

# SUMNER COUNTY COMMISSION

355 N. Belvedere Drive – Room 111  
Gallatin, Tennessee 37066-5410

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The following minutes are included in this packet:

Commissioners

- Terry Moss – 1st*
- Terry Wright – 2nd*
- Mark Harrison – 3rd*
- Dillon Lamberth – 4th*
- Darrell Rogers – 5th*
- David Klein – 6th*
- Danny Sullivan – 7th*
- Baker Ring – 8th*
- Dr. Mary Genung – 9th*
- Benjamin Harris – 10th*
- Kevin Pomeroy – 11th*
- Deborah Holmes – 12th*
- Terri Boyt – 13th*
- Dr. Jamie Teachenor – 14th*
- J. Wes Wynne – 15th*
- Jeremy Mansfield – 16th*
- Robert Brown III – 17th*
- Don Schmit – 18th*
- Shannon Burgdorf – 19th*
- Merrol Hyde – 20th*
- Jerry Becker – 21<sup>st</sup>*
- Matthew Shoaf – 22<sup>nd</sup>*
- Tim Jones – 23<sup>rd</sup>*
- Chrissi Miller – 24<sup>th</sup>*

**Committee on Committees.....June 10**

**Education.....June 3**

**General Operations.....June 3**

**Health & Emergency Services.....June 3**

**Legislative Committee.....June 10 & 24**

**COMMITTEE ON COMMITTEES  
MINUTES  
JEREMY MANSFIELD, CHAIRMAN  
JUNE 10, 2024**

Present:

Jeremy Mansfield, Chairman  
Chrissi Miller, Vice-Chairman  
Dr. Mary Genung, late  
Deborah Holmes  
Absent:  
Dr. Jamie Teachenor

Also Present:

John Isbell, County Mayor  
Eric Sitler, Law Director  
Steve Weiner, Staff Attorney  
Jennifer Mitchell, minute taker

Chairman Mansfield brought the regular scheduled meeting of Committee on Committees to order with an invocation by Comm. Genung on Monday, June 10, 2024, at 5:00 p.m. Chairman Mansfield declared a quorum to conduct business.

Agenda.

Upon motion of Comm. Miller, seconded by Comm. Holmes, the Committee voted unanimously to approve the agenda.

Approval of Minutes of May 13, 2024. Upon motion of Comm. Holmes, seconded by Comm. Miller, the Committee voted unanimously to approve the minutes of May 13, 2024.

Public Recognition. None

Report of the Chairman. No report

Report of the County Mayor. None

8.Old Business.

a. Appointments.

Sumner County Library Board of Trustees – 3-year term.

- Mike Bryan to replace Ruth Fennell
- Eric Stockton to replace Debbie Martin
- Mike Ray to replace Beth Key
- Dennis Schroader to replace Bruce Carter

Comm. Genung moved to approve Mike Bryan, Eric Stockton, Mike Ray and Dennis Schroader to the Library Board with a positive recommendation and forward to full Commission.

Comm. Holmes moved, seconded by Comm. Miller, to discuss. The motion carried unanimously.

Chairman Mansfield read a statement of encouragement to the Commissioners from 3 Oaks Church.

Chairman Mansfield moved, seconded by Comm. Miller, to approve Mike Bryan and forward to full Commission with a positive recommendation. The motion carried unanimously.

The motion by Comm. Genung failed for lack of a second.

9. New Business.

a. Appointments.

Sumner County Solid Waste Board 6-year term.

County Mayor John Isbell had no recommendations.

10. Adjournment. Upon motion of Comm. Miller, seconded by Comm. Genung, the Committee adjourned at 5:13 p.m.

**MINUTES  
EDUCATION COMMITTEE  
CHAIRMAN, ROBERT BROWN III  
JUNE 3, 2024**

**Present:**

Robert Brown, III, Chairman  
Shannon Burgdorf, Vice-Chairman  
Jerry Becker  
Dillon Lamberth  
Darrell Rogers  
Don Schmit  
Danny Sullivan

**Also Present:**

John Isbell, County Mayor  
Eric Sitler, Law Director  
Steve Weiner, Staff Attorney  
Merrol Hyde, Commission Chairman  
Jennifer Mitchell, minute taker

Chairman Brown brought the regular meeting of the Education Committee to order with an invocation by Commissioner Sullivan on Monday, June 3, 2024, at 6:00 p.m. in the Sumner County Administration building in Gallatin. Chairman Brown declared a quorum to conduct business.

3. Adoption of the Agenda.

Comm. Schmit requested to add discussion of concerns with the committee to the agenda.

Chairman Brown removed items 10d and 10e from the agenda and moved them to old business for next month.

Upon motion of Comm. Becker, seconded by Comm. Lamberth, the Committee voted unanimously to approve the agenda as amended.

4. Approval of Minutes May 6, 2024.

Comm. Lamberth moved, seconded by Comm. Rogers, to approve the minutes from May 6, 2024. The Committee voted unanimously to approve the May 6, 2024, minutes.

5. Recognition of the Public.

Kevin Baigert of 424 AB Wade Road, Portland spoke to Wolfpack Way.

6. Report of the Chairman. No report

7. Report of County Mayor. No report

8. Report of Director of Schools. No present

9. Old Business.

10. New Business.

a. Sumner County Board of Education Amendments (for information only).

1. Budget Amendment 50 (pages 5-12)
2. Budget Amendment 55 (pages 13-20)
3. Budget Amendment 58 (pages 21-27)
4. Budget Amendment 59 (pages 28-35)
5. Budget Amendment 81 (pages 36-48)
6. Budget Amendment 83 (pages 490-57)
7. Budget Amendment 167 (pages 58-63)
8. Budget Amendment 170 (pages 64-71)
9. Budget Amendment 174 (pages 72-79)

No action needed.

b. Sumner County Board of Education Amendments (for approval)

1. Budget Amendment 2 (pages 80-86)

c. Copier Leases – White House Intermediate and Clyde Riggs Elementary (pages 87-90)

Comm. Becker moved, seconded by Comm. Sullivan, to group and approve items 10b1 and 10c. The Committee voted unanimously to group and approve items 10b1 and 10c.

d. Update on Wolfpack Way (pages 91-94)

Removed from the agenda.

e. Executive Session

Removed from the agenda.

f. Discussion of Committee Concerns.

Comm. Schmit opened discussion with concerns he has received from citizens.

After discussion, Comm. Schmit moved, seconded by Comm. Lamberth for Comm. Becker to takeover Chairmanship for the final two months.

Comm. Rogers moved, seconded by Comm. Burgdorf, to recess for fifteen minutes. The motion carried unanimously.

Chairman Brown called for recess at 6:10 p.m.

Once the meeting reconvened, County Law Director Eric Sitler stated based on the terms of the committee, a complaint for neglect of duty or misconduct would need to be filed to the Ethics Committee for review to remove the Chairman.

After discussion, Comm. Lamberth moved, seconded by Comm. Becker to vote on the motion to change Chairman. The motion carried unanimously.

The Committee voted (4-3-0) for Comm. Becker to replace Comm. Brown as Chairman of the Committee. Commissioners Brown, Burgdorf and Rogers voted against.

11. Adjournment.

The Committee adjourned at 6:45 p.m. upon motion of Comm. Lamberth and seconded by Comm. Sullivan.

Prepared by Jennifer Mitchell

**RECOGNITION OF THE PUBLIC**  
**\*\*\*SPEAK ONLY TO ITEMS ON THE AGENDA\*\*\***

MEETING DATE: 6-3-2024

	NAME	COMPLETE ADDRESS & TELEPHONE #	AGENDA ITEM
1	<i>Kevin Asert</i>	<i>424 AB Wade Rd Portland TN</i>	<i>37148</i>
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**MINUTES  
GENERAL OPERATIONS COMMITTEE  
DAVID KLEIN, CHAIRMAN  
JUNE 3, 2024**

Present:

David Klein, Chairman  
Chrissi Miller, Vice-Chairman  
Mark Harrison  
Deborah Holmes  
Tim Jones  
Terry Moss  
Don Schmit

Also Present:

Eric Sitler, Law Director  
Merrol Hyde, Commission Chairman  
Jennifer Mitchell, minute taker

Chairman Klein brought the regular scheduled meeting of the General Operations Committee to order with an invocation by Commission Chairman Hyde on Monday, June 3, 2024, at 7:07 p.m. in the Sumner County Administration Building. Chairman Klein declared a quorum present to conduct business.

3. Approval of Agenda.

Without objection, Chairman Klein added purchase of a truck and two drones for the Emergency Management Agency as item 9g.

Comm. Harrison moved, seconded by Comm. Miller, to approve the agenda as amended. The motion carried unanimously.

4. Approval of the Minutes of May 6, 2024.

Upon motion of Comm. Schmit, seconded by Comm. Moss, the Committee voted unanimously to approve the minutes of May 6, 2024.

5. Report of Chairman. No report

6. Report of County Mayor. Not present

7. Recognition of the Public.

Joe McLaughlin of 2238 Hwy 25, Cottontown, Chief of Cottontown VFD spoke to the flooding events that have occurred in Cottontown and the need to address it.

Charlena Aumiller of 143 Ruland Circle, Hendersonville spoke to Millersville Fire Department and the terms of the bond for the parking garage. She also expressed her opposition to paid parking in the garage.



8. Old Business.

a. Status of County Surplus Database Project.

1. Standard Operating Procedures update to be provided by Eric Sitler (pages 16-20).

County Law Director Eric Sitler explained he is working with IT Director Robert Tuttle as each department is different either by law, procedure or agreement with other agencies.

Chairman Klein requested to keep item on old business.

- b. Roof and Parapets of Archive building-Arch. Agreement Update (pages 21-59).

Mr. Sitler reported he has reviewed the contract, and the project has moved to next phase beyond his department.

Comm. Schmit moved, seconded by Comm. Moss, to discuss. The motion carried unanimously.

There was a discussion about concerns of more leaks and possible mold in the ceiling. There was also a brief discussion about an HVAC issue.

Chairman Klein stated he would follow up on the concerns.

Chairman Klein requested to keep item on old business.

- c. Update on New Courthouse Parking Structure – Certificate of Occupancy expected 6/18/2024.

1. Storm Drain in Franklin Street -Update on Bid Documents (Kimley Horn, Engineer) (pages 60-65).

Chairman Klein reported the City of Gallatin has not moved the waterline on Franklin Street. The storm drain cannot be put in until the waterline is moved. He will follow up and send an email to update the committee.

2. Underground Electrical services in Parking Structure Alleyway (Agreement Update-Sitler) (pages 66-92).

Mr. Sitler stated all in agreement with GDE and should have finalized by end of week

3. Library Parking – Progress on costs of signs and gate (page 93).

Chairman Klein to send email cost estimates once he has received them.

Comm. Jones moved, seconded by Comm. Miller, to discuss. The motion carried unanimously.

