

REGULAR MEETING OF
THE HARTSVILLE/TROUSDALE COUNTY COMMISSION

<i>Jack McCall</i> <i>Chairman</i>	<i>Beverly Atwood</i> <i>Tommy Belcher</i> <i>Shane Burton</i> <i>Alan Carman</i> <i>Grant Cothron</i>	<i>Brian Crook</i> <i>Will Dennis</i> <i>Jerry Ford</i> <i>Chris Gregory</i> <i>Landon Gulley</i>	<i>Richard Johnson</i> <i>Judy Kerr</i> <i>David Nollner</i> <i>Lesley Overman</i> <i>Mark Presley</i>	<i>Amber Russell</i> <i>Lonnie Taylor</i> <i>David Thomas</i> <i>Steve Whittaker</i>
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MONDAY, JUNE 26, 2023 | 7:00 P.M. | TC COMMUNITY CENTER

AGENDA

1. Open Court

2. Invocation – David Thomas

3. Pledge to the American Flag – T. Bubba Gregory

4. Roll Call – Rita Crowder, *County Clerk*

5. Approval of Minutes

Minutes of the May 22, 2023 Commission meeting and the Special Called June 1, 2023 meeting have been distributed.

6. Announcements

7. Approval / Amendments to the Agenda

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 at the podium. You will be called to address the Commission at the proper time.

9. County Mayor Report – Jack McCall

10. Committee/Board Reports

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|--------------------------------|--------------------------------|
| A. Executive – June 6 | D. Codes & Zoning – June 14 |
| B. Emergency Services – June 7 | E. Finance Committee – June 20 |
| C. Public Works – June 13 | F. Other Reports |

11. Active Business

A. Acknowledgement

- 1) **Certificate of Compliance** – Hartsville Liquors
- 2) **Elected Officials Bond Certificate of Insurance**

B. Appointments

- 1) Interim Fire Chief
- 2) Planning Commission
- 3) Board of Zoning Appeals

C. Resolutions

- 1) **Resolution 2023-15-784** Continue FY23 Budget into FY24
- 2) **Resolution 2023-17-786** County Road Listing
- 3) **Resolution 2023-18-787** CDBG Housing Rehab: Policies and Procedures
- 4) **Resolution 2023-22-791** Authorizing Real Estate Investigations and Negotiations

D. Ordinances

PUBLIC HEARING & SECOND READING

- 1) **Ordinance 288-2023-25** Trash Services – Roll Off Fees
- 2) **Ordinance 290-2023-27** Rezoning A1 to R1 (Tax Map 016 Parcel 06.17)

E. BUDGET ITEMS FOR FY2024

ORDINANCES

PUBLIC HEARING

SECOND & THIRD READINGS *(Third reading will take place if accepted by 2/3 of the Commission)*

- 1) **Ordinance 291-2023-28** General Services Appropriations FY 2024
- 2) **Ordinance 292-2023-29** General Services Tax Levy 2023
- 3) **Ordinance 293-2023-30** Urban Services Appropriations FY 2024
- 4) **Ordinance 294-2023-31** Urban Services Tax Levy 2023

RESOLUTIONS

- 1) **Resolution 2023-16-785** Continue Lease Agreements
- 2) **Resolution 2023-19-788** Debt Agreement for \$1.9M Education Capital Projects
- 3) **Resolution 2023-20-789** Refunding Agreement for 2016 Notes CJC, EESI
- 4) **Resolution 2023-21-790** Non-Profit Contributions

F. Budget Amendments

FUND 101 – GENERAL FUND

2023-101-25	Clean Up Entries	\$	7,357
2023-101-26	Fire & Rescue Grants		16,644

FUND 111 – URBAN SERVICES FUND

2023-111-02	Clean Up Entries	\$	17,830
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FUND 118 – AMBULANCE SERVICES FUND

2023-118-03	Overtime	\$	50,000
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FUND 131 – HIGHWAY FUND

2023-131-04	Line Items	\$	55,870
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FUND 141 – GENERAL PURPOSE SCHOOLS FUND

2023-141-11 (58)	TN Arts Commission – Afterschool Program	\$	1,500
2023-141-12 (70)	Salary Increase, Director Bonus, Admin Equip		26,839
2023-141-13 (81)	Summer Learning Camp		149,902
2023-141-14 (82)	Summer Learning Transportation		27,188

FUND 151 – DEBT SERVICES FUND

2023-151-02	Interest Increase	\$	7,000
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G. Notaries

12. Other Business

A. Discussion of Playground Equipment

13. Public Comment

14. Adjourn

MINUTES

BE IT REMEMBERED, That the Hartsville/Trousdale County Commission met pursuant to adjournment with the Honorable Mayor Jack McCall, Commission Chairman presiding and the following commissioners present to wit: Beverly Atwood, Tommy Belcher, Shane Burton, Alan Carman, Brian Crook, Jerry Ford, Chris Gregory, T. "Bubba" Gregory, Richard Johnson, Judy Kerr, David Nollner, Lesley Overman, Mark Presley, Amber Russell, Lonnie Taylor, and Steve Whittaker.

1. Open Court - Sgt. Dusty Cato
2. Invocation - Steve Whittaker
3. Pledge to the American Flag - Brian Crook
4. Roll Call - Rita Crowder, County Clerk – 16 PRESENT, 4 ABSENT
5. Approval of Minutes
Motion this court approve the minutes as presented.
Motion by Jerry Ford, Second by Lonnie Taylor

VOICE VOTE

MOTION CARRIED

6. Announcements - No announcements.
7. Approval / Amendments to the Agenda
 - Add Ordinances 288-2023-25 Trash Service; 291-2023-28 General Services Appropriations FY 2024; 292-2023-29 General Services Tax Levy 2023; 293-2023-30 Urban Services Appropriations FY 2024; 294-2023-31 Urban Services Tax Levy 2023
 - Discussion on the County Pool Season (*Item 12A*)

Motion this court approve this agenda as amended.

Motion by Mark Presley, Second by Lonnie Taylor

VOICE VOTE

MOTION CARRIED

8. Citizens' Response to Agenda Items - None Presented.
9. County Mayor Report - Jack McCall
 - Mark Beeler has been appointed as Interim Fire Chief for an additional sixty day period.
 - A ribbon cutting ceremony was held on May 19th for the new intersection at Broadway and Hwy 25. Once TDOT has completely signed off of the project, we will be able to make adjustments to the traffic lights. Mayor McCall also talked with TDOT representatives concerning the curbs over in town that are so problematic. Waiting for the Streetscape project to be finalized by the state before looking into solutions for the curbs.
 - The string lights and the freshly planted flowers downtown have received many compliments.
 - Downtown Sound event was a big hit. Hopefully, each one will get bigger and better.
10. Committee/Board Reports
 - A. Executive - May 1
 - B. Finance Committee - May 15 + Hearings
 - C. Public Works - May 17
11. Active Business
 - A. Acknowledgements
 - i. Debt Service Policy - Annual Review
*** This policy has been distributed to the Hartsville/Trousdale County Commission and recorded in the official County Minutes***

B. Ordinances

PUBLIC HEARING

1. Ordinance 284-2023-21 Annexation to URBAN SERVICE DISTRICT (Tax Map 016 Parcel 016.15)
2. Ordinance 285-2023-22 Rezoning R1 to R3 (Dalton Hollow - Tax Map 019F Group A Parcel 027.01)
3. Ordinance 286-2023-23 Rezoning R1 to R3 (Halltown - Tax Map 019F Group A Parcel 025.00)
4. Ordinance 287-2023-24 Rezoning A1 to R3 (Dalton Hollow - Tax Map 016 Parcel 016.15)
5. Ordinance 289-2023-26 Amendment to Personnel Policy: Juneteenth

Motion this court close all Public Hearings.

Motion by Beverly Atwood, Second by Chris Gregory

VOICE VOTE

MOTION CARRIED

SECOND READING

1. Ordinance 284-2023-21 Annexation to URBAN SERVICE DISTRICT (Tax Map 016 Parcel 016.15)
2. Ordinance 285-2023-22 Rezoning R1 to R3 (Dalton Hollow - Tax Map 019F Group A Parcel 027.01)
3. Ordinance 286-2023-23 Rezoning R1 to R3 (Halltown - Tax Map 019F Group A Parcel 025.00)
4. Ordinance 287-2023-24 Rezoning A1 to R3 (Dalton Hollow - Tax Map 016 Parcel 016.15)
5. Ordinance 289-2023-26 Amendment to Personnel Policy: Juneteenth

Motion this court approve all - 2nd Reading

Motion by Shane Burton, Second by Beverly Atwood

VOICE VOTE

MOTION CARRIED

FIRST READING

6. Ordinance 288-2023-25 Trash Services - Roll Off Fees

Motion this court approve this Ordinance - 1st Reading

Motion by Bubba Gregory, Second by Shane Burton

VOICE VOTE

MOTION CARRIED

7. Ordinance 290-2023-27 Rezoning A1 to R1 (Tax Map 016 Parcel 06.17)

Motion this court approve this Ordinance - 1st Reading

Motion by Bubba Gregory, Second by Shane Burton

VOICE VOTE

MOTION CARRIED

8. Ordinance 291-2023-28 FY24 General Services Appropriations

Motion this court approve this Ordinance - 1st Reading

ROLL CALL, BOOK 3, PAGE 219 - 8 YES, 8 NO, 4 ABSENT

MOTION FAILED

Motion was then made to send all 4 Budget Ordinances back to the Budget and Finance Committee

Motion by Lesley Overman, Second by Chris Gregory

ROLL CALL, BOOK 3, PAGE 219 - 7 YES, 9 NO, 4 ABSENT

MOTION FAILED

Motion was then made to send the School Budget back to the Board of Education for review.

Motion by Brian Crook, Second by Shane Burton

ROLL CALL, BOOK 3, PAGE 219 - 9 YES, 7 NO, 4 ABSENT

MOTION FAILED

THESE MOTIONS FAILED DUE TO LACK OF MAJORITY OF THE ELECTED COMMISSION

MOTION WAS MADE TO RECESS.

Motion by Brian Crook, Second by Lesley Overman

VOICE VOTE

MOTION CARRIED

Once court reconvened, County Attorney, Brandon Bellar, recommended postponing all 4 Budget Ordinances (291-2023-28 General Services Appropriations FY 2024; 292-2023-29 General Services Tax Levy 2023; 293-2023-30 Urban Services Appropriations FY 2024; 294-2023-31 Urban Services Tax Levy 2023). He suggested having a Special Called Work Session with a Special Called County Court meeting to follow on June 1st. The work session is to be held at 6:00 pm and the Co. Court Meeting at 7:00 pm. This would give ample time for posting.

Motion this court postpone all four Budget Ordinances (291-2023-28 General Services Appropriations FY 2024; 292-2023-29 General Services Tax Levy 2023; 293-2023-30 Urban Services Appropriations FY 2024; 294-2023-31 Urban Services Tax Levy 2023) until June 1, 2023.

Motion by Beverly Atwood, Second by David Nollner

VOICE VOTE

MOTION CARRIED

C. Budget Amendments

FUND 101 - GENERAL FUND

2023-101-21 Insurance Recovery \$ 12,291

2023-101-22 Clean Up 9,500

Motion to approve both Budget Amendments.

Motion by Chris Gregory, Second by Beverly Atwood

VOICE VOTE MOTION CARRIED

2023-101-23 Rescue Vehicle / ARPA Transfer \$ 53,610

Motion this court approve this Budget Amendment.

Motion by Brian Crook, Second by Mark Presley

ROLL CALL, BOOK 3, PAGE 219 - 15 YES, 1 NO, 4 ABSENT MOTION CARRIED

2023-101-24 Fire Brush Truck \$ 300,033

Motion this court approve this Budget Amendment.

Motion by Mark Presley, Second by Jerry Ford

ROLL CALL, BOOK 3, PAGE 219 - 16 YES, 0 NO, 4 ABSENT MOTION CARRIED

FUND 151 - DEBT SERVICE FUND

2023-151-01 JSMS Additional Principal Payment \$ 108,794

FUND 141 - GENERAL PURPOSE SCHOOLS FUND

2023-141-08 Attendance Software \$ 5,000

2023-141-09 Employee Health Insurance 4,200

2023-141-10 Textbooks 110,000

Motion this court approve all 4 Budget Amendments (Fund 151 and Fund 141).

Motion by Chris Gregory, Second by Bubba Gregory

VOICE VOTE MOTION CARRIED

D. Notaries

- Amanda Calvert - First National Bank

- Linda Sue Bruce - Blackwell Realty

- Sherry Anthony - Anthony's Funeral Home

Motion this court approve these Notary applicants.

Motion by Beverly Atwood, Second by Lesley Overman

VOICE VOTE MOTION CARRIED

12. Other Business

Discussion on the County Pool Season - Public Works Director, Cliff Sallee, updated the commission on the lifeguard situation and stated there would be enough to get started. There are a few others that will be finishing up and that would make it possible to operate this season. He also reported that season passes would be for sale on Saturday, May 26th and if you purchased that day, you would receive a \$10.00 discount. With that being said, the pool could open on Tuesday, May 23rd.

Motion to approve the opening of the County Pool.

Motion by Shane Burton, Second by Beverly Atwood

VOICE VOTE MOTION CARRIED

13. Public Comment – *None presented.*

14. Adjourn

Motion this court adjourn.

Motion by Brian Crook, Second by Chris Gregory

VOICE VOTE MOTION CARRIED

JUNE 1, 2023 - SPECIAL CALLED MEETING OF THE HARTSVILLE/TROUSDALE COUNTY COMMISSION

BE IT REMEMBERED, that the Hartsville/Trousdale County Commission met in a Special Called meeting with the Honorable Jack McCall, Commission Chairman presiding the and following commissioners present to wit: Beverly Atwood, Tommy Belcher, Shane Burton, Alan Carman, Grant Cothron, Brian Crook, Will Dennis, Jerry Ford, Chris Gregory, T. "Bubba " Gregory, Landon Gulley, Richard Johnson, Judy Kerr, David Nollner, Lesley Overman, Mark Presley, Amber Russell, David Thomas, and Steve Whittaker.

1. **Open Court** - Sheriff Ray Russell
2. **Invocation** - Jack McCall
3. **Pledge to the American Flag** - Mark Presley
4. **Roll Call** - Rita Crowder, County Clerk - 19 PRESENT, 1 ABSENT
5. **ACTIVE BUSINESS**

A. ORDINANCES

- 1) **Ordinance 291-2023-28** General Services Appropriations FY 2024
Motion this court approve this Ord. - **1st Reading**
Motion by Landon Gulley, Second by Beverly Atwood

After some discussion, motion was amended to include the 10 year lock @ 4.19% interest for the school loan by Landon Gulley, Second by Beverly Atwood.

Motion to approve this Ord. as amended - **1st Reading**
Motion by Landon Gulley, Second by Beverly Atwood
ROLL CALL, BOOK 3, PAGE 220 - 11 YES, 8 NO, 1 ABSENT

MOTION CARRIED

- 2) **Ordinance 292-2023-29** General Services Tax Levy 2023
Motion this court approve this Ord. - **1st Reading**
Motion by Judy Kerr, Second by T. "Bubba" Gregory
ROLL CALL, BOOK 3, PAGE 220 - 12 YES, 7 NO, 1 ABSENT

MOTION CARRIED

- 3) **ORDINANCE 293-2023-30** Urban Services Appropriations FY 2024
Motion this court approve this Ord. - 1st Reading
Motion by Mark Presley, Second by David Nollner
ROLL CALL, BOOK 3, PAGE 220 - 14 YES, 5 NO, 1 ABSENT

MOTION CARRIED

- 4) **Ordinance 294-2023-31** Urban Services Tax Levy 2023
Motion this Council approve this Ord. - **1st Reading**
Motion by T. "Bubba" Gregory, Second by Mark Presley
ROLL CALL, BOOK 3, Page 220 - 2 YES, 0 NO, 1 ABSENT

MOTION CARRIED

6. **Public Comment** - None

7. Adjourn

Motion this court adjourn.
Motion by Brian Crook, Second by Jerry Ford
VOICE VOTE

MOTION CARRIED

MAY 2023
BOARD/COMMITTEE
MINUTES

Hartsville/Trousdale Executive Committee

Meeting Minutes

May 01, 2023 - 6:00 P.M. – Trousdale County Mayor's Office

Present: Jack McCall, T. Bubba Gregory, Landon Gulley, Beverly Atwood, Will Dennis, David Thomas, Leslie Overman, Shane Burton, Mr. Bellar

Absent: None

1. **Meeting Called to Order – Jack McCall**

2. **Approval of Minutes**

Motion made by Thomas and 2nd by Gregory to approve March 09, 2023, minutes. All in favor.

MOTION CARRIED

3. **Discussion Items:**

A. **Audit - Atwood** - No meeting.

B. **Codes and Zoning – Thomas** - No meeting in April and May. Giving Mr. Gregory time to get items to us.

C. **Emergency Services - Overman** - Do not have anything at this time - although we do have a meeting scheduled for June. Mayor McCall stated he had a lengthy meeting with Batey.

D. **Finance - Gulley** - Met and went through all budget amendments that were approved at regular meeting.

Schedule of Budget Hearings starting May 2. Mrs. Thomas has sent everyone the schedule. Encourage everyone to look at debt services. Variable interest rates may be knocked down.

Solid waste has a strong budget asking/requesting for things that have been put off.

Might need to look at the pay system with the 2.5% increase.

Overman - Did the commission actually vote on pay study?

Gulley - Can not find a place where it was actually adopted..

Thomas - Not sure if we took it in as an adoption, the Sheriff actually coming with flat figures.

Lesley – We could adopt but come up with something regarding the evaluation.

Thomas – Don't feel that someone who risks their life should get paid as someone who picks up trash.

Gulley - We have never seen a place where it was adopted. Be cautious of that thought. Once we adopt to put those monies in, be aware as it will grow with it.

E. **Law Enforcement - Burton** - No meeting last month or this month.

F. **Personnel - Dennis** - No meeting.

On 04/20/23 we had nothing on the agenda and therefore that meeting was canceled. Looking at dates for the next meeting.

Thomas – Raising the salaries doesn't help with benefits. There is an Insurance Co. in Hendersonville willing to pull in small business.

Dennis - We will continue to research as well as others.

T. Gregory – We have an insurance broker we hired that should try to help with this to get the best deal for the county.

G. **Public Works - T. Gregory** - No meeting since April 12th main discussion was over the pool. We are going to be able to open the pool. Next meeting May 17th at 6pm.

Gulley - We need to keep the pool as it would have a lot of children with a lot of idle time.

Mayor McCall - we are looking at the liability of kids and the age that they can be dropped off without custodial supervision.

Thomas - The average attendance 46 to serve 50 kids. \$21,000 loss, \$10,000 last year of a pool pump. Going to have a resurface loss.

Gulley - It's a service to the community.

4. **Items to be reviewed:**

A. **Budget Hearings - Mayor McCall**

Water Department hearing possibly on May 10 depending on the May 9 meeting with the Water Board. We put in place that school has their budget to us by May 1. They are asking for a school roof. TISA funding system has changed. Would like for Mr. Roberson to come explain that TISA formula and how it works.

B. **Planning Office - Mayor McCall**

Meeting with Rosalie, David, Mayor McCall, Kerr, Rick Gregory, and Lynn McHenry. Using contracted Inspectors from the state. Lose a lot of money out of residential. \$151,000 a year straight to the general fund.

The planning official place zoning map is horrendous or go back to the way we were. Don't see the point of shoveling out all those residential inspections. You can do it in pieces or have a full-time person but not take it all. Legal work is an overload.

Citizens are questioning why we are making new ordinances when we can't control those.

Mr. Lynn McHenry – bill \$3,100.00 for all he has helped do. Rosalie is working on getting the certification.

When are we looking at trying to do this? McHenry seems to think we may have time. Due to it slowing down on the building end. Permits have decreased.

Mr. McHenry covers the McMinnville/Cookeville area and is a builder himself. Private contract for state.

5. **Other - Mayor McCall**

BZA – 2 appointments open.

Planning – as of June 1st, will have one opening due to the retirement of Rhonda Kiesling. Carol Pruitt discussion of stepping down.

If you have any ideas on these appointments the Mayor would like for you to bring them to him.

Thomas - Codes and Zoning 3 hour meeting. Pay for \$30 a meeting.

In the process, closing in on securing property for the jail. Looking at the possibility of a Letter of intent to move into agreement with county commission approval.

Amy Thomas – May 16-May 21 will be unavailable.

6. **Other Discussion:**

None

7. **Adjourn**

Motion by Gulley, seconded by Thomas. All in favor

MOTION CARRIED

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT

FINANCE COMMITTEE

MAY 2, 2023 | 6:00PM | TC COMMUNITY CENTER

BUDGET HEARINGS – NIGHT 1

MINUTES

Members Present: 5/5

Landon Gulley, Chair

Beverly Atwood

Jerry Ford

Bubba Gregory, Vice Chair

Will Dennis

Others Present: Amy Thomas – Secretary, Mayor Jack McCall, Comm. David Nollner, Comm. Lesley Overman, Comm. David Thomas, Comm. Chris Gregory, Comm. Alan Carman, Dr. Clint Satterfield, BoE Rachel Petty, BoE Barbara Towns, BoE John Kerr, BoE Rob Atwood

The meeting was called to order at 6:00 pm by Chairman Gulley. A quorum was determined with all 5 members present.

FUND 141 – GENERAL PURPOSE SCHOOLS

First order of business was the presentation of Fund 141 – General Purpose Schools by Dr. Clint Satterfield. Dr. Satterfield apologized to the Committee for an error in the TISA 46510 line item. He gave the corrected amount of \$10,147,517.

He gave a basic overview of the TISA funding and calculation components. The TISA funding does include salary increases for all certified and non-certified personnel.

Dr. Satterfield also presented the request for the County to take on debt for the Elementary School roof at about \$900,000. Went into the history of the TCES roof. When submitting a claim for insurance recovery, TNRMT assessed that the damage was not caused by weather, but by poor installation and stated they would no longer insure the roof. The statute of limitations has expired on litigation towards the installation.

The proposed is \$750,000 for a flat roof as it exists or \$893,000 for a slightly pitched roof such as what was installed on JSMS.

Dr. Satterfield went into his plans for capital outlay projects. The first project is the restrooms at the football stadium. The plumbing is cast iron, built in 1963. Several issues arise from the outdated system and structure. The resolution is to go in, cut the floors out, and renovate the rooms. This includes making the restrooms ADA compliant.

The next project is to build a Field House out of the flood plain to house the football team. Will be able to rebuild on the existing field house footprint that lays within the flood way. The fieldhouse would include a weight room and training rooms. This building would also be available to all sports teams and not just the football.

The request is for the Schools to take on the 2.4M capital projects and ask the County to fund \$967,500.

Mr. Gulley stated that if the Commission were to agree to the TCES roof project it would be a debt to take on. Capital Projects are not included in the Maintenance of Effort calculation. Current interest rates are estimated at 5.37%. Referencing the JSMS roof note, that was a 10yr note for a little over 1.04 million at 2.77% - an annual payment would roughly be \$120,000/year.

Dennis asked about the estimated net change over the previous two years. The schools were able to bring in over \$200K both years when budgeted at a loss.

Ford asked about future additions to the Elementary School. Dr. Satterfield said those plans have changed over the years and nothing has come to fruition at this time.

Gulley also pointed out the proposed ending fund balance is now landing at 1.372M. Dr. Satterfield stated he would need to go back to the Board of Education to review the budget due to the error in TISA amount.

Gulley asked the committee for their opinion on a recommendation whether favorable or unfavorable. This decision is more of a debt piece and not a MoE contribution.

The next BoE board meeting is on May 19. Dr. Satterfield can do a special called meeting on Tuesday, May 9 in order to review the changes and reevaluate the proposed numbers. This meeting will be recorded.

BoE chairman Kerr said he is encouraged by the support of the BoE for the schools to restore and enhance their buildings and structures. It is possible that if the County doesn't agree to finance the roof project, the BoE may need to look into rearranging the capital project priorities.

Atwood is not questioning the need for renovations, but it is early in the budget discussions to be able to make a decision.

Gregory motioned for the school board to review and bring it back to the committee on May 11; seconded by Atwood.

MOTION CARRIED

w/o opposition

Dr. Satterfield reiterated that the elementary school roof is for ALL students.

Chris Gregory asked about the previous project to do maintenance on the TCES roof in 2021. That amount was roughly \$452,000 from the schools' funds. Dr. Satterfield answered that this project was before the tornado that came through and did more damage. David Thomas asked about the funds that were set aside for this project. Dr. Satterfield said the funds were rolled back into fund balance, structural assessment, and also went toward attorney fees.

FUND 151 – DEBT SERVICES

Committee reviewed the budget for Debt Services. Several loans have been paid off over the years.

ARPA funding was considered to pay off the CJC debt.

Gulley asked Amy Thomas to look into the gain on interest on the ARPA funding. She will also reach out to TMBF for options on refunding the variable rates.

Atwood motion to adjourn; seconded by Dennis.

Meeting adjourned at 7:38pm

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT

FINANCE COMMITTEE

MAY 3, 2023 | 6:00PM | TC COMMUNITY CENTER

BUDGET HEARINGS – NIGHT 2

MINUTES

Members Present: 5/5

Landon Gulley, Chair

Bubba Gregory, Vice Chair

Beverly Atwood

Will Dennis

Jerry Ford

Others Present: Amy Thomas – *Secretary*, Mayor Jack McCall, Comm. Lesley Overman, Comm. Chris Gregory, Rebecca Troutt, Soil Conservation Staff, Rosalie Myhan, Jason Evitts, Tommy McFarland, Steve Paxton, VSO Ben Fiock

The meeting was called to order at 6:00 pm by Chairman Gulley. A quorum was determined with all 5 members present. Order of departments was determined by department heads present at the meeting.

FUND 101 – COUNTY GENERAL

- **Soil Conservation (57500) pg35**

Mr. Copas presented their proposal. They are asking for a FT position to be created by the County for a Soil Technician. Other counties employ the USDA soil conservation staff. This position secures grant funding, assists community farmers, soil erosion, and other responsibilities of the office. This position is offset by \$21,000 funding from NRCS/TDA. This amount will need to be included in the revenues. This position would be solely dedicated to Trousdale. Technician is not intending on taking the County's insurance; \$7,056 was removed from the total making the function \$49,280. With the contribution, the total increase requested is estimated \$5,000.

Motion by TB Gregory to recommend this function to the Commission; seconded by Atwood.

MOTION CARRIED

1 abstention - J Ford

- **Ag Extension (57100) pg 35**

Jason Evitts was present to present the requests for the UT Ag Extension Office. The biggest change is in the salaries. The County's MOU sets a 22% contribution towards salaries and benefits. This is truly an estimated budget as the salary number is slightly inflated due to the unknown rate the new employees will be hired as that depends on their credentials.

Motion by Atwood to recommend this function to the Commission; seconded by Ford.

MOTION CARRIED

w/o opposition

- **Animal Shelter (55120) pg 30**

Rebecca Troutt was present to present the department's requests. She is asking for a second part time employee. Veterinary Services are also increasing per the veterinarian offices. Building improvements include upgrading the roof and play yard drainage. Electricity costs are up due to holes in the roof and poor insulation. Would be able to use \$8,000 of her reserves to offset the costs. Mayor asked for an update on the creation of a nonprofit. She has completed the application and has set up a board. Waiting for the federal government to complete the process. The idea is to separate the Shelter from the County within the next year or two. Other counties run with the nonprofit and a contract with an Animal Control officer through the County. Ms. Troutt is the only FT employee in the department and does not plan on taking the County's insurance. Current intake hold is 2-3 weeks; with 12 animals in the shelter. There is a waiting list to have animals come into the shelter. Every intake is altered and vaccinated. Food costs can be offset by donations, but that is not a definite service. She is also requesting 2 computers and a new printer. Committee is asking if she could get by with one computer at this time and the printer.

Motion by TB Gregory to recommend the \$105,020 to the Commission; seconded by Dennis.

MOTION CARRIED

w/o opposition

- **Planning (51720) pg 11**

Rosalie Myhan presented the requests for the Planning office. A handout included the revenues brought in over the previous two years. This handout also included the new fee schedule that was approved by the Commission. Currently, the County is using state inspectors for the county sites. It is still being discussed on how the office will move forward.

106 – A request for the salary of Ms. Myhan to increase by 20% due to the added responsibility of the office. Ms. Myhan stated that the inspections are a small percentage of the office and the main responsibilities include codes enforcement, planning, and office administration. Ms. Myhan is in the process of obtaining certifications for codes and inspection and will be testing in the next few months. At this time the Committee feels that the 20% increase may ruffle feathers amongst other departments. Commissioner Overman suggested that when she earns her certifications her rate could be reevaluated. Commissioner C Gregory stated that the work she is doing is above and beyond the assigned duties. Mayor added that even with the previous director, Ms. Myhan did the majority of the responsibilities of the office. Dennis would like to see how the office will be structured going forward and reevaluate at that time. Mayor advised that an 2.5% increase in current salary with a bonus or supplement during the interim. This discussion will be taken up at a later night.

399 – The increase listed in this line serves as a place holder as the cost for services provided by outside sources. The services provided by the state inspectors run about \$115 per inspection based on a recent invoice. An annual amount may get up to \$36,00. We have also been using Macon County staff for inspections but have not received an invoice.

471 – Requesting a software platform to make the office more accessible and efficient. iWorx runs roughly \$15,000. Software will allow for smoother communication between all parties. The platform will also allow for online payments.

No action taken at this time.

- **Election Commission (51500) pg 9**

Adm of Elections Steven Paxton presented the requests of the Election Commission. Expenses include the move to the Courthouse and the state mandated change to our voting machines. There is a grant for the voting machines (\$129,170). Machines will now print out a confirmation of vote to the voter.

There will be two elections in this budget March 2024 (state will reimburse for the expenses) and one in August 2024. Poll worker rates are also increasing. Mr. Paxton has researched surrounding areas to be comparable with how they pay.

192 – Election Commission rates are also increasing due to duties and the work of two elections. Will be meeting more due to the two elections.

106 – Deputies are year round office workers.

193 – Temporary poll workers during election periods.

TB Gregory to recommend to full Commission; seconded by Atwood

MOTION CARRIED
w/o opposition

- **Veteran Services (58300) pg 36**

TB Gregory to recommend to full Commission; seconded by Atwood

MOTION CARRIED
w/o opposition

- **County Commission (51100) pg 7**

TB Gregory to recommend to full Commission; seconded by Ford

MOTION CARRIED
w/o opposition

- **Beer Board (51220) pg 7**

Dennis to recommend to full Commission; seconded by Ford

MOTION CARRIED
w/o opposition

- **County Attorney (51400) pg 8**

Atwood to recommend to full Commission; seconded by TB Gregory

MOTION CARRIED
w/o opposition

- **Register of Deeds (51600) pg 10**

Atwood to recommend to full Commission; seconded by Dennis

MOTION CARRIED
w/o opposition

- **Archives (51910) pg 13**

TB Gregory to recommend to full Commission; seconded by Ford

MOTION CARRIED
w/o opposition

- **Property Assessor (52300) pg 14**

Dennis to recommend to full Commission; seconded by TB Gregory

MOTION CARRIED
w/o opposition

- **County Trustee (52400) pg 15**

TB Gregory to recommend to full Commission; seconded by Atwood

MOTION CARRIED
w/o opposition

- **County Clerk (52500) pg 16**

Atwood questioned needed equipment for the office transition. Any equipment would come from the Clerk's reserves and be as a budget amendment at a later time.

Atwood to recommend to full Commission; seconded by Dennis

MOTION CARRIED
w/o opposition

- **Data Processing (52600) pg 16**

Increases include an upgrade to the Gmail platform to include auditing services and purchase of new phones.

Ford motioned to recommend to full Commission; seconded by Atwood

MOTION CARRIED
w/o opposition

- **Circuit Court (53100) pg 17**

- **General Sessions (53300) pg 18**

- **Chancery Court (53400) pg 18**

- **Judicial Commissioners (53700) pg 19**

All court and judicial functions were reviewed together.

TB Gregory motioned to recommend to full Commission; seconded by Atwood

MOTION CARRIED
w/o opposition

- **Juvenile Services (54240) pg 25**

Atwood motioned to recommend to full Commission; seconded by Dennis

MOTION CARRIED
w/o opposition

- **Health Dept (55110) pg 29**

Ford motioned to recommend to full Commission; seconded by Dennis

MOTION CARRIED
w/o opposition

- **Litter Program (55720) pg 31**

This is an annual TDOT Grant Funded program

Atwood motioned to recommend to full Commission; seconded by Dennis

MOTION CARRIED
w/o opposition

- **Senior Center (56100 / 56300) pg 32**

Ford motioned to recommend to full Commission; seconded by TB Gregory

MOTION CARRIED
w/o opposition

- **Libraries (56500) pg 33**

TB Gregory motioned to recommend to full Commission; seconded by Dennis

MOTION CARRIED
w/o opposition

- **Other Charges (58400) pg 37**

735 – Health Equipment. AED program \$1,680 per unit per year. County received 7 units in 2017 from a local group to be disbursed to County Buildings. After a recent inspection, these units are outdated and need to be replaced.

- **Employee Benefits (58600) pg 37**

This function holds funds for unemployment claims against the County

- **Nonprofit Contributions (58900) pg 37**

TB Gregory motioned to recommend to full Commission; seconded by Dennis

MOTION CARRIED
w/o opposition

- County Mayor (51300) pg 8

No discussion or action taken to be moved to another night.

Ford asked about the salary increase as compared to last year. The compensation piece was based on whether the county could financially carry the burden. Ms. Thomas will provide the numbers with no step increases to the Committee.

Motion to adjourn by Ford; Atwood.
Meeting adjourned at 8:27pm

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT

FINANCE COMMITTEE

MAY 4, 2023 | 6:00PM | TC COMMUNITY CENTER

BUDGET HEARINGS – NIGHT 3

MINUTES

Members Present: 5/5

Landon Gulley, Chair

Bubba Gregory, Vice Chair

Beverly Atwood

Will Dennis

Jerry Ford

Others Present: Amy Thomas – *Secretary*, Mayor Jack McCall, Comm. Lesley Overman, Comm. Chris Gregory, PW Director Cliff Sallee, Comm Lonnie Taylor, Mark Beeler, Tommy McFarland, and Bill Scruggs

The meeting was called to order at 6:00 pm by Chairman Gulley. A quorum was determined with all 5 members present. Order of departments was determined by department heads present at the meeting.

