismissal.
2. Hartsville/Trousdale County Government considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a companywide benefit, and it in no way changes the terms and conditions of employment with Hartsville/Trousdale County Government.
3. **Procedures.** Telecommuting can be informal, such as working from home for a short-term emergency situation or on the road during business travel, or a formal, set schedule of working away from the office as described below. Either an employee or a supervisor can suggest telecommuting as a possible work arrangement.
4. **Eligibility.** Telecommuting must be approved by the Department Head. Department Heads will evaluate the need for telecommuting for certain employees. If deemed necessary for a period of time employee will be responsible for recording hours worked and turning in a timesheet to immediate supervisor. Once signed by Department Head/Supervisor, it will be forwarded to Human Resources for payroll purposes.

An employee may not be eligible to participate if:

- a. The employee is subject to official discipline for performance or conduct, including suspension, demotion, or recommendation for termination.
- b. The employee has demonstrated diminished individual or organizational performance;
- c. The employee has violated the terms of the telecommuting policy;
- d. The employee's position involves the direct handling of secure material (daily or on a frequent basis) which the agency determines is inappropriate for telecommuting. This may include materials for which the agency maintains a written policy restricting access or use of the material or for which appropriate mitigating IT security measures do not exist; or
- e. The employee's position requires daily, or on a defined consistent basis, onsite work activities that cannot be handled remotely or at an

alternative worksite.

5. Equipment.
  - a. On a case-by-case basis, Hartsville/Trousdale County Government will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs such as access to software. The employee would need to have internet access and a computer in order to be considered for telecommuting. Equipment may be supplied by the County, and if so, will be maintained by the County. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. Hartsville/Trousdale County Government accepts no responsibility for damage or repairs to employee-owned equipment. Hartsville/Trousdale County Government reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the County is to be used for business purposes only. The telecommuter must sign an inventory of all Hartsville/Trousdale County Government property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all company property will be returned to the company, unless other arrangements have been made.
  - b. The employee will establish an appropriate work environment within their home for work purposes. Hartsville/Trousdale County Government will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.
6. **Security.** Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps could include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.
7. **Time Worked.** Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using Hartsville/Trousdale County Governments current time keeping practices (timesheets). Hours worked in excess of those scheduled per day and per workweek require the advance approval of the telecommuter's supervisor.
8. Ad Hoc Arrangements.
  - a. Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects, business travel or emergencies. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.
  - b. Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.
  - c. All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the County.

## **Y. WHISTLEBLOWER POLICY**

This policy is intended to encourage employees and others to report suspected or actual occurrences of illegal, unethical, or inappropriate events (behaviors or practices) without retribution.

State law, found at **T.C.A. § 50-1-304**, prohibits an employer from terminating an employee solely for refusing to participate in an illegal activity or for refusing to remain silent about an illegal activity. Illegal activities are defined as those that are in violation of a state law (either criminal or civil) or any regulation intended to protect the public health, safety, or welfare. Employees who are terminated in violation of this statute may sue the employer for retaliatory discharge. However, if an employee files a frivolous lawsuit for retaliatory discharge the employee may be required to pay the other party's attorney's fees and expenses.

1. The Whistleblower (who reported an event in good faith) should promptly report the suspected or actual events to their supervisor.
2. If The Whistleblower would be uncomfortable or otherwise reluctant to report to their supervisor, then the Whistleblower should report the event to the County Mayor's Office,
3. The Whistleblower can report the event and reveal their identity or report it anonymously.
4. The Whistleblower shall receive no retaliation or retribution for a report that was provided in good faith – that was not done primarily with malice to damage another or the organization.
5. A Whistleblower who makes a report that is not done in good faith is subject to discipline, including termination of the employee relationship.
6. Anyone who retaliates against the Whistleblower will be subject to discipline, including termination.
7. Crimes against person or property, such as assault, rape, burglary, etc., should immediately be reported to local law enforcement personnel.
8. Supervisors who receive the reports must promptly act to investigate and/or resolve the issue.
9. The Whistleblower shall receive a report within five business days if the initial report, regarding the investigation, disposition, or resolution of the issue.
10. If the investigation of a report that was done in good faith and investigated by internal personnel is not to the Whistleblower's satisfaction, then they have the right to report the event to the appropriate legal or investigative agency.
11. The identity of the Whistleblower, if known, shall remain confidential to those persons directly involved in applying the policy, unless the issue requires investigation by law enforcement.