After discussion, it was determined the item was moved to the Budget Committee last month.

Item to be removed from agenda.

4. Status of “Paid Parking and Ownership Parking Deed and Easement” (Klein, Sitler (pages 94-116)).

Mr. Sitler reported the deed indicates the County is the sole owner but there is a caveat for the use of thirty-five spaces by Christian Tower residents and Gallatin Church of Christ.

Comm. Jones moved, seconded by Comm. Miller, to discuss. The motion carried unanimously.

Chairman Klein stated Finance Director David Lawing is supposed to check on costs to make it paid parking.

Chairman Klein requested to keep on old business.

d. Update Main Chambers A/V system (Awaiting sample microphones w/longer goosenecks).

Chairman Klein reported County Clerk Carolyn Templeton is to receive 27” and 20” gooseneck microphones to test.

Chairman Klein requested to keep on old business.

Comm. Jones moved, seconded by Comm. Miller, to discuss. The motion carried unanimously.

There was brief discussion about testing before the next Commission meeting.

e. New Shackle Island Volunteer Fire Department Lease (Report-Sitler) (pages 117-123).

Mr. Sitler reported the updated lease is complete and gave a brief overview. Lease is attached.

Comm. Jones moved, seconded by Comm. Miller, to discuss. The motion carried unanimously.

After discussion, Comm. Harrison moved, seconded by Comm. Holmes, to approve and forward to the Legislative Committee. The motion carried unanimously.

f. Results of meeting with State Fire Marshal and Millersville City Codes re: Bethel Road EMS facility.

Comm. Miller moved, seconded by Comm. Jones, to discuss. The motion carried unanimously.

After discussion, without objection, Chairman Klein stated he would contact architect and building inspector for an assessment of the building.

Mr. Sitler explained the building is not owned by the county and the City of Millersville would have to agree to any decisions made.

Chairman Klein requested to keep on old business.

g. Hendersonville Health Department status (Awaiting Gantt Chart).

Chairman Klein to follow up.

Keep on old business.

9. New Business.

a. Brown Park reverse the transfer of money, county money spent to date (pages 124-127).

Chairman Klein presented a chart of money spent to date on the project. Chart is attached.

Comm. Jones moved, seconded by Comm. Miller, to discuss. The motion carried unanimously.

Chairman Klein gave an overview of the chart with discussion.

Mr. Sitler reported a letter was sent to the trustees, but no response has been received.

After further discussion, Chairman Klein reported he has requested the key to the house but has not been received. He has asked Finance Director David Lawing to suspend all expenditures until issues are resolved.

After discussion, Comm. Holmes moved, seconded by Comm. Jones, to suspend the rules to allow the public to speak. The Committee voted (6-1-0) to suspend the rules. Comm. Harrison voted against it.

Commission Chairman Hyde requested a copy of the product to support the \$192,009.78 expenditure.

Chairman Klein brought the meeting back in session.

Comm. Schmit moved to move item to the Budget Committee. Motion failed for lack of second.

Comm. Jones moved, seconded by Comm. Miller, to ask Law Director Eric Sitler to press the trustees for the funds to be transferred to the County and to receive the key for the house. Also, to work with Finance Director David Lawing and move to the Budget Committee to investigate further.

Comm. Jones moved, seconded by Comm. Miller, to amend the motion to ask Mr. Sitler to pursue dissolving the MOU.

The Committee voted (6-1-0) to approve the motion and amendment. Comm. Harrison voted against it.

b. Sheriff Department Auction Vehicles (page 128).

c. Sheriff Department Surplus Inventory (pages 129-136).

Comm. Jones moved, seconded by Comm. Miller, to discuss. The motion carried unanimously.

Comm. Harrison moved, seconded by Comm. Moss, to group and approve items 9b and 9c. The motion carried unanimously.

d. Security Cameras in new Parking Structure – JPA neglected to include them.

Comm. Harrison moved, seconded by Comm. Schmit, to approve and forward to the Budget Committee. The motion carried unanimously.

e. Cottontown flooding.

Comm. Jones showed videos and pictures of the affected areas.

Chairman Klein read the FEMA Hazard Mitigation Grant and explained it was to buy out the specified properties that had been flooded at least three times in a ten-year period, to give the owners fair market value.

Chairman Klein reported Comm. Jones has reached out to Army Corp. of Engineers and TDEC to find out what can be done legally to maintain the drainage ditches and creeks.

Comm. Jones moved, seconded by Comm. Miller, to discuss. The motion carried unanimously.

Comm. Jones went on to discuss the information he has received from the agencies and what can be done.

During discussion, Comm. Jones moved, seconded by Comm. Moss, to suspend the rules to allow Joe McLaughlin to speak to the flooding. The Committee voted (5-2-0) to suspend the rules. Comm. Holmes and Miller voted against it. He spoke to the lack of enforcement by the state for unauthorized driveways and drainage culverts.

Chairman Klein brought the meeting back in session.

After further discussion, Chairman Klein requested to keep the item on old business.

f. Hendersonville Library Quitclaim Deed (pages 137-138).

County Law Director Eric Sitler reported it is a standard quitclaim deed with a clause that if use of a library discontinues then it will revert to the original 50/50 ownership. MOE to continue.

Comm. Jones moved, seconded by Comm. Miller, to discuss. The motion carried unanimously.

Comm. Harrison moved, seconded by Comm. Jones, to approve with the removal of the reverter clause and send it to the Legislative Committee. The motion carried unanimously.

h. Archives Cameras.

Comm. Harrison moved, seconded by Comm. Moss, to add the item to the agenda and approve it and forward to the Budget Committee. The motion carried unanimously.

g. EMA – Purchase of truck and two drones.

Comm. Harrison moved, seconded by Comm. Schmit, to approve and send to the Budget Committee.

After discussion, the Committee voted unanimously to approve and forward to the Budget Committee.

10. Adjournment. Upon motion of Comm. Miller and seconded by Comm. Harrison, the Committee adjourned at 9:18 p.m.

Prepared by Jennifer Mitchell

## Commercial Lease Agreement

THIS LEASE is hereby made and entered into by and between **Sumner County, Tennessee** (hereinafter called "Landlord") and **Shackle Island Volunteer Fire Department, Inc.**, hereinafter called "Tenant").

For and in consideration of the rentals, undertakings and mutual covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby leases and rents from Landlord, subject to the terms and conditions hereinafter expressed, certain real property located at:

3199 and 3179 Long Hollow Pike  
Hendersonville, TN 37075

SEE ATTACHED EXHIBIT "A" FOR SPECIFIC PARCEL INFORMATION

together with any and all structures thereon and appurtenances thereto. Said real property, together with any structures thereon and appurtenances thereto, is hereinafter referred to sometimes as the "leased premises" The parties hereto mutually agree as follows, this Lease being expressly subject to the terms and conditions hereinafter set out in this agreement.

1. **Term.** The term of this Lease shall be for a period of 1 (One) year, 0 (Zero) months, commencing on the execution of this Lease.

2. **Deposits and Rent.** With the execution of this Lease, the Tenant shall deposit with Landlord \$0 Dollars for a security deposit. Said security deposit will be held for the term of the lease and used to compensate Landlord for breach of lease and/or for any damage(s) that are sustained by the premises. Any part of the security deposit not used to compensate Landlord for damages will be returned to the Tenant. The determination as to what constitutes damage(s) and the estimation as to cost of repair shall be determined by the reasonable discretion of Landlord.

Tenant agrees to pay to Landlord for the leased premises the sum of \$1(One) Dollar per year.

3. **Conditions.** Tenant has examined the leased premises and accepts the same in their present state and condition as of the date hereof without any other representations or warranties, expressed or implied, in fact or in law, by Landlord as to the nature, condition or usability thereof. In the event that the premises have not been completed when this Lease is entered into, Tenant hereby waives prior inspection of the premises before execution of the lease upon the condition that the premises will be commercially acceptable when finished. If the premises are not commercially acceptable (based upon reasonable, good faith standard) then Tenant and/or Landlord may rescind the Lease without liability.

4. **Use.** Tenant agrees that the leased premises will be used in accordance with all laws and

regulations of federal, state and municipal authorities applicable to the leased premises. Tenant agrees that all business it conducts on the leased premises will likewise be conducted in accordance with all such applicable laws and regulations.

**5. Improvements and Repairs.** Landlord shall be responsible for the condition of, or any repairs or improvements to, foundations and exterior walls. Tenant agrees, at Tenant's expense, to keep and maintain all other parts of the leased premises, including, but not limited to, the heating and air-conditioning equipment in good order and repair, and in a clean, sanitary and safe condition, including the replacement of equipment, fixtures and all plate glass, roofing and gutters, and to paint and decorate the Leased Premises when necessary in order to maintain at all times a clean and slightly appearance. If Tenant refuses or neglects to make any necessary repairs and/or to maintain the Leased Premises or any part hereof in a manner satisfactory to Landlord, Landlord shall have the right to make such repairs or perform such maintenance on behalf of and for the account of Tenant and, in such event, such work shall be paid for by Tenant as additional rental within ten (10) days of receipt of a bill therefor. Any improvements made by Tenant to or upon the leased premises which still remain there at the expiration of this Lease shall, upon such expiration of the Lease for whatever reason, be and become the sole property of Landlord. Tenant covenants that at no time during the term of this Lease will it create, or permit to be created or to remain, and will promptly discharge, any lien or encumbrance upon the leased premises. Tenant further covenants that it will pay fully as the same become due and payable all charges and expenses incurred in connection with any repairs, improvements or alterations made on or to the leased premises during the term of this Lease. Tenant shall comply with all present and future governmental laws and regulations affecting the leased premises and its use thereof, at its sole expense.

**6. Alterations.** Tenant shall not make any structural alterations or additions to the Demised Premises without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld. Tenant shall have the right, at its sole cost and expense, to make alterations, additions and improvements to the Leased Premises from time to time, and all of such alterations, additions and improvements constructed by Tenant during the term of this Lease and any extension thereof, shall be and remain the property of Tenant at all times during the terms of this Lease and any extensions or renewals thereof. Alterations shall be made in a good and workmanlike manner, in compliance with applicable local laws and ordinances. At the expiration or earlier termination of the Lease, Tenant shall leave all alterations which were made in the Demised Premises by Tenant in "as-is condition" and shall return the Demised Premises to Landlord in a good condition, ordinary wear and tear excepted.

**7. Taxes.** Landlord shall pay all applicable property taxes on the leased premises.

**8. Insurance.** At all times that Tenant occupies the Leased Premises, Tenant shall, at its sole cost, carry and maintain commercial *general liability* insurance in a commercially reasonable amount insuring Tenant and Tenant's agents and assigns against claims for injury, wrongful death, or property damage occurring in the Demised Premises. Landlord shall be named as an additional insured under Tenant's insurance subject to the provisions of this Lease. Tenant may provide the insurance herein required in any blanket policy or policies which it carries. Upon fifteen (15) days prior, written request from Landlord, tenant shall provide Landlord with a certificate of insurance as evidence of such coverage. Tenant shall hold the Landlord harmless for any loss incurred by Tenants failure to procure



insurance or for a deficiency in coverage resulting from insufficient insurance coverage maintained by Tenant.