FUND 131 – HIGHWAY DEPARTMENT

Peggy Taylor included notes for the departments' budget. Bill Scruggs was present to answer questions from the Committee. The total local revenues represent the 5yr average or the maintenance of effort for the department. A 2.5% increase for employee wages is included. Atwood asked about overtime use. Scruggs is keeping an eye on the hours and can alternate employees to keep the costs down. Overtime is mainly used during storm clean up. Ford asked about the insurance contributions for employees. Scruggs did not have that information ready at the meeting. Gulley stated that the bottom line is that the department is not asking for any additional funding and it is able to carry the expenditures within their funding.

Motion by TB Gregory to send to Commission with favorable recommendation; seconded by Atwood

MOTION CARRIED

w/o opposition

FUND 101 – COUNTY GENERAL

51800 – County Buildings

707 – Building Improvements | Administration Building with the moving of offices and repairs to flooring where the Water department used to be. UT Extension office needs a roof replaced; however, this may occur in FY23. Moving to LED lighting in all county buildings. The goal for FY24 is the library lighting. Savings have been showing around \$20-30 a month.

A generator will need to be purchased for the Administration building. The current one is on its last legs.

Motion by Atwood to send to Commission with favorable recommendation; seconded by TB Gregory

MOTION CARRIED

w/o opposition

56700 – Parks & Recreation

We now have a groundskeeper in place to oversee the parks. He is being trained to do playground equipment inspections. We will need to continue doing weekly inspections on the playground especially with the upcoming new equipment.

790 – Ford asked if we could purchase the camera system with ARPA funding. This is an appropriate use should the Committee move in that direction. Cameras would be in the ballfield areas and the walking track. Lines have already been installed in preparation for the expense. This was during the installation of the ballfield lights.

Motion by Ford to use ARPA funding for 790 Other Equipment and send to Commission with favorable recommendation; seconded by Atwood

MOTION CARRIED

w/o opposition

91150 – LPRF Project

Project is moving forward. The Public Works Committee will be reviewing design ideas at their next meeting (May 17).

Motion by Dennis to send to Commission with favorable recommendation; seconded by TB Gregory

MOTION CARRIED
w/o opposition

FUND 116 – SOLID WASTE

Fund was presented with two options on expenditures. The blue column contains requested vehicles, and the orange shows without. Mr. Sallee is asking for a Roll Off Truck, Backhoe, and Baler head.

55732 Convenience Center

147 Truck Drivers A supervisory role was created within the line item to delegate some of the workload. This person would be supervising around 10 employees. Mr. Sallee will still be the director of the departments.

207 Insurance \$588/mo. We are only keeping up with the cost of insurance.

718 Motor Vehicles Current vehicles are nearing their end of life. Current roll off is a continuous maintenance nightmare as it needs attention every 2-3 weeks. Asking for a Western Star \$230,000. Would like to move away from the Mack trucks. Two year lead time; *order today, delivery would be in 2025.*

790 Backhoe Current backhoe is also nearing end of life. Hydraulic lines are failing, several leaks throughout. Committee is appreciative of the hard work

Motion by Ford to use \$397,500 of ARPA for the purchase of the Roll Off, Pick Up Truck, and backhoe and to send to Commission with favorable recommendation; seconded by Atwood

MOTION CARRIED
w/o opposition

55751 Recycling Center

Baler head requested at \$25000.

Dennis asked about the Sales of Recycled materials revenue. Sallee said he had 5 tons out for sale, but have not seen the income from this as of today. The estimated revenue for FY23 will increase once this is received.

Motion by Ford to use \$25,000 of ARPA for the purchase of the baler head and to send to Commission with favorable recommendation; seconded by Atwood

MOTION CARRIED
w/o opposition

55759 OTHER WASTE DISPOSAL

Disposal fees charged by the Smith County Landfill. Amount of waste has been increasing annually. Still locked into the 5 year tipping fees of \$37 per ton. However the growth of residential areas within the County means more waste being taken to the landfill. Mr. McFarland offered that we do take the leachate from Smith County and charge them for the services. There is a definite give and take relationship in this area with Smith County.

Motion by TB Gregory to send to Commission with favorable recommendation; seconded by Ford

MOTION CARRIED
w/o opposition

55770 POSTCLOSURE CARE COSTS

Two landfills at the end of Gammons Lane. We continue to maintain these areas. Inspections have been passed each year. We are required to test quarterly. It's possible this could be lessened within the next year. There is some confusion on the state level as to how the landfills are listed in their system. Sallee is working with the state to get this corrected. State is satisfied with the current conditions.

58400 OTHER CHARGES

Motion by TB Gregory to send to Commission with favorable recommendation; seconded by Atwood
MOTION CARRIED
w/o opposition

FUND 111 URBAN SERVICES

55731 Waste Pickup

Not at a full staff at this time. No concerns were noted at this time.

Motion by TB Gregory to send to Commission with favorable recommendation; seconded by Ford
MOTION CARRIED
w/o opposition

54310 Volunteer Fire Department

FUND 101 COUNTY GENERAL

Interim Chief Mark Beeler presented requests for the volunteer fire department. Several equipment pieces are being repaired and maintained. His main request is for a Brush Truck to replace the new one totaled in December 2022. Unfortunately the insurance recovery will not cover the purchase of a new truck. Mayor McCall opted to keep the damaged truck and attempt to repair to a serviceable vehicle. Blankenship may be able to straighten the damaged chassis. Beeler would like to take the insurance recovery combined with ARPA funding to order a new truck for a total of \$245,000. Lead time is about 6 months to a year. This vehicle would come partially equipped. There are hoses, radios, rakes, etc that would need to be added to the truck. 7:31pm watch video for truck models.

Would like to have two brush trucks in the fleet to assist with the numerous brush fires. There are more brush and grassland fires than structural. It would also lend to the idea of satellite stations for a truck to be stationed away from the main station.

790 Other Equipment – Turn out gear is approximately \$3,200 a set. Proposing \$30,000 for 9-10 sets.

Received a grant for \$11,400 for thermal camera and 6 SCBA bottles.

Motion by Ford to use \$126,000 of ARPA toward the purchase of the Brush Truck and to send to Commission with favorable recommendation; seconded by Atwood
MOTION CARRIED
w/o opposition

FUND 111 URBAN SERVICES

Still have fire expenses in urban services due to the way the urban district was set up through the 2001 Charter. Residents within the urban services do get some benefits in their home insurance.

790 – Asking for SCBA bottles, extension ladders, and certify current SCBA bottles to come from the Urban Services funding.

Ford asked to cut back to last year’s budget amount of \$9,500; Beeler obliged.

Motion by Ford to send to Commission with favorable recommendation; seconded by TB Gregory
MOTION CARRIED
w/o opposition

Notice – the May 11 meeting will be at the Water & Sewer Department conference room at 7pm.
Urban Services moved to May 15 at 5:30pm.

Motion to adjourn by Ford; seconded by Dennis.

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT

FINANCE COMMITTEE

MAY 9, 2023 | 6:00PM | TC COMMUNITY CENTER

BUDGET HEARINGS – NIGHT 4

MINUTES

Members Present: 5/5

Landon Gulley, Chair

Bubba Gregory, Vice Chair

Beverly Atwood

Will Dennis

Jerry Ford

Others Present: Amy Thomas – *Secretary*, Sheriff Ray Russell, Mayor Jack McCall, Comm. Lesley Overman, Comm. Chris Gregory,

The meeting was called to order at 6:00 pm by Chairman Gulley. A quorum was determined with all 5 members present. Tonight’s agenda concerns all the Sheriff Departments.

FUND 101 – COUNTY GENERAL

53290 Courtroom Security

A decrease in the department is scheduled for this year due to positions transitioning to other areas. He is now using a court liaison to assist in streamlining the process. Court use is picking back up as court was in session every day last week. Cases from TTCC do run through our court system. Most likely will be below the proposed amount.

Motion by Atwood to send to Commission with favorable recommendation; seconded by Ford

MOTION CARRIED

w/o opposition

54110 Sheriff

Increasing the officers by 4 deputies to have an added officer on each shift – 3 in general and 1 in urban services. Aims to hire from the Jail staff. Also increasing the dispatchers to 4. Dispatchers are being asked to stay on the lines longer with more responsibilities. The increase will allow 2 dispatchers for each shift. Staff is spread out amongst different areas including investigation, SO Registry duties, and patrol. The School Resource Officers will be funded through a state grant and have been moved to 54120 Special Patrol. This will allow a more accurate account of expenses.

Each new officer would include a new vehicle. Normally asks for 3 new vehicles, this year is asking for 7 to cover the new officers and keep the momentum of new vehicles.

Committee asked if overtime could be trimmed down to \$100,000 since he is working a full staff. Sheriff agreed to do so. Also reduced the travel line item to \$8,500.

Motion by Ford to use \$290,000 of ARPA for the vehicle purchases and to send to Commission with favorable recommendation; seconded by TB Gregory

MOTION CARRIED

w/o opposition

54120 Special Patrol | SRO

State will be funding School Security positions in the amount of \$230,000. Funding can only be used for school security. Will be moving the SROs from compensated time to an overtime system. To keep a better account of these expenses, the SRO expenses have been separated into their own function.

Motion by TB Gregory to send to Commission with favorable recommendation; seconded by Atwood

MOTION CARRIED

w/o opposition

54150 Drug Enforcement

No major changes. Does include the step increase

Motion by Atwood to send to Commission with favorable recommendation; seconded by TB Gregory
MOTION CARRIED
w/o opposition

54160 SO Registry

Budgeted the same each year. Offset by SOR fees. Includes computers, software, or any items specifically for SOR use.

Motion by Atwood to send to Commission with favorable recommendation; seconded by TB Gregory
MOTION CARRIED
w/o opposition

54210 Jail

Adding a Warrant Clerk to the staff. State is recommending the Sheriff add a specific position to only handle warrants. As it is now, too many hands are in the process and things are getting missed. This position would be housed at the jail facility. Sheriff said the overtime could be dropped to \$15,000. Committee also dropped the travel line item to \$5,000 and the food to \$55,000. New total to \$1,436,564.

Motion by Dennis to send to Commission with favorable recommendation; seconded by Atwood
MOTION CARRIED
w/o opposition

54220 Workhouse

The assessment for the guards found that the staff members are more on the maintenance side of responsibilities. The Sheriff believes they were designated too low per the wage study and requested an adjustment to their rates. The positions have evolved past what they were hired at for their position. Besides overseeing inmates, they do building maintenance, install flooring, paint buildings, maintain equipment, construction, etc. This moves the two positions from a grade 6 to a grade 7. Last year they were classified at a lower rate than an entry level guard and the Sheriff asks to adjust them to where they should be for the work they do. Overtime was moved to \$500.

Motion by TB Gregory to send to Commission with favorable recommendation; seconded by Dennis
MOTION CARRIED
w/o opposition

55170 Alcohol and Drug Programs

Money is used for classes and instruction. Have not held the class in a few years. Funds drug treatment for inmates.

Motion by Atwood to send to Commission with favorable recommendation; seconded by Dennis
MOTION CARRIED
w/o opposition

FUND 111 – URBAN SERVICES

54110 Sheriff

Adjustments were made to the deputy line item, overtime, insurance, and vehicle maintenance bringing the final total to \$743,595.

Motion by TB Gregory to use ARPA for \$100,000 for the purchase of new vehicles and recommend to the commission; seconded by Atwood
MOTION CARRIED
w/o opposition

FUND 122 – COUNTY DRUG FUND

No major concerns noted

Motion by Atwood to send to Commission with favorable recommendation; seconded by TB Gregory

MOTION CARRIED

w/o opposition

Adjourn Atwood; Ford 7:58pm

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT

FINANCE COMMITTEE

MAY 10, 2023 | 6:00PM | TC COMMUNITY CENTER

BUDGET HEARINGS – NIGHT 5

MINUTES

Members Present: 5/5

Landon Gulley, Chair

Bubba Gregory, Vice Chair

Beverly Atwood

Will Dennis

Jerry Ford

Others Present: Amy Thomas – *Secretary*, Mayor Jack McCall, Comm. Lesley Overman, Comm. Chris Gregory, Comm. David Thomas, Comm. David Nollner, Daniel Harris, Matt Batey, Jay Woodard

The meeting was called to order at 6:00 pm by Chairman Gulley. A quorum was determined with all 5 members present. Tonight's agenda will address the Water Department, Volunteer Rescue Squad, Emergency Management Agency, Ambulance Services, and the Mayor's Office.

FUND 101 – COUNTY GENERAL

54420 Volunteer Rescue Squad

Daniel Harris presented his requests to the Committee. Harris introduced himself to the Committee and described his background. He decided to volunteer to make a difference in the community and help get the County to where it needs to be to provide services.

Contributions have increased due to the membership growing from 13 to 20. The call volume has also increased over the year. Members are paid December – November. Max membership is 20 due to the bylaws of the group. Members are also paid for trainings as well as meetings. The unused amount can be moved to the equipment line item – this has been a regular transfer over the years. Average amount of calls is 15-22 per month. Rescue goes out on manpower, medical calls, vehicle accidents, etc. Rescue does respond to all medical calls; this would involve all available members. There are members that are also on the Fire Department.

316 – moved to \$15,000

335 – Repairs to the office area. Bathroom has had water leaks and drywall needs to be replaced from the damage; flooring has been destroyed from storm water coming in through the doors. Will work with Public Works to see what can be done to help the drainage around the building. The space also needs better lighting. Exterior wall was blown out by the last severe storm that came through the area. Originally was going to request \$10,000; but marked down to \$5,000 to at least get the bathrooms remodeled. Committee feels the drainage needs to be the priority before doing the repairs to the building. Gulley would like to see a quote into the repairs before moving forward and asks to move the amount to \$1,000.

451 – Uniforms. Moving to purchasing Class B uniforms for the members. More professional look. Shirts \$88 each, \$40 for collared shirt, and \$80 for pants. Could also be for badges \$120 each. This will be for all 20 members. Committee stated this is a volunteer department. Agrees that unified shirts would be warranted, but believes the request for the more expensive attire for a volunteer group is excessive. Move amount to \$2,500

708 – Communication equipment. Several members are also on Fire and do not need a second radio. Does not have any extras for new members or those that leave the fire department. Not able to communicate with surrounding counties due to lack of frequency to reach them. Also asking for computers/tablets to do the run tickets for the group. There is no county owned computer tied to the rescue squad. Asking for 2 computers and 3 tablets. Computers would be used for patient information – secured station, and the other would be for member training and office work. Tablets will be used for recording the run tickets. The run tickets are also used to track call attendance for per diem pay. Had an issue in 2022 with tickets not being properly recorded; therefore, some members did not get paid appropriately. Projected cost of a computer is \$600-1,000. Tablets run about \$1,600 for iPad pros. Tablets would be mounted in the vehicle. Estimated cost of a multiband radio is \$5,200. A single band radio is around \$1,510. Moving the line item to \$7,500

718 – Motor Vehicles. Currently two vehicles are inoperable. The extrication truck is in Lafayette for repairs. The only working vehicle is a 2500 truck that is currently carrying all the equipment for the department. Has a 2022 Tahoe on hold at Wilson Chevrolet / General Motors for roughly \$40,000. This is being priced on the FY22

state contract. Other makes of vehicles are not available for another 2 years. A 2500 truck is not available at this time. The allotted amount to the dealership have already been spoken for by other entities. There is a 2500 Crew Cab V8 available. It would be able to pull the equipment except the swift water trailer. His main concern is that the fleet is down by two vehicles out of the four. If the Tahoe is purchased, it would be purchased on the FY23 budget and delivered on May 16.

Gulley stated his concern on the 1500 model has been discussed in the past and didn't have the needed power for pulling equipment.

The amount of the vehicle purchase is around \$75,000. The additional funding is for the marking and equipping the vehicles for rescue use. Harris also produced TCA codes addressing the required lighting for emergency vehicles. Equipment and lighting must be installed by professionals for it to meet the requirements. Installation estimate is \$13,500 for the Tahoe and \$10,331 for the pick up truck. The \$108,000 amount would cover both vehicles in the purchase and equipping of the two vehicles.

Commissioner Thomas asked about a used vehicle option. There are websites offering used rescue vehicles that are partially equipped. Harris said that he isn't asking for a rescue vehicle, but for a multipurpose vehicle that can be used in different scenarios.

Recommendation from the committee is to look for a good quality used vehicle ¾ ton or larger vehicle to be able to pull the equipment. Vehicle should be in the range of \$45,000 to \$55,000.

Ford recommends that the Tahoe is purchased this year FY23 from \$50,000 ARPA funding and remove funding for FY24.

Striking the \$108,000 completely. Moving \$20,100 from ARPA to FY23 budget to cover the purchase of the Tahoe and lighting. The striping of the vehicle would be expensed from the FY24 budget.

790 – Other Equipment. Will be used for remaining needs of turnout gear – 4 sets. Can remove the funding for computer mounts. Also needs a hydraulic ram for a full set of extrication equipment. General equipment throughout the year such as swift water, rope gear, and others. Move line to \$20,000.

Motion by Atwood to send to Commission with favorable recommendation; seconded by Ford

MOTION CARRIED
w/o opposition

54490 Emergency Management Agency (EMA)

No major concerns for this department.

Motion by TB Gregory to send to Commission with favorable recommendation; seconded by Ford

MOTION CARRIED
w/o opposition

54610 County Coroner / Medical Examiner

Motion by Atwood to send to Commission with favorable recommendation; seconded by Ford

MOTION CARRIED
w/o opposition

FUND 118 – AMBULANCE SERVICES

Chief Batey presented the requests for Ambulance Funds. Currently not fully staffed; short 5 paramedics. Requesting 5 part time positions to cover periods of short staffing. Most of the requested increase overall is in the part time line item. Batey does fill in when short staffed. Does not stay the full 24 hour shift but does assist when he can.

169 – Part time employees. Committee removed this amount and will amend the budget throughout the year as part time help is used. The Committee stresses that Chief Batey can hire on part time or PRN workers and the funding will be addressed throughout the year.

207 – Medical Insurance. Not all employees take insurance. Move to 12 employees at \$84,672

335 – Building remodel needed. Flooring is needed, drywall, awning work. Gulley suggested asking the Sheriff’s workhouse crew to assist with the needed repairs. Leave at 30,000

Motion by Atwood to send to Commission with favorable recommendation; seconded by TB Gregory MOTION CARRIED <i>w/o opposition</i>
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Tomorrow’s meeting will be at the Water Department’s conference.

Motion to adjourn Atwood; Gregory 8:02pm

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT

FINANCE COMMITTEE

MAY 11, 2023 | 7:00PM | WATER & SEWER DEPARTMENT

BUDGET HEARINGS – NIGHT 6

MINUTES

Members Present: 5/5

Landon Gulley, Chair

Beverly Atwood

Jerry Ford

Bubba Gregory, Vice Chair

Will Dennis

Others Present: Amy Thomas – *Secretary*, Mayor Jack McCall, Comm. Lesley Overman, Comm. Chris Gregory, Comm. David Thomas, Comm. David Nollner, Clint Satterfield, Angie Williams, members of the School Board, Heather Bay, Tommy McFarland, Rosalie Myhan,

The meeting was called to order at 6:00 pm by Chairman Gulley. A quorum was determined with all 5 members present. Tonight's agenda will address the Water Department, Schools, Planning Office, and the Mayor's office.

FUND 141 – Schools Fund

In a special called meeting of the Board of Education on May 9, the Board approved a revised budget to present to the committee. An update to the State Funding was made – 46510 TISA \$10,147,516. The contributions 48130 also shows \$967,500 which would be the amount the County General would make to the Schools. The contributions line item would not affect the Maintenance of Effort.

In speaking with TMBF, a loan was figured that included both a \$1,000,000 for the schools and the \$900,000 for the TCES Roof project. By combining the two projects into an amount over \$1,000,000, TMBF was able to shop the loan to more banks and get a rate at 4.797%. The schools would pay the principal and interest of the \$1,000,000 portion and the County General would pay the principal and interest of the \$900,000 portion.

The shared expenses are included in 76100-399 for the \$67,500 architecture fees and 76100-707 \$900,000 TCES Roof.

Another addition was to the 73400 Early Education, a teacher position was added to the department. The addition includes salary and benefits.

This proposed budget would Annual expenses to the County would be \$145,334. Dennis looked into the financing and said if we take this on as a 10 year, but pay as an 8 year we could save \$50,000 in interest. Loan would be fixed at 4.797% for five years. Loan is set up as a draw loan, only pay interest during the time of the draw. When the project is complete you will begin payment of the principal.

Dr. Satterfield called TMBF for answers to Dennis' questions. The rate begins on Day 1 of the loan, 3 year draw period, 2 years of payback. On year 6, the rate would be reassessed, and we would have the option of continuing with the new rate or refund the debt with other banks. Dennis feels we would need to pay the loan as set in the amortization schedule from day one. Additional principal payments may need to be made during the first three years. This thought would concern only the county's portion of the debt.

Ford motioned to recommend the budget and the County taking on the debt for the TCES roof at \$967,500; second by Atwood.

MOTION CARRIED

w/o opposition

WATER & SEWER DEPARTMENT

Tommy McFarland presented the proposed budget. No rate increase included. Did budget on a 2.5% increase in revenue due to growth. Expenses are up due to the economy affecting the cost of supplies. Office employees are 3FT and 1PT and a bookkeeper. As staff members retire or step away, will need to look in bringing new staff into the office.

Implementing a hydrant system that is able to be retrofitted which saves in costs, Also looking into getting a camera system for the sewer lines to find the areas that need work and submit data for grant funding. Many of the projects are capitalized to help reduce the costs. Dennis asks if the older hydrants that are being pulled could be placed in the rural areas of the county. McFarland said many of those are sold. The water lines areas also not available to service the hydrants.

New equipment is being purchased to help clean out the lines from leaves and debris. Will also assist in the camera system that is being implemented. Two trucks are being rotated out due to age and wear.

Motion by TB Gregory to recommend to the full Commission; second by Dennis.

MOTION CARRIED
w/o opposition

FUND 121 SPECIAL FUND

This fund handles the monies for TTCC from the state. Atwood would like to see an increase in the annual funding. Previous administration was able to get it to \$300,000.

Motion by Atwood to recommend to the full Commission; second by Ford.

MOTION CARRIED
w/o opposition

101 – GENERAL FUND

51720 – Planning Office

Rosalie Myhan handed out job descriptions for the Planning office. She highlighted the items of the Building Inspector that she has had to take in the interim since March 2023. Following up on the previous discussion, a salary supplement was suggested. Ms. Thomas followed up on a 20% supplement for Ms. Myhan during the interim.

Gulley asked if we are using an outside source, why is work being done outside of the office? The state inspector is available on Tuesday and Thursday. Ms. Myhan does go out to sites and takes pictures in working with the inspector to get the different phases approved and signed off. Ms. Myhan only signs off on documents approved by the inspector and makes that notation.

Ford stated that we went through the wage study to adjust the positions to a market rate.

Ms. Myhan does attend the Planning Commission meetings, Codes & Zoning Committee meetings, and prepares the paperwork for planning.

The software line item includes the software platform that would streamline the procedures of the office. The new fee system for the planning applications

Motion by TB Gregory to add the \$2,750 bonus to the office manager and recommend to the full Commission; second by Ford.

MOTION CARRIED
w/o opposition

51300 Mayor’s Office

Review of the mayor’s staffed positions. The Exec Admin Asst/Budget Director position to be changed to Chief Administrative Officer and moving from an hourly position to salary position set at \$65,000 (*Grade 12, Step 2*). This position also handles the grant administration and can be supplemented by fees through the grants. Moving to a salary position will eliminate overtime for this position. Responsibilities of this position have not changed and will still include overseeing the Accounting Department, managing the Mayor’s office, grant administration, and Commission assistant.

Mayor has asked for a discretionary fund that will be reviewed by the Committee for any expense from this funding. Expenses could include luncheons, business meals, and other miscellaneous expenses. Committee set the amount at \$10,000.

Motion by Atwood to adjust the title of the Executive Administrative Assistant/Budget Director to Chief Administrative Officer with a set salary of \$65,000 and recommend to the full Commission; second by Dennis.

MOTION CARRIED
w/o opposition

118 Ambulance Services

Gulley wanted to clarify on the Fund 118 Ambulance Services Budget that the Director can hire part time. The adjustments to the budget would be made as needed during the year by budget amendments.

Debt Services will be revisited on Monday night at the regular Finance Committee meeting.

Motion to adjourn Atwood; Gregory 8:58pm

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT

FINANCE COMMITTEE

MAY 15, 2023 | 6:00PM | TC COMMUNITY CENTER

MINUTES

Members Present: 5/5

Landon Gulley, Chair

Beverly Atwood

Jerry Ford

Bubba Gregory, Vice Chair

Will Dennis

Others Present: Amy Thomas, Mayor Jack McCall, Hon. Branden Bellar, Comm Lonnie Taylor, Comm David Thomas, Comm David Nollner, Comm Mark Presley, Comm Chris Gregory, Comm Lesley Overman

- 1. The meeting was called to order at 6:00 pm by Chairman Gulley. Quorum was determined with all 5 members present.
- 2. Minutes from the April 17, 2023 regular meeting were reviewed.

Motion to accept the minutes as presented by TB Gregory; second by Atwood.
Minutes accepted as presented.

3. Financial Statements

- A. **Trustee Cash Balance | April 2023** Committee Reviewed the April 2023 Statement. No concerns were noted.

Motion to accept the cash balance as presented by Ford; second by Atwood.
Trustee Trial Balanced accepted as presented.

- B. **April 2023 Financial Summaries**

101-40161 PILOT TVA line item is higher than budgeted at 245.6%. Ms. Thomas will double check with the Trustee to see if it was receipted correctly. *(Trustee verified the amount is correct)*

101-54420 RESCUE. Last month's BA for turnout gear has not yet been expended. The department will need to open a PO by June 30.

No other concerns were noted within the other funds.

Motion to accept the financial statements as presented by Ford; second by Atwood.
April 2023 financial statements accepted as presented.

4. Budget Amendments

2023-101-21	Insurance Recovery	\$	12,291
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Insurance recovery on two structures from March 3 wind damage and a patrol incident

2023-101-22	Clean Up Entries	\$	9,500
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Clean up line items for Register of Deeds Retirement and Jail Overtime.

2023-101-23	Rescue Vehicle / ARPA transfer	\$	53,610
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Appropriating funding to purchase a new vehicle for the Rescue Squad. BA includes lighting. Full amount of transfer will be held until purchase is made. Committee does not want the full amount to completely come from ARPA funding, but understands the need for its availability.

2023-101-24	Fire: Brush Truck	\$	300,033
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This includes the insurance recovery of \$174,033 and transferring \$126,000 to the purchase of a Fire Brush Truck. Moving from FY24 to FY23 to procure the purchase.

Motion to recommend BA 101-21 through 101-24 to the full Commission by TB Gregory; second by Atwood
MOTION APPROVED
w/o opposition

2023-151-01	JSMS Additional Principal	\$ 108,794
Appropriating the additional principal payment made in November 2022.		

Motion to recommend BA 151-01 to the full Commission by Atwood; second by Dennis.
MOTION APPROVED
voice vote w/o opposition

2023-141-08	Attendance Software	\$ 5,000
Additional costs of student attendance software		

2023-141-09	Employee Health Insurance	\$ 4,200
Transfer necessary to pay for additional employee health insurance.		

2023-141-10	Textbooks	\$ 110,000
Completing the purchase of the textbook adoption cycle.		

Motion to recommend BA 141-08 through 141-10 to the full Commission by Atwood; second by TB Gregory
MOTION APPROVED
voice vote w/o opposition

5. Other Discussion

A. **Budget FY2024 Ordinances**

i. General Services Appropriations for FY2024

Ford made comment on the 2.5% wage increase including consideration of the ARPA bonuses in 2022. The County has made two years of raises. He believes that we should not do the step increase this year. Does not believe we should continue to give a continuous annual increase. Asks the committee to consider a bonus situation so it will not be obligated the following year.

Estimated expense for all funds (101, 111, 116, 118) is \$376,128 or roughly 10.2 cents. Ford suggests \$500-\$600 per employee as a bonus.

Gregory feels that two weeks have been spent on going over the numbers and the employees need to be appreciated with the proposed increased.

Mayor’s opinion is that everything is going up and employees are also affected by this. The proposed increase should stay.

Dennis opined that he agrees with Ford that the amount may not be sustainable. However, we have made headway on adjusting the wages to a market rate and have employee retention. Doesn’t believe we need to change this though on the 11th hour and we should look at this in the FY25 budget.

Atwood motioned to recommend the Ordinance to the full Commission; seconded by TB Gregory
MOTION CARRIED
w/ opposition 4 yes / 1 no (Ford)

ii. General Services Tax Levy 2023

The levy is proposed to remain at 1.9377 for General Services.

Gulley stepped down as chair to speak to the levy and Gregory took the chair. Due to the pending debt to be taken for the TCES roof, Gulley would like to increase the tax levy by 5¢ to be dedicated to Fund 151 Debt Services. This would make the total General Tax Levy 1.9877.

Gulley motioned to increase the levy by 5 cents to be dedicated to Debt Services and making the rate 1.9877; seconded by Dennis.
MOTION CARRIED
w/o opposition

iii. Urban Services Appropriations FY2024

The Urban Services Council met at an earlier meeting and recommended the ordinance for the full Commission.

Gregory motioned to recommend the Ordinance to the full Commission; seconded by Atwood

MOTION CARRIED

w/ opposition 4 yes / 1 no (Ford)

iv. Urban Services Tax Levy 2023

Urban Services Council has approved this rate.

6. Public Comment

- Comm David Thomas: to the discussion of the raises. Feels that a contribution toward the benefits would be more palatable. Employees aren't taking this benefit due to the expense.
 - Gulley has also investigated this thought and found that half of the employees take this benefit. Contributing to the insurance would not benefit all employees.

7. Adjourn: A motion to adjourn was made by Ford; seconded by Gregory.

Adjourned at 6:53 pm

*Minutes submitted by
Amy Thomas*

Hartsville/Trousdale County Planning Commission

Meeting Minutes

May 8, 2023 - 7:00 P.M. – Trousdale County Community Center

Present: Heather Bay, Amanda Carman, Mitch Gregory, Thomas Harper, Rhonda Keisling, John Kerr, David Nollner, Carol Pruitt, David Thomas, Kealan Millies-Lucke (GNRC)

Absent: None

Others Present: Randall Beach, Jim Carman, Jason Cook, Stanley Hughes, Rosalie Myhan, Bill Roberson, Bernie Vaughn, Ellen Willett

Roll Call

Chairman Kerr called the meeting to order at 7:00 P.M. and conducted a roll call.

Approval of Minutes

Chairman Kerr asked for a review of the April 10th, 2023 meeting minutes. Heather Bay made motion to approve minutes. Seconded by David Thomas. None opposed **MOTION CARRIED**

Changes to the Agenda - no changes. **MOTION CARRIED**

Public Hearing – None

Old Business – None

NEW BUSINESS

Election of Planning Commission Secretary

Mitch Gregory submitted his resignation from the Secretary position due to work circumstances. David Thomas nominated David Nollner as Secretary. Motion failed due to lack of a second. Rhonda Keisling nominated Amanda Carman as Secretary. Seconded by Heather Bay. Thomas Harper made a motion for nominations to cease and elect by acclamation. Seconded by Carol Pruitt. None opposed.

MOTION CARRIED

Rezone A-1 to R-1 by Jason Cook at 485 Temprow RD (Map 016 Parcel 06.17) to use different setbacks in the 7th Civil District

Jason Cook spoke on behalf of himself. Mr. Cook wants to rezone this property to use different setbacks to extend the front of his home. David Thomas made a motion to send to the county commission with favorable approval. Seconded by Mitch Gregory. None opposed. **MOTION CARRIED**

Site plan approval for RV Campground by Chris Barber on Hwy 25 and Hwy 231 (Map 29 Parcel 4.02) in the 6th Civil District.

Chris Barber spoke on behalf of himself. Mr. Barber wants an approval for a site plan for a RV Campground which he intends to name Rock Wall RV Park. Bernie Vaughn, Bill Roberson, Stanley Hughes, and Ellen Willett all spoke up in favor of the plans Mr. Barber has for the RV Campground. David Thomas made a motion to defer the site plan until Mr. Barber can come back with a more detailed site plan addressing issues cited by Kealan Millies-Lucke and other issues brought up during the review. Seconded by Amanda Carman. Mr. Barber will also be provided with a list of the issues. None opposed.

MOTION CARRIED

Site plan approval for The Maples A Tiny Home Community by Beach One Properties LLC on Old Halltown RD (Map 19 Parcel 14.04) for 59 units on 5.01 acres in the 7th Civil District

Randall Beach spoke on behalf of himself. Mr. Beach wants an approval for a site plan for The Maples A Tiny Home Community by Beach One Properties LLC. David Thomas made a motion to defer the site plan until the next Planning Commission meeting to allow Mr. Beach time to gather new information based on the issues cited by Ms. Millies-Lucke. Seconded by Heather Bay. None opposed **MOTION CARRIED**

Final Plat approval for Dustin Marcellino on Western Ave of 6.19 acres (Map 19-N E 30.02) for 6 lots in the 7th Civil District

Jim Carman presented the final plat. Finding no further issues, Mitch Gregory made a motion to approve the final plat. Seconded by Heather Bay. None opposed **MOTION CARRIED**

DISCUSSION ITEMS

Commercial Building Design Guidelines

GNRC staff presented the purpose and intent samples from other counties around. After a brief discussion, it was decided to go with a statement similar to Coopertown with modifications. Ms. Millies-Lucke presented roof guidelines from other counties. After a brief discussion, it was decided to go with a statement similar to Gallatin with modifications. Ms. Millies-Lucke then presented Dumpster Screening Requirements from other counties. After discussion, it was decided to go with a statement similar to Gallatin with modifications.

Closing Remarks from the Chair and Planning Office

Rosalie Myhan shared the financial status of the Planning Office from the last two years, comparing Building Permit and Impact Fees receipts to the Planning Office budget. Rezoning Fees collected were presented as will and a reminder of the new Fee Schedule which became effective May 1st, 2023.

Adjourn

Carol Pruitt made a motion to adjourn. None opposed

MOTION CARRIED

*Minutes submitted by
Amanda Carman, Secretary*

Planning Office

Statistics

Fiscal Year July 01,2021 thru June 30,2022

Budget Amount 2021-2022

Building Permit Fees Collected \$217,061.00

Adequate Facilities/Development Tax \$162,050.00

~~Total Collected \$379,111.00 \$115,577.00~~

Fiscal Year July 01,2022 thru April 30,2023

Budget Amount 2022-2023

Building Permit Fees Collected \$184,895.00

Adequate Facilities/Development Tax \$139,667.00

Total Collected \$324,562.00 \$136,056.00

ReZoning Collections

2021-2022 \$3,000.00

2022-2023 \$2,700.00

New Fee Schedule Effective May 1, 2023

Rezone Application \$ 350.00

Site Application \$ 250.00

Plat Amendment Application \$ 200.00

Minor Subdivision Application \$ 250.00

Major Subdivision Application \$ 500.00

All Applications to the BZA \$ 350.00

May 9, 2023
Hartsville-Trousdale County
Water & Sewer Utility District
Meeting of Board of Commissioners

The May meeting was called to order by Chairman Bay.