**EFFECTIVE DATE**

These rules and regulations shall take effect immediately upon approval by Hartsville/Trousdale County Commission and the Hartsville/Trousdale County Attorney.

**Effective Date: August 22, 2022**

**Latest Revised Date:** \_\_\_\_\_

**AMENDMENTS**

Amendments to these rules and regulations may be made at any time by any official concerning their office and upon approval by the County Attorney and the Hartsville/Trousdale County Commission.

Pay Scale for FY2023		Step Increase: 2.50%															
STEPS		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Maximum
<b>Grade 15</b>	<b>40.75</b>	41.77	42.82	43.89	44.98	46.11	47.26	48.44	49.65	50.90	52.17	53.47	54.81	56.18	57.58	59.02	<b>56.13</b>
<b>14</b>	<b>36.50</b>	37.41	38.35	39.31	40.29	41.30	42.33	43.39	44.47	45.58	46.72	47.89	49.09	50.32	51.58	52.86	<b>50.27</b>
<b>13</b>	<b>32.69</b>	33.51	34.35	35.21	36.09	36.99	37.91	38.86	39.83	40.83	41.85	42.90	43.97	45.07	46.19	47.35	<b>45.03</b>
<b>12</b>	<b>29.28</b>	30.01	30.76	31.53	32.32	33.13	33.96	34.81	35.68	36.57	37.48	38.42	39.38	40.36	41.37	42.41	<b>40.33</b>
<b>11</b>	<b>26.23</b>	26.88	27.55	28.24	28.95	29.67	30.41	31.17	31.95	32.75	33.57	34.41	35.27	36.15	37.06	37.98	<b>36.12</b>
<b>10</b>	<b>23.49</b>	24.08	24.68	25.30	25.93	26.58	27.24	27.92	28.62	29.34	30.07	30.82	31.59	32.38	33.19	34.02	<b>32.35</b>
<b>9</b>	<b>21.04</b>	21.56	22.10	22.66	23.22	23.80	24.40	25.01	25.63	26.27	26.93	27.60	28.29	29.00	29.73	30.47	<b>28.98</b>
<b>8</b>	<b>18.84</b>	19.31	19.80	20.29	20.80	21.32	21.85	22.40	22.96	23.53	24.12	24.72	25.34	25.98	26.62	27.29	<b>25.95</b>
<b>7</b>	<b>16.88</b>	17.30	17.73	18.17	18.63	19.09	19.57	20.06	20.56	21.08	21.60	22.14	22.70	23.27	23.85	24.44	<b>23.25</b>
<b>6</b>	<b>15.12</b>	15.49	15.88	16.28	16.69	17.10	17.53	17.97	18.42	18.88	19.35	19.83	20.33	20.84	21.36	21.89	<b>20.82</b>
<b>5</b>	<b>13.54</b>	13.88	14.22	14.58	14.94	15.32	15.70	16.09	16.50	16.91	17.33	17.76	18.21	18.66	19.13	19.61	<b>18.65</b>
<b>4</b>	<b>12.13</b>	12.43	12.74	13.06	13.38	13.72	14.06	14.41	14.77	15.14	15.52	15.91	16.31	16.72	17.13	17.56	<b>16.70</b>
<b>3</b>	<b>10.86</b>	11.13	11.41	11.70	11.99	12.29	12.60	12.91	13.23	13.56	13.90	14.25	14.61	14.97	15.35	15.73	<b>14.96</b>
<b>2</b>	<b>9.73</b>	9.97	10.22	10.48	10.74	11.01	11.28	11.56	11.85	12.15	12.45	12.76	13.08	13.41	13.74	14.09	<b>13.40</b>
<b>1</b>	<b>8.71</b>	8.93	9.15	9.38	9.62	9.86	10.10	10.36	10.62	10.88	11.15	11.43	11.72	12.01	12.31	12.62	<b>12.00</b>

**ACKNOWLEDGEMENT OF RECEIPT**  
**HARTSVILLE/TROUSDALE COUNTY GOVERNMENT**  
**EMPLOYEE HANDBOOK**

As indicated by my signature below, I hereby acknowledge receipt of a copy of the Employee Handbook.