Landlord will maintain *property* insurance for the real property and any improvements thereto.

**9. Utilities and Maintenance.** Tenant shall pay any charges for electricity, telephone or other utilities, which may be used, rendered, or supplied upon or in connection with the leased premises.

**10. Assumption of Risk.** Tenant shall, and does hereby assume, all risks of loss or injury to the property or person at any time upon the leased premises while this Lease is in effect. Tenant shall, and does hereby agree to, indemnify and hold Landlord harmless for and from any and all claims, demands, suits, judgment costs or expenses on account of any such loss or injury.

**11. Condemnation.** If the whole of the leased premises, or such portion thereof as will make the leased premises unsuitable for Tenant's purposes, in its sole discretion, is condemned for any public use or purpose of any legally constituted authority, this Lease shall be terminated automatically upon the date when possession is taken by such authority; and the rent shall be accounted for between Landlord and Tenant as of the date of surrender of possession. In the event only a portion of the leased premises is condemned for any public use or purpose without rendering the leased premises unsuitable for the purposes of Tenant, there shall be no termination of the Lease on such account, and the rent shall not be adjusted proportionately to take into account the taking of the portion of the leased premises. Any and all monetary awards for the taking of the leased premises by eminent domain or under threat thereof and for incidental damages thereto shall be the sole property of Landlord.

**12. Quiet Enjoyment.** Landlord covenants that Landlord has good title to the leased premises that it is unencumbered, and that Landlord is under no disability that would impair Landlord's right to enter into this Lease. Tenant, upon the payment of the rent herein provided and upon performance of all the terms and conditions hereof, shall quietly have and enjoy the leased premises during the term hereof, including any renewal terms, without hindrance by or disturbance from Landlord or anyone claiming by or through Landlord.

**13. Landlord's Right upon Default.** If there shall be a default in the payment of rent or any part thereof, or other payment due hereunder, for more than Ten (10) days, or if there shall be default in the performance of any other covenant, agreement or condition herein contained on the part of Tenant for more than Fourteen (14) days after written notice is given by Landlord to Tenant, this Lease shall thereupon be terminated at Landlord's option, and Landlord shall have the right to re-enter or repossess the leased premises and dispossess and remove there from Tenant, or other occupants thereof, and their effects, in a lawful manner without being liable for any prosecution therefore. Tenant, nevertheless, shall be liable for all loss or damage resulting from such default or termination. Such losses include, but are not limited to, loss of rents, collection expense, reasonable attorney's fees and cost to return premises to condition in which Tenant accepts the same as of the date of signing of this Lease. Tenant shall forfeit the security deposit. Landlord may, at Landlord's option, re-let the leased premises or any part thereof and Tenant shall pay the difference between the rent and other costs and charges herein reserved and agreed to be paid by Tenant for the portion of that term remaining at the time of re-entry or repossession (as if the Lease had not been terminated) and the amount, if any, received or to be received under such

re-letting for such portion of that term. Should this Lease be placed in the hands of an attorney for default or breach, or for the enforcement of any rights herein reserved or stipulated, Tenant agrees to pay all costs incident thereto, including reasonable attorney's fees and court costs.

14. **No Waiver.** The failure of Landlord or Tenant to insist upon a strict performance of any term or condition of this Lease shall not be deemed a waiver of any right or remedy that Landlord or Tenant may have and shall not be deemed a waiver of any subsequent breach of such term or condition.

15. **Landlord - Tenant Relationship.** It is expressly agreed and understood that Landlord shall not be construed or held to be a partner or associate of Tenant in the conduct of its business and activities, it being expressly understood and agreed that the sole relationship between the parties hereto is that of landlord and tenant.

16. **Assignment or Subletting.** Except as provided in Section 29 below, Tenant shall not transfer, assign, sublet, enter into license or concession agreements, change ownership, offer as security, or collateralize this Lease or Tenant's interest in and to the Leased Premises without first obtaining the written consent of Landlord. Any attempted transfer, assignment, subletting, license or concession agreement, change of ownership, offer as security, or collateralization without the Landlord's written consent shall be void and confer no rights upon any third party. The prohibitions of this Section shall be construed to refer to any acts or events referred to whether they occur by operation of law, legal process, receivership, bankruptcy or otherwise. Notwithstanding any transfer, assignment, subletting, license or concession agreement, change of ownership, offer as security, or collateralization, Tenant shall remain fully liable under this Lease for the performance of all of the terms, covenants and provisions hereof to be performed by Tenant unless a release is granted by Landlord in writing pursuant to assignment.

17. **Signage.** Tenant is responsible for providing identifying signs on the premises related to its ordinary course of business. Signs must conform with local, city, and state ordinance and law. No other signs may be displayed, with the exception of lease and/or sale signs provided by Landlord without the prior written consent of the Landlord.

18. **Notices.** All notices and other communications to be given hereunder by either party shall be in writing and shall be delivered personally or mailed, postage prepaid (and the date of any notice by certified mail shall be deemed to be the date of certification thereof), delivered or addressed to the parties as follows:

LANDLORD:           **Sumner County, Tennessee  
355 N. Belvedere Drive  
Room 102  
Gallatin, Tennessee 37066**

TENANT:               **Shackle Island Volunteer Fire Department, Inc.  
3199 Long Hollow Pike  
Hendersonville, Tennessee 37075**

Or at such other address as either party may later designate to the other in writing.

19. **Holding Over.** Any holding over by Tenant beyond the original term of this Lease or any renewal period thereof shall be on the same terms and conditions as contained herein, and shall be a periodic tenancy terminable by either party upon thirty (30) days prior written notice to the other party. The monthly rent may be increased by the Landlord upon thirty (30) days written notice to the Tenant. Such monthly rental payments shall be due and payable in accordance with terms of the Lease.

20. **Access to Premises.** Tenant agrees that Landlord, its agents, employees or servants, or any person authorized by Landlord, may enter the Leased Premises for the purpose of (a) inspecting the condition of same; (b) making such repairs, additions or improvements thereto, or to the building of which they are a part, as Landlord may elect or be required to make; (c) exhibiting the same to prospective purchasers of the building and/or prospective tenants; and (d) placing notices and/or For Lease signs, during the last four (4) months of the term hereof, in and upon said premises at such places as may be determined by Landlord. Tenant agrees that neither Tenant nor any person within Tenant's control will interfere with such notices.

21. **Attorney's Fees.** In the event that at any time during the term of this Lease or thereafter, Landlord shall institute any action or proceedings against Tenant relating to the provisions of this Lease or any default by Tenant hereunder, then Tenant shall reimburse Landlord for the expense of such reasonable attorney's fees, costs and disbursements as are incurred therein by Landlord.

22. **Force Majeure.** If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Lease by an event beyond its reasonable control, such as a strike, lockout, labor dispute, Act of God (excluding normal weather conditions), newly enacted governmental restriction, regulation or control, enemy or hostile governmental action, civil commotion, insurrection, sabotage, fire or other casualty, or any other condition beyond the reasonable control of the responsible party, then the time to perform the obligation or satisfy the condition shall be extended for a reasonable period of time following the event of force majeure. Any such events of force majeure shall not exceed thirty (30) days, and the time to perform the obligation or to satisfy the condition shall not be extended beyond thirty (30) days from the last day of the event of force majeure. Lack of funds shall in no event constitute an event of force majeure.

23. **Entire Agreement.** This instrument and its attachments, if any, contain the entire agreement between the parties and there are no covenants, express or implied, except as contained herein. No statement, promise or inducement made by either party or agent of either party that is not contained in this written agreement shall be valid or binding. No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of the Lease. No amendment to this Lease shall be effective unless in writing and signed by both Landlord and Tenant.

24. **Captions.** All captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.

25. **Binding Effect.** The terms and conditions of this Lease shall be binding upon, and inure to the benefit of, the parties hereto and to their respective heirs, successors, assigns and personal and legal representatives.

26. **Joint and Several Liability.** If Tenant is a partnership or other business organization the members of which are subject to personal liability, the liability of each such member shall be deemed to be joint and several.

27. **Applicable Law and Severability.** This Lease shall be construed and interpreted pursuant to the laws of the State of Tennessee. Should any provision hereof be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected but shall continue in full force and effect.

28. **Memorandum of Lease.** Landlord, upon in own discretion or upon the request of Tenant, may execute a Memorandum of Lease reflecting the general terms and conditions of this Lease which may be filed of record in the applicable Register's Office.

29. **Special Conditions (if any).** Tenant may rent out the leased premises for no more than twenty-four (24) hours for events, provided Tenant charges a uniform rate to hold such events, such rate to be published by Tenant. Any person or group wishing to hold an event on the leased premises shall purchase general liability insurance with aggregate coverage for the event and provide proof of such insurance.

30. **Counterparts.** This Lease may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this agreement.

LANDLORD: **SUMNER COUNTY, TENNESSEE**

BY: \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

TITLE: \_\_\_\_\_

TENANT: **SHACKLE ISLAND VOLUNTEER FIRE DEPARTMENT, INC.**

BY: \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

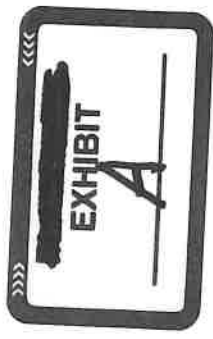
TITLE: \_\_\_\_\_

**ASSESSOR OF PROPERTY - PROPERTY RECORD CARD**

Property Type: 01 County

3199 LONG HOLLOW PIKE		Subdivision		083		122		070.01		000	
Property Address		PG		JUR CONTROL MAP		GROUP		PARCEL		PI / SI	
Ownership and Mailing Address		PG		Map		122		Updated		05/31/2024	
SUMNER COUNTY		PG		Dist		07		Printed		05/31/2024	
355 N BELVEDERE DRIVE		PG		City				Card: 1 of 1			
GALLATIN TN 37066		PG		SSD1				Page: 1 of 1			
Additional Description		PG		Total Land Units		7.03					
Dimensions		PG		Deed Acres		7.03					
		PG		Calculated Acres		7.03					

DWELLING DATA			
Improv Type	Lower Level	Rooms	Bedrooms
Stories	Heating/Air	Add'l Fixtures	Total Fixtures
Exterior Wall	Attic	Add'l Sty	PreFab
Heating Fuel		Year	Amount
Year Built		Year	Sched
Full Baths		Year	
Wood FP Stacks		Year	
Info Src		Year	
Foundation	Floor Finish		
Floor System	Interior Finish		
Party Wall	Paint/Decor		
Struct. Frame	Bath Tile		
Roof Framing	Electrical		
Roof Cov/Deck	Shape		
Cab/Millwork			