The invocation was done by Tommy McFarland.

Board members present were Heather Bay, Mayor Jack McCall, Kendra Stafford, Elizabeth Harper, and Mark White. Others in attendance were Tommy McFarland, Emily Walker, Callie White, and James Chambers.

The April 2023 minutes were approved on a motion by Elizabeth Harper and second by Mark White. Motion Approved.

The April 2023 financials were approved on a motion by Elizabeth Harper and second by Kendra Stafford. Motion Approved.

The Water Loss report was reviewed for April 2023. April's current loss is 33.8%. Found and repaired leaks attributed to the decline in water loss from March to April.

Tommy McFarland reported that Evan met the deadline and submitted the drawings on time for the TDOT project/River Bridge. The 2-19 funding is still under review and the projects submitted weren't turned down, they have been delayed so the projects already underway can be completed.

Tommy McFarland presented an updated budget proposing a 5% rate increase and a 2% growth increase. In order to cover the 25% of the approx. \$8M over the next 5-10 years, a 12% increase per year for the next 10 years is needed. After some discussion, Mark White made a motion to approve the budget without any increase. This motion was seconded by Elizabeth Harper. Motion Approved.

Mark White requested a listing of all projects that are needed and in the works in one condensed list for all board members to have and review. Tommy to provide for the June Board Meeting.

The next order of business was approval to surplus a John Deere Mowing Tractor. A motion to approve was made by Mayor Jack McCall and seconded by Mark White. Motion Approved.

Tommy had a discussion with the utility's attorney, Mike Wall, regarding the utility name. Mr. Wall stated whatever the ordinance says we are to be called, is what it should be OR we can go back to the county for a name change. Tommy McFarland to review the Ordinance and bring the exact name back to the meeting in June.

One member of the public was in attendance, James Chambers (890 Woodmore Hollow Ln). He had received a hangtag due to his name appearing on a water consumption report showing he had a rather large water consumption for the prior 24 hours. During his investigation of his lines, he states he found that his meter had been moved off his property onto his neighbor's property across a fence. He called the Water Department, and a field tech did go out and found the leak to be on the customer's side of the meter. The customer would be responsible for getting that repaired. Mr. Chambers is stating he shouldn't be responsible for paying for a repair if it was due to the water department moving his meter.

His complaint also included the fact that without a meter on his property, his property value decreased. He also stated that an electric fence had been removed from around where he thinks the meter was and strewn in the brush. He stated he doesn't know how long ago the meter was moved, but he wants it moved back to his property. Tommy McFarland will do some research in the morning and respond to the board and Mr. Chambers with his findings.

The meeting was adjourned on a motion by Elizabeth Harper and second by Kendra Stafford.

**PUBLIC WORKS COMMITTEE
MINUTES**

Meeting Date: May 17, 2023, 6 p.m., Community Center

Present: Bubba Gregory, Chris Gregory, Landon Gulley, Lonnie Taylor, Mark Presley, Richard Johnson, Public Works Director Cliff Sallee, County Mayor Jack McCall

Others Present: Public Works staff Tracy Ausderau, Callie White, Joe Slagle, Tracy Bray, Maggie McBrayer

Chairman Bubba Gregory called the meeting to order.

Minutes of the April 12, 2023 meeting were reviewed. Motion to approve by Taylor, second by Gulley.

Motion approved.

Discussion opened on park design with LPRF grant. Maggie McBrayer with Cunningham Recreation presented three color schemes for new playground equipment and flooring. Gametime Playground Equipment will provide the new play equipment. Option 1 has green & blue decks with some yellow, Option 2 brown w/ some green, orange, Option 3 orange, more earthy feel.

Chris Gregory asked if there was any cost difference on options; there is not. Taylor asked how shades compare in holding up under UV radiation from sun and temperatures of equipment on hot days. Yellow tends to fade first, per McBrayer, and no reported issues on heat. Taylor also asked if there could be more UV shades over equipment, noting the committee had previously discussed this. Bubba Gregory indicated discussion was held, but nothing ever presented to the company. Taylor asked if sunshades can be larger, yes. Presley asked if shades last as long as equipment and ease of replacement. Per MM, they are easy to replace as parts are standardized.

Motion by Gulley to approve Option 2, second by Taylor.

Motion approved

with Chris Gregory voting no, citing preference for Option 1.

Sallee said Public Works is still determining what to do with the named fence planks currently at park; looking at building a wall with them. Sallee also noted the new play area will have sidewalks along edges to encourage people to walk, exercise. Project expected to be completed by summer 2024.

Gulley asked if ordering equipment is the holdup. Yes. Also asked when the park will be unavailable to the public, this is TBD. Some current equipment (swings, riders) can be relocated temporarily. Chris Gregory asked if the gazebo was safe to move. Sallee said this has yet to be determined.

Discussion turned to pool season. PW has six lifeguards, with five scheduled for Friday, May 19 training. Sallee noted that the track record for training is not good, that we might only have six or eight. Taylor asked about modifying the pool schedule. Sallee said the county HR director has limited lifeguards to 29 hours per week and that some had overtime last year. Committee members expressed concern over this decision being made without outside input. Sallee also said the pool has a water leak, estimating \$160 a day of water loss. C.Gregory asked if the leak can be patched. Pool would have to be drained possibly, PW is examining options.

Sallee also noted new rules from HR regarding the pool, including signed waivers by parents (first time this has been required). Also noted the pool has not been inspected yet. Mayor Jack McCall said the waiver is to limit county liability as many parents drop their kids off at the pool and leave. Rules changed to require users to be 12yrs or older to be by themselves.

Sallee said if pool days are cut, PW will likely not sell season passes. No pool parties booked yet either because of uncertainty.

C.Gregory asked if opening should be delayed until we know how many lifeguards are available, also for determination on if the 29-hour limit should be in place. Sallee said PW hoped to take four applicants

who failed training and have them work in concessions to free up time for lifeguards. Sallee also said there is no one local to do training.

B.Gregory asked if the leak could be fixed. Sallee said the sewer line has to be jetted every so often and the Water Dept. camera could be used to locate leaks. Taylor asked if pipes are PVC, they are, and indicated repairs could possibly be made underwater. Draining pool would lose 225,000 gallons, per Sallee.

Motion by C.Gregory to delay pool opening for one week to determine how many lifeguards will be available, and to allow County Commission to decide issue at its May 22 meeting, second by Gulley.

Motion approved.

Discussion turned to the Solid Waste ordinance on roll-off rentals sent back from Commission in April. Gulley said there are differences between ordinance and rental agreement. C.Gregory pointed out by adding "minimum" and "per ton" to portions of line 5 of rental agreement, that clears up any differences. Roll-off rentals will be \$345 + \$45 per ton (two tons included) for initial run. Run on the same day to be \$150 and \$45 per ton. Motion to recommend to County Commission by C.Gregory, second by Presley.

Motion approved.

Discussion turned to courthouse repairs. Mayor McCall said he had been inside that morning, lots of progress was made in cleaning but the building will need professional cleaning. B.Gregory asked if still shooting for June return for meetings, McCall indicated yes. Gulley asked if any electrical permits have been pulled, no one knows. Gulley pointed out if no permits, the county has liability for any work done. McCall said he thought an electrical inspector had gone through the building. Taylor said contractors should pull permits, then have inspected. Sallee said Trane told us they would check to see if permits were pulled, but was never done. Since Trane has been paid, may not be much we can do. Local inspector referred us to someone in Carthage, who said there may be little to do about it. Committee indicated a desire to have the county attorney get involved, and have Trane initiate the process of pulling permits. Mayor agreed this needs to be resolved.

Discussion turned to parking at the Community Center. C.Gregory noted that a constituent reached out to him after having the building rented for a May 10 event but when arrived, all parking was full. Constituent asked if parking could be reserved for those renting the building. Mayor indicated it might be a one-time event because this was the same day as Farmers Market which drew a large crowd to downtown. B.Gregory indicated it would be difficult to enforce such restrictions.

Floor opened to public comment, none made.

No date scheduled for the next meeting. Motion to adjourn by Taylor, second by Gulley.

Motion approved.

Minutes presented by Chris Gregory

ACKNOWLEDGEMENTS

CERTIFICATE OF COMPLIANCE

RETAIL PACKAGE STORE

Name of Applicant: Pramukh Krupa23, Inc (Tapan Patel, stockholder)

Home Address: 5340 Budding Court

<u>Marietta</u>	<u>GA</u>	<u>30068</u>
<i>(City)</i>	<i>(State)</i>	<i>(Zip Code)</i>

Phone Number (732) 347-9490

Date of Birth _____

SSN: _____

Pursuant to Tennessee Code Annotated, Title 57, §57-3-208 and §57-3-213, this is to certify that Tapan Patel has applied for a Certificate of Compliance to sell retail alcoholic beverages in the County of Trousdale, State of Tennessee, at the street address of Hartsville Liquors, 103 White Oaks St | Hartsville, TN 37074 and that an investigation has been undertaken of the applicant’s criminal record and of the compliance of said business with local law, ordinances or resolutions, and from said investigation the undersigned certified:

1. That the applicant or applicants who are to be in actual charge of said business have not been convicted of a felony within a ten-year period, immediately preceding the date of the application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten-year period immediately preceding the date of the application; and further, that it is the undersigned’s opinion that the applicant will not violate any provisions of Tennessee Code Annotated, Title 57, Chapter3;
2. That the applicant has secured a location which complies with all restrictions of the laws, ordinances and resolutions;
3. That the applicant or applicants have complied with the residency provisions;
4. That the issuance of this license will not exceed the numerical limit.
5. The location is not within one thousand five hundred feet (1,500 ft) of another location engaged in the retail sale of alcoholic spirituous beverages.

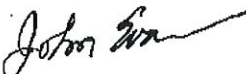
Approved on this date: _____

APPROVED:

Jack McCall Mayor

Notary Public

MAIL TO:
Tennessee Alcoholic Beverage Commission
226 Capitol Boulevard Building Suite #300
Nashville, TN 37243-0755

CERTIFICATE OF PROPERTY INSURANCE					DATE (MM/DD/YY) 7/1/23
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		INSURER A: TNRMT			INSURER B:
MEMBER: Hartsville-Trousdale County Government		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	<input checked="" type="checkbox"/> EMPLOYEE FIDELITY	TNRMT	07/01/23	07/01/24	\$400,000 EACH AND EVERY LOSS
	<input checked="" type="checkbox"/> MONEY & SECURITIES				
	<input checked="" type="checkbox"/> 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			CANCELLATION		
Hartsville-Trousdale County Government 328 Broadway, Room 6 Hartsville, TN 37074			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		

APPOINTMENTS

JUNE 2023

INTERIM FIRE CHIEF

- Mark Beeler**, continuing interim for 90 days

PLANNING COMMISSION

- Cal Welch, assuming Rhonda Keisling's vacant term ending April 30, 2024
- Katie Dillon, assuming Carol Pruitt's vacant term ending February 28, 2027

BOARD OF ZONING APPEALS

- Sicity Saputo, assuming Karen Linville's vacant term ending January 31, 2025
- Paul Knudsen, assuming Dwight Jewell's vacant term ending January 31, 2025

Motion to approve appointments as presented.

Motion to approve: _____

VOICE VOTE

Second motion: _____

Absent _____

Appointments will begin on July 1, 2023

RESOLUTIONS

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT
RESOLUTION #2023-15-784

**A RESOLUTION TO CONTINUE
HARTSVILLE/TROUSDALE COUNTY GOVERNMENT BUDGET OPERATIONS**

WHEREAS, the Hartsville/Trousdale County operating budget for Fiscal Year 2022-23 will cease on June 30, 2023; and

WHEREAS, there is a need for budget operations to continue until the Fiscal Year 2023-2024 budget is approved.

NOW, THEREFORE BE IT RESOLVED, by the Hartsville/Trousdale Commission that budget operations be continued from the Fiscal Year 2023 budget until a budget for Fiscal Year 2024 can be approved, at which time all revenue and expenditures from July 2023 forward will be considered a part of the 2023-2024 budget operations.

BE IT FURTHER RESOLVED that this Resolution shall have no effect in the event the 2023-24 budget is approved before July 1, 2023.

Motion to approve: _____

Voice Vote

Second motion: _____

ABSENT _____

APPROVED:

ATTEST:

Jack McCall
Commission Chair

Rita Crowder
County Clerk

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT
RESOLUTION #2023-17-786

**A RESOLUTION REVISING AND APPROVING THE
HARTSVILLE/TROUSDALE COUNTY ROAD LIST**

WHEREAS, it is the responsibility of the Hartsville/Trousdale County Commission to maintain a correct and up-to-date list of County roads in Hartsville/Trousdale County maintained by the Highway Department; and

WHEREAS, revisions and corrections have been made during 2022; and

WHEREAS, the attached Hartsville/Trousdale County Road List has been revised.

NOW, THEREFORE BE IT RESOLVED, by the Hartsville/Trousdale County Commission meeting in regular session that the Hartsville/Trousdale County Road List be accepted in accordance with the attached list.

AND BE IT FURTHER RESOLVED that a complete 2023 Hartsville/Trousdale County Road List is on file in the County Clerk's Office.

Motion to approve: _____

Voice Vote

Second motion: _____

ABSENT _____

APPROVED:

ATTEST:

Jack McCall
Commission Chair

Rita Crowder
County Clerk

Full list will not be included in the hard copy

Trousdale County Road Report

Road	Beginning/Ending	Length (MI)	StateAid	ROW	Roadbed	Surf Type	Surf Width	Class
Aaron Harper Ln	Snake Hollow Road 0.142 Miles West of Snake Hollow Road <i>Addl. Info.</i> Went from Gravel to Asphalt in May 2019	0.14	N	26	16	ASP	12	2
Acorn Trail	Hickory Ridge Lane .06 miles East of Hickory Ridge Lane	0.06	N	50	22	ASP	22	1
Albert Holder Loop	State ROW of Highway 25 East <i>Addl. Info.</i> PAVED 09/14/06	0.38	N	24	15	ASP	13	3
Allen Ln	Cedar Bluff Road 0.489 Miles West of Cedar Bluff Road	0.49	N	34	20	ASP	18	1
Andrews Ave	East Main Street Rogers Street <i>Addl. Info.</i> Resurfaced with hot mix and striping from East Main St. to White Oak St. using State Aid Funds Oct 2003. Milled, resurfaced with E mix 2005 hwy 2 5 t	0.69	Y	26	24	ASP	22	1
Armstrong Rd	State ROW of Highway 231 South Sumner County Line	1.11	N	34	20	ASP	18	1
Averitts Ferry Ln	Beasleys Bend Road 0.22 Miles East of Beasleys Bend Road	0.22	N	24	15	ASP	13	3
Badgett Ln	Old Highway 25 0.598 Miles South of Old Hwy 25 . at Cul-De-Sac	0.60	N	50	26	ASP	18	1
Bass Rd	State ROW of Highway 231 North Templow Road	2.01	N	30	20	ASP	18	1
Beasley Ln	Old Highway 25 0.296 Miles North of Old Highway 25 <i>Addl. Info.</i> REMOVED FROM COUNTY ROAD LIST MARCH 26, 2018		N			GRV		
Beasleys Bend Rd	Wilson County Line 2.049 Miles North of Wilson County Line <i>Addl. Info.</i> PAVED 07/12/06	2.05	N	30	19	ASP	17	2
Beech Grove School Loop	Middle Fork Road Highway 10 North <i>Addl. Info.</i> NOT A COUNTY ROAD. REMOVED FROM ROAD LIST JULY 24, 2006.		N			CMX		
Belcher Ln	Puryears Bend Road 2.279 Miles South of Puryears Bend Road	2.28	N	30	22	ASP	18	1
Bellwood Rd	State ROW of Highway 141S/River 0.060 Miles Northeast of Highway 141S/River Rd	0.06	N	60	32	ASP	24	1
Bennett Ln	Puryeas Bend Road. 0.34 Miles West of Puryears Bend Road <i>Addl. Info.</i> REMOVED FROM COUNTY ROAD LIST MARCH 26, 2018.		N			GRV	12	

Road	Beginning/Ending	Length (MI)	StateAid	ROW	Roadbed	Surf Type	Surf Width	Class
Blackwell Ln	Dog Branch Road 0.196 Miles East of Dog Branch Road <i>Addl. Info.</i> Went from a gravel road to Asphalt in November 2019.	0.20	N	26	16	ASP	14	2
Boat Dock Ln	Boat Dock Road Cul-De-Sac At Old Hickory Lake <i>Addl. Info.</i> PAVED SEPT. 2006	1.24	N	40	23	ASP	19	1
Boat Dock Rd	Puryears Bend Road Old Highway 25 West	1.25	Y	50	26	ASP	22	1
Breeze Inn Rd	State ROW of Highway 231 South State ROW of Highway 231 South	0.34	N	30	20	ASP	18	1
Bridle Path Ln	State ROW of Highway 141 North 0.678 Miles East of Hwy 141N AT Cul.-De-Sac	0.68	N	50	24	ASP	22	1
Broadway	McMurry Blvd. East Main Street <i>Addl. Info.</i> THIS IS A PART OF S. R. 141 AND IS MAINTAINED BY THE TENNESSEE D. O. T.		N			ASP		
Brown Rd	Armstrong Road State ROW of Highway 231 South	0.36	N	50	26	ASP	18	1
Browning Branch Rd	Highway 231 North Highway 141 North <i>Addl. Info.</i> THIS IS S. R. 260 AND IS MAINTAINED BY TENNESSEE D. O. T.		N			ASP		
Brummitt Rd	Old Highway 25 Loop 0.70 Miles South of Old Highway 25 Loop	0.70	N	50	24	ASP	18	1
	0.70 Miles South OF Old Hwy 25 Loop Rankin Road	0.66	N	28	17	ASP	13	2
Buckingham Ln	Beasleys Bend Road 0.49 Miles West of Beasleys Bend Road	0.49	N	30	15	ASP	13	3
Burley Dr	White Oak Street Dixie Street <i>Addl. Info.</i> RESURFACED OCTOBER 2007 WITH CW MIX	0.09	N	34	26	ASP	22	1
Burnley Rd	Puryears Bend Road 1.48 Miles Northwest of Puryears Boat Dock Lane <i>Addl. Info.</i> PAVED SEPT 2006	1.48	N	30	20	ASP	18	1
		0.37	N	50	26	ASP	22	1
Byars Ln	Oldham Road At Cul-De-Sac <i>Addl. Info.</i> Resurfaced with hot mix 2004. Striped 2005.	0.15	N	50	28	ASP	22	1
Byrd Ln	Canoe Branch Road 0.35 Miles North of Canoe Branch Road	0.35	N	26	15	ASP	13	3
Campbell Ln	Scanty Branch Road 0.363 Miles South of Scanty Branch Road	0.36	N	22	16	GRV	14	2

Road	Beginning/Ending	Length (MI)	StateAid	ROW	Roadbed	Surf Type	Surf Width	Class
Campsite Rd	Canoe Branch Road 0.65 Miles South of Canoe Branch Road <i>Addl. Info.</i> Resurfaced with hot mix 2005.	0.65	N	30	20	ASP	18	1
Canoe Branch Rd	State ROW Highway 231 South Campsite Road	1.60	N	30	20	ASP	18	1
Canoe Branch Spur	0.86 Miles West of Highway 231 South Canoe Branch Road State ROW of Highway 231 South. 0.86 Miles West of Highway 231 South <i>Addl. Info.</i> RESURFACED WITH HOT MIX & STRIPED 2005.	0.47 0.86	N N	26 30	16 20	ASP ASP	14 18	2 1
Carey Rd	Oldham Road State ROW of Highway 25 West	1.33	N	40	22	ASP	18	1
Carr Branch Ln	Skillet Creek Road 1.10 Miles West of Skillet Creek Road <i>Addl. Info.</i> Resurfaced with CW mix in October 2019	1.10	N	28	17	ASP	15	2
Carr Ln	State ROW of Highway 231 South At Cul-De-Sac	0.66	N	22	15	ASP	13	3
Carr St	Rogers Street Hilltop Drive	0.17	N	26	20	ASP	18	1
Cato Ave	East Main Street College Street	0.13	N	24	20	ASP	18	1
Cedar Bluff Rd	State ROW of Highway 141 0.265 Miles East of Ward Hill Road Int. 0.265 L. M, East of Ward Hill Road Smith County Line <i>Addl. Info.</i> RESURFACED JULY 2006	2.82 1.95	Y Y	40 75	24 30	ASP ASP	20 26	1 1
Cedar Ridge Ln	Scruggs Lane 0.04 Miles West of Scruggs Lane	0.04	N	24	17	ASP	13	2
Celsor Rd	Middle Fork Road Macon County Line	1.32	N	32	20	ASP	18	1
Cemetery Ln	State ROW of Highway 141 South 0.76 Miles South of Highway 141 South <i>Addl. Info.</i> Resurfaced with hot mix and striping 2002.	0.76	N	32	21	ASP	19	1
Chambers Ln	Skillet Creek Road 0.14 Miles East of Skillet Creek Road <i>Addl. Info.</i> Went from a Gravel Road to Asphalt in October 2019	0.14	N	22	16	ASP	12	2
Chipman Rd	State ROW of Highway 231 North Sumner County Line	0.14	Y	30	20	ASP	18	1
Church Street	State ROW of Broadway (Highway State ROW of River Street (Highway 141) <i>Addl. Info.</i> RRESURFACED IN OCTOBER 2010 (NEW WATER LINES).	0.28	N	28	25	ASP	23	1
Circle Dr	Lock Six Road At Cul-De-Sac	0.42	N	30	20	ASP	18	1

Road	Beginning/Ending		Length (MI)	StateAid	ROW	Roadbed	Surf Type	Surf Width	Class
Claiborne Ln	Old Highway 25	0.37 Miles South of Old Hwy 25 At Cul-De-Sac	0.37	N	22	15	GRV	13	3
Clairborne St	Halltown Road	0.113 Miles West of Halltown Road	0.11	N	22	16	ASP	14	2
College St	Damascus Aenue	Andrews Avenue	0.26	N	30	24	ASP	20	1
		<i>Addl. Info.</i> RESURFACED OCTOBER 2009 WITH EMIX							
	State ROW of Broadway (Highway	Damascus Avenue	0.10	N	21	19	ASP	17	2
		<i>Addl. Info.</i> RESURFACED OCTOBER 2007 WITH CW MIX.							
Cornwell Hollow Ln	Dixon Creek Road	0.77 Miles Southeast of Dixon Creek Road	0.77	N	24	15	ASP	13	3
Court St	Main Street	Front Street	0.03	N	30	30	ASP	18	1
		<i>Addl. Info.</i> RESURFACED JUNE 2011 W/FEMA FUNDS DUE TO FLOOD OF MAY 2010							
	Greentop Street	Foxall Street	0.05	N	30	30	ASP	18	1
	Foxall Street	Main Street	0.20	N	43	43	ASP	26	1
	Church Street	Greentop Street	0.09	N	18	12	ASP	10	3
Crenshaw Rd	State ROW of Highway 25 West	State ROW of S. R. 260 (Browning Branch Road)	2.00	N	40	22	ASP	18	1
Crestview Court	East Main Street	0.18 miles South of East Main Street	0.18	N	50	28	ASP	26	1
		<i>Addl. Info.</i> Added to the County Road List 1/23/2012							
Crook Ln	State ROW of Highway 231 South	0.787 Miles East of Highway 231 South	0.79	N	26	15	ASP	13	3
		<i>Addl. Info.</i> RESURFACED OCTOBER 2007 WITH CW MIX.							
Dairy Farm Ln	Cemetery Lane	0.468 Miles East of Cemetery Lane	0.47	N	20	14	BST	12	3
Dalton Hollow Rd	Halltown Road	1.57 Miles Northwest of Halltown Road	1.57	N	40	22	ASP	18	1
	1.57 Miles Northwest of Halltown Road	Harris Branch Road	0.71	N	34	15	ASP	13	3
Damascus Avenue	East Main Street	White Oak Street	0.27	N	36	23	ASP	21	1
		<i>Addl. Info.</i> Resurfaced with hot mix June, 2004.							
Darrell Lane	Lock Six Road	0.124 Miles East of Lock Six Road	0.12	N	30	22	ASP	18	1
Davenport Ln	Oldham Road	0.50 Miles East of Oldham Road	0.50	N	50	24	ASP	20	1
Davis Ln	State ROW of S. R. 260 (Browning	0.16 Miles North of S. R. 260	0.16	N	32	16	ASP	14	2
		<i>Addl. Info.</i> Went from Gravel to Asphalt in November 2022							

Road	Beginning/Ending	Length (MI)	StateAid	ROW	Roadbed	Surf Type	Surf Width	Class
Depot St	State ROW of Broadway (Highway Dixie Street <i>Addl. Info.</i> RESURFACED OCTOBER 2007 WITH CW MIX.	0.05	N	30	21	ASP	19	1
Dias Ln	Fort Blount Road 0.354 Miles North of Fort Blount Road	0.35	N	30	15	ASP	13	3
Dickens Ln	Smith County Line 0.401 Miles Northwest of Smith County Line	0.40	N	20	16	GRV	14	2
Dillard Ln	Stone Hollow Lane 0.34 Miles West of Stone Hollow Lane 0.34 Miles West of Sone Hollow Lane <i>Addl. Info.</i> Went from Gravel Road to Asphalt Road in October 2019	0.34 0.12	N N	40 30	22 18	ASP ASP	18 14	2 2
Dixie St	College Street White Oak Street <i>Addl. Info.</i> RESURFACED OCTOBER 2007 WITH CW MIX.	0.17	N	30	22	ASP	20	1
Dixon Creek Rd	Young Branch Road Intersection of Scanty Branch Road <i>Addl. Info.</i> RESURFACED MAY 2007 Intersection of Dog Branch and Macon County Line	1.85 3.10	Y Y	50 36	22 26	ASP ASP	18 18	1 1
Dog Branch Rd	Dixon Creek Road Pumpkin Branch Road <i>Addl. Info.</i> RESURFACED MAY 2007	2.12	Y	40	22	ASP	18	1
Dogwood Ave	White Oak Street 0.097 Miles South of White Oak Street	0.10	N	30	24	ASP	20	1
Donahoe Ln	Sleepy Hollow Lane 0.278 Miles South of Sleepy Hollow Lane	0.28	N	40	22	ASP	18	1
Doodles Nest Ln	State ROW of Highway 231 North Sumner County Line	0.19	N	32	20	ASP	18	1
Dorothy Ln	Lock Six Road 0.216 Miles East of Lock Six Road	0.22	N	30	22	ASP	18	1
Dr Smith Ln	State ROW of Highway 141 0.580 Miles Southwest of Hwy 141S/River Road <i>Addl. Info.</i> RESURFACED JULY 2006	0.60	N	28	15	ASP	13	3
Drivers Cir	State ROW of Highway 25 East State ROW of Highway 25 East (McMurry Blvd.) <i>Addl. Info.</i> Resurfaced with hot mix and edgeline striping 2005.	0.36	N	22	19	ASP	18	2
Duff Camp Ln	Duff Camp Road 0.15 Miles North of Duff Camp Road	0.15	N	20	15	ASP	13	3
Duff Camp Rd	State ROW of Highway 231 South State ROW of Highway 231 South	0.34	N	24	15	ASP	13	3

Road	Beginning/Ending	Length (MI)	StateAid	ROW	Roadbed	Surf Type	Surf Width	Class
Duncan Ln	Starlite Road 0.19 Miles East of Starlite Road	0.19	N	40	22	ASP	18	1
Durham Hollow Ln	Dixon Creek Road 0.17 Miles East of Dixon Creek Road	0.17	N	40	26	ASP	22	1
	0.17 Miles East of Dixon Creek Road 1.12 Miles East of Dixon Creek Road	0.95	N	30	15	ASP	13	3
East Main St	Broadway River Street		Y			ASP		
	<i>Addl. Info.</i> MAINTAINED BY TDOT							
	State ROW of River Street (Highway McMurry Blvd.)	1.11	Y	40	26	ASP	22	1
	<i>Addl. Info.</i> Resurfaced with hot mix and striping using State Aid funds October, 2003.							
Echols Rd	State ROW of Highway 231 North Sumner County Line	0.13	N	30	20	ASP	18	1
Ed Seay Gregory Ln	State ROW of Highway 25 East 0.547 Miles North of Highway 25 East	0.55	N	40	22	ASP	18	1
Ellis Hollow Ln	Massey Hollow Lane 1.276 Miles North of Massey Hollow Lane	1.28	N	24	15	ASP	13	3
Elmer Dalton Rd	State ROW of Highway 141 North Harris Branch Road	1.46	N	40	20	ASP	18	1
Evitts Ln	Dixon Creek Road 0.213 Miles East of Dixon Creek Road	0.21	N	28	15	GRV	13	3
Fort Blount Rd	State ROW of Highway 10 North Dixon Creek Road	4.27	Y	40	25	ASP	21	1
Foxall St	Church Street Jones Lane	0.10	N	30	18	ASP	18	2
	Greentop Street Church Street	0.18	N	18	15	ASP	13	3
Friendship Hollow Ln	0.50 Miles West of Highway 141 North 0.72 Miles West of Highway 141 North	0.22	N	30	15	ASP	13	3
	<i>Addl. Info.</i> Went from Gravel Road to Asphalt Road in October 2019							
	0.152 Miles West of Hwy 141 North 0.50 Miles West of Highway 141 North	0.35	N	24	20	ASP	18	1
	State ROW of Highway 141 North 0.152 Miles West of Highway 141 North	0.15	N	50	25	ASP	21	1
Front St	State ROW of Broadway (Highway West Main Street)	0.22	N	36	22	ASP	18	1
	<i>Addl. Info.</i> Resurfaced with hot mix October, 2003.							
	State ROW of Broadway (Highway 0.045 Miles East of Broadway)	0.05	N	36	22	ASP	18	1
G Dias Ln	Golden Hollow Road 0.436 Miles South of Golden Hollow Road	0.44	N	26	17	ASP	13	2
Gammons Ln	Halltown Road 0.612 Miles West of Halltown Road	0.61	N	36	23	ASP	19	1

Road	Beginning/Ending	Length (MI)	StateAid	ROW	Roadbed	Surf Type	Surf Width	Class
Gene Lane	Darrell Lane 0.045 Miles South of Darrell Lane	0.05	N	30	22	ASP	18	1
Glasgow Branch Access Rd	Glasgow Branch Road Fort Blount Road	0.14	N	30	20	ASP	18	1
Glasgow Branch Rd	State ROW of Highway 25 East Fort Blount Road <i>Addl. Info.</i> Resurfaced with hot mix, and striping, September 2005.	1.71	N	34	22	ASP	18	1
Golden Hollow Rd	0.73 Miles East of Dixon Creek Road Dixon Creek Road Macon County Line 0.73 Miles East of Dixon Creek Road	0.39 0.73	N N	28 32	17 22	ASP ASP	13 18	2 1
Goldman Gregory Ln	Les Gregory Loop 0.456 Miles South of Les Gregory Loop <i>Addl. Info.</i> Changed from Ted Hadzian Ln by the County Commission on April 23, 2007.	0.46	N	42	22	ASP	18	1
Gravel Hill Rd	Hawkins Branch Road Macon County Line	3.20	N	30	22	ASP	18	1
Greentop St	River Street Morrison Street	0.32	N	20	17	ASP	15	2
Greenwood Hollow Ln	Old Highway 10 0.368 Miles East of Old Highway 10 <i>Addl. Info.</i> Resurfaced with hot mix September 2005.	0.37	N	22	15	ASP	13	3
Gregory St	West Main Street Hall Street	0.09	N	30	22	ASP	20	1
Griffs Hollow Ln	0.657 Miles West of Gravel Hill Road 1.367 Miles West of Gravel Hill Road <i>Addl. Info.</i> Went from Gravel to Asphalt in October 2020 Gravel Hill Road 0.657 Miles West of Gravel Hill Road <i>Addl. Info.</i> Resurfaced with hot mix from Gravel Hill Rd. to 0.657 miles west of Gravel Hill Rd. 2002	0.71 0.66	N N	30 40	15 20	ASP ASP	13 18	3 1
Gross Ln	Walnut Grove Road 0.30 Miles West of Walnut Grove Road 0.480 Miles West of Walnut Grove Road <i>Addl. Info.</i> Went from a Gravel Road to Asphalt Road in April 2019	0.30 0.18	N N	30 50	20 18	ASP ASP	18 18	1 2
Grove Road	Swisher Lane 0.063 Miles North of Swisher Lane <i>Addl. Info.</i> RESURFACED OCTOBER 2009 WITH CW MIX.	0.06	N	30	24	ASP	23	1
Gulf Lane	Boat Dock Lane 0.1 Miles North of Boat Dock Lane	0.10	N	22	15	GRV	13	3
Gwinn St	Park Avenue Taylor Avenue <i>Addl. Info.</i> Resurfaced with hot mix and edge line striping from Park Ave. to Taylor Ave. 2005.	0.06	N	22	21	ASP	20	1

Road	Beginning/Ending	Length (MI)	StateAid	ROW	Roadbed	Surf Type	Surf Width	Class
Gwinn St	Taylor Avenue <i>Addl. Info.</i> 0.06 Miles East of Taylor Avenue Resurfaced with hot mix and edge line striping from Park Ave. to Taylor Ave. 2005. Has Honorary Hattie LN sign.	0.06	N	28	20	ASP	18	1
H Davenport Ln	Davenport Lane 0.15 Miles South of Davenport Lane	0.15	N	26	16	GRV	14	2
Hall St	West Main Street Gregory Street	0.08	N	26	23	ASP	19	1
Halltown Rd	State ROW of Highway 25 East <i>Addl. Info.</i> Macon County Line Resurfaced with hot mix, striping from McMurry Blvd. to New Halltown Rd. 2005 using State Aid funds.	3.84	Y	40	26	ASP	22	1
Hancock Rd	State ROW of S. R. 260 (Browning Sumner County Line	0.50	N	32	20	ASP	18	1
Harper Ave	Hayes Avenue Andrews Avenue	0.07	N	28	20	ASP	18	1
Harris Branch Rd	State ROW of Highway 141 North Macon County Line	2.05	N	36	22	ASP	18	1
Hawkins Branch Rd	Honeysuckle Road Honeysuckle Road	3.51	N	40	22	ASP	18	1
Hayes Ave	White Oak Street Rogers Street <i>Addl. Info.</i> Resurfaced with hot mix June, 2004. Edge line striping from Whit Oak St. to McMurry Blvd 2005. Striping from McMurry Blvd. to Rogers St. 2005.	0.45	N	28	21	ASP	19	1
Herod Ln	Cemetery Road 0.90 Miles East of Cemetery Road	0.90	N	40	22	ASP	18	1
Hickory Ridge Lane	State ROW of McMurry Blvd East .272 miles North of McMurry Blvd East	0.27	N	50	22	ASP	22	1
Hilltop Dr	State ROW of Highway 25 East Carr Street	0.14	N	32	20	ASP	18	1
Hog Hollow Lane	0.49 Miles South of S. R. 260 0.99 Miles South OF S. R. 260	0.50	N	26	15	ASP	13	3
	State ROW of S. R. 260 (Browning 0.49 Miles South OF S. R. 260	0.49	N	50	20	ASP	18	1
Holland Ln	East Main Street 0.119 Miles South of East Main Street	0.12	N	20	12	ASP	10	3
Honey Prong Rd	Woodmore Hollow Lane 0.348 Miles East of Woodmore Hollow Lane	0.35	N	27	17	ASP	13	2
	1.288 Miles East of Woodmore Lick Creek Road	0.20	N	40	22	ASP	18	1
	0.348 Miles East of Woodmore Hollow 1.108 Miles East of Woodmore Hollow Lane	0.76	N	30	22	ASP		1
	Lick Creek Road Dog Branch Road	1.43	N	26	20	ASP	18	1
	1.108 Miles East of Woodmore Hollow 1.288 Miles East of Woodmore Hollow Lane	0.18	N	40	22	ASP	18	1