I further acknowledge that:

- (1) I will read the Handbook.
- (2) Any questions I may have will be addressed to my employer or I will seek the assistance of my personal attorney if I do not understand any of the rules and regulations.
- (3) I understand that my employment will be subject to the provisions contained in this Handbook.

---

Employee Signature

---

Human Resource Representative

---

Date

---

Date

# **BUDGET AMENDMENTS**

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

**101-01R Shelter Kennels**

**| BUDGET AMENDMENT  
2023-101-01R**

Request is hereby made to amend **Fund 101 General Services** budget as follows:

		<u>DEBIT:</u>	<u>CREDIT:</u>
101-34635	Animal Shelter Reserves	\$ 9,500	
101-55120-707	Animal Shelter: Building Improvements		\$ 8,000
101-55120-499	Animal Shelter: Other Supplies		1,500
<b>TOTAL</b>		<b>\$ 9,500</b>	<b>\$ 9,500</b>

**Purpose:** *As approved by the Animal Shelter Board, the Shelter wants to install a kennel system in the shelter (\$8,000) and install kennels in the Shelter van (\$1,500).*

*Reserve Balance before BA \$15,948 | after \$6,448*

<b>Budget Amendment Total</b>	<b>\$ 9,500</b>	<b>\$ 9,500</b>
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Motion to approve: \_\_\_\_\_

**Voice Vote**

Second: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Absent \_\_\_\_\_ Abstain \_\_\_\_\_

**Budget Amendment** 2023-101-01R **approved by Commission on** \_\_\_\_\_

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
DWIGHT JEWELL  
COMMISSION CHAIRMAN

\_\_\_\_\_  
RITA CROWDER  
COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

**101-02FB INMATE MEDICAL**

**| BUDGET AMENDMENT  
2023-101-02FB**

Request is hereby made to amend **Fund 101 General Services** budget as follows:

		<u>DEBIT:</u>	<u>CREDIT:</u>
101-39000	Fund Balance	\$ 19,063.42	
101-54120-340	Jail: Medical Care		\$ 19,063.42
<b>TOTAL</b>		<b>\$ 19,063.42</b>	<b>\$ 19,063.42</b>

**Purpose:** *Inmate medical care funded by the state. Funds were received June 29 and absorbed into fund balance. Accounting Dept was not alerted to what these funds were for and that they needed to be disbursed.*

<b>Budget Amendment Total</b>	<b>\$ 19,063.42</b>	<b>\$ 19,063.42</b>
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Motion to approve: \_\_\_\_\_

Second: \_\_\_\_\_

**Voice Vote**

Yes \_\_\_\_\_ No \_\_\_\_\_ Absent \_\_\_\_\_ Abstain \_\_\_\_\_

**Budget Amendment** 2023-101-02FB *approved by Commission on* \_\_\_\_\_

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
DWIGHT JEWELL  
COMMISSION CHAIRMAN

\_\_\_\_\_  
RITA CROWDER  
COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

**101-03FB UT AG EXT SALARY**

**| BUDGET AMENDMENT  
2023-101-03FB**

Request is hereby made to amend **Fund 101 General Services** budget as follows:

		<u>DEBIT:</u>	<u>CREDIT:</u>
101-39000	Fund Balance	\$ 435.00	
101-57100-140	Agr Ext Service: Salary Supplements		\$ 331.00
101-57100-201	Agr Ext Service: Social Security		26.00
101-57100-204	Agr Ext Service: State Retirement		68.00
101-57100-207	Agr Ext Service: Medical Insurance		10.00
<b>TOTAL</b>		<b>\$ 435.00</b>	<b>\$ 435.00</b>