Quality		Condition		Class:	
Prorate	Date	Factor	% Comp	Cost & Design	0
Depr: Physical	Other Phys	Functional	External	% Good	100
Factors		2024		1.00	
GFLA	Area	Story	Const	Grade	SFLA
Base Dwelling		Add'l Areas		Total	\$/SqFt
RCN				% Complete	
RCNLD				Dwelling Factor	
AREAS: Lower Floor		First & Above		Area	% SFLA
				Rate	RCN

COST		PARCEL DATA	
LAND	0	Value	Correlation
IMPROVEMENTS	0		
TOTAL APPRAISAL	0		
GREENBELT APR	0		
ASSESSMENT	0		
ASSESSED @	0%		
APPROACH			
COST VALUE		Value	
APPROACH		Value	
COST		Value	
INCOME		Value	
MARKET		Value	
NBHD		Value	
Review Flag		Value	
Living Units		Value	
Water/Sewer		Value	
Electricity		Value	
Gas		Value	
01 Public		Value	
00 None		Value	
Topo		Value	
Road Type		Value	
Delete Next Year		Value	
Greenbelt Review		Value	
Land Apr Date		Value	
# Improvements		Value	
# Mobile Homes		Value	
NH Trend		Value	
Other		Value	
Land Use Code		Value	
Zoning		Value	
GREENBELT		Value	
Year		Value	
App#		Value	
Recorded		Value	
Book/Pg		Value	
ENTRANCES		Value	
Date		Value	
Code		Value	
ID		Value	
BUILDING PERMITS		Value	
Date		Value	
Type		Value	
Status		Value	
Last Visit		Value	

OUTBUILDINGS and YARD ITEMS		Total OBY Value	
Code Description	Yr Bld Eff Yr	Area	Grade
	Units	Add'l Description	Class
	Rate	Mkt Dep	Adj Rate
	100	Value Class	1.00
	Totals:		

MARKET LAND		AGRICULTURAL / GREENBELT LAND	
# Type Table	Code Acc Front Depth	Units	Rate
1 A AC	70 0 0	7.03	1.00
	Totals:	7.03	

**NOTES**  
 VOLUNTEER FIRE DEPT EXEMPT P ADD ASSIGNED 7-22 PER E911 TO SUMNER CO HEALTH DE  
 PT: 3179 P ADD ASSIGNED 7-22 PER E911 TO EMS STATION 11: 3188

BROWN PARK ANALYSIS (AS OF 5/20/2024)

FISCAL YEAR	BUDGETED	ENCUMBERED	EXPENDITURES	REMAINING	SPENT IN CALENDAR YEAR
2020	\$ 600,000.00	\$ -	\$ (5,587,500)	\$ 5,984,412.50	\$80,681.13
2021	1,094,412.50	-	(75,181.70)	1,019,230.80	988.07
2022	1,019,230.80	-	(1,336,111)	1,017,894.69	5,356.11
2023	1,267,894.69	-	(2,097,741)	1,246,917.26	555,404.61
2024	1,239,363.46	(28,936.42)	(88,927.04)	1,120,500.00	552,299.86
			\$ (28,936.42)	\$ (132,000.78)	\$192,009.78

ACCOUNT PAID INVOICES

ACCOUNT	DESCRIPTION	EFF DATE	PO/REF2	AMOUNT	CHECK NO	VDR NAME/ITEM DESC	COMMENTS
101-00000-51-800-51-8-6600-90-579100-50073	Permit/Brown Park	04/15/2024		\$ 1,000.00			
101-00000-51-800-51-8-6600-90-579100-50073	Permit/Brown Park	04/15/2024		500.00	100235	LOG TDEC Payment	TDEC Permit/Brown Park
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	04/09/2024		2,494.70	106006	Civil Site Design Group (KR8 P LLC)	William W Artha Brown Park / Summer
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	04/09/2024		2,494.70	106006	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Will and Martha Br
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	03/18/2024		7,462.10	1059672	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Will and Martha Br
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	03/18/2024		23,000.178	1059672	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Will and Martha Br
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	03/18/2024		11,760.10	1059672	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Will and Martha Br
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	03/18/2024		7,462.10	1059672	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Will and Martha Br
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	03/18/2024		23,000.178	1059672	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Will and Martha Br
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	01/07/2024		3,948.13	1058326	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Will and Martha Br
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	01/07/2024		23,000.178	1057725	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Will and Martha Br
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	11/28/2023		9,491.87	1057725	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Will and Martha Br
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	11/28/2023		23,000.178	1057725	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Will and Martha Br
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	11/28/2023		3,872.10	1057725	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Will and Martha Br
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	11/28/2023		23,000.178	1057725	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Will and Martha Br
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	06/30/2023		2,750.00	1055729	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Member Park-Library Cse
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	06/30/2023		1,115.91	1055729	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Member Park-Library Cse
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	06/30/2023		2,750.00	1055729	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Member Park-Library Cse
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	06/06/2023		77.00	1054812	STATEMINT REG OF DEEDS	illing fee for Brown Memorial
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	05/24/2023		1,082.50	1054708	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Member Park-Library Cse
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	05/24/2023		830.36	1054708	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Member Park-Library Cse
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	05/24/2023		1,082.50	1054708	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Member Park-Library Cse
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	05/24/2023		23,000.178	1053916	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Member Park-Library Cse
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	04/03/2023		351.25	1053916	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Member Park-Library Cse
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	04/03/2023		23,000.178	1052783	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Member Park-Library Cse
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	01/24/2023		1,137.50	1052783	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Member Park-Library Cse
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	01/24/2023		23,000.178	1052783	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Member Park-Library Cse
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	11/09/2022		1,050.00	1053566	Civil Site Design Group (KR8 P LLC)	TDEC Grant coordination
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	11/09/2022		23,000.178	1053566	Civil Site Design Group (KR8 P LLC)	TDEC Grant coordination
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	07/18/2022		100.00	1049616	TENNESSEE STATE DEPARTMENT	Grant acknowledgement sign (UP
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	06/09/2022		1,336.11	1048842	Civil Site Design Group (KR8 P LLC)	PA22-079-01 Member Park-Library Cse
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	01/31/2021		88.07	PCARD	GANNETT TENNESSEE	HW44-0003616753 ADVERTISING
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	12/23/2020		181.13	PCARD	EGUL-DIRECTEMPRESSES INC	HW44-0003616753 ADVERTISING
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	12/10/2020		10,910.00	1040832	Civil Site Design Group (KR8 P LLC)	HW44-0003616753 ADVERTISING
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	12/10/2020		20,001.685	1040734	Civil Site Design Group (KR8 P LLC)	HW44-0003616753 ADVERTISING
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	11/16/2020		14,506.82	1040734	Civil Site Design Group (KR8 P LLC)	HW44-0003616753 ADVERTISING
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	09/28/2020		6,802.50	1039545	Civil Site Design Group (KR8 P LLC)	HW44-0003616753 ADVERTISING
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	09/17/2020		5,342.10	1039461	Civil Site Design Group (KR8 P LLC)	HW44-0003616753 ADVERTISING
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	09/17/2020		3,587.50	1038813	Civil Site Design Group (KR8 P LLC)	HW44-0003616753 ADVERTISING
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	04/03/2024		9,886.27		Civil Site Design Group (KR8 P LLC)	TDEC Grant Engineering Service
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	04/03/2024		9,886.26		Civil Site Design Group (KR8 P LLC)	TDEC Grant Engineering Service
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park	07/01/2023		9,163.89		Civil Site Design Group (KR8 P LLC)	Summer County Parks Plan
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park			8,553.80		Civil Site Design Group (KR8 P LLC)	Summer County Parks Plan
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park			\$ 220,916.42		Civil Site Design Group (KR8 P LLC)	Summer County Parks Plan
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park			\$ 2,200,916.20		Civil Site Design Group (KR8 P LLC)	Summer County Parks Plan
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park			\$ 100,100.00		Civil Site Design Group (KR8 P LLC)	Summer County Parks Plan
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park			\$ 54,113.73		Civil Site Design Group (KR8 P LLC)	Summer County Parks Plan
101-00000-51-800-51-8-6600-90-579100-50073	Other Const/Brown Park			\$ 54,113.74		Civil Site Design Group (KR8 P LLC)	Summer County Parks Plan

ENCUMBRANCES	ENCUMBERED	EXPENDITURES	REMAINING	SPENT IN CALENDAR YEAR
101-00000-51-800-51-8-6600-90-579100-50073	600,000.00	5,984,412.50	5,986,27	5,986,27
101-00000-51-800-51-8-6600-90-579100-50073	1,094,412.50	1,019,230.80	9,886.26	9,886.26
101-00000-51-800-51-8-6600-90-579100-50073	1,267,894.69	1,246,917.26	9,163.89	9,163.89
101-00000-51-800-51-8-6600-90-579100-50073	1,239,363.46	1,120,500.00	220,916.42	220,916.42
101-00000-51-800-51-8-6600-90-579100-50073			2,200,916.20	2,200,916.20
101-00000-51-800-51-8-6600-90-579100-50073			100,100.00	100,100.00
101-00000-51-800-51-8-6600-90-579100-50073			54,113.73	54,113.73
101-00000-51-800-51-8-6600-90-579100-50073			54,113.74	54,113.74

Transferred from Station Camp Greenway into L.C. Park  
 Summer County Grant Match to State  
 State Grant

Still Encumbered  
 Reappropriated to Capital Projects  
 Reappropriated 2023, rolled over to 2024

Balance carried to Fiscal 2023  
 Balance carried to Fiscal 2022  
 Balance carried to Fiscal 2023  
 Balance carried to Fiscal 2024



# SUMNER COUNTY EMERGENCY MANAGEMENT

255 AIRPORT ROAD  
GALLATIN, TN. 37066  
TEL.: 615-452-7584 FAX: 615-451-0171



**KEN WEIDNER, DIRECTOR**

www.sumnerema.org

## EMA Capital Request

Commissioner's,

This year's EMA capital request was completely cut, last year, our Capital request was also completely cut.

*I would like the opportunity to justify the request.*

### 1) Truck Request:

Replacement of one 2008 F-450 Pick-up truck. (Special Operations 1)

This truck pulls our heaviest trailers, Special Ops /Rope Rescue/Swift Water Rescue, Morgue, Bathroom Trailers. This truck has responded out of state for Hurricanes via Emergency Management Assistance Compact Deployments. We are subject to respond during any Hurricane season.

During recent flooding rescue personnel conducted successful rescue operations involving 35 people in Sumner County. During the operations, this truck went into limp mode, was returned to the EOC and replaced with an F-250, the F-250 is not ideal to pull these large trailers. No new vehicle request will need to be made for several years when Spec Ops 1 is replaced.