Road	Beginning/Ending		Length (MI)	StateAid	ROW	Roadbed	Surf Type	Surf Width	Class
Honeysuckle Road	State ROW of Highway 141 North	State ROW of S. R. 260 (Browning Branch Road)	3.15	N	60	30	ASP	21	1
Howell St	Hilltop Drive	0.097 Miles North of Hilltop Drive	0.10	N	28	19	ASP	18	2
Hwy 141 N	Macon County Line	McMurry Blvd. (HIGHWAY 25) <i>Addl. Info.</i> This is a state route maintained by T.D.O.T.		N			ASP		
Hwy 141 S/Lebanon Pike	Wilson County Line	Cedar Bluff Road <i>Addl. Info.</i> This is a state route maintained by T.D.O.T.		N			ASP		
HWY 141S/River Rd	Winston Coleman Bridge	Cedar Bluff Road <i>Addl. Info.</i> THIS IS A STATE ROUTE MAINTAINED BY T.D.O.T.		N			ASP		
Hwy 231 S	Wilson County Line	Highway 25 <i>Addl. Info.</i> This is a state route maintained by T. D. O. T		N			ASP		
Hwy 25 E	Smith County Line	Lattie Reese Road <i>Addl. Info.</i> This is a state route maintained by T. D. O. T.		N			ASP		
Hwy 25 W	Sumner County Line	Sulphur College Road <i>Addl. Info.</i> This is a state route maintained by T. D. O. T.		N			ASP		
Hwy-231 N.	Highway 25	Sumner County Line <i>Addl. Info.</i> This is a state route maintained by T. D. O. T.		N			ASP		
Industrial Park Dr	Rogers Street	Halltown Road	0.65	N	60	39	ASP	25	1
J D Harper Ln	State ROW of S. R. 260 (Browning	0.263 Miles North of S. R. 260 <i>Addl. Info.</i> Went from Gravel to Asphalt in November 2022	0.26	N	18	14	ASP	12	3
J Gregory Ln	Dog Branch Road	0.416 Miles West of Dog Branch Road	0.42	N	20	14	GRV	12	3
Jackson Ln	Crenshaw Road	0.174 Miles East of Crenshaw Road	0.17	N	22	17	ASP	13	2
Johnson Ln	Taylorstown Lane	0.047 Miles East of Taylorstown Lane <i>Addl. Info.</i> RESURFACED WITH HOT MIX 2005.	0.05	N	30	17	ASP	13	2
Jones Ln	East Main Street	0.127 Miles South of East Main Street	0.13	N	20	20	ASP	20	2
Kelley Ln	Cedar Bluff Road	Smith County Line	1.02	N	40	20	ASP	18	1
Kemp Ave	Circle Drive	Thompson Lane	0.04	N	30	21	ASP	18	1
Lake Dr	Breeze Inn Road	Breeze Inn Road	0.16	N	30	20	ASP	18	1
Lattie Reese Rd	Lock Six Road	State ROW of Highway 25 East	1.56	N	40	22	ASP	18	1

Road	Beginning/Ending	Length (MI)	StateAid	ROW	Roadbed	Surf Type	Surf Width	Class	
Lawrence Rose Rd	Wilson County Line	0.180 Miles West of Wilson County Line	0.18	N	30	15	ASP	13	3
Les Gregory Loop	State ROW of Highway 25 East	State ROW of Highway 25 East	0.62	N	40	22	ASP	18	1
Lick Creek Rd	State ROW of Highway 25 East.	0.68 Miles North of Highway 25 East	0.68	N	24	15	BST	13	3
	<i>Addl. Info.</i>	Resurfaced 1.36 miles with hot mix, and striping, beginning at bridge north of Ft, Blount Road and going north 1.36 miles. This was done in August 200							
	0.68 Miles East of Highway 25 East	Fort Blount Road	0.32	N	40	26	BST	22	1
	<i>Addl. Info.</i>	Resurfaced 1.36 miles with hot mix, and striping, beginning at bridge north of Ft, Blount Road and going north 1.36 miles. This was done in August 200							
	Fort Blount Road	Honey Prong Road	2.32	N	36	22	ASP	18	1
	<i>Addl. Info.</i>	Resurfaced 1.36 miles with hot mix, and striping, beginning at bridge north of Ft, Blount Road and going north 1.36 miles. This was done in August 200							
Littleton St	Foxall Street	Front Street	0.07	N	28	20	ASP	17	1
Lock Six Rd	State ROW of Highway 25 East	2.82 Miles South of Highway 25 East	2.82	N	40	24	ASP	19	1
Locke Ln	East Main Street	0.127 Miles South of East Main Street	0.13	N	28	24	ASP	15	1
	<i>Addl. Info.</i>	RESURFACED WITH CW HOT MIX AUGUST 09, 2006.							
Love Ln	Skillet Creek Road	Macon County Line	0.16	N	26	15	ASP	13	3
Lt Carman Ln	Lock Six Road	0.18 Miles West of Lock Six Road	0.18	N	30	15	ASP	13	3
Luster Ln	Halltown Road	0.109 Miles West of Halltown Road	0.11	N	24	14	ASP	12	3
Lyle Dr	Puryears Bend Road	Puryears Bend Road	0.42	N	40	24	ASP	20	1
Mariva Ln	Rogers Street	0.085 Miles North of Rogers Street	0.09	N	22	21	ASP	19	2
	<i>Addl. Info.</i>	Resurfaced with hot mix October, 2003.							
Marlene St	East Main Street	0.187 Miles South of East Main Street	0.19	N	26	22	ASP	22	1
Marshall Ln	Old Lafayette Road	0.665 Miles North of Old Lafayette Road	0.67	N	30	17	ASP	13	2
Massey Hollow Ln	Scanty Branch Road	1.589 Miles East of Scanty Branch Road	1.59	N	36	19	ASP	17	2

Road	Beginning/Ending	Length (MI)	StateAid	ROW	Roadbed	Surf Type	Surf Width	Class
Matt Carman Ln	Lock Six Road 0.73 Miles West of Lock Six Road <i>Addl. Info.</i> Went from a Gravel Road to Asphalt Road in April 2019	0.73	N	27	14	ASP	12	3
McClanahan Rd	Oglesby Road Honey Prong Road	1.30	N	26	17	ASP	13	2
McMurry Blvd	Sulphur College Road Highway 25 East at Goose Creek <i>Addl. Info.</i> This is a state route maintained by T. D. O. T.		N			ASP		
Melrose Dr	State ROW of Highway 25 East 0.186 Miles North of Hwy 25 East (McMurry Blvd) <i>Addl. Info.</i> Resurfaced with hot mix and striping 2005.	0.19	N	40	22	ASP	20	1
Middle Fork Rd	2.08 Miles Northeast of Highway 10 2.31 Miles Northeast of Highway 10 North State ROW of Highway 10 North 2.08 Miles Northeast of Highway 10 North 2.31 Miles Northeast of Highway 10 Halltown Road	2.31 2.08 0.35	N N N	30 40 40	17 24 20	ASP ASP ASP	13 20 18	2 1 1
Misty Ln	Rocky Creek Lane At Cul-De-Sac	0.19	N	50	24	ASP	19	1
Mitchell Rd	Providence Road Wilson County Line	0.65	Y	30	23	ASP	19	1
Morrison St	West Main Street 0.317 Miles South of West Main Street	0.32	N	21	17	ASP	16	2
Moss Ln	Fort Blount Road 0.47 Miles North of Fort Blount Road 0.70 Miles North of Fort Blount Road	0.47 0.23	N N	20 28	15 18	ASP ASP	13 17	2 2
Nathan Harsh Ln	State ROW of Highway 231 South 0.12 Miles East of Highway 231 South	0.12	N	40	22	ASP	18	1
New Halltown Rd	State ROW of Highway 25 East Halltown Road	1.40	Y	50	34	ASP	20	1
Notch Ln	Sulphur College Road At Cul-De-Sac	0.10	N	34	20	ASP	18	1
Oglesby Rd	Woodmore Hollow Lane Fort Blount Road	1.31	N	36	22	ASP	18	1
Old 25 Loop	State ROW of Highway 25 West State ROW of Highway 25 West	0.51	N	36	22	ASP	18	1
Old Hwy 10	State ROW of Highway 10 Macon County Line State ROW of Highway 10 <i>Addl. Info.</i> RESURFACED WITH BM MIX ON OCTOBER 2009.	0.52 0.38	N N	44 50	22 20	ASP ASP	18 16	1 1

Road	Beginning/Ending		Length (MI)	StateAid	ROW	Roadbed	Surf Type	Surf Width	Class
Old Hwy 25	West Main Street at Welch Branch	Oldham Road	1.90	Y	40	24	ASP	22	1
	<i>Addl. Info.</i> Resurfaced with hot mix, striping from Welch Branch to Oldham Road using State Aid funds 2005.								
	State ROW of Highway 25 West	Oldham Road	1.72	N	40	22	ASP	18	1
Old Lafayette Rd	State ROW of Highway 10 North	Melrose Drive	2.97	Y	40	22	ASP	18	1
Old Woodard Rd	State ROW of Highway 25 West	Old Highway 25	0.27	N	32	21	ASP	19	1
Oldham Rd	Old Highway 25	State ROW of Highway 231 South	3.87	Y	40	24	ASP	22	1
	<i>Addl. Info.</i> Resurfaced with hot mix, striping 2005 using State Aid funds.								
Park Ave	State ROW of Highway 25 East	Gwinn Street	0.10	N	34	23	ASP	19	1
	<i>Addl. Info.</i> Resurfaced with hot mix and edge line striping 2005.								
Parker Branch Rd	Dixon Creek Road	Macon County Line	1.53	Y	40	24	ASP	18	1
Parker Ln	Sleepy Hollow Lane	0.10 Miles East of Sleepy Hollow Lane	0.10	N	40	20	ASP	18	1
Parkhurst Ln	West Main Street	Dead End at Cul-De-Sac	0.15	N	50	23	ASP	21	1
	<i>Addl. Info.</i> Resurfaced with hot mix and striping 2002.								
Pike Ln	State ROW of Highway	0.382 Miles South of Hwy 141S/Lebanon Pike	0.38	N	50	26	ASP	24	1
Planters St	0.140 Miles North of White Oak Street	Hayes Avenue	0.02	N	15	12	ASP	10	3
	Hayes Avenue	Andrews Avenue	0.07	N	24	20	ASP	18	1
	0.10 Miles North of White Oak Street	0.14 Miles Northeast of White Oak Street	0.04	N	24	19	ASP	17	2
	White Oak Street	0.10 Miles North of White Oak Street	0.10	N	30	24	ASP	22	1
Project Ln	Rogers Street	0.065 Miles South of Rogers Street	0.07	N	30	27	ASP	18	1
Providence Rd	Cedar Bluff Road	Wilson County Line	1.76	N	40	22	ASP	18	1
Pumpkin Branch Rd	1.6 Miles East of Macon County Line	Dog Branch Road	1.00	Y	24	16	ASP	13	2
	Macon County Line at Highway 10	1.6 Miles East of Macon County Line	1.60	Y	34	22	ASP	18	1
Purvis Ln	State ROW of Highway 10 North	0.137 Miles East of Highway 10 North.	0.14	N	40	22	ASP	18	1
Puryears Bend Rd	2.62 Miles Southwest of Highway 141	Belcher Lane	2.15	N	40	20	ASP	18	2

Road	Beginning/Ending	Length (MI)	StateAid	ROW	Roadbed	Surf Type	Surf Width	Class
Puryears Bend Rd	State ROW of Highway 141 South 2.62 Miles Southwest of Highway 141 South	2.62	N	70	36	ASP	20	1
Rankin Rd	State ROW of Highway 231 South Oldham Road	0.86	N	30	20	ASP	18	1
Riaddon Rd	State ROW of Highway 141 South Providence Road	1.14	N	34	22	ASP	18	1
Ridgecrest Rd	Old Highway 25 Sulphur College Road	0.42	N	32	20	ASP	18	1
River Front Estates	Lock Six Road Dead End at Cul-De-Sac	0.75	N	50	26	ASP	22	1
River St	East Main Street Coleman Winston River Bridge <i>Addl. Info.</i> This is a state route maintained by T. D. O. T. Part of Highway 141		N			ASP		
River Valley Dr	State ROW of Highway 141 South Cemetery Road	0.44	N	40	24	ASP	20	1
Riverview Estates Ln	State ROW of Highway 231 South Dead End at Cul-De-Sac	0.70	N	40	24	ASP	20	1
Robertson Ln	State ROW of Highway 231 South 0.459 Miles East of Highway 231 South	0.46	N	24	15	ASP	13	3
Rocky Creek Ln	Rocky Creek Loop 0.071 Miles East of Rocky Creek Loop	0.07	N	22	20	ASP	18	2
Rocky Creek Loop	State ROW of Highway 25 West State ROW of Highway 25 West	0.24	N	22	20	ASP	18	2
Rogers St	Halltown Road Industrial Park Drive <i>Addl. Info.</i> RESURFACED WITH EMIX FROM HALLTOWN TO 4 WAY STOP ON OCTOBER 2009.	0.39	N	34	24	ASP	20	1
Rolling Acres Ln	Rolling Acres Loop Rolling Acres Loop	0.11	N	30	22	ASP	18	1
Rolling Acres Loop	Dalton Hollow Road Dalton Hollow Road	0.42	N	30	22	ASP	18	1
Rome Gregory Ln	Scanty Branch Road 0.072 Miles West of Scanty Branch Road	0.07	N	14	12	GRV	12	3
Rom's Ln	State ROW of Highway 141 South 0.075 Miles West of Highway 141 South	0.08	N	32	18	ASP	16	2
Royal Elm Cir	State ROW of Highway 25 East State ROW of Highway 25 East (McMurry Blvd.)	0.36	N	30	21	ASP	18	1
Russell Ln	Dixon Creek Road 0.09 Miles West of Dixon Creek Road	0.09	N	24	14	GRV	12	3
Saddle Ln	Taylorstown Lane 0.333 Miles Southwest of Taylorstown Lane	0.33	N	34	22	ASP	18	1
Sam Beasley Rd	State ROW of Highway 25 East Lock Six Road	0.77	N	50	30	ASP	22	1
Sanford Ln	Cedar Bluff Road 0.186 Miles North of Cedar Bluff Road	0.19	N	40	22	ASP	18	1

Road	Beginning/Ending		Length (MI)	StateAid	ROW	Roadbed	Surf Type	Surf Width	Class
Scanty Branch Rd	Dixon Creek Road	Smith County Line	1.72	Y	35	20	ASP	18	1
Scott Rd	State ROW of Highway 231 North	Sumner County Line	0.14	N	40	22	ASP	18	1
Scruggs Ln	0.08 Miles North of Lick Creek Road	0.60 Miles North of Lick Creek Road	0.52	N	23	17	ASP	13	2
	Lick Creek Road	0.08 Miles North of Lick Creek Road	0.08	N	30	21	ASP	18	1
Shephard Hollow Ln	Hawkins Branch Road	1.097 Miles North of Hawkins Branch Road	1.10	N	24	14	ASP	12	3
	<i>Addl. Info.</i> Paved with BM mix 10/24/2017-10/26/2017.								
Shoot Rd	Halltown Road	0.84 Miles East of Halltown Road	0.84	Y	40	24	ASP	22	1
	0.84 Miles East of Halltown Road	Middle Fork Road	1.11	Y	34	22	ASP	20	2
Short Hollow Ln	Pumpkin Branch Road	0.880 Miles South of Pumpkin Branch Road	0.88	N	26	15	ASP	13	3
	<i>Addl. Info.</i> RESURFACED SEPT. 2007 W/183.96 TONS OF BM MIX AND 539.45 TONS OF CW MIX.								
Short Street	West Main Street	Front Street	0.04	N	20	15	ASP	13	3
Skillet Creek Rd	1.09 Miles East of Gravel Hill Road	Gravel Hill Road	1.09	N	30	15	ASP	13	3
	Honeysuckle Road	1.09 Miles East of Gravel Hill Road	3.04	N	34	22	ASP	18	1
Sleepy Hollow Ln	State ROW of Highway 141 North	0.22 Miles Northwest of Highway 141 North	0.22	N	60	30	ASP	22	1
	0.22 Miles Northwest of Hwy 141	1.707 Miles Northwest of Highway 141 North	1.49	N	50	22	ASP	18	1
Snake Hollow Rd	State ROW of S. R. 260 (Browning	Sulphur College Road	1.82	N	34	20	ASP	18	1
Sneed Ln	Cedar Bluff Road	0.17 Miles East of Cedar Bluff Road	0.17	N	26	15	ASP	13	3
Stalcup Cemetery Rd	State ROW of Highway 25 East	State ROW of Highway 25 East	0.22	N	50	22	ASP	18	1
Starlite Rd	1.64 Miles Southwest of Hwy 25 East	Lock Six Road	1.92	N	50	22	ASP	18	1
	0.79 Miles Southwest of Hwy 25 East	1.64 Miles Southwest of Highway 25 East	0.85	N	72	36	ASP	20	1
	State ROW of Highway 25 East	0.79 Miles Southwest of Highway 25 East	0.79	N	87	32	ASP	24	1
Stone Hollow Ln	Ward Hill Road	0.93 Miles South of Ward Hill Road	0.93	N	40	22	ASP	18	1

Road	Beginning/Ending	Length (MI)	StateAid	ROW	Roadbed	Surf Type	Surf Width	Class
Stone Hollow Ln	0.93 Miles South of Ward Hill Road 1.6 Miles South of Ward Hill Road	0.67	N	30	17	ASP	15	2
Storytown Rd	Gammons Lane Macon County Line	1.08	N	40	20	ASP	18	1
Stott Ave	Greentop Street West Main Street <i>Addl. Info.</i> RESURFACED SEPT. 2007 WITH CW MIX.	0.13	N	30	18	ASP	16	2
Stovall Ln	Armstrong Road 0.299 Miles South of Armstrong Road	0.30	N	26	15	ASP	13	3
Stubblefield Rd	Halltown Road Old Lafayette Road	1.28	N	40	23	ASP	19	1
Sulphur College Rd	State ROW of Highway 25 West Old Highway 25	1.17	Y	40	22	ASP	18	1
	State ROW of Highway 25 West Snake Hollow Road	2.01	N	40	20	ASP	18	1
Swisher Rd	Sam Beasley Road 0.152 Miles West of Sam Beasley Road <i>Addl. Info.</i> RESURFACED OCTOBER 2009 WITH CW MIX.	0.15	N	30	24	ASP	24	1
Taylor Ave	State ROW of Highway 25 East Woodland Lane <i>Addl. Info.</i> Resurfaced with hot mix and edge line striping 2005.	0.14	N	24	21	ASP	19	1
Taylorstown Ln	Fort Blount Road 0.594 Miles South of Fort Blount Road	0.59	N	50	22	ASP	18	1
Templov Rd	State ROW of S. R. 260 (Browning) State ROW of Highway 231 North	2.34	Y	60	29	ASP	21	1
Tennessee Central Blvd	Starlite Road 1.05 miles East of Starlite Road <i>Addl. Info.</i> Formerly Four Lakes Regional Blvd. This is a SIA project with TDOT.	1.05	N	60	44	ASP	24	1
Thompson Ln	State ROW of Highway 25 East Lock Six Road <i>Addl. Info.</i> RESURFACED(LOCK SIX ROAD TO KEMP AVE) WITH EMIX AND CW MIX OCTOBER 2009.	0.77	N	22	15	ASP	13	3
Thoroughbred Lane	State ROW of McMurry Blvd. 0.815 Miles North of McMurry Blvd. at Cul-De-Sac <i>Addl. Info.</i> RESURFACED WITH CW MIX IN JUNE 2011.	0.82	N	50	26	ASP	22	1
Tomlinson Ln	Riadon Road 0.541 Miles Southwest of Riadon Road	0.54	N	33	15	ASP	13	3
	0.201 Miles Southwest of Riadon Road 0.30 Miles Southeast of Tomlinson Ln at Stock Gap	0.30	N	33	15	ASP	13	3
Trousdale Ct	Western Avenue At Cul-De-Sac <i>Addl. Info.</i> RESURFACED OCTOBER 2007 WITH CW MIX.	0.08	N	24	20	ASP	18	1
Tulip Court	State ROW of Highway 231 South .082 miles east of Highway 231 South	0.08	N	40	22		20	1

Road	Beginning/Ending		Length (MI)	StateAid	ROW	Roadbed	Surf Type	Surf Width	Class
Turner Dr	State ROW of Highway 25 East	0.203 Miles North OF Hwy 25 East (McMurry Blvd)	0.20	N	30	20	ASP	18	1
Vaden Hill Ln	Skillet Creek Road	0.226 Miles South of Skillet Creek Road	0.23	N	20	14	ASP	12	3
		<i>Addl. Info.</i> Went from Gravel to Asphalt in October 2020.							
Valentine Ln	Gravel Hill Road	Macon County Line	0.13	N	40	20	ASP	18	1
Vance Ave	State ROW of Broadway (Highway	Dixie Street	0.08	N	40	25	ASP	23	1
		<i>Addl. Info.</i> RESURFACED OCTOBER 2007 WITH CW MIX.							
W Main St	State ROW of Broadway (Highway	0.715 Miles West of Broadway	0.72	Y	40	26	ASP	22	1
		<i>Addl. Info.</i> Milled, resurfaced with hot mix, striping using State Aid funds September 2003. RESURFACED IN OCTOBER 2010 WHERE NEW WATER LINES WERE LAID.							
Walnut Grove Rd	State ROW of Highway 25 West	Snake Hollow Road	2.00	N	40	20	ASP	18	1
Ward Hill Rd	Cedar Bluff Road	Providence Road	1.37	N	40	22	ASP	18	1
Water Plant Lane	State ROW of Highway 141 South	0.24 Miles Southwest of Highway 141 South	0.24	N	22	13	ASP	13	3
	0.24 Miles Southwest of Hwy 141	State ROW of Highway 141 South (River Street)	0.11	N	30	20	ASP	18	1
Watson Ln	Oldham Road	0.55 Miles South of Oldham Road at Stock Gap	0.55	N	26	15	ASP	13	3
Western Ave	State ROW of Highway 25 East	East Main Street	0.39	N	40	24	ASP	20	1
		<i>Addl. Info.</i> Resurfaced with hot mix June, 2004. Striping 2005.							
White Oak St	State ROW of Broadway (Highway	Western Avenue	0.49	Y	34	23	ASP	21	1
		<i>Addl. Info.</i> Resurfaced with hot mix, striping using State Aid funds October 2003.							
Whites Bluff Ln	Bellwood Road	0.275 Miles North of Bellwood Rd at the Cul-De-Sac	0.28	N	40	26	ASP	24	1
	Bellwood Road	0.215 Miles South of Bellwood Rd at the Cul-De-Sac	0.22	N	40	26	ASP	24	1
Wilkerson Ln	Dixon Creek Road	0.072 Miles West of Dixon Creek Road	0.07	N	14	12	GRV	12	3
Williams Ave	Lock Six Road	Circle Drive	0.07	N	24	18	ASP	18	2
Wilson St	Gregory Street	0.100 Miles West of Gregory Street	0.10	N	26	20	ASP	18	1
		<i>Addl. Info.</i> Resurfaced with hot mix 2005.							
Wolf Hill Access Rd	Hawkins Branch Road	Wolf Hill Road	0.01	N	34	20	ASP	18	1

Road	Beginning/Ending	Length (MI)	StateAid	ROW	Roadbed	Surf Type	Surf Width	Class
Wolf Hill Rd	Hawkins Branch Road Sumner County Line	0.11	N	34	20	ASP	18	1
Woodard Ln	Dixon Creek Road 0.837 Miles South of Dixon Creek Road	0.84	N	20	15	ASP	13	3
Woodland Ln	Taylor Avenue 0.115 Miles North of Taylor Avenue	0.12	N	18	14	ASP	12	3
Woodmore Hollow Ln	State ROW of Highway 10 North 1.47 Miles East of Highway 10 North	1.47	N	32	21	ASP	18	1
	<i>Addl. Info.</i> RESURFACED SEPT. 2007 WITH CW MIX BEGINNING 0.670 MILE MARKER EAST OF HWY 10 AND ENDING AT 0.825 MILE MARKER.							
	1.47 Miles East of Highway 10 North 1.92 Miles East of Highway 10 North	0.45	N	20	15	ASP	13	3
Wright Ln	East Main Street 0.04 Miles South of East Main Street	0.04	N	30	20	ASP	18	1
	<i>Addl. Info.</i> RESURFACED WITH HOT MIX 2004.							
	0.04 Miles South of East Main Street 0.150 Miles South of East Main Street	0.11	N	30	15	ASP	13	2
	<i>Addl. Info.</i> RESURFACED WITH HOT MIX 2004.							

Number of Road Segments 301 Total Length 193.90 All Roads in Report

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT
RESOLUTION #2023-18-787

**RESOLUTION ADOPTING TENN DEPT OF ECONOMIC AND COMMUNITY DEVELOPMENT
CDBG HOUSING REHABILITATION PROGRAM POLICIES AND PROCEDURES**

WHEREAS, the Hartsville/Trousdale County Metro Government has received funding from the Tennessee Department of Economic and Community Development Small Cities Community Development Block Grant (CDBG) FY 2022 Housing Rehabilitation Project; and

WHEREAS, the Hartsville/Trousdale County Metro Government is required by the State of Tennessee to prepare and adopt written policies and procedures for the operation of said CDBG Program.

NOW, THEREFORE BE IT RESOLVED, by the Hartsville/Trousdale County Commission that the attached Policies and Procedures as prepared by Vantage Consulting Services shall serve as the written policies and procedures utilized by the community in the administration of the FY 2022 Hartsville-Trousdale County CDBG Housing Rehabilitation Project.

BE IT FURTHER RESOLVED that this Resolution take effect upon its passage, the public welfare requiring it.

Motion to approve: _____

Voice Vote

Second motion: _____

ABSENT _____

APPROVED:

ATTEST:

Jack McCall
Commission Chair

Rita Crowder
County Clerk

Full document will not be included in the hard copy

POLICIES AND PROCEDURES

REHABILITATION PROGRAM POLICIES FOR THE COMMUNITY OF HARTSVILLE/TROUSDALE COUNTY

INTRODUCTION

This rehabilitation plan sets forth the policies and procedures governing the operation of the Hartsville/Trousdale County FY 2022 CDBG Housing Rehabilitation Project.

PURPOSE

This program will make available financial and/or technical assistance for the rehabilitation of all eligible substandard/dilapidated owner occupied housing units located in the target area. Rehabilitation work will correct deficiencies in the eligible home and make the units safe, sound and sanitary for their occupants.

AUTHORITY

The legal authority for this rehabilitation program comes from *Edison Contract ID 15198* with the Tennessee Department of Economic and Community Development, Public Law 93383 (the Housing and Community Development Act of 1974) as well as State and local laws.

CONDEMNATION

During the life of this CDBG program in the target area, no houses will be condemned and no persons will be forced to move permanently.

PROGRAM RESOURCES

The source of funds for the undertaking of rehabilitation activities is a grant in the amount of \$525,000 which the Community has been awarded by the State of Tennessee through the U.S. Department of Housing and Urban Development Small Cities Community Development Block Grant program.

APPLICABLE LAWS

The local governing bodies, contractors, sub-contractors, vendors and applicants for rehabilitation assistance are required to abide by a number of State and Federal laws, and may be required to sign documents certifying their compliance.

- The Civil Rights Act of 1974
- Executive Order 11246 concerning Equal Employment Opportunity
- Standards of Conduct for CDBG Recipients - Conflict of Interest
- Notice of Requirement for Action to Ensure Equal Employment Opportunity
- Standard of Equal Opportunity Construction Contract Specifications
- Certification of Non-Segregated Facilities for Contracts over \$10,000.00
- Title VI of Civil Rights Act of 1964 Provisions
- Section 109 of Housing and Community Development Act of 1974 Provisions
- Section 3 Compliance Provisions
- Age Discrimination Act of 1975 Provisions
- Section 504 Affirmative Action for Handicapped Workers Provisions
- Lead-based Paint Hazard Provisions (Title X)
- Access to Records/Maintenance of Records Provisions
- Conflict of Interest Provisions

ELIGIBILITY REQUIREMENTS

INTRODUCTION

This section sets forth the eligibility requirements for the applicant to receive a rehabilitation grant and describes property to be rehabilitated. Applicant eligibility shall be determined by the program director, subject to the approval by the Mayor and/or the Community governing body. The County Commission shall have the right to waive rehabilitation assistance, limits and eligibility criteria on a case-by-case basis as justified by unique or unusual circumstances and with the approval of the State.

DEFINITION

The following are definitions of the various terms used with respect to eligibility requirements of the applicant:

Elderly At least 62 years old at the time the grant application was submitted to the State.

Disability Receiving disability benefits from Social Security, a pension program, life insurance program, or a total or partial physical impairment which renders the person unable to work. Where there exists reasonable question, a doctor's certification will be used.

Income All persons receiving benefits under the program must be of low/moderate income. Income limits for rehabilitation grants are tied to the county median income. Income to be reported by an applicant refers to income of the household, which includes income of the applicant, the spouse and other owner occupants residing in the same dwelling unit.

LMI Income Low/moderate income of the residents of *Hartsville/Trousdale County* has been established by ECD.

PERSONS PER HOUSEHOLD	ANNUAL INCOME LIMIT ^①
1	\$ <u>47,250</u>
2	\$ <u>54,000</u>
3	\$ <u>60,750</u>
4	\$ <u>67,450</u>
5	\$ <u>72,850</u>
6	\$ <u>78,250</u>
7	\$ <u>83,650</u>
8	\$ <u>89,050</u>

① Contact ECD for LMI Threshold Tables

- Owner-Occupant* A person who occupies a dwelling used entirely for residential purposes who owns the dwelling unit by holding a fee simple title, or life-estate title, for at least one year prior to application.

- Target Area* That area which was described in the original application submitted to ECD.

- Female Head-of-Household* A household headed by a female adult who is the sole source of income and all other occupants are dependents.

ELIGIBILITY CRITERIA

The following criteria must be satisfied by all applicants in order to become eligible for a rehabilitation grant.

- The applicant must be of low/moderate income.
- The applicant must have been an owner-occupant of the property to be rehabilitated for a period of not less than one year prior to the date the original application was submitted.
- The applicant must reside in a dwelling unit located within the target area.
- The applicant must apply for assistance (Exhibit J-1) and provide supporting documentation with their application by the deadline to be determined by the Grantee at the public hearing.

PRIORITIZATION OF APPLICANTS

The awarding of rehabilitation grants to eligible applicants will be based on priority according to which households are in greatest need for housing assistance. Houses will be rehabilitated in descending order, the household with most need first, the next household second, and so on until the funds are expended. If all eligible houses within the target area have been rehabilitated, the Community will notify the State before any additional expenditures are made.

RATING SYSTEM

The rating system is based on points. The most needy household will have the highest number of points. Information for determination of points is taken from the application (Exhibit J-1) submitted by the homeowner. Each application shall be rated.

INCOME/FAMILY SIZE	ANNUAL INCOME
FAMILY SIZE	LIMIT ^①
1	\$ <u>47,250</u>
2	\$ <u>54,000</u>
3	\$ <u>60,750</u>
4	\$ <u>67,450</u>
5	\$ <u>72,850</u>
6	\$ <u>78,250</u>
7	\$ <u>83,650</u>
8	\$ <u>89,050</u>

- If 80% to 99% less - add 80 points
- If 60% to 80% less - add 60 points
- If 40% to 60% less - add 40 points
- If less than 40% - add 20 points

NUMBER IN HOUSEHOLD

- 1 5 points
- 2 10 points
- 3 15 points
- 4 20 points
- 5 25 points
- 6 30 points
- 7 35 points
- 8 40 points

NUMBER OF ELDERLY (OVER 62)

10 points per person

NUMBER OF HANDICAPPED OR DISABLED

10 points per person

FEMALE HEAD OF HOUSEHOLD

10 points

NUMBER OF PERSONS 18 YEARS OLD OR YOUNGER

10 points per person

Individual residing in the household can be counted more than once. For example, a child 12 years old (10 pts) who is handicapped (10 pts) would count twenty (20) points.

CONDITION OF THE DWELLING STRUCTURE

Standard	No points
Substandard	15-30 points
Life threatening due to faulty electrical, roof, foundation, or plumbing	30-50 points

The Grantee will publish a Notice of Public Hearing to invite citizens to discuss program policies and procedures. A Family Survey (Application for Assistance) will be available at the public hearing and for a period to be announced by the Grantee at the public hearing. The deadline for applicants to turn in Family Surveys with all required documentation (such as proof of total household income, copy of property ownership, property tax receipts, etc.) will be announced at the public hearing.

ELIGIBILITY REQUIREMENTS OF PROPERTY TO BE REHABILITATED

This section sets forth definitions and eligibility criteria of residential property that will be considered for rehabilitation.

DEFINITIONS

The following are definitions of the various terms used with respect to eligibility requirements of property to be rehabilitated.

<i>Dwelling Unit</i>	A housing structure which is used entirely for residential purposes.
<i>Single Family</i>	Designed for single-family use, although more than one family may be residing therein, if every resident has access to all parts of the structure.
<i>Substandard</i>	Failing to meet the minimum housing requirements as set forth in the housing code of the Community, or as defined by the application.