**Purpose:** *In August, State approved adjustments to the UT Agricultural Extension Services Salaries and benefits. Appropriating the approved adjustments.*

<b>Budget Amendment Total</b>	<b>\$ 435.00</b>	<b>\$ 435.00</b>
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Motion to approve: \_\_\_\_\_

**Voice Vote**

Second: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Absent \_\_\_\_\_ Abstain \_\_\_\_\_

**Budget Amendment** 2023-101-03FB **approved by Commission on** \_\_\_\_\_

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
DWIGHT JEWELL  
COMMISSION CHAIRMAN

\_\_\_\_\_  
RITA CROWDER  
COUNTY CLERK

Request is hereby made to spend from the American Rescue Plan – Fund 128

**ARPA Beginning Balance**                    \$    1,773,115

**Request:**    Health Council's Mental Health and Substance Abuse Task Force is requesting \$80,000 to provide comprehensive community mental health services to the Community.

**ARPA Expense Category**                    1.10 / 1.11    Mental Health Service / Substance use Services

**Vendor:**    Various

<b>Amount:</b>	<b>\$</b>	<b>80,000</b>
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**ARPA Ending Balance**                    \$    1,693,115

**Approved by Commission**

Voting Record

Yes \_\_\_\_\_

No/Abstain \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Commission Chair

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Budget Director

PO No. \_\_\_\_\_

**Notes**

**Funding Proposal**  
**Presented to Stephen Chambers, Trousdale County Mayor**  
**From the Trousdale County Health Council**  
**For American Rescue Program Funding**  
**For a Community Mental & Substance Abuse Program**

The Trousdale County Health Council is requesting funding from the American Recuse Programs to provide comprehensive community mental health services in Trousdale County, Tennessee. The overall objective of the request is for the Health Council to carry out plans to have mental health services available for all citizens of Trousdale County that is available, affordable and appropriate.

**The Need:** Trousdale County is a small rural county in northeast middle Tennessee with limited mental health services available. In addition, the local Trousdale Prevention Coalition that was forming prior to the Pandemic is no longer active. The local Alcoholic Anonymous chapter has disbanded from lack of sponsorship. The school counselors have no local resources for referral. We also know many parents are not able to transport their children to services in surrounding counties, if referred.

In the fall of 2021, the county was rocked by four known local suicides. In addition, Trousdale County has been listed on high alert by the Tennessee Department of Health's weekly Essence Alert email, which gives the community information about critical indicators based upon emergency room visits related to intentional self-harm, suicidal ideation, and suicide attempts of local residents. Emphasis is given to those ages 18 and under but are all age groups are represented in the alert.

Sheriff Ray Russell reports from his viewpoint that mental health and substance abuse issues continue to be on the rise in our county. Law enforcement often plays a critical role in securing Trousdale County residents the services that they need, which are outside of our county.

**Goal:** The goal of this proposal is to provide comprehensive community mental health services to the residents of Trousdale of all ages.

**Targeted Populations:**

1. Adults with serious mental illnesses. Including persons aged 18 and older who have a diagnosable behavioral, mental, or emotional condition that substantially interferes with, or limits, one or more daily life activity.
2. Children with serious emotional disturbances. Including persons up to age 18 who have a diagnosable behavioral, mental, or emotional issue. This condition results in a functional impairment that substantially interferes with, or limits, a child's role or functioning in the family, school, or community activities.
3. Adults and children who struggle with substance abuse issues, and their family members/support system.

**Performance Requirements:**

1. To provide comprehensive mental health services to adults with serious mental illnesses and children with serious emotional disturbances, along with those suffering with substance abuse issues.
2. To ensure that the mental health providers offer such services as screening, outpatient treatment, emergency mental health services, group therapy, and evidence-based, recognized intervention and recovery programs.
3. Revitalization of the Trousdale County Substance Abuse Coalition that provides resources and linkages to individuals and families impacted by alcohol and substance abuse issues.
4. The facility where the program is located must meet all Tennessee Department of Mental Health and Substance Abuse licensure requirements, along with any applicable federal laws.