Safety concerns for citizens and rescue personnel are at risk.

### 2) Drone Request: Update Drone Operations.

Sumner EMA Currently operates 4 Drones.

We have 8 certified pilots with two pilots in training, (Our cap is 10)

We have successfully located 8 people  
Suicidal, Attempted Suicide, Missing/Lost person, Fugitives, Barricades.

Fly swift water rescue operations (when conditions allow)

Fly Search Warrants for the Sumner Co DTF, Sumner ERT and Hendersonville SWAT.

Continual flight with 4 corner visuals during Barricade/Hostage situations.

My lead pilot has 248 Flights, 63 hours flight time, 305 flight miles.

Goal: To increase our capability

### 3) Outboard Motors: I wish to remove this request.

Truck/Radios/Lights/Siren, etc.	\$ 79,500.00
<u>Drones</u>	<u>\$ 44,000.00</u>
	\$123,500.00

**MINUTES  
HEALTH & EMERGENCY SERVICES COMMITTEE  
CHAIRMAN, DARRELL ROGERS  
JUNE 3, 2024**

Present:

Darrell Rogers, Chairman

Terri Boyt

Shannon Burgdorf

Benjamin A. Harris

Tim Jones

Absent:

Dr. Mary Genung, Vice-Chairman

Terry Wright

Also Present:

John Isbell, County Mayor

Eric Sitler, Law Director

Steve Weiner, Staff Attorney

Merrol Hyde, Commission Chairman

Jennifer Mitchell, minute taker

Chairman Rogers called the regular meeting of the Health and Emergency Services Committee to order with an invocation by Commissioner Harris on Monday, June 3, 2024, at 5:00 p.m. in the Sumner County Administration Building. A quorum was present.

3. Approval of Agenda.

Comm. Jones moved, seconded by Comm. Burgdorf, to approve the agenda. The motion carried unanimously.

4. Approval of the Minutes of May 6, 2024.

Upon motion of Comm. Harris, seconded by Comm. Jones, the Committee voted unanimously to approve the minutes from May 6, 2024.

5. Recognition of the Public.

Cathy Arlen of 231 Chipaway Drive, Gallatin thanked the Committee for the Animal Ad Hoc Committee and spoke to the work done by the ad hoc committee and requested it continue.

6. Report of the Chairman. No report

7. Report of the County Mayor. No report

8. Report of the Sheriff. Not present



9. Report of the Emergency Management Agency. Not present

10. Report of EMS.

A representative was not present because of an out-of-town training conference. Reports were emailed to Chairman Rogers who distributed to committee members and are attached.

11. Report of the ECC.

County Mayor John Isbell provided a report for the total calls for service.

12. Old Business.

13. New Business

a. Child Safety Fund Application (pages 24-42).

Comm. Harris moved, seconded by Comm. Burgdorf, to approve. The motion carried unanimously.

b. Animal Control Ad Hoc.

Chairman Rogers stated the ad hoc has been meeting since August 2023 and asked for the will of the Committee for this ad hoc to continue meeting.

Comm. Jones moved, seconded by Comm. Burgdorf, to discuss. The motion carried unanimously.

Comm. Jones spoke to the success of the ad hoc, the community involvement and stated his support to continue meeting.

Comm. Harris moved for the ad hoc to continue meeting for the next three months, then reevaluate. The motion failed for lack of second.

Chairman Rogers noted he would bring discussion back to the agenda in three months.

c. Mayor's update on Millersville FD.

County Mayor John Isbell reported the City of Millersville canceled the meeting that was set for May 20, 2024, to discuss the needed repairs. Mr. Isbell requested a plug for electricity, to the RV, with an approximate cost of \$2,320.00. The City of Millersville is supposed to connect for waste disposal.

During discussion, Comm. Jones moved, seconded by Comm. Burgdorf, to suspend the rules to allow Comm. Klein to speak. Comm. Klein read a statement from state fire code inspector Jason Kimbrough about current issues. Comm. Klein also recommended getting an assessment for needed repairs to the building. Chairman Rogers brought the meeting back in session.

Comm. Burgdorf moved, seconded by Comm. Jones, to approve \$2,320.00 for the plug and forward it to the Budget Committee. The motion carried unanimously.

12. Adjournment. Chairman Rogers declared the meeting adjourned at 5:30 p.m. upon motion by Comm. Harris and seconded by Comm. Jones.

Prepared by Jennifer Mitchell

**RECOGNITION OF THE PUBLIC**  
**\*\*\*SPEAK ONLY TO ITEMS ON THE AGENDA\*\*\***

MEETING DATE: \_\_\_\_\_

NAME	COMPLETE ADDRESS & TELEPHONE #	AGENDA ITEM
1	CATHY ARLEN	231 CHIPAWAY DR GAULTIN
ANIMAL CONTROL 513283-4074		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		

Monday, June 3, 2024 at 15:54:52 Central Daylight Time

---

**Subject:** Fw: [EXTERNAL]EMS Data for Committee Meeting  
**Date:** Monday, June 3, 2024 at 3:48:34 PM Central Daylight Time  
**From:** Darrell Rogers  
**To:** Steven Weiner, Jennifer Mitchell  
**CC:** John M. Poss, Jay Austin, John C. Isbell  
**Attachments:** May 2024 Total Charges.pdf, May 2024 Net Collections.pdf, Out of County Responses.pdf, Aging Report.pdf, April-May 2024 Calls vs Transports.pdf, May CAD Report.pdf, April-May 2024 Call Volume.pdf

Would you all mind printing these for the committee as EMS will not be there.

Darrell

---

**From:** Jay Austin  
**Sent:** Monday, June 3, 2024 2:20 PM  
**To:** Darrell Rogers; [john.c.isbell@sumnercountytn.gov](mailto:john.c.isbell@sumnercountytn.gov); John M. Poss  
**Cc:** Jay Austin  
**Subject:** [EXTERNAL]EMS Data for Committee Meeting

Attached are the EMS reports for tonight's Health & Emergency Services Committee Meeting.

Our AR is at 84 days if anyone asks.

I have not received our May Revenue yet from the Finance Dept, but our billing company shows \$847,506.79.

Let me know if there is anything else either of you need.

Thanks

**Jay Austin**

**Sumner Co. EMS**

**Assistant Chief**

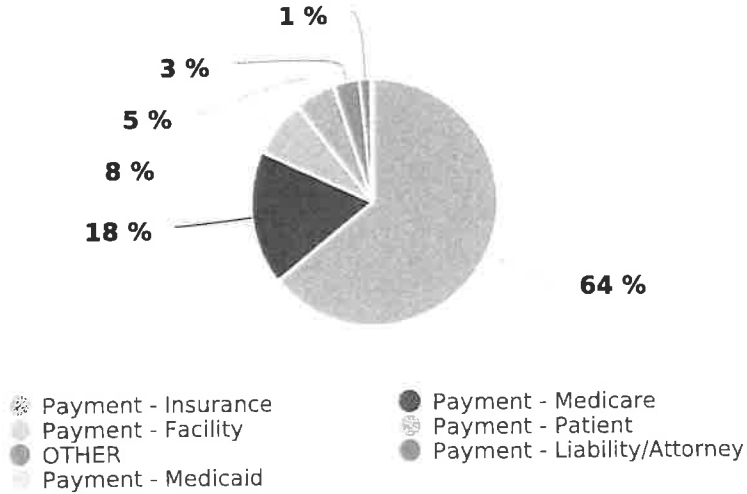
(615) 451-0429 ext. 129

\*\*\* This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email \*\*\*

Charge Type Detail Report (Trip Date)  
 Start Date: 2024-05-01 End Date: 2024-05-31

	Count	Dollars
<b>Sumner County EMS</b>		
<b>ALS Base Rates</b>		
A2 Comprehen Transport - SUMN	28	\$ 34,020.00
ALS Emerg Transport - SUMN	546	\$ 589,680.00
ALS NonEmerg Transport - SUMN	9	\$ 8,505.00
Facility ALS Emerg - SUMN	10	\$ 4,895.50
Facility ALS NonEmerg - SUMN	80	\$ 24,735.20
Specialty Care Transport- SUMN	2	\$ 2,970.00
<b>Totals For Type: ALS Base Rates</b>	<b>675</b>	<b>\$ 664,805.70</b>
<b>BLS Base Rates</b>		
BLS Emerg Transport - SUMN	376	\$ 330,128.00
BLS NonEmerg Transport - SUMN	207	\$ 139,725.00
Facility BLS NonEmerg - SUMN	18	\$ 4,637.88
<b>Totals For Type: BLS Base Rates</b>	<b>601</b>	<b>\$ 474,490.88</b>
<b>Mileage</b>		
Facility Mileage - SUMN	1,384	\$ 12,376.54
Mileage - SUMN	10,728	\$ 188,276.40
<b>Totals For Type: Mileage</b>	<b>12,112</b>	<b>\$ 200,652.94</b>
<b>Other Charges</b>		
ALS Disp Supplies - SUMN	175	\$ 25,375.00
BLS Disp Supplies - SUMN	109	\$ 10,355.00
DOA Transport - SUMN	4	\$ 2,620.00
<b>Totals For Type: Other Charges</b>	<b>288</b>	<b>\$ 38,350.00</b>
<b>Totals For Company: Sumner County EMS</b>	<b>13,676</b>	<b>\$ 1,378,299.52</b>
<b>Report Totals:</b>	<b>13,676</b>	<b>\$ 1,378,299.52</b>

Net Collections



Credit As Type Summary Report (Deposit Date)

Sumner County EMS

<u>Credit Type/Credit Code</u>	<u>Transaction</u>	<u>Dollars</u>
<b>Payment</b>		
Payment - Insurance	38,169	5,266,613.13
Payment - Medicare	9,596	1,447,638.92
Payment - Facility	3,715	623,814.23
Payment - Patient	2,809	452,657.11
Payment - Credit Card	1,461	296,370.70
Payment - Liability/Attorney	434	123,762.65
Payment - Patient - ACH	722	79,138.15
Payment - Collection Agency	630	54,360.57
Payment - Attorney	34	13,961.37
Payment - Medicaid	2,614	11,498.14
Payment - Insurance - CC	57	8,967.23
Payment - RR Medicare	74	7,622.95
Interest Payment (+)	322	725.55
Payment - GEMT Program	13	278.27
Payment - Transfer	173	120.28
Payment - Forwarded to GEAR	3	0.00
Payment - Garnishment	3	0.00
Payment - Facility - CC/ACH	2	0.00
Return Check	1	-270.00
Recoupment (-)	495	-179,890.55
<b>Totals For Type</b>	<b>61,327</b>	<b>8,207,368.70</b>