ELIGIBILITY CRITERIA

- The dwelling unit must be located within the target area.
- The dwelling unit must be classified as substandard, based on a written, detailed inspection report by a qualified housing inspector.
- The dwelling must be an owner occupied family dwelling unit.
- Both units of a duplex are eligible if one is owner occupied and the second unit is occupied by a member(s) of the owner's family.
- If the dwelling lies within a flood zone, coverage under the National Flood Insurance Program must be carried by the homeowner.
- Vacant dwellings may be eligible if their owners are eligible, if the dwelling has been vacant due to its substandard conditions, and if the owner will occupy the dwelling upon completion.
- A mobile home is eligible if both the land and the mobile home are owned by the applicant.

DWELLING UNITS LOCATED IN A FLOODPLAIN

All acquisition, relocation, rehabilitation and elevation of dwellings within the floodplain are voluntary. The homeowner can not be forced to relocate. The most desirable goal is a sensible, cost effective approach that relocates as many families as possible from the floodplain to another location.

As a general policy, the county may offer to voluntarily relocate families from the floodplain to new or rehabilitated housing. This relocation housing should meet codes, be at least comparable in size, cost and quality. It may be newly constructed, existing or rehabilitated housing. The county is not obligated to provide relocation housing that is extravagant. The county will acquire and demolish the old dwelling and take possession of the site to prohibit future building in the floodplain.

In as much as the county will offer to buy a comparable or better structure outside of the floodplain, there is little justification for the expenditure of funds to rehabilitate or elevate structures located within the floodplain (which possibly could be flooded the day after they are completed). Only under special circumstances will the county consider repairs to or the elevations of structures located within the floodplain and only with the prior approval of ECD.

INCOME USED TO DETERMINE ELIGIBILITY

INTRODUCTION

This section sets forth the basis for determining the income of the applicant and the applicant's household for the purposes of a rehabilitation grant for a residential dwelling unit.

DEFINITION

The total income of the applicant's household as reported on application will be used to classify the household for purposes of eligibility.

INCOME OF APPLICANT'S HOUSEHOLD

The income of the applicant's household to be reported for purposes of eligibility is the sum of the income of the applicant, the applicant's spouse, and any other owner occupants.

EXCLUDED MEMBER OF THE HOUSEHOLD

The income of the following persons residing in the dwelling unit will be excluded:

- Applicant's dependents, as defined by Federal income tax law.
- Non-dependent adult members of the applicant's family who have no ownership rights in the dwelling unit, including any person related to the applicants by reason of blood or marriage.
- Any other individual other than applicant's spouse who has no ownership rights in the dwelling unit.

ANNUAL BASIS FOR INCOME DETERMINATION

The income for each individual is to be calculated on an annual basis.

SOURCES OF FUNDS COMPRISING INCOME

The following sources of funds will be included in the determination of annual income of each person whose income is to be used in the establishment of household income for purposes of a rehabilitation grant:

<i>Gross Wages or Salary</i>	The total money earned as work performed as an employee, before any deductions such as income taxes and social security.
<i>Self-Employment Income</i>	The net money income (gross receipts minus operating expenses) from a business enterprise in which the applicant is engaged on his own account.
<i>Other Income Regularly Received</i>	Money income that is regularly received by the person from such sources as social security, retirement or pension funds, insurance policy annuities and any funds regularly received for purposes of rent, current maintenance, or other household expenses that are paid by a resident of the dwelling unit whose income is excluded from the determination of household income.

EXCLUSIONS FROM DETERMINATIONS OF INCOME

The following sources of funds will be excluded in the determination of annual income of each person whose income is to be used in the establishment of household income.

<i>Educational Benefits from Social Security</i>	The income from these payments to minors.
<i>Non-Cash Income</i>	Excluded is compensation received in any other form than cash and the value of items such as food stamps.
<i>Cash Welfare Payments</i>	Welfare payments under Federal, State or local programs are excluded.
<i>One-Time Unearned Income</i>	Sources of one-time unearned income are excluded from the determination of income. For example, accident, health and casualty insurance proceeds.

<h2>TERMS, CONDITIONS AND CONSIDERATIONS IN AWARDING GRANTS</h2>

INTRODUCTION

This section sets forth certain terms, conditions and considerations which are in effect in the Community housing rehabilitation program.

DETERMINATION OF THE AMOUNT OF THE GRANT

The amount of a rehabilitation grant that an applicant may receive will not exceed:

- The actual and approved cost of the repairs and improvements necessary to make the dwelling unit conform to the housing standards adopted by the Community.

- The amount and structure of the grant must be consistent with the application submitted to ECD.
- When the applicant is furnishing supplementary funds from other sources, evidence that actual funds are available will consist of verification and documentation by the Community that the applicant has deposited the required amount in the appropriate escrow account. Such deposit must be made before the grant application and any construction work can begin.

STRUCTURE OF FINANCIAL ASSISTANCE

The Community offers financial assistance in the following form for:

- rehabilitation of existing dwellings
- construction on new dwellings (onsite relocation)
- construction of a new dwelling or rehabilitation as a result of relocation to another site.

DIRECT GRANT

- CDBG funds are used to make outright grants to property owners to cover the full cost of needed rehabilitation work. The owner does not normally make any repayment.

<i>Example</i>	Cost of Rehabilitation Work	\$8,000.00
	Full Grant	\$8,000.00

- To prevent owners from simply selling the property and profiting from the CDBG funded improvements, the owners must repay the program if they sell the property within five years. Part of the owner's obligation is forgiven each year they live on the property.
- Repayment of the rehabilitation grant or relocation shall be based on a twenty percent (20%) reduction of the amount to be repaid per year, according to the following schedule:

0 - 12 months	100% repayment
after one (1) year	80% repayment
after two (2) years	60% repayment
after three (3) years	40% repayment
after four (4) years	20% repayment
after five (5) years	0% repayment

- A lien is placed against the property and is activated if the owner attempts to sell within five years.
- If the property is inherited by a blood relative or sold to an eligible person under the guidelines, repayment may be deferred.

If the owner dies during the five year period of the grant and the heir(s) sell the dwelling, then repayment will follow the same schedule as if the owner were alive and selling the dwelling.

OTHER GRANT CONDITIONS

Specific terms and conditions are incorporated in the grant application and the contract documents. The applicant agrees to:

- Allow inspection by the Community of the property and the rehabilitation whenever the Community determines that such inspection is necessary.
- Furnish complete, truthful and proper information as needed to determine eligibility for receipt of rehabilitation grant money.
- The grant is made to the homeowner in the expectation that the homeowner will occupy the dwelling for at least five years as a primary residence and to this end a lien is recorded. It is also the intent of the grant that the dwelling!not! be converted to rental property and this is covered in paragraph 4 of the Lien.
- Permit the contractor to use, at no cost, existing utilities such as gas, water and electricity which are necessary to the performance and completion of the work.
- Cooperate fully with the Community and the contractor to insure that the rehabilitation work will be carried out promptly.
- Permit the contractor clear access to the dwelling in order to make repairs. If the contractor determines that he can not safely make repairs because the dwelling is filled with debris, junk or personal belongings, then the Community may require the homeowner to remove or authorize in writing the removal of the material before proceeding with rehabilitation work.
- All state and local property taxes must be paid up prior to start of work.

GRIEVANCE PROCEDURE

Disputes between the homeowner, Community and contractor may arise from time to time during the life of the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties the grievance procedure will be followed.

The Grievance Procedure should be made a part of the contract between the homeowner and the contractor.

POLICIES AND PROCEDURES

Grievances relating to policies and procedures of the rehabilitation program.

- The grievance by the homeowner or contractor is to be filed with the program administrator in writing.
- The program administrator will meet with the homeowner/contractor and attempt to negotiate a solution.
- If this fails, the program administrator will forward the complaint and documentation of his attempts to resolve it to the local elected body who shall make a determination.

PERFORMANCE

The rehabilitation contract is between the homeowner and the contractor. The following procedures must be instituted in an effort to resolve any complaints about the performance of the rehabilitation contract:

- The homeowner must contact the contractor initially and inform him of the grievance.
- If this fails, the homeowner must file a written grievance with the Community. The project administrator will meet with both the contractor and the homeowner in an effort to reach a mutual solution.
- If this fails, the project administrator should forward the grievance to the local elected board for their deliberation.
- If this fails, the affected party may institute litigation.
- The Community should keep documents and records of the grievance procedure. The Community may release funds to the contractor for items in the work write-up which are complete and undisputed.

THE WRITTEN CONTRACT

The contract and the rehabilitation specifications, along with the housing code report provide the basic document by which the relative merits of any dispute will be judged.

INTEREST OF PUBLIC OFFICIALS

No elected or appointed Federal, State and local official, member of the local governing body, or any other public official or employee who exercises any functions or responsibilities in conjunction with the administration of the housing rehabilitation shall have any interest, direct or indirect, in the proceeds or benefits of the rehabilitation grant program. In those cases where the interest may not be direct or indirect and the conflict of interest is only "apparent", the Community must contact ECD for clarification before proceeding.

KICKBACKS AND DISCOUNTS

No member of the governing body of the Community or any Community employee shall receive kickbacks or discounts from either contractors or property owners in return for special favors in regard to housing rehabilitation.

<h2>ELIGIBLE REHABILITATION ACTIVITIES</h2>
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INTRODUCTION

A rehabilitation grant may be made only to cover the cost of rehabilitation necessary to make an owner-occupied single-family dwelling unit conform to the housing code and adopted by the Community and consistent with the application submitted to ECD.

EXISTING CODE VIOLATIONS

Costs includable in rehabilitation grants are the costs of correcting existing housing code violations which have been determined by a qualified housing inspector and formalized in an individualized housing report.

INCIPIENT CODE VIOLATIONS

An incipient violation exists if at the time of inspection an element in the structure which, due to age, deterioration, wear, or normal usage will deteriorate within the life of the grant period and thus become code violations. Costs to correct these potential violations are eligible costs.

PERMITS AND FEES

Rehabilitation funds may be used to cover the cost of building permits and related fees required to carry out the proposed rehabilitation work. However, since the rehabilitation contract documents will require the contractor to pay them, these costs ordinarily would be included in the contract amount. Recording and filing fees are eligible costs.

EQUIPMENT

Rehabilitation funds may provide for the repair or purchase and installation of certain basic equipment necessary for the maintenance of the household in a safe, sanitary and healthy environment. These include such items as heating/air conditioning unit, hot water tank, electrical and sanitary fixtures, kitchen stove, refrigerator, cabinets and sinks. Purchase and installation is acceptable if there is no such equipment in the dwelling or if the existing equipment is unsafe, unsanitary or non-functional.

DISABLED

The Community **must** contact ECD if it is considering providing new construction or housing rehabilitation services to a disabled individual and the work write-up must be approved by ECD prior to bidding.

The Community should enlist the assistance of a qualified professional who is familiar and knowledgeable with the type of disability the homeowner has and can make suggestions as to the appropriateness of the proposed construction/rehabilitation and its compliance with the Federal requirements.

The standards for new housing construction and rehabilitation for disabled persons are covered by the "Uniform Federal Accessibility Standards" (UFAS) and/or by the American National Standards Institute (ANSI A117.1) "Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People".

ENERGY CONSERVATION

All costs associated with weatherization and energy conservation as determined by the housing inspector or TVA.

LEAD BASED PAINT ACTIVITIES

As part of the rehabilitation process the grantee must insure that the appropriate lead based paint regulations are followed, the activities are carried out by appropriately trained and certified individuals, and the results documented. All labor, inspection, testing and material costs are eligible expenses.

FLOOD INSURANCE

Purchase of flood insurance for a period equal to the length of the grant if the property lies in a floodplain.

EXTERIOR PAINTING

Exterior painting is an eligible cost when it is necessary to maintain a watertight exterior on the dwelling. Exterior painting and the addition of siding for cosmetic purposes are not eligible costs.

FIRE ALARMS

All new construction shall include a hard-wired and a battery operated smoke detector.

All dwellings being rehabilitated shall, if possible, include a hard-wired smoke detector and must include a battery operated smoke detector.

OTHER COSTS

Vacant, dilapidated houses can be demolished with owner's permission, or appropriate legal action.

The removal of trash, debris, junk cars, and out buildings are eligible activities.

Minor efforts to improve drainage and reduce flooding are eligible.

Rehabilitation costs not specifically required by the housing rehabilitation standards found necessary for the safety, health and general welfare of the occupants of the structure may be considered for eligibility, with prior consent of the local governing body and ECD.

OWNER-OCCUPIED MOBILE HOMES

In order to be eligible a mobile home (trailer) owner must also own the land upon which the mobile home rests. In general, a mobile home owner is eligible for a new mobile home, manufactured home or a stick built home. Whichever is the most feasible.

INELIGIBLE COSTS

In general, rehabilitation grants shall not be used for:

- Remodeling, cosmetic, or "General Property Improvements".

- Renovation of dilapidated out buildings.
- Appliances, not required by code standards.
- Materials, fixtures, equipment, or landscaping of type or quality that exceeds that customarily used in the locality for properties of the same general type as the property to be rehabilitated.

WORK WRITE-UP

The Community will prepare a work write-up incorporating the code inspection report and documenting on a room-by-room, item-by-item basis the rehabilitation work to be performed by the contractor.

VOLUNTARY RELOCATION AND DILAPIDATED DWELLINGS

Some houses are so dilapidated that when they are bid out for rehabilitation, the cost of rehabilitation is close to or more than the cost of constructing a new house. It really is not cost effective to rehabilitate the structure, and the Community would benefit from new construction.

In this case the structure can be acquired, demolished, and a new structure built using relocation funds on the same site.

This is a voluntary program and the County will not condemn any houses during the life of the CDBG Program nor will it force any homeowner to move.

HOUSING REHABILITATION SPECIFICATIONS

INTRODUCTION

This section sets forth the responsibilities of the Community for determining the rehabilitation work necessary to bring a dwelling into conformance with the minimum code adopted by the Community, and with the objective of the program as proposed in the application submitted to ECD. The Community will:

- Inspect the property and prepare an inspection list noting code deficiencies.
- Prepare a preliminary work write-up and cost estimate of the work to be done which will correct the code deficiencies.
- Consult with and advise the owner of the work to be done and the availability of a rehabilitation grant.
- Prepare a final work write-up and cost estimate as a basis for a rehabilitation grant and for the bid process in contracting for the rehabilitation work.

PROPERTY INSPECTION AND SPECIFICATIONS CHECKLIST

The Community will have the property inspected and prepare a code report that identifies each deficiency with respect to the housing code adopted by the Community and other deficiencies which may be eligible for correction through the rehabilitation grant. This code report provides a proper basis for the preparation of the work write-up, cost estimate and contract specifications.

WORK WRITE-UP AND COST ESTIMATE

The work write-up and cost estimate is a statement based on the code inspection and itemizes all the rehabilitation work to be done on the dwelling and includes an estimate of the cost of each item. The cost estimate will be reasonable, reflect prevailing labor and material costs, and reflect profit for the contractor.

Dual-Use of Work Write-Up

The write-up will be detailed and specific in style. Each item will be identified as correcting a code violation, meeting a code requirement, or an eligible cost under the grant. This same write-up without the cost estimate will serve as the specifications for the construction contract documents.

Itemizing Costs

Each item of work and its estimated cost will be identified in the work write-up as either correcting a code violation, meeting a code requirement, or eligible under the grant. This will be done on the work write-up by entering the cost estimates in a columnar arrangement.

Owner Preference

A preliminary work write-up need not contain details that have no significant effect on cost, such as color, style or pattern. The term "to be selected by owner" may be used appropriately.

CONSULTATION WITH HOMEOWNER/APPLICANT

The Community will consult with the prospective applicant on the work write-up and cost estimate. The Community will advise the applicant that only work that is directed toward correcting a code violation, meeting a code requirement or an eligible activity can be funded by the grant. The homeowner must understand that "general property improvements" or "cosmetic" improvements are not eligible for funding. The final work write-up (without costs) will be used by contractors for determining their bids and incorporated into the rehabilitation contract documents which the homeowner and contractor will sign. The homeowner should sign each page of the write-up.

CLEARLY WRITTEN SPECIFICATIONS

The work write-up will be written so that it provides a clear detailed understanding of the nature and scope of the work to be done and a basis for carefully determined bids and proposals from contractors. The homeowner shall have a clear understanding of the nature and scope of the work to be done and any limitations that may exist. The Community should refer to the General Conditions and Specifications where appropriate:

- Each specification will show the nature and location of the work and the quantity and type of material required.
- The specifications will refer to manufacturer's brand names or association standards to identify quality of material and equipment and may make provisions for acceptable substitutes or quality and brand name requirements may be included in the "General Conditions and Specifications" as indicated by reference in the work write-up.

CONTRACTING FOR REHABILITATION WORK

INTRODUCTION

This section sets forth requirements and procedures with respect to the construction contracts for housing rehabilitation financed through a rehabilitation grant. Rehabilitation work will be undertaken only through a written contract between the contractor and the property owner receiving the grant.

Form of Contract The construction contract will consist of a single document signed by the contractor and the property owner, following approval of the grant application. It will contain a bid, the Community's General Conditions and Specifications by reference, the work write-up which specifies the work to be done, and the existing code violations.

Use of Alternatives The document prepared by the Community may contain alternates by which each bidder may increase or decrease the lump sum contract price.

Procurement of Bids The Community will advertise openly and publicly for bids and encourage minority and female owned firms to bid on its projects.

GENERAL CONDITIONS

The bid package will include the following:

- The address, time and date by which the bid should be submitted by the contractor
- A provision that the bid be accepted by the homeowner within a specified length of time
- A provision that the contractor start work within a specified length of time
- A statement concerning the acceptability of progress payments

- A provision that final payment on the contract amount will be made only after final inspection, acceptance of all work by the Community and the homeowner, and after the Community receives the contractor's invoice and release of liens, and claims for liens by the subcontractor, laborers and material suppliers for completed work or supplied materials.
- Provisions that the contractor will be required to:
 - Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.
 - Perform all work in conformance with applicable local codes and requirements whether or not covered by the specifications and drawings for the work.
 - Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials that have been removed and replaced as part of the work shall belong to the contractor.
 - Not assign the contract without written consent of the Community and homeowner.
 - Guarantee the work performed for a period of one year from the date of final acceptance of all work required by the contract. Furthermore, furnish the owner, in care of the Community, with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.
 - Include a statement as to whether the premises are to be either occupied or vacant during the course of construction work.
 - A provision that the contractor may use existing utilities without payment during the course of the work.

DAVIS-BACON FEDERAL WAGE RATES

Single-dwelling housing rehabilitation work is exempt from Davis-Bacon wage rates. However, other projects involving labor associated with the rehabilitation program may require Davis-Bacon wage rates. The Community will contact the Tennessee Department of Economic and Community Development prior to bidding these projects.

INSURANCE

The Contractor shall carry or require that there be carried Workmen's Compensation Insurance for all his employees and those of his subcontractors engaged in work at the site in accordance with Tennessee State Workmen's Compensation Laws.

The contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance, in an amount not less than \$100,000 for injuries including accidental death to any one person and for one accident, and to protect the contractor and the subcontractors against claims for injury to or death of one or more than one person because of accidents which may occur or result from operations under the contract. Such insurance shall cover the use of all equipment including but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete

mixers, and motor vehicles in the construction of the rehabilitation embraced in their contract. The contractor shall carry, during the life of the contract, Property Damage Insurance in the amount of not less than \$50,000 to protect him and his subcontractors from claims for property damage which might arise from operations under their contract.

NOTE: The Community is advised to consult with its attorney to insure that the extent, limit and amount of contractors insurance is consistent with the scope of the project and current State law.

Before commencing work, the contractor shall submit evidence of the coverage required to the Community Rehabilitation officer. A certificate of insurance shall be presented as the evidence.

WORK WRITE-UPS, SPECIFICATIONS AND DRAWINGS

The specifications, based on the code inspection, the work write-up and illustrative sketches, if any, covering the specific rehabilitation work for each property to be rehabilitated will be prepared by the Community. They will:

- Clearly identify the code violation
- Work to correct those violations
- The Community's estimated cost for rehabilitation
- Any unusual features or limitations
- Will be signed on each page by the homeowner

INELIGIBLE CONTRACTORS

The County may determine a contractor ineligible to bid on projects when:

- There is documented proof that the contractor has not paid material suppliers.
- That the contractor has not completed projects within the allotted time frame.
- When there exist complaints by homeowners about quality of work and performance.

LICENSURE OF HOME IMPROVEMENT CONTRACTORS

You must follow State law which can be found at Tennessee Code Annotated, Section 62-6-102.

Each year attempts are made to change this law. You should contact the Home Improvement Commission in Nashville at 1-800-544-7693 to see what the law is in your area. The County can, for the life of the CDBG Program, require that all contractors be licensed. This should be done when the Policies and Procedures are adopted. All construction over \$25,000 must be done by a licensed contractor.

PERFORMANCE BOND

A performance bond is not required for CDBG rehabilitation work because the contractor is not paid until the work is complete and approved.

INVITATION TO CONTRACTORS FOR BID AND PROPOSAL

- Announce program and advertise for contractors in local and/or regional newspapers at the beginning of the program and once each year thereafter.
- Accept applications from contractors throughout the life of the program.
- Develop and maintain a list of contractors, including minority- and female-headed firms within the region.
- Notify in a timely fashion in writing all contractors on list when bid packages are available.
- Document when and to whom invitations to bid are sent out and packages picked up.

SELECTION OF A SUCCESSFUL BIDDER

The opening of the sealed bids must meet these conditions:

- The opening must be open to the public.
- The community will establish cost of rehabilitation based on the write-up and then determine a high (plus 15%) and low (minus 15%) range of acceptable bids. The lowest bid will prevail unless it falls outside of the acceptable range. If the bids are too high, the community may reject all bids and rebid the project. The community cannot negotiate with a high bidder by eliminating some of the work write-up items to bring the bid down within the acceptable range. The community should remove the items from the write-up and rebid the project. When new construction is bid the low bid shall prevail. However, the community reserves the right to reject any and all bids.
- There must be at least two competitive bids by eligible contractors.
- Minutes of the award and bid tabulations should be appropriately filed.
- Questions concerning contractor eligibility shall be decided prior to opening bids.
- Notify ECD to determine if contractors are debarred or not.
- The Community may limit the number of bids awarded to any one contractor at any one bid letting to 3.
- The Community may limit a new/unknown contractor to one award.

AWARD OF CONSTRUCTION CONTRACT

The contract will become effective upon the signatures of the homeowner and contractor and with the Community's endorsement. The Community will distribute the executed contract documents as follows: original to Community, copy to homeowner, copy to contractor.

INSPECTION, CLOSE-OUT AND PAYMENT FOR REHABILITATION WORK

INTRODUCTION

This section sets forth the requirements for inspection, the close-out and final payment procedures for rehabilitation grants.

RESPONSIBILITY FOR MAKING INSPECTIONS

Inspection of construction will be performed by the Community or its designate as follows:

- Compliance inspections will be made as often as necessary to assure that the work is being completed in accordance with the Community's building, electrical, mechanical, plumbing, zoning codes and any other related State or local laws and ordinances.
- Terms and conditions of the contract. Inspections will be made as often as necessary to assure that the work being performed is in accordance with the terms of the construction contract.
- A written report will be filed after each inspection.

PROGRESS PAYMENTS AND FINAL PAYMENTS

IF progress payments are allowed by the Community, the following conditions exist:

- The funds must be escrowed with the Community.
- If the Community determined from the inspection that the completed work is satisfactory, the Community may issue a progress payment check to the contractor.
- No more than one progress payment can be made and the payment cannot exceed 80% of value of the labor and materials used as of the date of inspection.

FINAL INSPECTION

- Upon completion of the rehabilitation work, a final inspection is held, and any uncompleted or work that is unsatisfactory is noted on a final "punch list". When these items are completed, the contract is complete.
- Certification: After the Community determines that the rehabilitation work has been fully and satisfactorily completed, it will prepare a Certificate of Final Inspection.
- Owner Statement of Acceptance: The homeowner signs the Certificate of Completion and Final Inspection indicating that he accepts the rehabilitation work as meeting the terms and conditions of the contract.

- **Making Final Payments:** When the final inspection determines that the work is completed in accordance with the contract and the homeowner has accepted the work, the Community will obtain from the contractor a release of liens, including all subcontractors and suppliers, and a copy of each warranty due the owner for the work. The Community may make final payment at that time.

The homeowner may refuse to sign the Certification of Completion and Final Inspection form because they feel that some of the work items are not correctly done or complete. They believe that if they sign then the contractor will not make the corrections because he has been paid. On the other hand, it is not fair to the contractor for the whole contract amount he is due to be held up over minor items.

The Community may authorize full payment for those items which are not disputed and acceptable to all parties.

The Community may withhold payment for those items not completed.

If the Community finds, after reviewing item-by-item the work write-up and comparing it to the work actually done, that the contractor has in the Community's opinion, satisfactorily met the conditions of the contract and the Homeowner refuses to sign the Certification of Completion and Final Inspection, the Community may still proceed to pay the contractor. However, the nature of the dispute, those items under dispute, and their dollar amount must be recorded on the Certification of Completion and Final Inspection and signed by the project administrator and a representative of the Community.

NOTICE OF COMPLETION (10 DAY NOTICE)

The County must file the Notice of Completion on behalf of the homeowner with the Office of Register of Deeds in the County. (Tennessee Code Annotated 66-11-142)

EXPANSION OF TARGET AREA

Expansion of the target area is considered a change in scope of the project. The County must write to ECD for permission to expand the target area and then follow the following procedures:

Procedures for Expanding Housing Rehabilitation Target Areas

In general, housing rehabilitation projects which have met their initial contract goals and have sufficient time and funds remaining may request to continue the activities for which they were originally funded.

The County must submit additional material to Economic and Community Development and request permission to go outside of the original Target Area.

Send to ECD a copy of the approval letter from the State Historic Preservation Officer (SHPO). The County should send SHPO the following materials:

1. A narrative/description of what you propose to do.
2. A map showing the old and new target areas.
3. Streetscape photographs of the houses.

Send this material to:

Patrick McIntyre, Jr., State Historic Preservation Officer, Tennessee
Historical Commission
2941 Lebanon Road
Nashville, Tennessee 37243-0442

Technical questions may be directed to SHPO. After the Historical Commission has commented and if there are no concerns, they will issue the county an approval letter. Send ECD a copy of that letter.

Send a narrative/description to ECD (same as to the SHPO).

› Send a map to ECD (same as to the SHPO).

Send a statement as to why the original Environmental Review is still valid.

Statutory Checklist (list source and have signed).

Send a completed Cumulative Housing Rehabilitation Report for the original target area.

Conditions

- A. The County should clear up any existing monitoring findings.
- B. Only LMI (Low-to-Moderate Income) houses are eligible. Submit copies of the target area surveys to ECD.
- C. The request should be received in time to allow sufficient time to complete the additional work within the original contract period.
- D. If your housing rehabilitation project also contained road paving, or water/sewer work, you may need to do additional surveys and should contact ECD.

LEAD-BASED PAINT ACTIVITIES

OVERVIEW

In 1992, Congress enacted into law the Housing and Community Development Act of 1992. Title X of that Act, the Residential Lead-based Paint Hazard Reduction Act of 1992, is comprehensive lead-poisoning legislation. It switches the focus from the presence of lead-based paint to lead-based paint hazards. Title X defines lead-based paint hazards as “any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead-contaminated paint that is deteriorated or present on accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects.” Title X established specific requirements for action in federally owned or associated housing (pre-1978). On September 15, 1999 HUD published final regulations to implement sections 1012 and 1013 of Title X, which set forth specific policies on lead-based paint hazard reduction in federally assisted and federally owned housing.

The following chapter provides you with guidance in order to comply with the new HUD regulations. The Department of Housing and Urban Development (HUD) and the Environmental Protection Agency (EPA) regulate LBP activities performed on government owned or assisted properties. The lead-based paint regulations are divided into sections that are called subparts. Subparts “C” through “M” apply to specific programs, such as multi-family mortgage insurance, project-based rental assistance, housing rehabilitation, public housing, tenant-based rental assistance, or acquisition, leasing supportive services or operations. Although all of Title X is applicable to the CDBG program, the most relevant parts of this legislation are Subparts J and K.

SUBPART J - The intent of Subpart J is to eliminate as far as practicable lead-based paint hazards in residential property that receives federal assistance for rehabilitation under a program administered by HUD. (See Attachment IV: Rehabilitation Process – Subpart J.)

SUBPART K - The intent of Subpart K is to eliminate as far as practicable lead-based paint hazards in a residential property that receives federal assistance under certain HUD programs for acquisition, leasing, support services, or operation. (See Attachment V: Rehabilitation Process – Subpart K.)

DEFINITIONS

ABATEMENT – Any set of measures designed to permanently (at least twenty years) eliminate lead-based paint or lead-based paint hazards.

CLEARANCE EXAMINATION – An activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards exist in the dwelling unit or

worksite. The clearance process includes a visual assessment and collection and analysis of environmental samples.

INTERIM CONTROLS – A set of measures designed to temporarily reduce human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, ongoing lead-based maintenance activities, and the establishment and operation of management and resident education programs.

LEAD-BASED PAINT HAZARDS – Any condition that causes exposure to lead from dust-lead hazards, soil-lead hazards, or lead-based paint that is deteriorated or present in chewable surfaces, friction surfaces, or impact surfaces, and that would result in adverse human health effects.

LEAD-BASED PAINT INSPECTION – A surface by surface testing of all painted, shellacked, or varnished surfaces to determine the presence or absence of lead.

PAINT TESTING – The process of determining, by a certified lead-based paint inspector or risk assessor, the presence or the absence of lead-based paint on deteriorated paint surfaces or painted surfaces to be disturbed or replaced.

RISK ASSESSMENT – An on-site investigation to determine the existence, nature, severity, and location of lead-based paint hazards; and the provision of a report by the individual or firm conducting the risk assessment explaining the results of the investigation and options for reducing lead-based paint hazards.

SAFework PRACTICES – Hazard reduction using approved methods of paint stabilization, occupant protection, specialized cleaning.

STANDARD TREATMENTS – A series of hazard reduction measures designed to reduce all lead-based paint hazards in a dwelling unit without the benefit of a risk assessment or other evaluation.

REQUIREMENTS FOR REHABILITATION ASSISTANCE (SUBPART J)

Subpart J of Title X deals specifically with rehabilitation. The requirements in regards to lead-based paint are dependent on the cost of the rehabilitation. HUD designates three categories of rehabilitation: property receiving less than or equal to \$5,000, property receiving between \$5,000 and \$25,000, and property receiving more than \$25,000. Cost of the site preparation, occupant protection, relocation, interim controls, abatement, clearance and waste handling attributed to lead-based paint hazard reduction are not be included when determining cost of rehabilitation. The following is a breakdown of what is required for each of these three categories in pre-1978 units:

PROPERTIES RECEIVING LESS THAN OR EQUAL TO \$5,000 PER UNIT

1. Provide the household with a copy of the pamphlet *Protect Your Family From Lead in Your Home*.
2. Conduct paint testing of surfaces to be disturbed or presume the presence of lead-based paint. If testing shows the absence of lead-based paint, safe work practices and clearance are not required.
3. Implement safe work practices during rehabilitation and repair any disturbed paint.
4. After completion of rehabilitation, conduct clearance testing of the worksite. Clearance is not required if rehabilitation did not disturb painted surfaces greater than the “de minimis” levels set forth by HUD.
 - a. “De minimis” levels:
 - i. 20 square feet on exterior surfaces
 - ii. 2 square feet in any one interior room or space
 - iii. 10% of the total surface area on an interior or exterior type of component with a small surface area, window sills, baseboards, and trim.
5. Notify the household of the results of the clearance testing.

PROPERTIES RECEIVING BETWEEN \$5,000 AND \$25,000 PER UNIT

1. Provide the household with a copy of the pamphlet *Protect Your Family From Lead in Your Home*.
2. Conduct paint testing of surfaces to be disturbed or presume the presence of lead-based paint.
3. Perform a risk assessment in the dwelling unit receiving federal assistance and in associated common areas and exterior painted surfaces before rehabilitation begins. A visual assessment may be made if presuming the presence of lead-based paint.
4. Perform interim controls and all lead-based paint hazards identified by the paint testing and risk assessment, as well as lead-based paint hazards created as a result of the rehabilitation work, or use Standard treatments.
5. After completion of rehabilitation, conduct clearance testing of the entire unit and common areas.

6. Notify the households of the results of the clearance testing.

PROPERTIES RECEIVING MORE THAN \$25,000 PER UNIT

1. If the homeowner rehabilitation cost estimate exceeds \$25,000, call Program Management to discuss.
2. Provide the household with a copy of the pamphlet *Protect Your Family From Lead in Your Home* (LBP-1).
3. Conduct paint testing of surfaces to be disturbed or presume the presence of lead-based paint.
4. Perform a risk assessment in the dwelling unit receiving federal assistance and in associated common areas and exterior painted surfaces before rehabilitation begins.
5. Abate all lead-based paint hazards identified by the paint testing and risk assessment as well as lead-based paint hazards created as a result of the rehabilitation work.
6. After completion of rehabilitation, conduct clearance testing of the entire unit and common areas.
7. Notify the household of the results of the clearance testing.

STEPS TO INCORPORATE LEAD-BASED PAINT PROCEDURES IN HOUSING REHABILITATION

1. Complete the initial walk through and work-write-up.
2. Determine the estimated cost of repairs and the category into which the project falls. (See Attachment VI: Quick Reference Guide)
3. Proceed with appropriate paint inspection/risk assessment, or presume the presence of lead-based paint.
4. Incorporate measures recommended by risk assessor into the work write-up. Determine if relocation is necessary.

5. Put the project out to bid.

The bid sheet should differentiate between rehabilitation work and lead work. The costs of site preparation, occupant protection, relocation, interim controls, abatement, clearance and waste handling attributable to lead-based paint hazard reduction are not to be included in the hard costs of rehabilitation. The two totals will then be added together to arrive at a total bid amount.

6. Relocation of homeowner and furnishings, if applicable.
7. If interim controls or standard treatments are necessary they must be performed by a person trained in accordance with CFR 1926.59 (Hazard Communication) and either be supervised by an individual certified as a lead-based paint abatement supervisor or have successfully completed one of the following courses: a lead-based paint abatement supervisor or worker course accredited in accordance with 40 CFR 745.225, The Lead-Based Paint Maintenance Program, or The Remodeler's and Renovator's Lead-Based Paint Training Program.
8. After completing work, clearance must be achieved.
9. Move homeowner and belongings back into home.