**Behavioral Health Committee for Planning and Review:**

1. A subcommittee of the Trousdale County Health Council that provides oversight, monitoring, and support for the provision of mental health and substance abuse services.
2. The membership of the committee will include Local citizens, medical providers, school personnel, law enforcement, Tennessee Department of Mental Health personnel, a representative from local government, and mental health consumers and or families of consumers.

**Please see Budget Proposal on Next Page**

**Budget Proposal:**

Two-Year Commitment for Project

<b>Facility</b>	\$	60,000.00
<i>To include Rent, Renovations, Repairs, Utilities (Water, Electric, Gas, Phone, Internet), etc.</i>		
<b>Office Materials, Supplies, and Equipment</b>		6,000.00
<b>Educational &amp; Promotional Materials &amp; Supplies</b>		11,000.00
<b>Meeting Supplies</b>		3,000.00
<b>Total</b>	\$	<b>80,000.00</b>

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
RIGHT-OF-ENTRY

<b>STATE PROJECT:</b>	<b>85007-4222-04</b>	<b>COUNTY:</b>	<b>TROUSDALE</b>
<b>FEDERAL PROJECT:</b>	<b>n/a</b>	<b>NEGOTIATOR:</b>	
<b>PIN #:</b>	<b>081869.01</b>	<b>TRACT:</b>	<b>1</b>
<b>OWNER:</b>	<b>City of Hartsville</b>		
<b>ADDRESS:</b>	<b>201 Broadway, Hartsville, TN 37074</b>		

The undersigned hereby authorizes the Tennessee Department of Transportation, its agents, employees and contractors to go upon the above referenced property which lies on the west side of State Route 141, Trousdale County and is more particularly highlighted on the plan sheet attached hereto as Exhibit A, for the purpose of demolition and removal, including all necessary erosion control and preparatory abatement, of the structure located thereon.

The undersigned acknowledges that the said demolition process, when complete, will benefit the property and is in the best interest of the property and the undersigned owner, and that this right-of-entry is granted in consideration of such benefit.

IN WITNESS WHEREOF, the duly authorized representative of the undersigned has signed this Right-of-Entry this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

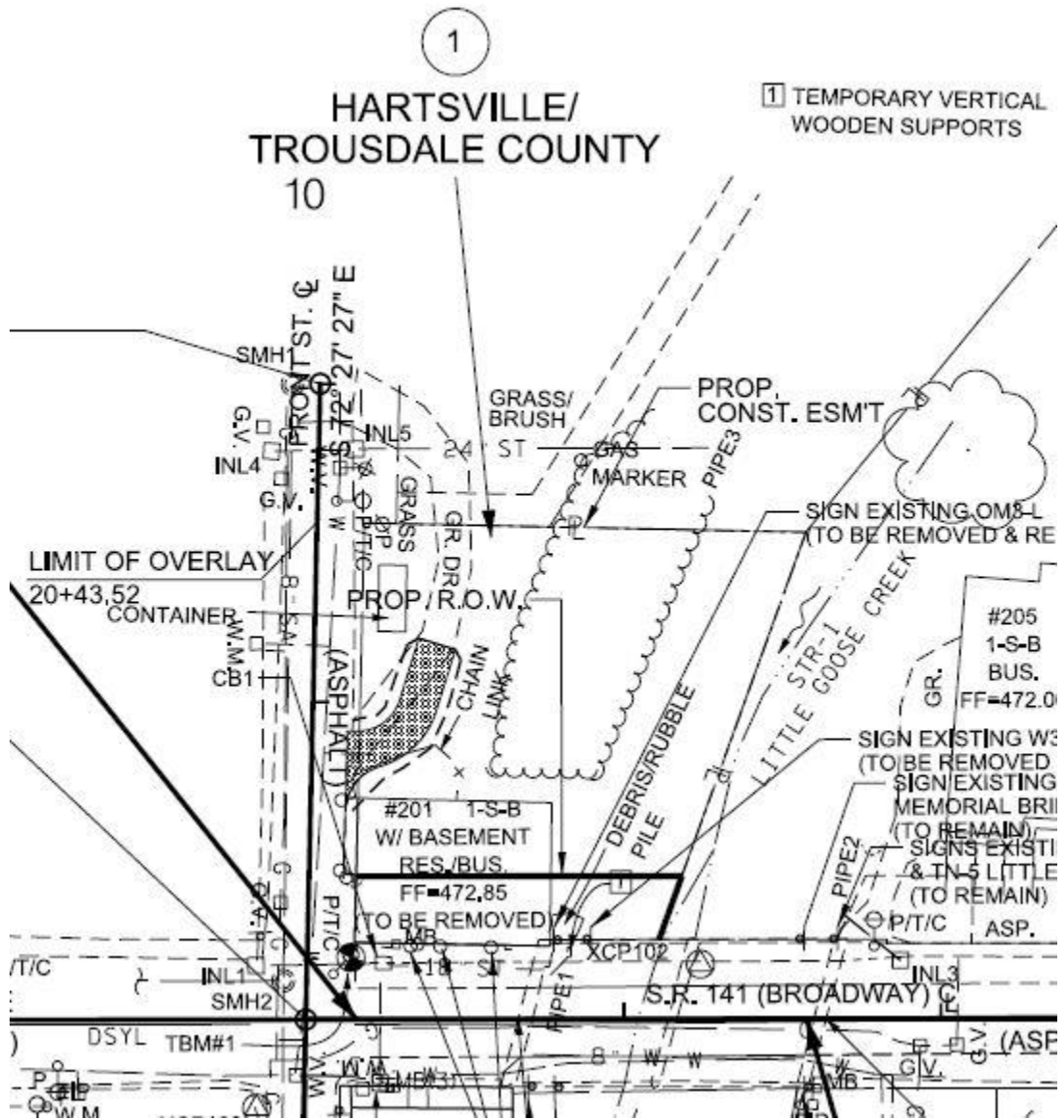
**Hartsville/Trousdale County Government**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