## Credit As Type Summary Report (Deposit Date)

---

### Sumner County EMS

**Refund**

Refund - Medicaid	8	-257.04
Refund - Facility	5	-352.93
Refund - Liability/Attorney	9	-4,501.42
Refund - Commercial	51	-11,811.18
Refund - Patient	64	-12,734.54
<b>Totals For Type</b>	<b>137</b>	<b>-29,657.11</b>

---

**Company Totals****61,464****8,177,711.59**

As of 06-03-2024

Responded Out of Summer County	Jan. 2023	Feb. 2023	Mar. 2023	Apr. 2023	May. 2023	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Jan-00
Robertson	33	15	16	20	18	25	23	24	7	13	9	9
Macon	1	4	1	2	3	3	2	0	1	1	0	1
Trousdale	0	0	0	2	0	1	0	0	0	1	0	0
Wilson	0	0	0	0	0	0	0	0	0	0	0	0
Davidson	0	12	19	0	0	2	1	0	0	0	0	0
<b>TOTAL</b>	<b>34</b>	<b>31</b>	<b>36</b>	<b>24</b>	<b>21</b>	<b>31</b>	<b>26</b>	<b>24</b>	<b>8</b>	<b>15</b>	<b>9</b>	<b>10</b>

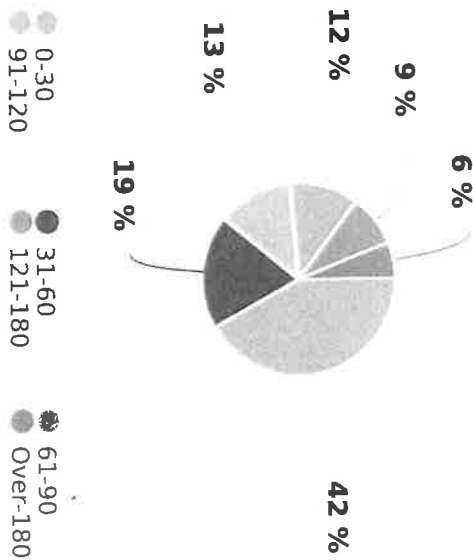
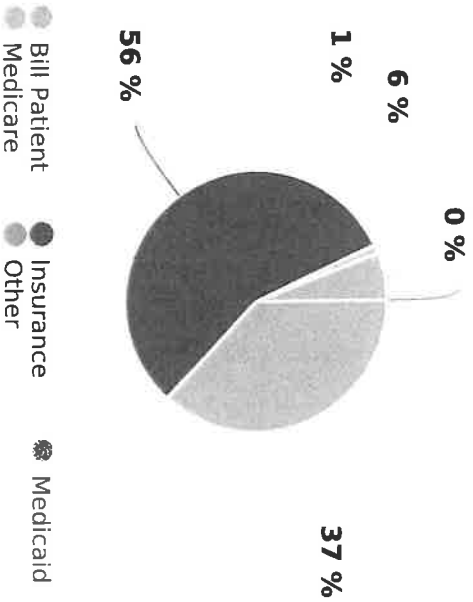
Responded Out of Summer County	Jan. 2024	Feb. 2024	Mar. 2024	Apr. 2024	May-24
Robertson	12	7	9	19	15
Macon	3	0	2	1	1
Trousdale	1	0	0	0	0
Wilson	0	0	0	0	0
Davidson	1	1	2	0	1
<b>TOTAL</b>	<b>17</b>	<b>8</b>	<b>13</b>	<b>20</b>	<b>17</b>

Responded into Summer County	Jan. 2023	Feb. 2023	Mar. 2023	Apr. 2023	May. 2023	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
Robertson	33	43	43	46	41	34	27	34	38	31	34	48
<b>TOTAL</b>	<b>33</b>	<b>43</b>	<b>43</b>	<b>46</b>	<b>41</b>	<b>34</b>	<b>27</b>	<b>34</b>	<b>38</b>	<b>31</b>	<b>34</b>	<b>48</b>

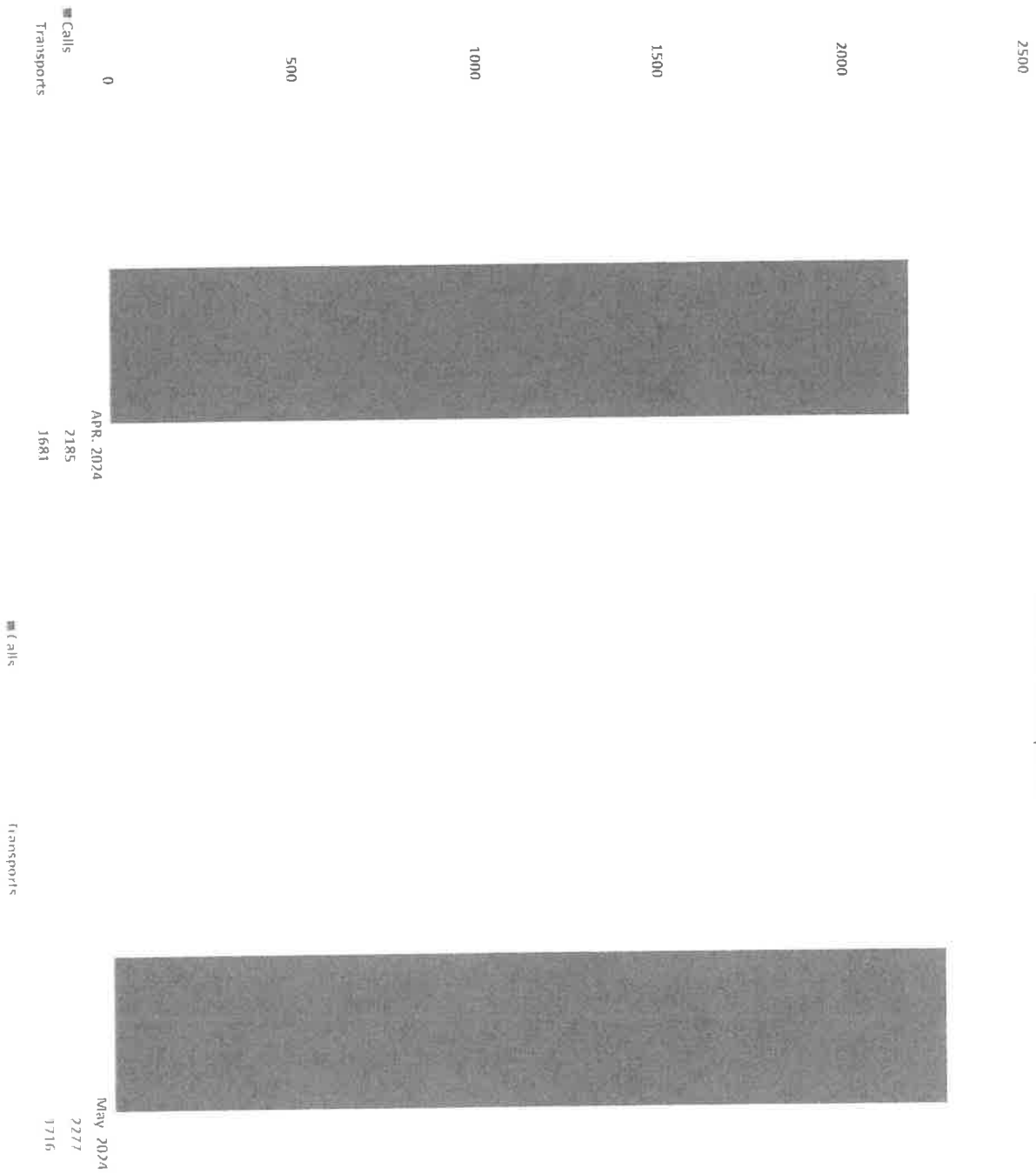
Responded into Summer County	Jan. 2024	Feb. 2024	Mar. 2024	Apr. 2024	May-24
Robertson	39	37	32	36	42
<b>TOTAL</b>	<b>39</b>	<b>37</b>	<b>32</b>	<b>36</b>	<b>42</b>



	<u>Current</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>Over 180</u>	<u>Total</u>
Current Payor							
Bill Patient	366,713.26	340,393.33	310,435.80	325,271.75	275,482.01	196,892.11	1,815,188.26
Insurance	1,418,372.10	559,039.95	292,787.15	237,021.36	138,216.01	100,484.57	2,745,921.14
Medicaid	12,493.74	18,024.34	14,372.15	8,559.33	210.75	-494.88	53,165.43
Medicare	256,218.70	12,109.20	8,300.25	2,065.25	6,209.91	5.05	284,908.36
Other	898.12	0.00	0.00	0.00	0.00	0.00	898.12
<b>Total</b>	<b>2,054,695.92</b>	<b>929,566.82</b>	<b>625,895.35</b>	<b>572,917.69</b>	<b>420,118.68</b>	<b>296,886.85</b>	<b>4,900,081.31</b>