STANDARD TREATMENTS

There is an alternative to a risk assessment and interim controls when a project falls between \$5,000 and \$25,000. The presence of lead-based paint can be presumed, followed by the implementation of standard treatments. Standard treatments include:

1. **Paint stabilization.** All deteriorated paint on exterior and interior surfaces located on the residential property shall be stabilized or abated.
2. **Smooth and cleanable horizontal surfaces.** All horizontal surfaces, such as uncarpeted floors, stairs, window sills and window troughs, that are rough, pitted, or porous, shall be covered with a smooth, cleanable covering or coating, such as metal coil stock, plastic, polyurethane, or linoleum.
3. **Correction of dust-generating conditions.** Conditions causing friction or impact of painted surfaces shall be corrected.
4. **Bare residential soil.** Bare soil shall be treated, unless it is found not to be a soil-lead hazard.
5. **Safe work practices.** All standard treatments shall incorporated the use of safe work practices.

6. **Clearance.** A clearance examination shall be performed at the conclusion of any lead hazard reduction activity.
7. **Qualifications.** An individual performing standard treatments must meet the training and/or supervision requirements of 35.1330(a)(4), trained workers or workers supervised by certified Lead-based Abatement Supervisor.

OCCUPANT PROTECTION

This section establishes procedures for protecting dwelling unit occupants and the environment from contamination from lead-contaminated or lead-containing materials during hazard reduction activities.

1. Occupants shall not be permitted to enter the worksite during hazard reduction activities, until after hazard reduction work has been completed and clearance, if required, has been achieved.
2. Occupants shall be temporarily relocated before and during hazard reduction activities to a suitable, decent, safe, and similarly accessible dwelling unit that does not have lead-based paint hazards, except if:
 - a. Treatment will not disturb lead-based paint, dust-lead hazards or soil-lead hazards;
 - b. Only the exterior of the dwelling unit is treated, and windows, doors, ventilation intakes and other openings in or near the worksite are sealed during hazard control work and cleaned afterward, and entry free of dust-lead hazards, soil-lead hazards, and debris is provided;
 - c. Treatment of the interior will be completed within one period of 8 daytime hours, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, and treatment does not create other safety, health or environmental hazards; or
 - d. Treatment of the interior will be completed within 5 calendar days, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, and treatment does not create other safety, health or environmental hazards; and the worksite and the area within at least 10 feet of the containment area is cleaned to remove any visible dust or debris, and occupants have safe access to sleeping areas, and bathroom and kitchen facilities.

3. The dwelling unit and the worksite shall be secured against unauthorized entry, and occupants' belongings protected from contamination by dust-lead hazards and debris during hazard reduction activities. Occupants' belongings in the containment area shall be relocated to a safe and secure area outside the containment area, or covered with all seams and edges taped or otherwise sealed.

ACQUISITION, LEASING, SUPPORT SERVICES, OR OPERATION (SUBPART K)

The purpose of this subpart K is to establish procedures to eliminate as far as practicable lead-based paint hazards in a pre-1978 residential property that receives federal assistance under certain HUD programs for acquisition, leasing, support services, or operation. Acquisition, leasing, support services, and operation do not include mortgage insurance, sale of federally-owned housing, project-based or tenant-based rental assistance, or assistance to public housing.

Notices and Pamphlets – In cases where evaluation or hazard reduction, including paint stabilization, is undertaken, each grantee shall provide a notice to residents. A visual assessment is not considered an evaluation for purposes of this part. The grantee shall provide the lead hazard information pamphlet.

If a dwelling unit receives federal assistance under a program covered by this subpart, each grantee shall conduct the following activities for the dwelling unit and all common areas servicing the dwelling unit and the exterior surfaces of the building in which the dwelling unit is located:

1. A visual assessment of all painted surfaces in order to identify deteriorated paint;
2. Paint stabilization of each deteriorated paint surface, before occupancy of a vacant dwelling unit or where a unit is occupied, immediately after the receipt of federal assistance; and
3. The grantee shall incorporate ongoing lead-based paint maintenance activities into regular building operations.
4. The grantee shall provide a notice to occupants describing the results of the clearance examination.

COST

Costs of paint testing, risk assessments, and clearance testing will be paid as soft costs.! There is an acceptable range for costs involving these activities. Please contact your specialist for cost approval prior to contracting for these services.

Expenses incurred conducting lead activities, interim controls, standard treatments, and abatement will not count towards the \$25,000 cap on rehab costs. These costs will count towards the subsidy limit.

CERTIFICATION

Lead-based paint Inspectors, Lead-based paint Risk Assessors, Lead-based paint Abatement Workers, and Lead-based paint Abatement Supervisors must be certified by the Tennessee Department of Environment and Conservation (TDEC).

A listing of these certified Lead professionals is available from the TDEC office:

DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Division of Solid Waste Management
Fifth Floor, L & C Tower
401 Church Street
Nashville, Tennessee 37243-1535
1-888-891-8332

RESOLUTION #2023-22-791

A RESOLUTION AUTHORIZING HARTSVILLE/TROUSDALE COUNTY MAYOR AND SHERIFF TO INVESTIGATE AND NEGOTIATE REAL ESTATE OPPORTUNITIES

WHEREAS, the Trousdale County jail is a 44-bed medium prison office that was built in 1933; and

WHEREAS, the most recent inspection from the Department of Corrections performed in August 2020 states that the jail is in need of repair or replacement; and

WHEREAS, a needs assessment conducted by CTAS in July 2021 shows the jail has been overcrowded for several years as the building has become antiquated and no longer meets the needs or demands of our justice system; and

WHEREAS, there is a need to find available and affordable property to develop and construct a new building to use as the new jail; and

WHEREAS, the process to search for such property will take time and County resources to ensure the purchase is satisfactory to all involved.

NOW THEREFORE BE IT RESOLVED that the Hartsville/Trousdale County Commission, meeting in regular session, authorizes the Mayor and the Sheriff of Hartsville/Trousdale County to investigate and negotiate real estate on behalf of the County in order to find a parcel to develop and construct a new building to use as the Trousdale County Jail; and

BE IT FURTHER RESOLVED that this authority extends to entering into contracts for surveying, assessments, appraisals, and other professional services related to procuring property. These funds will be taken from the Capital Projects Fund 171; and

BE IT FURTHER RESOLVED that the final purchase and acquisition of land is subject to funding and approval by the County Commission.

Motion: _____

Motion made by: _____

Voice Vote

Second motion: _____

ABSENT _____

APPROVED:

ATTEST:

Jack McCall
Commission Chair

Rita Crowder
County Clerk

ORDINANCES

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT
ORDINANCE #288-2023-25

AN ORDINANCE TO SET WASTE COLLECTION FEES FOR ROLL OFF DUMPSTER SERVICES

WHEREAS, There is a need to provide for safe and efficient trash collection services for customers and to better capture the cost of providing these services; and

WHEREAS, the Hartsville/Trousdale County Public Works Committee recommends that current services fees be reviewed and increased to better fund the Sanitation Department; and

WHEREAS, by Ordinance 234-2022-04 Roll Off Dumpster fees were adjusted; and

WHEREAS, the Hartsville/Trousdale County Code Title 17 Trash Services must reflect current rates as required by the public.

NOW, THEREFORE, BE IT ORDAINED by the Hartsville/Trousdale County Commission meeting in regular session, that the Hartsville/Trousdale County Municipal Code Title 17-109(1) be amended by adding the following language to the rate schedule:

Roll-off Dumpsters

Remove: 40 yard dumpster **\$325.00** 14 days (2 weeks) plus **\$45.00** per ton

Add: 40 yard dumpster **\$345 plus \$90 for tipping fees (2 ton minimum) for the initial run, \$150 plus \$45 per ton for tipping fees for each subsequent run on the same day;**

Roll Off dumpster may remain on site for a maximum of 14 days, unless otherwise approved by the Public Works Director

*Recommended by the Public Works Committee on March 29, 2023 / May 17, 2023. (Sent back to Committee on April 24, 2023)
Public Hearing to be held on June 26, 2023 if approved on 1st Reading*

	1M	<u>Chris Gregory</u>		Voice Vote	
First Reading:		<u>May 22, 2023</u>	2m	<u>Shane Burton</u>	<i>Approved w/o opposition</i> Absent <u>4</u> PASSED

	1M	_____		Voice Vote	
Second Reading:		<u>June 26, 2023</u>	2m	_____	Yes _____ No _____ Absent _____

Approved:

Attest:

Jack McCall, Commission Chairman

Rita Crowder, County Clerk

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT
ORDINANCE #290-2023-27

**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 016 PARCEL 006.17
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 a parcel from A-1 Agricultural to R-1 Residential identified as follows:

Trousdale County Tax Map 016 Parcel 006.17;

This being 2.00 acres located on Temprow 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 has a **favorable** recommendation by Planning Commission May 8, 2023
Public Hearing to be held on June 26, 2023 if passed at 1st reading*

		1M <u>Jerry Ford</u>	Voice Vote			
First Reading:	<u>May 22, 2023</u>	2m <u>Brian Crook</u>	<i>Approved w/o opposition</i>	<i>Absent</i>	<u>4</u>	PASSED
		1M _____	Voice Vote			
Second Reading:	<u>June 26, 2023</u>	2m _____		<i>Absent</i>	_____	_____

Approved:

Attest:

Commission Chairman

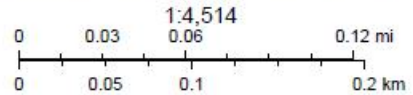
County Clerk

Trousdale County - Parcel: 016 006.17



Date: April 21, 2023

County: Trousdale
Owner: COOK JASON D
Address: TEMPLOW RD 485
Parcel Number: 016 006.17
Deeded Acreage: 2
Calculated Acreage: 0
Date of TDOT Imagery: 2021
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.

HARTSVILLE/TROUSDALE COUNTY
Office of Codes, Zoning & Building
328 Broadway, Room 1 | Hartsville, TN 37074
office (615) 374-1125 | Cell (615) 374-5066

Sign Deposit 100
101-43320

ZONING CHANGE

PARCEL INFORMATION

Current Zoning A-1 Requested Zoning R-1 Reason Use different setbacks
Property Owner Jason Cook Phone [REDACTED]
Property Address 485 Templov Rd Bethpage TN 37022
Lot Size 2 acres Road Frontage _____ ft. Easements _____ ft
Tax Map Number 016 Group _____ Parcel 06.17 Record/Deed Book _____
Subdivision Name _____ Phase _____ Lot # _____
Water Source City- CSBP Sewer or Septic septic

APPLICANT INFORMATION

Applicant Name Jason Cook Phone [REDACTED]
Mailing Address 485 Templov RD Bethpage TN 37022
Email: [REDACTED]

IMPACT INFORMATION

Zoning of Surrounding Properties A-1, R-1
Names of Surrounding Property Owners Thomas Cook, Johnny Adcock Jr,
ORRA HARPER, DENNIS GORE
Affected Roads TEMPLOV RD
Schools Affected _____
Public Utilities CSBP WATER, TRI COUNTY ELECTRIC

ACTION TAKEN

Reviewed by Planning Commission _____ Action _____
Reviewed by BZA _____ Action _____
Zoning Ordinance at County Commission
1st Reading _____ Action _____
Public Hearing _____ Action _____
2nd Reading _____ Action _____

Passed [Signature] Failed, state reason [Signature]
Applicant Signature

Date Submitted

\$100 Application fee



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

JOHN KERR, CHAIRMAN

Heather Bay	Mitch Gregory	Rhonda Keisling	Carol Pruitt
Amanda Carman	Thomas Harper	David Nollner	David Thomas

STATEMENT OF RECOMMENDATION

At its regular monthly meeting held on May 8, 2023, the Planning Commission of Hartsville/Trousdale County reviewed the following Zoning Change Application.

PARCEL INFORMATION

Current Zoning A-1 Requested Zoning R-1
 Tax Map Number 016 Group _____ Parcel 06.17
 Reason To build an addition using different setbacks
 Property Owner Jason Cook
 Property Address 485 Templov RD, Bethpage TN 37022

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:

The house is placed at the exact setback limit from the front property line for the A-1 zone which is 75' from the front. The R-1 zoning would allow a 35' setback from the front property line. The Planning Commission noted that there are several R-1 properties along Templov Rd and is giving this Rezoning Request a Favorable Recommendation.

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

John Kerr
Chairman

BUDGET DOCUMENTS

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT
ORDINANCE #291-2023-28
AN ORDINANCE MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS
DEPARTMENTS, INSTITUTIONS, OFFICES AND AGENCIES OF
THE GENERAL SERVICES FUNDS OF
HARTSVILLE/TROUSDALE COUNTY GOVERNMENT
FOR THE YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024

SECTION 1. BE IT ORDAINED by the County Commission of Hartsville/Trousdale County Government, assembled in regular session, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices and agencies of the general services funds of Hartsville/Trousdale County Government, for the capital outlay, and for meeting the payment of principal and interest on the County's debt maturing during the year beginning July 1, 2023 and ending June 30, 2024, according to the following schedule:

GENERAL FUND		
51100	County Commission	121,268
51220	Beer Board	1,792
51300	County Mayor	399,344
51400	County Attorney	82,000
51500	Election Commission (<i>including Voter Registration</i>)	305,086
51600	Register of Deeds	159,170
51720	Planning	138,169
51800	County Buildings	358,306
51910	Preservation of Records	5,150
52300	Property Assessor's Office	169,385
52400	County Trustee's Office	172,396
52500	County Clerk's Office	193,913
52600	Data Processing	145,000
53100	Circuit Court	228,847
53300	General Sessions Court	138,316
53400	Chancery Court	154,084
53700	Judicial Commissioners	43,596
53920	Courtroom Security	114,008
54110	Sheriff's Department	1,820,756
54120	Special Patrol - School Resource Officers	223,001
54150	Drug Enforcement	79,133
54160	Administration of the Sexual Offender Program	4,400

54210	Jail	1,436,564
54220	Workhouse	120,407
54240	Juvenile Services	55,275
54310	Fire Prevention and Control	146,828
54420	Rescue Squad	67,725
54490	Other Emergency Management	97,942
54610	County Coroner/Medical Examiner	39,000
55110	Local Health Center	32,599
55120	Animal Control	105,020
55170	Alcohol and Drug Programs	8,980
55720	Sanitation Education/Information	44,200
56100	Adult Activities	65,392
56300	Senior Citizens Assistance	45,880
56500	Libraries	161,805
56700	Parks and Fair Boards	289,262
57100	Agricultural Extension Service	80,609
57500	Soil Conservation	49,280
58190	Other Economic and Community Development	7,000
58300	Veterans Services	20,979
58400	Other Charges	457,600
58600	Employee Benefits	5,500
58900	Miscellaneous	38,000
91150	Capital Projects - LPRG	1,200,165
99100	Transfers Out	122,316

Total General Fund	9,755,448
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SOLID WASTE/SANITATION FUND

55732	Convenience Centers	1,018,307
55751	Recycling Center	102,331
55759	Other Waste Disposal	300,000
55770	Postclosure Care Costs	33,000
58400	Other Charges	46,000

Total Solid Waste/Sanitation Fund	1,499,639
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AMBULANCE SERVICE FUND

55130	Ambulance/Emergency Medical	1,436,342
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Total Ambulance Service Fund	1,436,342
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SPECIAL FUND CCA

54900	Other Public Safety	69,091,800
Total Special Fund CCA		69,091,800

DRUG CONTROL FUND

54150	Drug Enforcement	21,250
Total Drug Control Fund		21,250

HIGHWAY/PUBLIC WORKS FUND

61000	Administration	257,462
62000	Highway and Bridge Maintenance	1,439,288
63100	Operation and Maintenance of Equipment	231,500
65000	Other Charges	80,000
66000	Employee Benefits	103,985
68000	Capital Outlay	1,074,990
Total Highway/Public Works Fund		3,187,225

GENERAL PURPOSE SCHOOL FUND

71000	Instruction	
71100	Regular Instruction Program	6,307,100
71150	Alternative Instruction Program	147,054
71200	Special Education Program	1,121,415
71300	Vocational Education Program	367,755
72000	Support Services	
72110	Attendance	41,592
72120	Health Services	375,105
72130	Other Student Support	281,540
72210	Regular Instruction Program	455,827
72220	Special Education Program	88,667
72230	Vocational Education Program	33,130
72250	Technology	285,462
72310	Board of Education	216,550
72320	Director of Schools	244,882
72410	Office of the Principal	922,915
72510	Fiscal Services	184,370
72610	Operation of Plant	944,715
72620	Maintenance of Plant	276,785
72710	Transportation	876,806

73000	Operation of Non-Instructional Services	
73330	Community Services	113,568
73400	Early Education	183,410
76000	Capital Outlay	
76100	Regular Capital Outlay	3,465,000
82130	Education Debt Service	372,140
82330	Debt Service Contributions	44,000
91000	Other Financing Resources	
91190	Transfers Out	-

Total General Purpose School Fund **17,349,788**

CENTRAL CAFETERIA FUND

73100	Food Services	1,124,265
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Total Central Cafeteria Fund **1,124,265**

GENERAL DEBT SERVICE FUND

82100	Principal on Debt	462,639
82200	Interest on Debt	285,466
82300	Other Debt Service	27,590

Total General Debt Service Fund **775,695**

WATER AND SEWER UTILITY DISTRICT

55900	Other Public Health and Welfare	4,159,679
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BE IT FURTHER ORDAINED, that the budget for the School Federal Projects Fund shall be the budget approved for separate projects within the fund by the Tennessee Department of Education.

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

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

SECTION 3. BE IT FURTHER ORDAINED that any amendment to the budget, except for amendments to the budget for funds under the supervision of the director of schools, shall be approved as provided for in Section 5-9-407, T.C.A. The director of schools must receive approval of the Board of Education and the County Commission for transfers between major categories as required by law.

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

SECTION 4. BE IT FURTHER ORDAINED that any appropriations made by this ordinance which cover the same purpose for which a specific appropriation is made by statute is made in lieu of but not in addition to said statutory appropriation. The salary, wages or remuneration of each officer, employee or agent of the county shall not be in excess of the amounts authorized by existing law or as set forth in the estimate of expenditures which accompanies this ordinance. Provided, however, that appropriations for such salaries, wages or other remuneration hereby authorized shall in no case be construed as permitting expenditures for an office, agency, institution, division or department of the County in excess of the appropriation made herein for such office, agency, institution, division or department of the County. Such appropriation shall constitute the limit to the expenditures of any office, agency, institution division or department of the County. Such appropriation shall constitute the limit to the expenditures of any office, agency, institution, division or department for the year ending June 30, 2023. The aggregate expenditures for any item of appropriation shall in no instance be more than the amount herein appropriated for such item.

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

SECTION 6. BE IT FURTHER ORDAINED that the County Mayor and County Clerk are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the Director of Local Finance, to pay for the expenses herein authorized until the taxes and other revenue for the year 2023-24 have been collected. The proceeds of loans for each individual fund shall not exceed 60% of the appropriations of each individual fund and shall be used only to pay the expenses and other requirements of the fund for which the loan is made. The loan shall be paid out of revenue from the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the applicable sections of Title 9, Chapter 21 Tennessee Code Annotated. Said notes shall be signed by the County Mayor and countersigned by the County Clerk and shall mature and be paid in full without renewal not later than June 30, 2024.

SECTION 7. BE IT FURTHER ORDAINED that the delinquent County property taxes for the year 2023 and prior years and the interest and penalty thereon collected during the year ending June 30, 2024 shall be apportioned to the various County funds according to the subdivision of the tax levy for the year 2023. The Clerk and Master and the Trustee are hereby authorized and directed to make such apportionment accordingly.

SECTION 8. BE IT FURTHER ORDAINED that all unencumbered balances of appropriations remaining at the end of the year shall lapse and be of no further effect at the end of the year at June 30, 2024.

SECTION 9. BE IT FURTHER ORDAINED that any ordinance or part of an ordinance which has heretofore been passed by the County Commission which is in conflict with any provision in this ordinance be and the same is hereby repealed.

SECTION 10. BE IT FURTHER ORDAINED that this ordinance shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2023. This ordinance shall be spread upon the minutes of the County Commission.

Recommended by Budget & Finance Committee May 15, 2023
Public Hearing held on June 27, 2023

1M Landon Gulley *Vote by Roll Call*
First Reading: June 1, 2023 2m Beverly Atwood YES 11 NO 8 Abstain 0 Absent 1 **PASSED**
Motion included opting to take out \$1.9 million debt on a 10yr fixed rate.

1M _____ *Vote by Roll Call*
Second Reading: _____ 2m _____ YES _____ NO _____ Abstain _____ Absent _____

1M _____ *Vote by Roll Call*
Third Reading: _____ 2m _____ YES _____ NO _____ Abstain _____ Absent _____

Approved:

Attest:

Jack McCall, Commission Chair

Rita Crowder, County Clerk

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT
ORDINANCE #292-2023-29

**ORDINANCE FIXING THE TAX LEVY IN THE GENERAL SERVICES FUNDS OF
 THE HARTSVILLE/TROUSDALE COUNTY GOVERNMENT
 FOR THE FISCAL YEAR BEGINNING JULY 1, 2023**

SECTION 1. BE IT ORDAINED by the Board of County Commissioners of Hartsville/Trousdale County Government assembled in regular session, that the combined property tax rate for Hartsville/Trousdale County Government for the fiscal year **beginning July 1, 2023, shall be \$1.9877 on each \$100.00** of taxable property, which is to provide revenue for each of the following funds and otherwise conform to the following levies:

Fund	Rate
General	\$ 0.9450
Solid Waste/Sanitation	0.1182
Ambulance Service	0.2472
Highway Department	0.0346
General Purpose School	0.4947
General Debt Service	0.1480
Total	\$ 1.9877

SECTION 2. BE IT FURTHER ORDAINED that there is hereby levied a gross receipts tax as provided by law. The proceeds of the gross receipts tax herein levied shall accrue to the General, Solid Waste/Sanitation, Ambulance Service, Highway Department, the General Purpose School Fund, and the General Debt Service, on the basis of the current year property tax rate.

SECTION 3. BE IT FURTHER ORDAINED that the revenues from the investment of idle funds by the County Trustee shall be placed in the General Fund with the exception of specific investments made for the Highway/Public Works Fund and Capital Projects Fund.

SECTION 4. BE IT FURTHER ORDAINED that all ordinances of the Hartsville/Trousdale County Commission which are in conflict with this ordinance are hereby repealed.

SECTION 5. BE IT FURTHER ORDAINED that this ordinance takes effect from and after its passage, the public welfare requiring it. This ordinance shall be spread upon the minutes of the Hartsville/Trousdale County Commission.

Approved by the Budget & Finance Committee on May 15, 2023

Public Hearing held on June 26, 2023

	1M <u>Judy Kerr</u>	Vote by Roll Call						
First Reading:	<u>June 1, 2023</u>	2m <u>T. Bubba Gregory</u>	YES <u>12</u>	NO <u>7</u>	Abstain <u>0</u>	Absent <u>1</u>	PASSED	
		1M _____	Vote by Roll Call					
Second Reading:		2m _____	YES _____	NO _____	Abstain _____	Absent _____		
		1M _____	Vote by Roll Call					
Third Reading:		2m _____	YES _____	NO _____	Abstain _____	Absent _____		

Approved:

Attest:

Jack McCall, Commission Chair

Rita Crowder, County Clerk

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

ORDINANCE #293-2023-30

AN ORDINANCE MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS

DEPARTMENTS, INSTITUTIONS, OFFICES AND AGENCIES OF

THE URBAN SERVICES FUND OF

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

FOR THE YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024

SECTION 1. BE IT ORDAINED by the Board of County Commissioners of Hartsville/Trousdale County Government assembled in called session, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices and agencies of the urban services fund(s) of Hartsville/Trousdale County Government for the capital outlay, and for meeting the payment of principal and interest on the government’s outstanding debt maturing during the year beginning July 1, 2023, and ending June 30, 2024, according to the following schedule:

URBAN SERVICES FUND			
54110	Sheriff's Department	\$	643,595
54310	Fire Prevention and Control		9,500
55731	Waste Pickup		374,341
51400	Other Social Cultural and Recreational		6,000
58400	Other Charges		155,700
58600	Employee Benefits		2,250
62000	Highway and Bridge Maintenance		100,000
99100	Capital Projects		127,475
Total Urban Services Fund			\$ 1,418,860

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

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

SECTION 3. BE IT FURTHER ORDAINED that any amendment to the budget, except for amendments to the budget for funds under the supervision of the director of schools, shall be approved as provided for in Section 5-9-407, T.C.A. The director of schools must receive approval of the Board of Education and the Board of County Commissioners for transfers between major categories as required by law.

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

SECTION 4. BE IT FURTHER ORDAINED that any appropriations made by this ordinance which cover the same purpose for which a specific appropriation is made by statute is made in lieu of but not in addition to said statutory appropriation. The salary, wages or remuneration of each officer, employee or agent of the county shall not be in excess of the amounts authorized by existing law or as set forth in the estimate of expenditures which accompanies this ordinance. Provided, however, that appropriations for such salaries, wages or other remuneration hereby authorized shall in no case be

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT
ORDINANCE #294-2023-31

**ORDINANCE FIXING THE TAX LEVY IN THE URBAN SERVICES FUND OF
 THE HARTSVILLE/TROUSDALE COUNTY GOVERNMENT
 FOR THE FISCAL YEAR BEGINNING JULY 1, 2023**

SECTION 1. BE IT ORDAINED by the Urban Services Council of the Hartsville/Trousdale County Government assembled in regular session, that the combined property tax rate for the Urban Services Fund(s) of the Hartsville/Trousdale County Government for the fiscal year beginning **July 1, 2023 shall be \$0.6731 on each \$100.00 of taxable property**, which is to provide revenue for each of the following funds and otherwise conform to the following levies:

Fund	Rate
Urban Services	\$ 0.6731
Total	\$ 0.6731

SECTION 2. BE IT FURTHER ORDAINED that all ordinances of the Urban Services Council of the Hartsville/Trousdale County Government which are in conflict with this ordinance are hereby repealed.

SECTION 3. BE IT FURTHER ORDAINED that this ordinance take effect from and after its passage, the public welfare requiring it. This ordinance shall be spread upon the minutes of the Board of County Commissioners.

Recommended by the Urban Services Council May 15, 2023
Recommended by Budget & Finance Committee May 15, 2023
Public Hearing held on June 26, 2023

	1M <u>T. Bubba Gregory</u>	<i>Vote by Roll Call</i>								
First Reading:	June 1, 2023	2m <u>Mark Presley</u>	YES 2	NO 0	Abstain 0	Absent 1	PASSED			
		1M _____								<i>Vote by Roll Call</i>
Second Reading:		2m _____	YES _____	NO _____	Abstain _____	Absent _____				
		1M _____								<i>Vote by Roll Call</i>
Third Reading:		2m _____	YES _____	NO _____	Abstain _____	Absent _____				

Approved:

Attest:

Jack McCall, Commission Chair

Rita Crowder, County Clerk

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

RESOLUTION #2023-16-785

A RESOLUTION AUTHORIZING LEASE AGREEMENTS OR CONTRACTS OF MORE THAN ONE YEAR FOR EQUIPMENT USED IN DAILY OPERATIONS

WHEREAS, it is a necessary part of governmental functions to have various types of systems and equipment available for use in daily office operations; and

WHEREAS, it is often more financially feasible to lease or rent equipment than to own and maintain such equipment.

NOW, THEREFORE, BE IT RESOLVED by the Hartsville/Trousdale County Commission that the following service, rental, and lease agreements for the General Services Departments and the purpose for said agreements are hereby authorized for the 2023-24 budget year:

Service Agreements

AT&T	DSL Service for Property Assessor, Sheriff, and Courts Departments
Artis Networks	IT Maintenance, IT Support, Computer Back Up
Business Information Systems	Software system for County Clerk Office, Register of Deeds, Trustee
Cummins Crosspoint	Generator Maintenance for Jail, CJC, Administration Bldg
Datamaxx	Computer user agreement for NCIC/TIGS network for Jail
EMS Consultants	Billing System and Support for Ambulance Service
ESRI	GIS Maintenance Agreement for Property Assessor
Kone Elevator	Maintenance Agreement for Courthouse Elevator
Penguin Management	License for Communication Equipment for Rescue Squad and Vol Fire Dept
Progress, Inc.	Data Processing for Register of Deeds Office
Tri-County EMC	Broadband Dark Fiber, Internet Service, Wi-Fi Access, and Telephone Lines
TriZetto Provider Solutions	Electronic Claims Submissions for Ambulance Service

Rental Agreements

Airgas	Services/supplies for Public Works Dept.
NexAir Healthcare	Oxygen cylinder for Ambulance Service

Lease Agreements

Canon, Inc.	Copier service for UT Extension, Sheriff
Pitney Bowes Corporation	Postage Machine for General Services, Sheriff, and Courts
Xerox Corporation	Copier service for Ambulance Service
Wells Fargo	Copier service for Administration, CJC, Library, Highway

Motion to approve: _____

Voice Vote

Second motion: _____

Absent _____

APPROVED:

ATTEST:

Jack McCall
Commission Chair

Rita Crowder
County Clerk

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT
RESOLUTION #2023-19-788

**RESOLUTION OF THE HARTSVILLE/TROUSDALE COUNTY GOVERNMENT
AUTHORIZING THE ISSUANCE OF INTEREST BEARING GENERAL OBLIGATION SCHOOL SYSTEM
CAPITAL OUTLAY NOTES, SERIES 2023, IN AN AMOUNT NOT TO EXCEED \$1,900,000 AND
PROVIDING FOR THE PAYMENT OF SAID NOTES**

WHEREAS, the Hartsville/Trousdale County Commission (the "Commission"), of the Hartsville/Trousdale County Government (the "County"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay notes to finance certain public works projects, consisting of the installation of a new roof on the Elementary School and the refurbishing of the football field house, including bathrooms and locker room, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, architect, and engineering costs incident thereto (collectively, the "Project");

WHEREAS, the County finds and determines that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing capital outlay notes be issued for the purpose of providing funds to finance the Project; and,

WHEREAS, the County is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), to issue such notes for said purposes upon the approval of the Director of the Division of Local Government Finance (the "Director of Local Government Finance").

NOW, THEREFORE, BE IT RESOLVED BY THE HARTSVILLE/TROUSDALE COUNTY COMMISSION AS FOLLOWS:

Section 1. Authority. The Notes herein authorized shall be issued pursuant to the Act, and other applicable provisions of law.

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project, there shall be issued pursuant to, and in accordance with, the provisions of the Act, and other applicable provisions of law, the interest bearing capital outlay notes of the County, in the aggregate principal amount of not to exceed \$1,900,000, or such lesser amount as may be determined by the County Mayor of the County (the "County Mayor") at the time of sale (collectively, the "Notes", individually, the "Note").

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation School System Capital Outlay Notes, Series 2023". The Notes shall be issued in registered form, without coupons. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, or such other date as the County Mayor shall determine, shall be sold at not less than the par amount thereof, and shall bear interest at a rate not to exceed 4.50% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the County Mayor (the "Interest Payment Date"), and shall mature not later than the end of the tenth fiscal year

following the fiscal year in which the Notes are issued. Each year the Notes are outstanding the County shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. If the Notes are issued through the Tennessee Municipal Bond Fund ("TMBF"), alternative loan program, the rate of interest will include an annual fee equal to fifteen basis points (0.15%), payable to TMBF by the bank, to be paid from each periodic payment of interest on the Notes, based on the outstanding principal amount of the Notes. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes. The weighted average maturity of the Notes shall not exceed the reasonably expected weighted average life of the Project which is hereby estimated to exceed ten (10) years.

Interest on the Notes shall be payable by wire transfer or by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the owner of such Notes, as of the applicable Interest Payment Date, at its address as shown on the Registration Books of the County maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 4. Redemption. The Notes shall not be subject to redemption, in whole or in part, prior to maturity; provided however, at the option of the County, upon fifteen (15) calendar days written notice to the registered owner, and with the consent of the registered owner, the County may prepay the Note in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Provided, further, the County may pay, from time to time, additional principal payments, after giving fifteen (15) calendar day's written notice to the Registered Owner of such intent to pay additional principal.

Section 5. Execution. The Notes shall be executed in the name of the County; shall bear the manual signature of the County Mayor and shall be countersigned by the County Clerk of the County (the "County Clerk"), with his or her manual signature. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in typed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the County Mayor may deem necessary or desirable, the blanks to be appropriately completed by the County Mayor prior to the issuance of the Notes.

Section 6. Registration, Negotiability, and Payment.

(a) The County Clerk of the County is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as it may designate, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon

proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein. Principal on the Notes shall be paid at maturity upon presentation or surrender of the Notes at the principal office of the Note Registrar, and payment in such manner shall forever discharge and release the obligation of the County to the extent of the principal and interest so paid.

(b) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 7. Transfer of Notes. Each Note shall be transferable only on the Registration Books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

Section 8. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Notes is exercised, the County shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the County and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the County by the entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the County nor the Note Registrar shall be obligated to transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes or any call for redemption.

Section 9. Mutilated, Lost, Stolen, or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such Note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note,

and shall provide indemnification satisfactory to the County and to the Note Registrar, if required by the County and the Note Registrar.

Any notice to the contrary notwithstanding, the County and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owner of the Notes as the absolute owner thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 10. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Resolution as of the date of authentication.

Section 11. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from funds of the County legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the urban services district of the County without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the County, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the County is irrevocably pledged.

Section 12. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, to the extent necessary, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the County, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said County, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay said principal of and interest on the Notes maturing in said year. Principal or interest falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the County, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in the County's debt service fund and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 13. Approval of Director of Local Government Finance. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until such Notes shall first have been duly approved by the Director of Local Government Finance, as provided by Section 9-21-601 et. seq. Tennessee Code Annotated, as amended. The County Mayor, County Clerk, and Attorney for the County, are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the County shall submit its annual budget to the Director of Local Government Finance for approval immediately upon the County's adoption of the budget.

Section 14. **Sale of Notes.** The Notes herein authorized are authorized to be sold by the County Mayor by the informal bid process at a price of not less than par and accrued interest.

Section 15. **Disposition of Note Proceeds.** The proceeds from the sale of the Notes shall be paid to the official of the County designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "General Obligation School System Capital Outlay Notes Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the County. The monies in the Project Fund shall be disbursed solely to finance the Project. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be transferred to the County's debt service fund and used to pay debt service on the Notes.

Section 16. **Designation of Notes as Qualified Tax-Exempt Obligations.** The County hereby designates the Notes as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The County reasonably anticipates that the amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii)) which will be issued during the calendar year by the County (i) any issuer with respect to which the County is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed \$10,000,000, and not more than \$10,000,000 of obligations issued by the County (together with those issued by any other issuers that are treated as one issuer under such Section 265(b)(3)) during the 2023 calendar year will be designated as "qualified tax-exempt obligations".

Section 17. **Non-Arbitrage Certification.** The County certifies and covenants with the owner of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code, and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The County reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owner thereof for federal income tax purposes.