# EXHIBIT A

TROUSDALE CO; PIN 081869.01 - TR 1 - 201 Broadway (SR-141, Hartsville)



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY)  
7/1/22

**PRODUCER**  
NGU Risk Management  
111 Hazel Path  
Hendersonville, TN 37075

THIS CERTIFICATE IS INTENDED TO CONFER AND STIPULATE COVERAGE UNDER THE FOLLOWING TERMS AND CONDITIONS TO THE NAMED INSURED INCLUDING ALTERATION OF THE TNRMT PROGRAM IF REQUIRED.

## COMPANIES AFFORDING COVERAGE

**INSURED**  
Tennessee Risk Management Trust  
101 Tamaras Way  
Hendersonville, TN 37075  
  
MEMBER: Hartsville-Trousdale County Government

INSURER A: **TNRMT**

INSURER B:

INSURER C:

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	EMPLOYEE FIDELITY	TNRMT	07/01/22	07/01/23	\$400,000 EACH AND EVERY LOSS
	X	MONEY & SECURITIES				
	X	FORGERY OR ALTERATION				

## COVERED POSITIONS

Assessor of Property, Chancery Court Clerk & Master, Circuit/Criminal/Special/General Sessions Clerk, Commissioner/Receiver, Coroner, County Clerk, County Engineer, County Executive/Mayor, County Road Commission, County Highway/Bridge Funds, County Highway Superintendent, Development District, Director of Accounts & Budgets (1957 Act), Director of Finance (1981 Act), E911 District, Human Resource Agency, LEA/Fiscal Agent, Process Server, Purchasing Agent, Register of Deeds, Sheriff, Special Deputy, Surveyor, Trustee as well as all other public officials and employees. (Constables are not included) This coverage also complies with TCA § 4-4-108 for blanket bonds and TCA § 8-19-101 as replacement for individual official bonds.

## LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

## SPECIAL CONDITIONS/OTHER COVERAGES

Maintenance deductible on all first party losses is \$500.

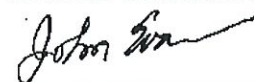
## CERTIFICATE HOLDER

Hartsville-Trousdale County Government  
328 Broadway, Room 6  
Hartsville, TN 37074

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



NGU RISK MANAGEMENT