# Calls vs. Transports

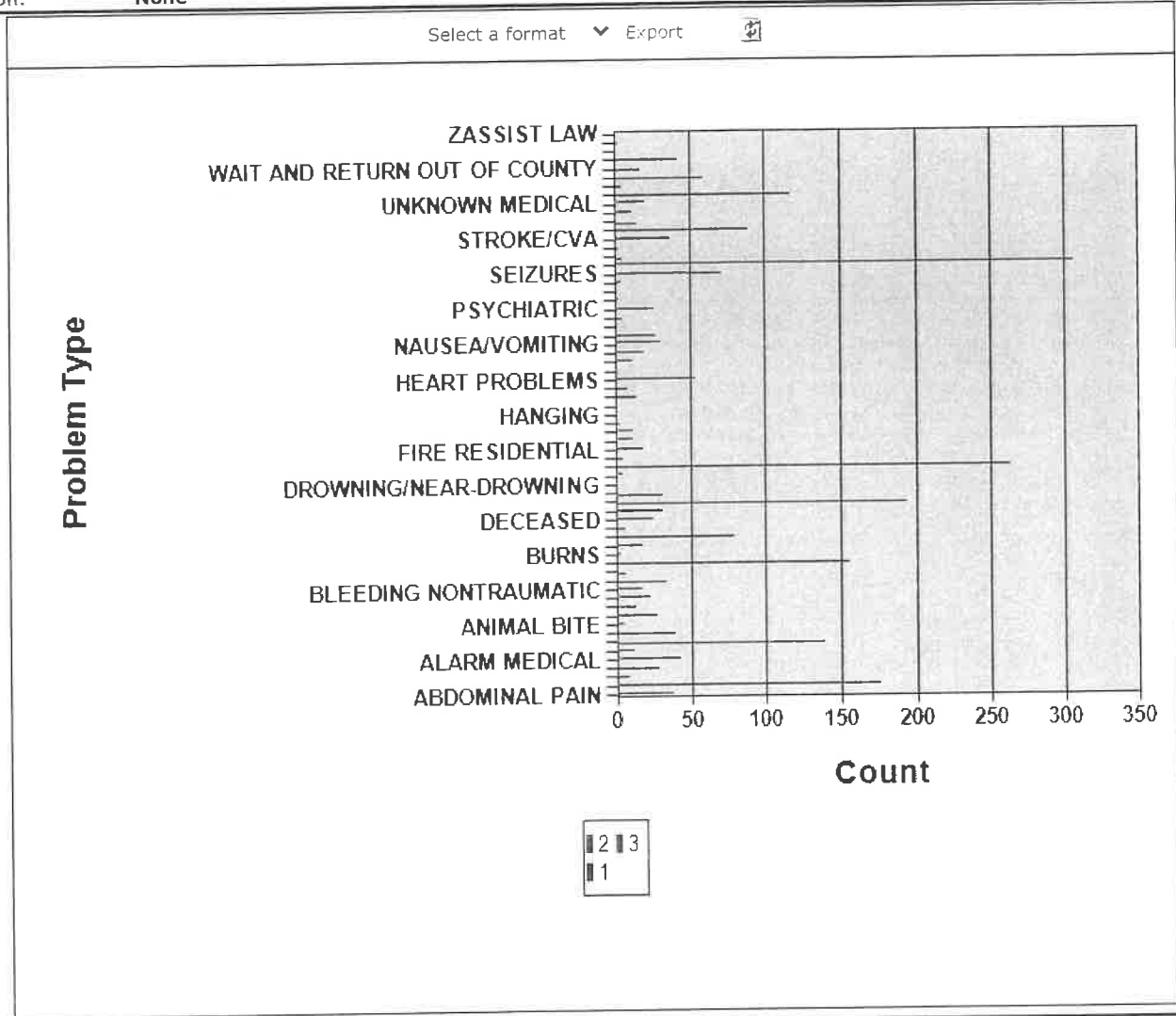


Problem Type Summary

10:01 AM 6/3/2024

Data Source: Data Warehouse

Agency:	EMS
Division:	SUMNER COUNTY EMS
Day Range:	Date From 5/1/2024 To 5/31/2024
Exclusion:	None



1	1
2	2
3	3

0	38	0	<b>38</b>
176	0	0	<b>176</b>
8	0	0	<b>8</b>
28	0	0	<b>28</b>
0	0	0	<b>0</b>
0	0	0	<b>0</b>
0	0	0	<b>0</b>
0	43	0	<b>43</b>
12	0	0	<b>12</b>
0	1	139	<b>140</b>

ALTERNATIVE	39	0	0	39
ANIMALS	5	0	0	5
APPEALS	27	0	0	27
ASSISTANT ATTORNEY GENERAL	13	0	0	13
AVIATION	0	0	0	0
BANKS	0	23	0	23
BARRISTERS	17	0	0	17
BUSINESS DEVELOPMENT	0	0	34	34
BUSINESS TRANSPORT	0	0	6	6
BUSINESS TRANSPORT	156	0	0	156
BUSINESS	3	0	0	3
CASINO	0	0	0	0
CHILDREN'S SERVICES	17	0	0	17
CIVIL SERVICE	0	0	0	0
COMMUNITY	79	0	0	79
CONSTRUCTION	6	0	0	6
CONTRACTS	0	0	0	0
COOPERATION	25	0	0	25
COURTS	32	0	0	32
COURTS	0	0	0	0
COURTS	0	0	0	0
COURTS	0	0	194	194
COURTS	0	0	31	31
COURTS	0	0	0	0
COURTS	1	0	0	1
COURTS	0	0	0	0
COURTS	0	5	0	5
COURTS	264	0	0	264
COURTS	0	0	0	0
COURTS	5	0	0	5
COURTS	18	0	0	18
COURTS	0	0	0	0
COURTS	0	0	0	0
COURTS	0	0	0	0
COURTS	0	11	0	11
COURTS	0	0	0	0
COURTS	0	11	0	11
COURTS	3	0	0	3
COURTS	1	0	0	1
COURTS	2	0	0	2
COURTS	14	0	0	14
COURTS	8	0	0	8
COURTS	54	0	0	54
COURTS	2	0	0	2
COURTS	0	11	0	11
COURTS	0	19	0	19
COURTS	0	30	0	30
COURTS	0	0	0	0
COURTS	0	0	0	0
COURTS	27	0	0	27
COURTS	1	0	0	1
COURTS	5	0	0	5
COURTS	26	0	0	26
COURTS	0	3	0	3
COURTS	0	0	0	0
COURTS	0	0	0	0
COURTS	2	0	0	2
COURTS	0	0	0	0
COURTS	4	0	0	4
COURTS	71	0	0	71
COURTS	0	0	0	0
COURTS	0	307	0	307
COURTS	0	0	5	5
COURTS	0	0	3	3
COURTS	0	0	0	0

6/3/24, 10:02 AM

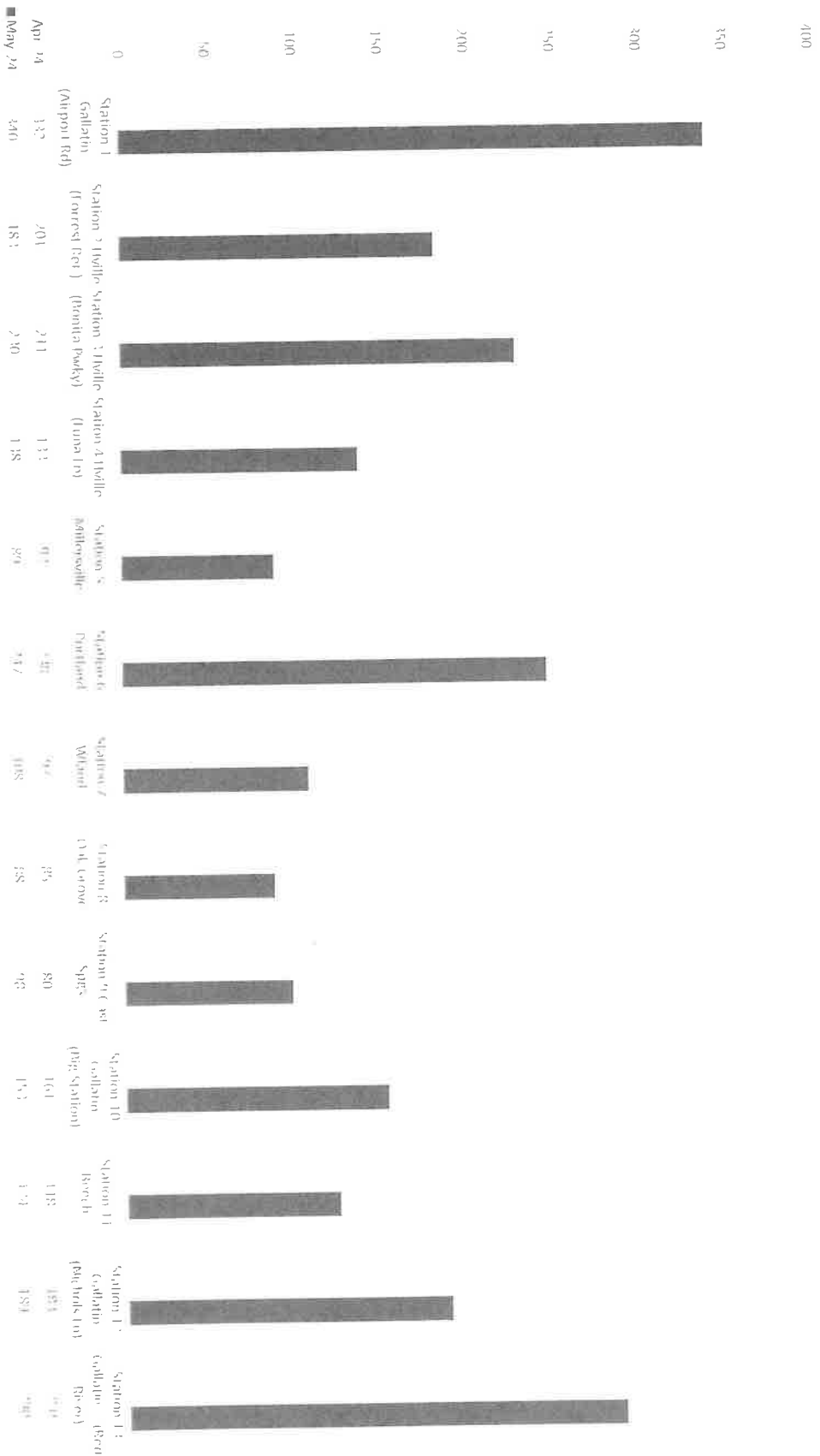
Inform Browser : 22.309.1076.0 - Problem Type Summary

STANDS	0	0	0	0
STROKE	37	0	0	37
SUPPLIES SUBJECT	89	0	0	89
TALK TO SUPERVISOR	0	0	15	15
TEST CALL	0	0	0	0
TRUCK DEPARTMENT	0	0	0	0
TRAUMA	12	0	0	12
UNKNOWN MEDICAL	0	20	0	20
UNRESPONSIVE SYNDROME	118	0	0	118
VENT TRANSPORT	5	0	0	5
WAIT AND RETURN IN COUNTY	0	0	59	59
WAIT AND RETURN OUT OF COUNTY	0	0	17	17
WATER EMERGENCY	43	0	0	43
WEATHER RELATED TRAFFIC	1	0	0	1
WOUND CARE	0	0	3	3
WRESTLING	0	1	0	1
ZIRONSPEIGHT MEDICAL	0	0	0	0
	<b>1456</b>	<b>523</b>	<b>506</b>	<b>2485</b>

Go Back

Close

## April 2024/May 2024 Call Volume



ECC

2024	Calls for Service			Calls Received	
	Law Enforcement	Fire	EMS	911	Admin
January	12,488	2,341	2,250	4,245	13,657
February	13,478	1,983	2,067	3,913	13,049
March	14,098	2,088	2,164	4,180	13,756
April	14,379	2,104	2,249	4,104	13,559
May	15,300	2,353	2,380	4,742	14,628
June	-	-	-		
July	-	-	-		
August	-	-	-		
September	-	-	-		
October	-	-	-		
November	-	-	-		
December	-	-	-		
<b>2024 Total</b>	<b>69,743</b>	<b>10,869</b>	<b>11,110</b>	<b>21,184</b>	<b>68,649</b>



**SUMNER COUNTY, TENNESSEE**

OFFICE OF THE LAW DIRECTOR

355 N. Belvedere Drive, Suite 303

Gallatin, Tennessee, 37066

(615) 451-6060 / FAX: (615) 451-6061

**ERIC W. SITLER**  
LAW DIRECTOR

**STEVE M. WEINER**  
STAFF ATTORNEY

May 8, 2024

**VIA US MAIL**

Tommy Long  
Mayor, City of Millersville  
1246 Louisville Highway  
Millersville, Tennessee 37032

Bryant Kroll  
Attorney, City of Millersville  
1246 Louisville Highway  
Millersville, Tennessee 37032

Re: 7515 Bethel Road (Fire Hall)

Dear Mayor Long:

At the request of the Sumner County Health and Emergency Services Committee, this letter is to notify you of concerns the County has been made aware of concerning the fire hall located at 7515 Bethel Road being non-compliant with state fire marshal regulations and codes. The County has been advised that there are potential life safety issues involving the crew quarters for EMS personnel, including, but not limited to, vehicle exhaust areas.