The County covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as defined in the regulations promulgated under the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the owner of the Notes for purposes of federal income taxation.

Section 18. Resolution of a Contract. The provisions of this Resolution shall constitute a contract between the County and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the County is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owner of the Notes.

Section 19. No Action to be Taken Affecting Validity of the Notes. The County hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owner from time to time of such Notes. The County further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owner thereof for purposes of federal income taxation.

Section 20. Miscellaneous Acts. The County Mayor, the County Clerk, the County Trustee, and all other appropriate officials of the County are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications in connection with the purchase of the Notes, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 21. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the County to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 22. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 23. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the County contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the County and not of any officer, director, or employee of the County in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the County or against any official or individual executing the Notes.

Section 24. **Severability.** If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 25. **Repeal of Conflicting Resolutions and Effective Date.** All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption the welfare of the County requiring it.

Motion to approve: _____

Voice Vote

Second motion: _____

ABSENT _____

APPROVED:

ATTEST:

Jack McCall
Commission Chair

Rita Crowder
County Clerk

STATE OF TENNESSEE)
COUNTY OF TROUSDALE)

I, Rita Crowder, hereby certify that I am the duly qualified and acting County Clerk of the Hartsville/Trousdale County Government (the "County"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Hartsville/Trousdale County Commission of said County held on June 26, 2023; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete copy of such resolution authorizing the issuance of not to exceed \$1,900,000 General Obligation School System Capital Outlay Notes, Series 2023, by said County; (4) that the actions by said Hartsville/Trousdale County Commission including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Hartsville/Trousdale County Commission was present and acting throughout said meeting.

WITNESS my official signature and the seal of said County this 26th day of June, 2023.

County Clerk

(SEAL)

FORM OF NOTE ---- EXHIBIT "A"

Registered
No. _____

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
HARTSVILLE/TROUSDALE COUNTY
GENERAL OBLIGATION SCHOOL SYSTEM CAPITAL OUTLAY NOTE,
SERIES 2023

Registered Owner:

Principal Amount:

THE HARTSVILLE/TROUSDALE COUNTY GOVERNMENT (the "County"), lawfully organized and existing under the laws of the State of Tennessee, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Principal Payment Dates, unless this Note shall have been duly called for prior redemption and payment of the redemption price shall have been made or provided for, the Principal Amounts set forth on Exhibit A attached hereto and incorporated herein as fully as though copied, and to pay interest on said Principal Amounts from the date hereof, or such later date as to which interest has been paid, to the Principal Payment Dates set forth on Exhibit A, semiannually on ____ 1 and ____ 1 of each year, commencing ____ 1, 2024, at the Interest Rate per annum set forth on Exhibit A, with principal and interest being payable by wire transfer, check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the County Clerk, or its successor as registrar and paying agent (the "Note Registrar"), on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this Note and the income therefrom are exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

This Note is one of a series of notes known as "General Obligation School System Capital Outlay Notes, Series 2023" (the "Notes"), issued by the County in the aggregate principal amount of \$1,900,000. The Notes which are issued for the purpose of financing the installation of a new roof on the Elementary School and the refurbishing of the football field house, including bathrooms and locker room, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, architect, and engineering costs incident thereto, are authorized by an appropriate resolution of the Hartsville/Trousdale County Commission and particularly that certain Resolution of the Hartsville/Trousdale County Commission adopted on June 26, 2023, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution, as so amended or supplemented, being herein called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the County Clerk of the County, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the County, and the rights of the Registered Owner hereof.

This Note and interest hereon is payable from funds of the County legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property in the County without limitation as to time, rate, or amount. For the prompt payment of this Note, both principal and interest, as the same shall become due, the full faith and credit of the County are hereby irrevocably pledged.

The County has designated the Notes as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable by the Registered Owner hereof by its attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this Note. Upon any such transfer, the County shall execute, and the Note Registrar shall authenticate and deliver in exchange for this Note, a new fully registered note or notes, registered in the name of the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this Note, of the same maturity and bearing interest at the same rate. For every exchange or transfer of notes, whether temporary or definitive, the County and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, or other governmental charges shall be paid to the County by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The County and the Note Registrar may deem and treat the entity in whose name this Note is registered as the absolute owner hereof, whether such note shall be overdue or not, for the purpose of making payment of the principal of and interest on, this Note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid, and neither the County nor the Note Registrar shall be affected by any notice to the contrary.

The Notes are issuable only as fully registered Notes, without coupons. At the office of the Note Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, fully registered Notes may be exchanged for an equal aggregate principal amount of fully registered Notes of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Note shall not be subject to redemption, in whole or in part, prior to maturity; provided however, at the option of the County, upon fifteen (15) calendar days written notice to the Registered Owner, and with the consent of the Registered Owner, the County may prepay the Note in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Provided, further, the County may pay, from time to time, additional principal payments, after giving fifteen (15) calendar day's written notice to the Registered Owner of such intent to pay additional principal.

This Note shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such note. This Note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this Note in order to make this Note a legal, valid, and binding obligation of the County, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this Note and the issue of which it is a part, together with all other indebtedness of such County, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE HARTSVILLE/TROUSDALE COUNTY COMMISSION OF THE HARTSVILLE/TROUSDALE COUNTY GOVERNMENT, has caused this Note to be signed by the manual signatures of the County Mayor and the County Clerk, all as of _____, 2023.



JASON E. MUMPOWER
Comptroller

June 15, 2023

Honorable Jack McCall, Mayor
and Honorable Councilmembers
Metropolitan Government of Hartsville and Trousdale County
328 Broadway, Room 6
Hartsville, TN 37074

Dear Mayor McCall and Councilmembers:

Thank you for your request. We acknowledge receipt on June 12th, 2023, of a request from the Mayor of the Metropolitan Government of Hartsville and Trousdale County (“Metro”) for approval to issue 10-year capital outlay notes in an amount not to exceed \$1,900,000 to be known as the “General Obligation School System Capital Outlay Notes, Series 2023” (the “Notes”).

Included with the request was a certified copy of a draft resolution with a later anticipated adoption, authorizing the issuance of the Notes to finance the installation of a new roof on the Elementary School and the refurbishing of the football field house, including bathrooms and locker room (the “Project”). The proposed note form was included with the resolution. Please send a copy of the executed note to us along with the completed Report on Debt Obligation within forty-five (45) days of the issuance of the debt herein approved.

Note Approval

This letter constitutes approval for Metro to issue the Notes by informal bid pursuant to Title 9, Chapter 21, Part 6 of Tennessee Code Annotated. Approval of the sale of the Notes is conditioned upon Metro’s compliance with all relevant provisions of Tennessee law. Our office has relied upon Metro’s determination of the cost of the public works project.

The governing body is responsible for ensuring compliance with Title 9, Chapter 21, Parts 1, 4, and 6 of the Tennessee Code Annotated, its debt management policy, and timely payment of outstanding note principal and interest in accordance with the note provisions.

This letter and the approval to issue debt do not address the compliance with federal tax regulations and should not be relied upon for that purpose. Metro officials should discuss these issues with a tax attorney or bond counsel.

This approval is valid for six months after the date of this letter. If the Notes have not been issued within that time, a new request must be submitted to our office for approval. Please notify us if you decide not to issue the Notes.

Purpose, Terms, and Life

This Project meets the definition of a public works project in Tenn. Code Ann. § 9-21-105, and your local government may issue notes under the authority of Title 9, Chapter 21 of the Tennessee Code Annotated to finance such Project.

The maturity of the Notes does not exceed the life of the proposed Project as attested by the local governing body. The maximum maturity for the Notes as authorized by the governing body is 10 fiscal years after the fiscal year the Notes are issued.

In the draft resolution, Metro has committed to amortize the Notes in a manner that reflects level debt service. The submitted resolution and supporting documents appear to meet the requirements for the issuance of notes in Title 9, Chapter 21 Parts 1, 4, and 6 of the Tennessee Code Annotated.

After Issuance

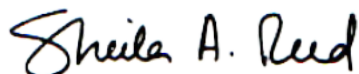
Our website contains specific compliance requirements your local government will be responsible for once the notes are issued: <http://tncot.cc/debt>. The listing is not all inclusive.

Tennessee Municipal Bond Fund (TMBF) Placement Process

TMBF requested rates on the note issue from a network of banks TMBF works with across the State and presented the lowest rate obtained to the governing body for its consideration. The TMBF negotiated with the banks to include an additional 0.15% (also called 15 basis points) added to the interest rates submitted by the banks, which, if the TMBF Alternative Loan Program is utilized, will be paid to TMBF over the life of the loan. The cost is calculated annually on the outstanding amount of the note and is paid by the bank to TMBF from periodic interest payments made by Metro to the bank.

If you should have questions or need assistance, please refer to our online resources or feel free to contact your financial analyst, Charlie Lester, at 615.401.7762 or Charlie.Lester@cot.tn.gov.

Sincerely,



Sheila Reed, Director
Division of Local Government Finance

cc:

Ms. Linda Mooningham, Tennessee Municipal Bond Fund

SR: cl

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT

RESOLUTION #2023-20-789

**RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE, AND PAYMENT OF
NOT TO EXCEED \$3,264,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2023,
OF THE HARTSVILLE/TROUSDALE COUNTY GOVERNMENT (TENNESSEE), AND
PROVIDING THE DETAILS THEREOF**

WHEREAS, the Hartsville/Trousdale County Government (the "County"), has heretofore entered into (i) that certain Loan Agreement, dated October 28, 2016, in the original principal amount of \$2,650,062, by and among the PBA City of Clarksville (the "Authority"), the County, and First Horizon Bank (formerly First Tennessee Bank National Association (the "Bank"), which matures May 25, 2024 through May 25, 2037, outstanding in the principal amount of \$1,964,000 (the "2016 School Loan"), the proceeds of the 2016 School Loan having been used to finance energy system improvements at the Hartsville/Trousdale Elementary School; and, (ii) that certain Loan Agreement, dated December 16, 2016, in the original principal amount of \$1,750,000, by and among the Authority, the County, and the Bank, which matures May 25, 2024 through May 25, 2037, outstanding in the principal amount of \$1,300,000 (the "2016 CJC Loan"), the proceeds of the 2016 CJC Loan having been used to finance the renovation of a County owned building for use as a criminal justice center (the 2016 School Loan and 2016 CJC Loan being herein called, collectively, the "Outstanding Indebtedness")

WHEREAS, the Outstanding Indebtedness bears interest at a variable rate;

WHEREAS, the County desires to prepay the Outstanding Indebtedness in order to lock in a fixed rate of interest due to the uncertainty and risk of variable rate debt and in order to better budget for debt service;

WHEREAS, the Outstanding Indebtedness evidenced by the Loan Agreements may be prepaid at any time with no prepayment penalty;

WHEREAS, the County Commission of the County has determined that it is in the best interests of the County to prepay such Outstanding Indebtedness on the earliest practicable date;

WHEREAS, the County is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), to issue and sell refunding bonds for the purpose of prepaying the Outstanding Indebtedness prior to its maturity;

WHEREAS, a plan of refunding for the Outstanding Indebtedness and a request to sell the refunding bonds by negotiated sale have been submitted to the Director of the Division of Local Government Finance for review as required by Sections 9-21-903, and 9-21-910, respectively, Tennessee Code Annotated, as amended, and the Director of the Division of Local Government Finance has issued a report thereon;

WHEREAS, the County Commission finds that it is now, therefore, necessary and desirable to provide for the execution, terms, issuance, sale, and payment of not to exceed \$3,264,000 General Obligation Refunding Bonds, Series 2023 (the "Bonds"); and,

WHEREAS, it is necessary to authorize the form of, terms, and execution of, an agreement for the purchase of the Bonds (the "Bond Purchase Agreement"), to be entered into by and between the purchaser of the Bonds and the County (the "Purchaser"), in connection with the purchase of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF THE HARTSVILLE/TROUSDALE COUNTY GOVERNEMENT, AS FOLLOWS:

Section 1. **Authority.** The Bonds herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. **Definitions.** Without limiting any other definitions of terms and words in other sections of this Resolution, the following words and terms shall have the meanings indicated unless otherwise plainly apparent from the context:

"Act" means Title 9, Chapter 21, Tennessee Code Annotated, as amended.

"Authorized Representative of the County" means the then County Mayor or the then County Clerk of the County, authorized by resolution or by law to act on behalf of and bind the County.

"Bond" means individually, or "Bonds" means collectively, the General Obligation Refunding Bonds, Series 2023, of the County authorized by this Resolution of the County Commission.

"Bond Counsel" means an attorney or firm of attorneys recognized as having experience in matters relating to the issuance of municipal obligations.

"Bond Purchase Agreement" means that certain Bond Purchase Agreement, dated the date of the sale of the Bonds, between the County and the Purchaser.

"Bond Registrar" means the County Clerk of the County, or his or her successor, or successors hereafter appointed in the manner provided in this Resolution.

"Closing Date" means the date of delivery and payment of the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Bonds and as hereafter amended, supplemented, or revised insofar as such amendments, supplements, or revisions shall pertain to or affect the Bonds.

"County Clerk" means the duly appointed, qualified, and acting County Clerk of the County, or his or her successors.

"County Commission" means the County Commission of the County.

"County Mayor" means the duly elected, qualified, and acting County Mayor of the County, or his or her successors.

"Interest Payment Date" means each date on which interest shall be payable on any of the Bonds, according to their respective terms so long as any of the Bonds shall be Outstanding.

"Owner", when used with reference to the Bonds, means any entity who shall be the registered owner of any then outstanding Bond or Bonds.

"Principal Payment Date" means such date on which principal shall be payable on any of the Bonds, according to their respective terms so long as any of the Bonds shall be outstanding.

"Resolution" means this Resolution, as supplemented and amended.

"Scheduled Put Option Date" means the fifth anniversary of the date of the closing of the Bonds, subject to extension as set forth in Section 5(c) hereof, and if extended, the fifth anniversary of the prior Scheduled Put Option Date.

"State" means the State of Tennessee.

Section 3. Authorization. For the purpose of providing funds, together with funds of the County, to prepay the Outstanding Indebtedness, there is hereby authorized to be issued General Obligation Refunding Bonds of the County in the aggregate principal amount of not to exceed \$3,264,000. No Bonds may be issued under the provisions of this Resolution except in accordance herewith. The County Commission hereby finds that it is advantageous to the County to issue the Bonds to prepay the Outstanding Indebtedness.

Section 4. Form of Bonds; Execution.

(a) The Bonds are issuable only as fully registered bonds, without coupons. All Bonds issued under this Resolution shall be substantially in the form set forth in Exhibit "A" attached hereto, and by this reference incorporated herein as fully as though copied, with such appropriate variations, omissions, and insertions as are permitted or required by this Resolution, the blanks therein to be appropriately completed when the Bonds are prepared, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto or as otherwise desired by the County. The Bonds shall be numbered consecutively from one upwards.

(b) The Bonds shall be executed in such manner as may be prescribed by applicable law in the name, and on behalf, of the County with the manual signature of the County Mayor and attested with the manual signature of the County Clerk. The Bonds shall not be valid for any purpose unless authenticated by the manual signature of the Bond Registrar on the certificate set forth on the Bonds.

(c) In the event any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Any Bond may bear the signature of such individuals who, at the actual time of the execution of such Bond, were the proper officers of the County to sign such Bond, although on the date of the adoption by the County of this Resolution, such individuals may not have been such officers.

Section 5. Terms, Payment, and Certain Other Provisions of the Bonds.

(a) The Bonds shall be designated "General Obligation Refunding Bonds, Series 2023". Each Bond shall be dated the date of issuance and delivery, or such other date as the Authorized Representatives of the County executing the Bonds shall determine; shall be sold at the price of par; shall bear interest from the date thereof at a rate or rates to be hereafter determined by the officials of the County executing the Bonds when said Bonds are sold, but not exceeding 4.50% per annum, such interest being payable semiannually on the first day of June and December of each year, commencing December 1, 2023; and, shall be payable on the first day of June in the principal amounts set forth in the Bond Purchase Agreement with the final maturity date of June 1, 2037; provided, however, that the County Mayor is

hereby authorized to make such adjustments in the principal amounts as are necessary to provide the most effective overall debt service for the County. If the Bonds are issued through the Tennessee Municipal Bond Fund ("TMBF"), fixed rate loan program, the rate of interest will include an annual fee equal to 15 basis points (0.15%), payable to TMBF by the bank, to be paid from each periodic payment of interest on the Bonds, based on the outstanding principal amount of the Bonds.

In the event that any amount payable on any Bond as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Bond as a prepayment thereof without penalty, and such excess shall not be considered to be interest.

The principal of, and all installments of interest on, any Bond shall bear interest from and after their respective due dates at a rate of interest equal to the rate of interest payable on the principal of such Bond. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

(b) Interest on the Bonds shall be payable by wire transfer, electronic means, or by check or other form of draft of the Bond Registrar, deposited by the Bond Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the Owner of such Bonds, as of the applicable Interest Payment Date, at its address as shown on the Registration Books of the County maintained by the Bond Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. All payments of the principal of and interest on the Bonds shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

(c) The Purchaser, at its sole option, may (i) extend the Scheduled Put Option Date for purposes of the Bonds for an additional five (5) years, upon such terms as may be mutually agreed upon by the Purchaser, the County, and the Tennessee Municipal Bond Fund (the "Administrator"), or (ii) put the Bonds to the County for purchase on such Scheduled Put Option Date; provided, however, unless on or before one hundred eighty (180) days prior to the Scheduled Put Option Date, the Purchaser shall have notified the County and the Administrator, in writing, that it intends to put the Bonds to the County for purchase on the next Scheduled Put Option Date, then the Purchaser shall be obligated to extend the Scheduled Put Option Date for an additional five (5) year term, from the then stated Scheduled Put Option Date.

If the Purchaser elects (or is deemed to have elected) to extend the Scheduled Put Option Date, its obligation to do so shall nevertheless be conditioned on no default under the Bonds existing on the Scheduled Put Option Date.

Further, if the Purchaser elects (or is deemed to have elected) to extend the Scheduled Put Option Date, it may at its sole option, elect to modify the interest rate on the Bonds, by notice delivered to the County and the Administrator, not less than eighty-five (85) days prior to the Scheduled Put Option Date.

(d) The County Commission of the County understands and is aware that the Purchaser has the option to put the Bond for purchase to the County during the term of the Bonds (the "Put Option"), at certain intervals upon not less than one hundred eighty days' written notice to the County, the Administrator, and the County.

The County Commission is aware of the risks and benefits associated with the Bonds and the Put Option. The County Commission finds that the repayment structure of the Bonds (including the Put Option) is in the public interest of the County.

The County Commission further agrees that it is willing to pay additional issuance costs associated with the refunding of the Bonds in the event the Put Option is exercised by the Purchaser. In the event that the Put Option is exercised by the Purchaser, and the County is unable to pay the Bonds in full on such date and no subsequent holder can be determined, the County Commission commits to refund the Bonds in the following manner:

- (1) the County Commission shall submit a plan of refunding to the Comptroller or Comptroller's designee;**
- (2) the final maturity of the refunding debt obligation will not extend beyond the final maturity of the original Bonds; and,**
- (3) the debt service structure of the refunding debt obligation will be substantially similar to or more declining than the debt structure of the original Bonds.**

The County Commission has not retained an independent municipal advisor in connection with the issuance of the Bonds. The County Commission understands and acknowledges that the Purchaser does not owe a fiduciary duty to the County and that the Purchaser is acting for its own business and commercial interests. The County Commission has consulted with such advisors and experts as it deems appropriate before the consideration and adoption of this Resolution.

Section 6. **Redemption.** The Bonds shall not be subject to redemption, in whole or in part, during the first five years from the date of closing. Thereafter, the Bonds shall be subject to redemption, in whole or in part, at the option of the County, upon thirty (30) days written notice to the Purchaser, at the price of par plus accrued interest to the date of redemption.

Section 7. **Registration, Negotiability, and Payment.** The County Clerk of the County is hereby appointed the Bond Registrar and paying agent (the "Bond Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Bonds, and shall also perform such other duties as may be required in connection with any of the foregoing. The Bond Registrar is hereby authorized to authenticate and deliver the Bonds to the original purchaser thereof, or as it may designate, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bonds to be transferred in proper form with proper documentation as herein described. The Bonds shall not be valid for any purpose unless authenticated by the Bond Registrar by the manual signature of the Bond Registrar on the certificate set forth in Exhibit "A" hereto. The Bonds shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Bonds shall be valid unless such transfer is noted upon the Registration Books and until such Bond is surrendered, cancelled, and exchanged for a new Bond which shall be issued to the transferee, subject to all the conditions contained herein.

Section 8. **Transfer of Bonds.**

- (a) Each Bond shall be transferable only on the Registration Books maintained by the Bond Registrar at the office of the Bond Registrar, upon the surrender for cancellation thereof at the office of the Bond

Registrar, together with an assignment of such Bond duly executed by the Owner thereof or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Bond, the Bond Registrar shall, in exchange for the surrendered Bond or Bonds, deliver in the name of the transferee or transferees a new Bond or Bonds of authorized denominations, of the same aggregate principal amount and maturity and rate of interest as such surrendered Bond or Bonds, and the transferee or transferees shall take such new Bond or Bonds subject to all of the conditions herein contained.

(b) The County and the Bond Registrar may deem and treat the entity in whose name any Bond shall be registered upon the Registration Books maintained by the Bond Registrar as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of, and the interest on, such Bond and for all other purposes. All such payments so made to the registered Owner thereof shall be valid and effectual to satisfy and discharge the liability of the County or the Bond Registrar upon such Bond to the extent of the sum or sums so paid. Neither the County nor the Bond Registrar shall be affected by any notice to the contrary.

Section 9. **Regulations with Respect to Transfers.** In all cases in which the privilege of transferring Bonds is exercised, the County shall execute, and the Bond Registrar shall deliver, Bonds in accordance with the provisions of this Resolution. For every transfer of Bonds, whether temporary or definitive, the County and the Bond Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, and other governmental charges shall be paid by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the County nor the Bond Registrar shall be obligated to transfer any Bond after the fifteenth (15th) calendar day of the month next preceding an Interest Payment Date.

Section 10. **Mutilated, Lost, Stolen, or Destroyed Bonds.** In the event any Bond issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such Bond shall, at the written request of the Owner, be cancelled on the Registration Books and a new Bond shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Bond. Thereafter, should such mutilated, lost, stolen, or destroyed Bond or Bonds come into possession of the Owner, such Bonds shall be returned to the Bond Registrar for destruction by the Bond Registrar. If the principal on said mutilated, lost, stolen, or destroyed Bond shall be due within fifteen (15) calendar days of receipt of the written request of the Owner for authentication and delivery of a new Bond, payment therefor shall be made as scheduled in lieu of issuing a new Bond. In every case the Owner shall certify in writing as to the destruction, theft, or loss of such Bond, and shall provide indemnification satisfactory to the County and to the Bond Registrar, if required by the County and the Bond Registrar.

Section 11. **Authentication.** Only such of the Bonds as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Bond Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Bond shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Bond Registrar. Such executed certificate of authentication by the Bond Registrar upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 12. **Source of Payment and Security.** The Bonds, including the principal thereof and the interest thereon, shall be payable from funds of the County legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the County without limitation as to time, rate, or amount. The Bonds shall be a direct general obligation of the County, for which the punctual payment of the principal of and interest on the Bonds the full faith and credit of the County is hereby irrevocably pledged.

Section 13. **Levy of Taxes.** For the purpose of providing for the payment of the principal of, and interest on, the Bonds, there shall be levied in each year in which such Bonds shall be outstanding, to the extent necessary, a direct tax on all taxable property in the County, fully sufficient, to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said County, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount. The County Commission of the County is required by law and shall and does hereby pledge to levy such tax. Principal and interest, or either of the foregoing, falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the County, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected.

Section 14. **Sale of Bonds.**

(a) The Bonds herein authorized are authorized to be sold by the County Mayor at a private negotiated sale at a price of not less than par in accordance with the provisions of the Bond Purchase Agreement. The Bonds shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the County Mayor of the County and the purchaser of the Bonds, as set forth in such Bond Purchase Agreement.

The County Mayor, in consultation with the Purchaser of the Bonds, is authorized, prior to the sale of the Bonds and the execution of the Bond Purchase Agreement, to make such changes in the structuring of the terms of the Bonds as the County Mayor shall deem necessary to provide for the most efficient refunding of the Outstanding Indebtedness, as may be in the best interests of the County. In this regard, the County Mayor, in consultation with the Purchaser of the Bonds, is authorized to cause to be sold an aggregate principal amount of the Bonds less than that authorized herein and to change the redemption provisions set forth in Section 6 hereof; provided, however, that no redemption premium shall be greater than two percent (2%).

(b) The form, content, and provisions of the Bond Purchase Agreement as presented to this meeting of the County Commission and attached hereto as Exhibit "B," are in all particulars approved, and the County Mayor and the County Clerk are hereby authorized, empowered, and directed to execute, acknowledge, and deliver said Bond Purchase Agreement in the name, and on behalf of the County.

The Bond Purchase Agreement is to be in substantially the form now before this meeting of the County Commission, or with such changes therein as shall be approved by the County Mayor and County Clerk executing the same, their execution thereof to constitute conclusive evidence of the approval of any and all such changes or revisions.

The Authorized Representatives of the County are hereby authorized, empowered, and directed, from and after the execution and delivery of the Bond Purchase Agreement to do all acts and things, and execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Bond Purchase Agreement, as executed and delivered.

Section 15. **Disposition of Bond Proceeds.** The proceeds from the sale of the Bonds shall be paid to the official of the County designated by law as the custodian of the funds thereof. Said proceeds shall be used, together with other available funds of the County to prepay the Outstanding Indebtedness, such prepayment to occur on the first available date, but in no event later than eighty-nine (89) days from the date of issuance of the Bonds and to pay costs of issuance in connection with the Bonds.

Section 16. **Prepayment of the Outstanding Indebtedness.** Upon the adoption of the Resolution, the Outstanding Indebtedness maturing May 25, 2024 through May 25, 2037, inclusive, is hereby authorized to be prepaid, in accordance with the provisions of the respective Loan Agreements.

Section 17. **Non-Arbitrage Certification.** The County certifies and covenants with the Owner of the Bonds that so long as the principal of any Bond remains unpaid, monies on deposit in any fund or account in connection with the Bonds, whether or not from any other source, will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. The County reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when, and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of Bond Counsel, result in making the interest on the Bonds subject to federal income taxation.

The County covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom, and the County represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as such term is defined and used in the Code, pursuant to the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income of the Owner of the Bonds for purposes of federal income taxation.

Section 18. **Designation of Bonds Qualified Tax-Exempt Obligations.** The County hereby designates the Bonds as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The County reasonably anticipates that the amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii)) which will be issued during the calendar year by the County (i) any issuer with respect to which the County is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed \$10,000,000, and not more than \$10,000,000 of obligations issued by the County (together with those issued by any other issuers that are treated as on issuer under such Section 265(b)(3)) during the 2023 calendar year will be designated as "qualified tax-exempt obligations".

Section 19. **Resolution a Contract; Amendments.** The provisions of this Resolution shall constitute a contract between the County and the Owner of the Bonds and after the issuance of the Bonds, no change, variation, or alteration of any kind in the provisions of this Resolution which would impair the rights of the Owner shall be made in any manner, until such time as all installments of the principal of and interest on the Bonds shall have been paid in full unless the consent of all of the Owner of all then outstanding Bonds has been obtained; provided, however, that the County is hereby authorized to make such amendments to this Resolution as will not impair the rights of the Owner. The laws of the State of Tennessee shall govern this Resolution.

Section 20. **Remedies.** Any Owner of the Bonds shall have such remedies as provided by Title 9, Chapter 21, Section 216, Tennessee Code Annotated, as amended.

Section 21. **Failure to Present Bonds.** In the event any Bond shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Bond shall be held by the Bond Registrar for the benefit of the Owner thereof, all liability of the County to such Owner for the payment of such Bond shall forthwith cease, terminate, and be completely discharged. Thereupon, the Bond Registrar shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Bond, subject to escheat or other similar law, and any applicable statute of limitation.

Section 22. **Payments Due on Saturdays, Sundays, and Holidays.** In any case where the date of maturity or interest on or principal of any Bond shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions in the State of Tennessee are authorized by law to close, then the payment of the interest on, or the principal of such Bond need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions in the State of Tennessee are authorized by law to close, with the same force and effect as if made on the date of maturity and no interest shall accrue for the period after such date.

Section 23. **No Action to be Taken Affecting Validity of the Bonds.** The County Commission hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Bonds or limit the rights and remedies of the Owner from time to time of such Bonds or affect the exclusion of interest thereon from the gross income of the Owner thereof for federal income tax purposes.

Section 24. **Miscellaneous Acts.** The County Mayor, the County Clerk, the County Trustee, and the County Attorney, and all other appropriate officials of the County, are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery of the Bonds and for the redemption of the Outstanding Indebtedness.

Section 25. **No Recourse Under Resolution or on Bonds.** All stipulations, promises, agreements, and obligations of the County contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the County and not of any officer, director, or employee of the County in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Resolution against any officer, director, or employee of the County or against any official or individual executing the Bonds.

Section 26. **Partial Invalidity.** If any one or more of the sections, paragraph, or provisions of this Resolution, or of any exhibit or attachment hereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment hereto, but this Resolution, and the exhibits and attachments hereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein or therein, as the case may be.

Section 27. **Repeal of Conflicting Resolutions and Effective Date.** All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption, the welfare of the County requiring it.

Motion to approve: _____

Voice Vote

Second motion: _____

ABSENT _____

APPROVED:

ATTEST:

Jack McCall
Commission Chair

Rita Crowder
County Clerk

**STATE OF TENNESSEE)
COUNTY OF TROUSDALE)**

I, Rita Crowder, hereby certify that I am the duly qualified and acting County Clerk of the Hartsville/Trousdale County Government (the "County"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the County Commission (the "County Commission"), of said County held on June 26, 2023; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed \$3,264,000 General Obligation Refunding Bonds, Series 2023, by said County; (4) that the actions by said County Commission, including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said County Commission was present and acting throughout said meeting.

WITNESS my official signature and the seal of said County this 26th day of June, 2023.

County Clerk

(SEAL)

EXHIBIT A - FORM OF BOND

**Registered
No. _____**

**Registered
\$ _____**

**UNITED STATES OF AMERICA
STATE OF TENNESSEE
HARTSVILLE/TROUSDALE COUNTY GOVERNMENT
GENERAL OBLIGATION REFUNDING BOND,
SERIES 2023**

Dated Date:

Registered Owner:

Principal Amount:

THE HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT (the "County"), a lawfully organized and existing public corporation, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Principal Payment Dates and in the Principal Amounts set forth on Exhibit A attached hereto and incorporated herein as fully as though copied, and to pay interest on said Principal Amounts from the date hereof, or such later date as to which interest has been paid, to the Principal Payment Dates set forth on Exhibit A, semiannually on June 1 and December 1 of each year, commencing December 1, 2023, at the Interest Rate per annum set forth on Exhibit A, with principal and interest being payable by wire transfer, check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the County Clerk maintained at the principal office of the County Clerk, Hartsville, Tennessee, or his or her successor as registrar and paying agent (the "Bond Registrar"), on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this bond under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and all installments of interest hereon, shall bear interest from and after their respective due dates at the same rate of interest payable on the principal hereof.

This Bond is authorized and issued pursuant to and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code

Annotated, as amended. Section 9-21-117, Tennessee Code Annotated, as amended, provides that this Bond and the income therefrom shall be exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, transfer, and estate taxes, and except as otherwise provided in said Code.

This Bond is known as "General Obligation Refunding Bond, Series 2023" (the "Bond"), issued by the County in the original principal amount of \$3,264,000. The Bond, which is issued for the purpose of providing funds to prepay (i) the outstanding principal of that certain Loan Agreement, dated October 28, 2016, in the original amount of \$2,650,062, the proceeds of such loan having been used by the County to finance energy system improvements at the Hartsville/Trousdale County Elementary School, which is outstanding in the principal amount of \$1,964,000, maturing May 25, 2024 through May 25, 2037, and (ii) the outstanding principal of that certain Loan Agreement, dated December 16, 2016, in the original amount of \$1,750,000, the proceeds of such loan having been used by the County to finance the renovation of a County owned building for use as a Criminal Justice Center, which is outstanding in the principal amount of \$1,300,000, maturing May 25, 2024 through May 25, 2037, is authorized by appropriate resolutions of the County Commission and particularly that certain Resolution of the County Commission, adopted on June 26, 2023, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution as so amended or supplemented, being herein called the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of said Resolution are on file at the office of the County Clerk of the County, and reference is hereby made to said Resolution and the Act, for a more complete statement of the terms and conditions upon which the Bond is issued thereunder, the rights, duties, immunities, and obligations of the County, and the rights of the Registered Owner hereof.

This Bond is further issued pursuant to the provisions of that certain Bond Purchase Agreement, dated of even date herewith, by and between the County and the purchaser of the Bond (the "Bank"). This Bond shall be subject to the provisions set forth in the Bond Purchase Agreement.

The Bank, as the purchaser of the Bond, at its sole option, may (i) extend the Scheduled Put Option Date, as hereinafter defined, for purposes of the Bond for an additional term of five (5) years, upon such terms as may be mutually agreed upon by the Bank, the County, and the Tennessee Municipal Bond Fund (the "Administrator"), or (ii) put the Bond to the County for purchase on such Scheduled Put Option Date; provided, however, unless on or before one hundred eighty (180) days prior to the Scheduled Put Option Date, the Bank shall have notified the County and the Administrator, in writing, that it intends to put the Bond to the County for purchase on the next Scheduled Put Option Date, then the Bank shall be obligated to extend the Scheduled Put Option Date for an additional five year term another five (5) year term, from the then stated Scheduled Put Option Date..

If the Bank elects (or is deemed to have elected) to extend the Scheduled Put Option Date, its obligation to do so shall nevertheless be conditioned on no default under the Bond existing on the Scheduled Put Option Date.

Further, if the Bank elects (or is deemed to have elected) to extend the Scheduled Put Option Date, it may at its sole option, elect to modify the interest rate on the Bonds by notice delivered to the County and the Administrator not less than eighty-five (85) days prior to the Scheduled Put Option Date.

"Scheduled Put Option Date" means the fifth anniversary of the date of the dated date of the Bonds, and if extended, the fifth anniversary of the prior Scheduled Put Option Date.

This Bond is payable from funds of the County legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the County without limitation as to time, rate, or amount. For the prompt payment of this Bond, both principal and interest, as the same shall become due, the full faith, and credit of the County is hereby irrevocably pledged.

The County has designated the Bond as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Subject to the provisions for registration and transfer contained herein and in the Resolution, this Bond is transferable by the Registered Owner hereof by its attorney or legal representative at the office of the Bond Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this Bond. Upon any such transfer, the County shall execute and the Bond Registrar shall authenticate and deliver in exchange for this Bond a new fully registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate. For every exchange or transfer of bonds, whether temporary or definitive, the County and the Bond Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, or other governmental charges shall be paid by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The County and the Bond Registrar may deem and treat the entity in whose name this Bond is registered as the absolute owner hereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of, and interest on, this Bond and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid, and neither the County nor the Bond Registrar shall be affected by any notice to the contrary.

The Bond is issuable only as a fully registered Bond, without coupons, in the denomination of \$3,264,000. At the principal office of the Bond Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, the Bond may be exchanged for an equal principal amount of bonds of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Bond shall not be subject to redemption, in whole or in part, during the first five years from the Dated Date, set forth above. Thereafter, the Bond shall be subject to redemption, in whole or in part, at the option of the County, upon thirty (30) days written notice to the Registered Owner, at the price of par plus accrued interest to the date of redemption.

This Bond shall have all the qualities and incidents of, and shall be a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such Bond. This Bond is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to, and in the issuance of, this Bond in order to make this Bond a legal, valid, and binding obligation of the County, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee, and that this Bond and the issue of which it is a part, together with all other indebtedness of such County, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE HARTSVILLE/TROUSDALE COUNTY GOVERNMENT (TENNESSEE), by its County Commission has caused this Bond to be executed by the manual signature of the County Mayor and attested by the manual signature of the County Clerk, all as of _____, 2023.

EXHIBIT B – FORM OF BOND PURCHASE AGREEMENT

**HARTSVILLE/TROUSDALE COUNTY GOVERNEMENT
(TENNESSEE)**

AND

[BANK]

BOND PURCHASE AGREEMENT

Dated: July ____, 2023

**\$3,264,000
GENERAL OBLIGATION REFUNDING BOND,
SERIES 2023**

BOND PURCHASE AGREEMENT

Hartsville/Trousdale County Government (Tennessee)
\$3,264,000
General Obligation Refunding Bond, Series 2023

THIS BOND PURCHASE AGREEMENT (the "Bond Purchase Agreement"), dated July ____, 2023, is by and between the **HARTSVILLE/TROUSDALE COUNTY GOVERNMENT (TENNESSEE)**, a public corporation duly organized and existing under the laws of the State of Tennessee (the "County"), and _____ (the "Purchaser" or the "Bank"):

Section 1. Background.

1.1 (a) The County will issue its \$3,264,000 General Obligation Refunding Bond, Series 2023, dated the date of issuance and delivery (the "Refunding Bond"), for the purpose of providing funds to prepay (i) the outstanding principal of that certain Loan Agreement, dated October 28, 2016, in the original amount of \$2,650,062, the proceeds of such loan having been used by the County to finance energy system improvements at the Hartsville/Trousdale County Elementary School, which is outstanding in the principal amount of \$1,964,000, maturing May 25, 2024 through May 25, 2037, and (ii) the outstanding principal of that certain Loan Agreement, dated December 16, 2016, in the original amount of \$1,750,000, the proceeds of such loan having been used by the County to finance the renovation of a County owned building for use as a Criminal Justice Center, which is outstanding in the principal amount of \$1,300,000, maturing May 25, 2024 through May 25, 2037 (the "Outstanding Indebtedness");

(b) The Refunding Bond is issued pursuant to that certain resolution, adopted by the County Commission of the County, on June 26, 2023 (the "Resolution").

(c) In accordance with the Resolution, the proceeds of the Refunding Bond will be used on July 10, 2023, to prepay the Outstanding Indebtedness.

1.2 The Refunding Bond shall be in substantially the form set forth in the Resolution; shall be issuable as a fully registered bond, in the denomination of \$3,264,000; shall be dated the date of issuance and delivery; shall bear interest from such date payable semiannually on June 1 and December 1 of each year, with the first interest payment to be made on December 1, 2023; shall bear interest at the rate of 4.12%, subject to adjustment as set forth below, and shall mature on the first day of June in the years and in the principal amounts set forth on the debt payment schedule attached hereto as Exhibit "A".

The Bank, as the purchaser of the Refunding Bond, at its sole option, may (i) extend the Scheduled Put Option Date, as hereinafter defined, for purposes of the Refunding Bond for an additional five (5) year term, upon such terms as may be mutually agreed upon by the Bank, the County, and the Tennessee Municipal Bond Fund (the "Administrator"), or (ii) put the Refunding Bond to the County for purchase on such Scheduled Put Option Date; provided, however, unless on or before one hundred eighty (180) days prior to the Scheduled Put Option Date, the Bank shall have notified the County and the Administrator, in writing, that it intends to put the Refunding Bond to the County for purchase on the next Scheduled Put

Option Date, then the Bank shall be obligated to extend the Scheduled Put Option Date for an additional five (5) year term from the then Scheduled Put Option Date.

If the Bank elects (or is deemed to have elected) to extend the Scheduled Put Option Date, its obligation to do so shall nevertheless be conditioned on no default under the Refunding Bond existing on the Scheduled Put Option Date.

Further, if the Bank elects (or is deemed to have elected) to extend the Scheduled Put Option Date, it may at its sole option, elect to modify the interest rate on the Refunding Bond by notice delivered to the County and the Administrator not less than eighty-five (85) days prior to the Scheduled Put Option Date.

"*Scheduled Put Option Date*" means the fifth anniversary of the date of the dated date of the Refunding Bond, subject to extension as set forth herein, and if extended, the fifth anniversary of the prior Schedules Put Option Date.

1.3 The Refunding Bond shall not be subject to redemption, in whole or in part, during the first five (5) years from the date of closing. Thereafter, at the option of the County, upon thirty (30) days calendar days' written notice, to the Bank, the County may prepay the Refunding Bond, in whole or in part, at the price of par plus accrued interest to the date of redemption.

Section 2. Representations and Warranties of the County.

The County represents and warrants to the Bank (which representations and warranties will survive the purchase and delivery of the Refunding Bond) that:

2.1 The County is a municipal corporation duly organized and validly existing under the laws of the State of Tennessee, and is authorized and empowered by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as the same may be from time to time supplemented and amended (the "Act"), and its Charter to enter into the transactions contemplated by this Bond Purchase Agreement and to carry out its obligations hereunder.

2.2 The County has complied with the provisions of the Act and its Charter and has full power and authority to issue and sell the Refunding Bond as provided herein and in the Resolution and has full power and authority to enter into and has duly authorized the execution and delivery of the Resolution and this Bond Purchase Agreement.

2.3 The Resolution duly adopted by the County and still in force and effect authorizes (1) the execution, delivery, and due performance of this Bond Purchase Agreement and the Refunding Bond, and (ii) the taking of any and all action as may be required on the part of the County to carry out, give effect to and consummate the transactions contemplated by this Bond Purchase Agreement.

2.4 This Bond Purchase Agreement upon its effective date, will, assuming due execution by the other parties hereto, constitute a legal, valid, and binding obligation of the County in accordance with its terms.

2.5 The Refunding Bond, when issued, delivered, and paid for as provided in this Bond Purchase Agreement is the valid and binding obligation of the County enforceable in accordance with and entitled to the benefits and security of the Resolution and the other security therefor.

2.6 There is no action, suit, proceeding, or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any basis therefor) wherein an unfavorable decision, ruling, or finding would adversely affect (i) the transactions contemplated by this Bond Purchase Agreement or the validity of the Refunding Bond, the Resolution, this Bond Purchase Agreement, or any agreement or instrument to which the County is a party and which is used or contemplated for use in the completion of the transactions contemplated hereby or (ii) the exclusion of interest on the Refunding Bond from gross income of the holders thereof for federal income tax purposes.

2.7 The execution and delivery of this Bond Purchase Agreement, the Refunding Bond, the Resolution, and the other agreements contemplated hereby and in compliance with the provisions thereof will not conflict with or constitute on the part of the County a breach of or a default under any existing agreement, indenture, mortgage, lease, or other instrument to which the County is subject or by which it is or may be bound or, to the best knowledge of the County, any law, regulation, order, or decree applicable to the County, of any court, regulatory body or administrative body having jurisdiction over the County or its Refunding Bond.

2.8 Any certificate signed by an authorized officer of the County delivered to any other party hereto shall be deemed a representation and warranty by the County to any such party as to the statements made by the County herein.

2.9 No further approval, consent, authorization or order of, or filing, registration or declaration with, or withholding of objection on the part of, any court or regulatory body, federal, state or local, is required in connection with (i) the issuance and delivery of the Refunding Bond by the County, or (ii) the execution or delivery of or compliance by the County with the terms and conditions of this Bond Purchase Agreement, the Resolution, or the Refunding Bond.

2.10 The County will apply the proceeds from the sale of the Refunding Bond as provided in and subject to all the terms of the Resolution and will observe all covenants of County in such Resolution.

2.11 The County will not take any action or permit any action to be taken on its behalf, or cause or permit any circumstances within its control to arise or continue, if such action or circumstances will adversely affect the exclusion from gross income of the interest on the Refunding Bonds for federal tax purposes.

Section 3. Representations and Warranties of the Bank.

3.1 The Bank has received all necessary information with respect to the County necessary in order to purchase the Refunding Bond.

3.2 The Resolution, the Refunding Bond, and this Bond Purchase Agreement have been approved by the Bank and contain the terms agreed to by the Bank.

3.3 The Bank has made its own independent investigation and evaluation of the financial position of the County, or has caused such investigation and evaluation of the County to be made by persons it deems competent to do so.

Section 4. Purchase, Sale, and Closing.

4.1 Subject to the terms and conditions herein set forth, the County agrees to sell to the Bank and the Bank agrees to purchase from the County the Refunding Bond in the principal amount of \$3,264,000 at the price of par.

The closing for the Refunding Bond (the "Closing") will be held on July __, 2023 (the "Closing Date"). Payment for the Refunding Bond shall be made in a manner satisfactory to the County and the Bank in immediately available funds (unless agreed upon otherwise by the Bank) against delivery to the Bank of the Refunding Bond purchased thereby. The Refunding Bond will be delivered at the Closing to the Bank.

4.2 The Bank's obligations to pay for the Refunding Bond and the obligations of the County to issue the Refunding Bond are subject to the fulfillment of the following conditions at or before the Closing:

- (a) The County's representations hereunder are true as of the date hereof.
- (b) The Resolution shall be in full force and effect and shall not have been amended or modified in any way which would adversely affect the Refunding Bond or the rights of any of the Bank and there shall have been no material adverse change in the properties, business (financial or otherwise), or results of the operation of the County since the date of the adoption of the Resolution.
- (c) The County shall not have defaulted in any of its respective covenants hereunder.
- (d) The Refunding Bond and the Resolution, shall have been duly authorized, executed, and delivered in the form heretofore approved by the Bank with only such changes therein as the Bank and the other parties thereto shall mutually agree upon.
- (e) The Bank shall have received or approved:
 - (i) an opinion of Bond Counsel, dated as of the Closing, in form and substance satisfactory to the Bank;
 - (ii) an opinion of counsel to the County, dated as of the Closing, in form and substance satisfactory to the Bank;
 - (iii) copy of the executed Resolution; and,
 - (iv) closing certificates in forms satisfactory to the Bank.

(f) As of the date hereof there shall not be any litigation or proceeding pending or threatened challenging the validity of this Bond Purchase Agreement, the Resolution, the Refunding Bond, or any other attendant documents, impairing the ability of the County to pay the Refunding Bond, or seeking to enjoin any of the transactions referred to therein, and the Bank shall have received a certificate or certificates to this effect.

Section 5. Miscellaneous.

5.1 No omission or delay by the Bank or the County in exercising any right or power under this Bond Purchase Agreement will impair such right or power or be construed to be a waiver of any default or an acquiescence therein, any single or partial exercise of any such right or power will not preclude any other or further exercise thereof or the exercise of any other right, and no waiver will be valid unless in writing and signed by the Bank or, if a waiver of default is properly waivable by the County, then signed by the County and the Bank and then only to the extent specified. All remedies herein and by law afforded will be cumulative and will be available to the Bank and the County until the Refunding Bond is paid in full.

5.2 This Bond Purchase Agreement and the rights and obligations of the parties hereunder shall not be assigned nor shall this Bond Purchase Agreement be amended without the written consent of the Bank and the County.

5.3 A written notice required or permitted by this Bond Purchase Agreement may be delivered by depositing it in the United States mail, postage prepaid, as follows:

If to the County:

Hartsville/Trousdale County Government
328 Broadway, Room 6
Hartsville, Tennessee 37074
Attention: County Mayor

If to the Bank:

Attention:

5.4 This Bond Purchase Agreement has been executed and delivered in the State of Tennessee and it is the intention of the parties hereto that such document shall be governed by and construed in accordance with the laws of such State.

5.5 All representations, warranties, and agreements of the County shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Bank, and shall survive delivery of the Refunding Bond to the Bank.

5.6 This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

5.7 The officers of the County shall not be personally liable for any amounts, costs, losses, damages, or liabilities caused or incurred by the County, the Bank, this Bond Purchase Agreement, the Resolution, or any other document or certification whatsoever, or for the payment of any other sum or the performance of any obligation or covenant under any of the above.



JASON E. MUMPOWER
Comptroller

June 23, 2023

Honorable Jack McCall, Mayor
and Honorable Councilmembers
Metropolitan Government of Hartsville and Trousdale County
328 Broadway, Room 6
Hartsville, TN 37074

Dear Mayor McCall and Councilmembers:

Thank you for your request. We acknowledge receipt on June 13th, 2023, of a request from the Metropolitan Government of Hartsville and Trousdale County (“Metro”) for a report on a plan of refunding (the “Plan”) for Metro’s proposed issuance of a maximum of \$3,264,000 General Obligation Refunding Bonds, Series 2023.

Refunding Report

Pursuant to the provisions of Tennessee Code Annotated Title 9, Chapter 21, enclosed is a report based upon our review of Metro’s Plan. The Plan, this letter, and the enclosed report should be made available on Metro’s website and must be presented to each member of the Board for review prior to the adoption of an authorizing resolution for the refunding bonds.

Private Negotiated Sale Approval (GO Refunding Bonds)

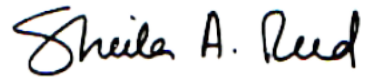
Pursuant to Tenn. Code Ann. § 9-21-910, Metro’s request to sell the Series 2023 Refunding Bonds by negotiated sale is approved. This approval is conditioned upon the requirement that the bonds are sold with the same, or accelerated, principal repayment schedule as presented in Metro’s Plan.

Requirements After Debt is Issued

Our website contains specific compliance requirements your local government will be responsible for once the bonds are issued: <http://tncot.cc/debt>. The listing is not all inclusive and you should work with your financial advisor and bond counsel to ensure compliance with legal and regulatory requirements related to the proposed refunding.

If you should have questions or need assistance, please refer to our online resources or feel free to contact your financial analyst, Charlie Lester, at 615.401.7762 or Charlie.Lester@cot.tn.gov.

Sincerely,



Sheila Reed, Director
Division of Local Government Finance

cc:

Ms. Amy Thomas, Metropolitan Government of Hartsville and Trousdale County

Ms. Linda Mooningham, Tennessee Municipal Bond Fund

Mr. Charles Bone, Spencer Fane Bone McAllester PLLC

Enclosure: Director's Report on the Plan of Refunding
SR:cl



Report on General Obligation Refunding Bonds, Series 2023 The Metropolitan Government of Hartsville and Trousdale County, Tennessee

This report is being issued pursuant to Tenn. Code Ann. § 9-21-903 and is based upon information as presented in a plan of refunding (the “Plan”) received by our office on June 13th, 2023, from the Metropolitan Government of Hartsville and Trousdale County, Tennessee (“Metro”). Our report provides information to assist the governing body in its responsibility to understand the nature of the refunding transaction, including the costs and benefits, prior to approving the issuance of the refunding bonds and is designed to provide consistent and comparable information for all local governments in Tennessee. This report does not constitute approval or disapproval of the Plan or a determination that a refunding is advantageous or necessary. This report and Metro’s Plan must be presented to the governing body prior to the adoption of a resolution authorizing the refunding bonds.

REFUNDING SUMMARY:

Metro intends to issue by negotiated sale approximately \$3,264,000 General Obligation Refunding Bonds, Series 2023, priced at par to current refund the following:

- \$1,964,000 School Loan Public Building Authority of the City of Clarksville, Tennessee Loan Agreement, Series 2016, dated October 28, 2016, and maturing May 25, 2024 through May 25, 2037.
- \$1,300,000 Criminal Justice Center Public Building Authority of the City of Clarksville, Tennessee Loan Agreement, Series 2016, dated December 16 2016, and maturing May 25, 2024 through May 25, 2037.

Total refunded principle is \$ 3,264,000. Metro plans to contribute \$9,792 to fund the costs of issuance.

BENEFITS:

Metro’s stated objective for the refunding is to achieve reduction of risk associated with variable rate debt. The Refunded Loan Agreements pay interest at the weekly SIFMA rate plus a spread. The Series 2023 Refunding Bonds will pay a fixed rate of 3.97% for the first five years and at that time the bank may, with notice, change the interest rate. Due to this rate reset, the Series 2023 Bonds are considered variable rate.

COSTS:

Costs of Issuance

Estimated costs of issuance are summarized below and based upon the principal amount of \$3,264,000 of the Series 2023 Refunding Bonds:

	Amount	Price per \$1,000 Bond
Tennessee Municipal Bond Fund	\$ 6,528	\$ 2.00
Bond Counsel (Spencer Fane Bone McAllester PLLC)	3,264	1.00
	\$ 9,792	\$ 3.00

Tennessee Municipal Bond Fund (TMBF) Placement Process

TMBF requested rates on the bond issue from a network of banks TMBF works with across the State and presented the lowest rate obtained to Metro for its consideration. The TMBF negotiated with the banks to include an additional 0.15% (also called 15 basis points) added to the interest rates submitted by the banks, which, if Metro uses the TMBF Alternative Loan Program, will be paid to TMBF over the life of the loan. The cost is calculated annually on the outstanding amount of the debt and is paid by the bank to TMBF from periodic interest payments made by Metro to the bank.

In addition to the above costs of issuance, Metro will potentially incur the following [1]:

	Year	Amount
Potential Annual Fee Associated with TMBF Loan	2024	\$ 4,366
	2025	4,590
Fee is 15 basis points on the outstanding loan balance paid as part of the interest payment to the lending bank.	2026	4,280
	2027	3,961
	2028	3,638
	2029	3,306
	2030	2,967
	2031	2,622
	2032	2,271
	2033	1,913
	2034	1,545
	2035	1,170
	2036	788
	2037	398

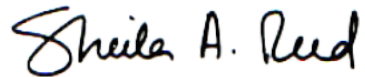
[1] The Series 2023 Refunding Bonds are estimated to have an interest rate of 4.12%, which includes an additional 0.15% (also called basis points), which will be paid to the TMBF over the life of the 2023 Refunding Bonds by the bank purchasing the Bonds as described above.

Balloon Indebtedness

The proposed structure of the Series 2023 Bonds is balloon indebtedness as defined in Tenn. Code Ann. § 9-21-133 because the terms of repayment include a put option that may be exercised after the 5th year (2028) that would result in Metro repaying the remaining balance in full or refunding the outstanding amount of the Series 2023 Bonds. Our approval of the balloon indebtedness is not required because Metro plans to meet the exemption requirements of the Tennessee State Funding Board.

Effective Date for this Report

This report is effective for a period of ninety (90) days from the date of the report. If the refunding transaction has not been priced during this ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to our office. We will then issue a report on the new plan for Metro's governing body to review prior to adopting a new authorizing resolution for the refunding bonds.



Sheila Reed
Director of the Division of Local Government Finance
Date: June 23, 2023

RESOLUTION #2023-21-790

**APPROPRIATIONS TO NON-PROFIT CHARITABLE ORGANIZATIONS OF
HARTSVILLE/TROUSDALE COUNTY, TENNESSEE FOR THE YEAR
BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024**

WHEREAS, Section 5-9-109, Tennessee Code Annotated, authorizes the Hartsville/Trousdale County Commission to make appropriations to various nonprofit charitable organizations; and

WHEREAS, the Hartsville/Trousdale County Commission recognizes the various nonprofit charitable organizations providing services in Hartsville/Trousdale County Government have great need of funds to carry on their nonprofit charitable work.

NOW, THEREFORE, BE IT RESOLVED by the Hartsville/Trousdale County Commission, that twenty-nine thousand five hundred dollars (\$31,500) be appropriated to nonprofit organizations in Trousdale County as reflected below.

<u>Account</u>	<u>Agency</u>	<u>Amount</u>
101-58900-316	Habilitation and Training Services (H.A.T.S – Gallatin) \$	2,000
101-58900-316	Fix Trousdale	2,000
101-58900-316	Mid Cumberland Human Resources Agency	7,500
101-58900-316	Hartsville/Trousdale County Chamber of Commerce	20,000
\$		31,500

BE IT FURTHER RESOLVED that all appropriations enumerated above are subject to the following conditions:

1. That the non-profit charitable organization to which funds are appropriated shall file with the County Clerk and the disbursing official a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds. Such annual report shall be prepared and certified by the Chief Financial Officer of such non-profit organization in accordance with Section 5-9-109(c), TCA.
2. That said funds must only be used by the named non-profit charitable organization in furtherance of their non-profit charitable purpose benefiting the general welfare of the residents of the Hartsville/Trousdale County.
3. That it is the expressed interest of the County Commission of Hartsville/Trousdale County providing these funds to the above named non-profit charitable organizations to be fully in compliance with Section 5-9-109 of TCA and any and all other laws which may apply to County appropriations to non-profit organizations and so this appropriation is made subject to compliance with any and all of these laws and regulations.

BE IT FURTHER RESOLVED that this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2023. This resolution shall be spread upon the minutes of the Hartsville/Trousdale County Commission.

Motion to approve: _____

Voice Vote

Second motion: _____

ABSENT _____

APPROVED:

ATTEST:

Jack McCall
Commission Chair

Rita Crowder
County Clerk

BUDGET AMENDMENTS

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

101-25 Clean Up Entries

| BUDGET AMENDMENT

2023-101-25

Request is hereby made to amend Fund 101 General Services budget as follows:

		<u>DEBIT:</u>	<u>CREDIT:</u>
101-41100	Property Taxes	\$ 2,857	
101-51500-204	Election Commission: State Retirement		\$ 610
101-52500-187	County Clerk: Overtime		525
101-52500-201	County Clerk: Social Security		33
101-52500-204	County Clerk: State Retirement		31
101-52500-212	County Clerk: Medicare		8
101-54220-207	Workhouse: Health Insurance		1,650
101-51720-105	Planning: Director	500	
101-51720-187	Planning: Overtime		500
101-54210-160	Jail: Guards	4,000	
101-54210-187	Jail: Overtime		4,000
TOTAL		<u>\$ 7,357</u>	<u>\$ 7,357</u>

Purpose: Year end clean up of line item overages.

Budget Amendment Total	<u>\$ 7,357</u>	<u>\$ 7,357</u>
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As recommended by the Budget & Finance Committee _____

Motion to approve: _____

Second: _____ **Voice Vote** *Absent* _____

Budget Amendment 2023-101-25 approved by Commission on _____

APPROVED:

ATTEST:

JACK MCCALL
COMMISSION CHAIRMAN

RITA CROWDER
COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

101-26 Rescue and Fire Grants

| BUDGET AMENDMENT

2023-101-26

Request is hereby made to amend **Fund 101 General Services** budget as follows:

		<u>DEBIT:</u>	<u>CREDIT:</u>
101-46290	Other Public Health Grants	\$ 11,400	
101-54310-790	Fire Dept: Other Equipment		\$ 11,400
101-46290	Other Public Health Grants	\$ 5,244	
101-54420-790	Rescue Squad: Other Equipment		\$ 5,244
TOTAL		\$ 16,644	\$ 16,644

Purpose: *Appropriating funding from State Fire and Rescue Grants.*

Budget Amendment Total	\$ 16,644	\$ 16,644
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As recommended by the Budget & Finance Committee _____

Motion to approve: _____

Second: _____ **Voice Vote** *Absent* _____

Budget Amendment 2023-101-26 *approved by Commission on* _____

APPROVED:

ATTEST:

JACK MCCALL
COMMISSION CHAIRMAN

RITA CROWDER
COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

111-02 Clean Up Entries

| BUDGET AMENDMENT

2023-111-02

Request is hereby made to amend **Fund 111 Urban Services** budget as follows:

		<u>DEBIT:</u>	<u>CREDIT:</u>
111--41100	Property Taxes	\$ 17,830	
111-54110-187	Sheriff: Overtime		\$ 15,000
111-54110-201	Sheriff: Social Security		930
111-54110-204	Sheriff: State Retirement		882
111-54110-212	Sheriff: Medicare		218
111-56900-599	Other Recreational: Other Charges		500
111-58600-204	Employee Benefits: State Retirement		300
TOTAL		\$ 17,830	\$ 17,830

Purpose: Year end clean up of line item overages.

Budget Amendment Total	\$ 17,830	\$ 17,830
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As recommended by the Budget & Finance Committee _____

Motion to approve: _____

Second: _____ **Voice Vote** Absent _____

Budget Amendment 2023-111-02 **approved by Commission on** _____

APPROVED:

ATTEST:

JACK MCCALL
COMMISSION CHAIRMAN

RITA CROWDER
COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

118-03 EMS Overtime

| BUDGET AMENDMENT

2023-118-03

Request is hereby made to amend **Fund 118 Ambulance Services** budget as follows:

		<u>DEBIT:</u>	<u>CREDIT:</u>
118-55130-131	Medical Services: Medical Personnel	\$ 50,000	
118-55130-187	Medical Services: Overtime		\$ 50,000
TOTAL		\$ 50,000	\$ 50,000

Purpose: Year end clean up of line item overages.

Budget Amendment Total	\$ 50,000	\$ 50,000
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As recommended by the Budget & Finance Committee _____

Motion to approve: _____

Second: _____ **Voice Vote** *Absent* _____

Budget Amendment 2023-118-03 **approved by Commission on** _____

APPROVED:

ATTEST:

JACK MCCALL
COMMISSION CHAIRMAN

RITA CROWDER
COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

151-02 Interest

| BUDGET AMENDMENT

2023-151-02

Request is hereby made to amend **Fund 151 Debt Services** budget as follows:

		<u>DEBIT:</u>	<u>CREDIT:</u>
151-41100	Property Taxes	\$ 7,000	
151-82210-613-CJC	Gen Govt: Interest on Loans CJC		\$ 3,000
151-82230-613-EESI	Education: Interest on Loans EESI		4,000
TOTAL		<u>\$ 7,000</u>	<u>\$ 7,000</u>

Purpose: Year end clean up of line item overages. Increase in variable interest rates

Budget Amendment Total	<u><u>\$ 7,000</u></u>	<u><u>\$ 7,000</u></u>
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As recommended by the Budget & Finance Committee _____

Motion to approve: _____

Second: _____ **Voice Vote** *Absent* _____

Budget Amendment 2023-151-02 approved by Commission on _____

APPROVED:

ATTEST:

JACK MCCALL
COMMISSION CHAIRMAN

RITA CROWDER
COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

131-04 Clean Up Entries

| BUDGET AMENDMENT

2023-131-04

Request is hereby made to amend **Fund 131 Highway** budget as follows:

		<u>DEBIT:</u>	<u>CREDIT:</u>
131-40110	Current Property Tax	\$ 688	
131-40270	Business Tax	102	
131-44530	Sale of Equipment	35,080	
131-68000-714	Capital Outlay--Highway Equipment	20,000	
131-61000-348	Administration--Postal Charges		\$ 250
131-61000-435	Administration--Office Supplies		150
131-62000-405	Hwy & Bridge Maintenance--Asphalt-Liquid		4,850
131-62000-446	Hwy & Bridge Maintenance--Small Tools		500
131-63100-412	Operation & Maint of Equipment--Diesel Fuel		4,500
131-63100-433	Operation & Maint of Equipment--Lubricants		1,000
131-68000-321	Capital Outlay--Engineering Services		20,000
131-68000-718	Capital Outlay--Motor Vehicles		24,620
TOTAL		\$ 55,870	\$ 55,870

Purpose: *To Correct Line Item Overages and add the Revenue for Equipment Sale.*

Budget Amendment Total	\$ 55,870	\$ 55,870
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As recommended by the Budget & Finance Committee _____

Motion to approve: _____

Second: _____ **Voice Vote** *Absent* _____

Budget Amendment 2023-131-04 *approved by Commission on* _____

APPROVED:

ATTEST:

 JACK MCCALL
 COMMISSION CHAIRMAN

 RITA CROWDER
 COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

141-12 Salary Increases

| BUDGET AMENDMENT

BoE 70

2023-141-12

Request is hereby made to amend **Fund 141 General Purpose Schools** budget as follows:

		<u>DEBIT:</u>	<u>CREDIT:</u>
141-76100-707	Reg Cap Outlay: Building Improvements	\$ 26,839	
141-72130-123	Other Student Support: Guidance Personnel		\$ 8,250
141-72130-204	Other Student Support: State Retirement		800
141-72130-207	Other Student Support: Medical Insurance		7,880
141-72130-399	Other Student Support: Other Contracted Services		2,312
141-72130-599	Other Student Support: Other Charges		325
141-72220-204	Special Education Prog: State Retirement		327
141-72320-140	Director of Schools: Salary Supplement		825
141-72320-201	Director of Schools: Social Security		1,300
141-72320-204	Director of Schools: State Retirement		1,365
141-72320-212	Director of Schools: Employer Medicare		305
141-72320-399	Director of Schools: Other Contracted Services		1,000
141-72320-701	Director of Schools: Administration Equipment		2,150
TOTAL		<u>\$ 26,839</u>	<u>\$ 26,839</u>

Purpose: 141-76100 Regular Capital Outlay - \$26,839 from capital outlay to pay for guidance counselor salary increase due to years experience including fixed charges, director's performance bonus including fixed charges, and administrative equipment.

Budget Amendment Total \$ 26,839 \$ 26,839

As recommended by the Board of Education May 18, 2023
 As recommended by the Budget & Finance Committee _____

Motion to approve: _____

Second: _____ **Voice Vote** *Absent* _____

Budget Amendment 2023-141-12 approved by Commission on _____

APPROVED:

ATTEST:

 JACK MCCALL
 COMMISSION CHAIRMAN

 RITA CROWDER
 COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

141-13 Summer Learning

| BUDGET AMENDMENT

BoE 81

2023-141-13

Request is hereby made to amend **Fund 141 General Purpose Schools** budget as follows:

		<u>DEBIT:</u>	<u>CREDIT:</u>
141-46590-SLC	Other State Education Funds	\$ 110,193.18	
141-47590-SLC	Other Federal Through State Funds	39,709.12	
141-71100-116-SLC	Regular Instruction Program: Teachers		113,481.00
141-71100-201-SLC	Regular Instruction Program: Social Security		7,035.82
141-71100-204-SLC	Regular Instruction Program: State Retirement		10,213.29
141-71100-212-SLC	Regular Instruction Program: Employer Medicare		1,645.47
141-72120-131-SLC	Health Services: Medical Assistant		1,824.00
141-72120-201-SLC	Health Services: Social Security		113.08
141-72120-204-SLC	Health Services: State Retirement		164.16
141-72120-212-SLC	Health Services: Employer Medicare		26.45
141-72130-499-SLC	Other Student Support: Other Supplies & Materials		690.63
141-72410-104-SLC	Office of the Principal: Medical Assistant		12,609.00
141-72410-201-SLC	Office of the Principal: Social Security		781.76
141-72410-204-SLC	Office of the Principal: State Retirement		1,134.81
141-72410-212-SLC	Office of the Principal: Employer Medicare		182.83
	TOTAL	\$ 149,902.30	\$ 149,902.30

Purpose: 141-71100 Regular Instruction Program - \$149,902.30 allocation from State to pay for this year's Summer Learning Camp

Budget Amendment Total \$ 149,902.30 \$ 149,902.30

As recommended by the Board of Education May 18, 2023

As recommended by the Budget & Finance Committee _____

Motion to approve: _____

Second: _____ **Voice Vote** *Absent* _____

Budget Amendment 2023-141-13 approved by Commission on _____

APPROVED:

ATTEST:

JACK MCCALL
COMMISSION CHAIRMAN

RITA CROWDER
COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

141-14 Summer Camp Transportn

| BUDGET AMENDMENT

BoE 82

2023-141-14

Request is hereby made to amend **Fund 141 General Purpose Schools** budget as follows:

		<u>DEBIT:</u>	<u>CREDIT:</u>
141-46590-CAMP	Other State Education Funds	\$ 27,188.16	
141-72710-105-CAMP	Transportation: Supervisor/Director		4,500.00
141-72710-146-CAMP	Transportation: Bus Driver		9,600.00
141-72710-201-CAMP	Transportation: Social Security		725.00
141-72710-204-CAMP	Transportation: State Retirement		690.00
141-72710-212-CAMP	Transportation: Employer Medicare		210.00
141-72710-412-CAMP	Transportation: Diesel Fuel		11,463.16
TOTAL		\$ 27,188.16	\$ 27,188.16

Purpose: 141-72710 Transportation - \$27,188.16 allocation for Summer Camp transportation services.

Budget Amendment Total

\$ 27,188.16

\$ 27,188.16

As recommended by the Board of Education May 18, 2023

As recommended by the Budget & Finance Committee _____

Motion to approve: _____

Second: _____

Voice Vote Absent _____

Budget Amendment 2023-141-14 **approved by Commission on** _____

APPROVED:

ATTEST:

JACK MCCALL
COMMISSION CHAIRMAN

RITA CROWDER
COUNTY CLERK

Need approval from Commission on the disposition of existing playground equipment.

ITEMS FOR SURPLUS:

- 1. Yellow Towers**
Good Condition
Needs Cleaning



- 2. Red Towers**
Needs bottom step



3. **Blue Towers**

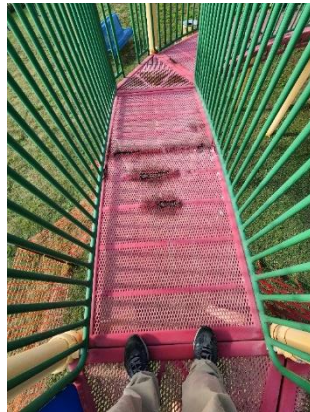
Repairable, but needs lots of new parts and attention



Steps on center piece



B



4. **Green towers**

Needs minor repair



5. Grey multi-slide



6. Swing Sets



ITEMS BEING KEPT FOR OTHER AREAS



Move to Ballfields



Donated Equipment from the Dept of Health. To be moved to the area with exercise equipment