We would like to work with you to rectify these potential issues as soon as possible.

Sincerely yours,

Eric W. Sitler  
Sumner County Law Director



**MINUTES  
LEGISLATIVE COMMITTEE  
JEREMY MANSFIELD, CHAIRMAN  
JUNE 10, 2024**

Present:

Jeremy Mansfield, Chairman  
David Klein, Vice-Chairman  
Shannon Burgdorf  
Merrol N. Hyde, Commission Chairman  
Darrell Rogers

Absent:

Matthew Shoaf  
Jamie Teachenor

Also Present:

John Isbell, County Mayor  
Eric Sitler, Law Director  
Steve Weiner, Staff Attorney  
Jennifer Mitchell, minute taker

Chairman Mansfield brought the regular scheduled Legislative Committee meeting to order with an invocation by Comm. Klein on Monday, June 10, 2024, at 5:34 p.m. Chairman Mansfield declared a quorum present to conduct business.

Chairman Mansfield deferred to Commission Chairman Hyde and County Law Director Eric Sitler to address who would represent the Education Committee at this meeting.

Commission Chairman Hyde explained Mr. Sitler requested he set a term for Chairman and noted that he would present a fair solution at the next full Commission meeting. Comm. Hyde stated Vice-Chairman Burgdorf would represent the Education Committee at this meeting based on Mr. Sitler's advice.

Comm. Becker noted that a committee chairman decision has never gone before full Commission and expressed his concern with quorum at this meeting.

County Law Director Eric Sitler explained the vice-chairman is the interim chairman until noticed and new chairman is elected.

3. Approval of Agenda.

Without objection, Chairman Mansfield added discussion about TVA lines as item 9f.

Comm. Klein moved, seconded by Chairman Mansfield, to approve the agenda as amended. The motion carried unanimously.

4. Approval of minutes of May 13, 2024. Upon motion of Comm. Klein, seconded by Chairman Mansfield, the Committee voted to approve the minutes of May 13, 2024.

### 5. Recognition of the Public.

Chairman Mansfield announced time limit of three minutes for each speaker.

Darlyn Farris of 109 Elissa Drive, Hendersonville spoke to the County taking full ownership of the Hendersonville Library and asked for protection for it to always remain a library.

Connie Ramsey of 260 Flynn Road, Gallatin spoke against one of the current proposed routes for new TVA lines.

Kevin Baigert of 424 AB Wade, Portland spoke in favor of paid parking for the new parking garage.

Charlena Aumiller of 143 Ruland Circle, Hendersonville requested the committee to make clear the minimum lot size for item 10a. She also asked for consideration of giving the Hendersonville Library to Hendersonville.

Bill Duncan of 655 Douglas Lane, Gallatin spoke against one of the current proposed routes for TVA lines.

Laura Baigert of 424 AB Wade Road, Portland spoke to Shackle Island VFD lease and would like for the required insurance policy be provided by the VFD. She also spoke against VFD keeping rental fees and would like to see the money come back to the County.

David Patton of 592A Douglas Lane, Gallatin spoke against one of the current proposed routes for TVA lines and asked for them to consider route #12.

Scott Goodwin of 592C Douglas Lane, Gallatin asked the Commission to approve a resolution encouraging TVA to choose the route with the least impact.

CJ & Karen Clark did not speak

Vasile Stremciuc of 191A Lawrencetown Road, spoke against one of the proposed routes for TVA lines.

Bob Yero of 614 Douglas Lane, Gallatin spoke against one of the proposed TVA routes, supports Hwy. 109 option.

Mary Genung, 1100 Lock 4 Road, Gallatin, County Commissioner spoke against TVA lines in residential areas.

6. Report of the Chairman. No report

7. Report of County Mayor. No report

8. Old Business.

- a. Discussion – Resolution 1504-02 clarifying Ownership, Routine Maintenance, Support Service, and Funding for the Hendersonville Library (Quitclaim Deed – Negative recommendation on the reverter clause from Gen Ops (pages 7-12)).

Chairman Mansfield moved, seconded by Comm. Klein, to discuss. The motion carried unanimously.

County Law Director Eric Sitler explained City of Hendersonville asked for a reverter clause in the contract to state, if not used as a public library, then would revert to current ownership. He further explained the City of Hendersonville paid \$7.7 million of the approximate \$10 million cost for construction of the building, Friends of the Arts and Literature of Sumner County donated the approximate \$3.1 million.

After discussion, Chairman Mansfield asked for item to remain on old business.

- b. Discussion: County Parks and Recreation Board (pages 13-29).

Chairman Mansfield requested to keep on old business.

9. New Business.

- a. Veterans' Service Report and Presentation.

Report in packet.

- b. Discussion: Removal of members from boards and committees (page 32).

Commission Chairman Hyde stated if there is a means to appoint members to the committee, then there needs to be a way of removing someone from a board.

Chairman Mansfield moved, seconded by Comm. Klein, to discuss. The motion carried unanimously.

After discussion, Chairman Mansfield moved, seconded by Comm. Klein, to amend resolution and work with Law Director to add a rule in the standing rules and procedures to clarify for two thirds vote by the Commission to remove a member from a board or committee, no matter the appointing authority. The motion carried unanimously.

Commission Chairman Hyde moved, seconded by Comm. Klein, to approve as amended and forward to full Commission. The motion carried unanimously.

c. Paid Parking and Ownership Parking Deed and Easement (pages 33-55).

Mr. Sittler explained the owner is Sumner County and there are easements to provide 35 allocated spots for the residents of Christian Towers and to provide access/use by Church of Christ for evenings and weekends.

After discussion, Chairman Mansfield moved, seconded by Commission Chairman Hyde, to move to the Budget Committee. The motion carried unanimously.

d. New Shackle Island Volunteer Fire Department Lease (pages 56-69).

Chairman Mansfield moved, seconded by Comm. Klein, to discuss. The motion carried unanimously.

After discussion, Commission Chairman Hyde moved, seconded by Chairman Mansfield, to strike last sentence of paragraph 29. The motion carried unanimously.

e. Election Commission lawsuit update/Executive Session.

The Committee entered an Executive Session at 7:02 p.m., the meeting reconvened at 7:15 p.m.

Commission Chairman Hyde moved, seconded by Chairman Mansfield, to establish a committee, to be appointed by the Commission Chairman to consist of commission members and/or general public members, to negotiate with the Election Commission. The motion carried unanimously.

f. Discussion of proposed route for TVA lines.

Chairman Mansfield moved, seconded by Commission Chairman Hyde, to prepare a resolution to ask TVA to take least invasive route and forward to full Commission. The motion carried unanimously.

10. Zoning.

- a. Planning Commission Resolution 2024-01: Amending Chapters 3 and 4 of the County Zoning Resolution to create a new Rural Preservation (RP) zoning district, establishing said district's purpose, bulk, yard, and density regulations; amending Chapter 13 of the County Zoning Resolution to establish requirements for nonconforming platted lots in the RP and RR zones; amending Chapter 14 of the County Zoning Resolution related to Family Subdivisions; amending Appendix A and B of the County Zoning Resolution to make provisions for Family Subdivisions and for the RP district's allowable uses; making other minor revisions to reflect RP district; and amending the County's Official Zoning Map to reflect RP district's boundaries, which encompass areas outside existing Urban Growth Boundaries and within the "Rural" Character Area shown on the County's Comprehensive Plan.

The Sumner County Regional Planning Commission forwarded a POSITIVE recommendation related to this item on May 21, 2024. (First Reading) (pages 70-93).

- b. Planning Commission Resolution 2024-02: Amending Chapter 2 and Appendix B of the County Zoning Resolution related to wind turbine and solar panel farms, data processing facilities, battery and energy storage products; amending Chapter 9 of the County Zoning Resolution related to adequate public facilities for Planned Unit Developments; amending Chapter 11 of the County Zoning Resolution related to retaining walls, plot plan requirements, and dwelling units; Amending Chapter 14 of the County Zoning Resolution related to Common Review Procedures and Zoning Compliance Forms; and making amendments throughout clarifying recent departmental name changes.

The Sumner County Regional Planning Commission forwarded a POSITIVE recommendation related to this item on May 21, 2024. (First Reading) (pages 94-126).

- c. CRAIN SCOTTY PARKER PUD – Rezoning – Jared Crain, represented by GreenLID Design – 4<sup>th</sup> Commission Voting District (Dillon Lamberth) – Applicant is seeking to rezone subject property from Rural Residential (RR) to Planned Unit Development (PUD) for the purpose of constructing and operating Construction Sales and Services uses upon the subject property. Subject property is located at Scotty Parker Road, Gallatin, TN, 37066, is on Tax Map 092, Parcel 057.00, contains 41.37 acres and is Zoned Rural Residential (RR).

The Sumner County Regional Planning Commission forwarded a POSITIVE recommendation related to this item on May 21, 2024. (First Reading) (pages 127-128).

- d. LEWIS HEAD Commercial Plaza PUD – MAJOR PLAN AMENDMENT #1 – Lewis Head, represented by 615 Design Group – 4<sup>th</sup> Commission Voting District (Dillon Lamberth) – Applicant is seeking a Major Plan Amendment of an existing PUD, for the purpose of modifying proposed building layout. Proposed uses comply with existing entitlements. Subject property is located at 135 W. Roberts Road, Portland, TN, 37148, is Tax Map 072, Parcel 035.06, contains 5.05 acres and is zoned Planned Unit Development (PUD).

The Sumner County Regional Planning Commission forwarded a NEGATIVE recommendation related to this item on May 21, 2024. (First Reading) (pages 129-130).

12. Adjournment. Chairman Mansfield declared the meeting adjourned at 7:21 p.m. upon motion of Comm. Klein and seconded by Comm. Burgdorf.

Prepared by Jennifer Mitchell

## LEGISLATIVE

6-10-24

NAME	ADDRESS	TOPIC
✓ Danyln Farris	109 Elissa Dr.	Library
✓ Connie Farnsey	260 Flynn Rd	TVA Proposal
✓ Kevin Briggs	424 AB Wade Rd	PAID PARKING + SHACKLE ISLAND FILL
✓ Charlene Amundson	143 Pulaski Cr (Hulk)	Marion to zoning
✓ Bill Duncan	655 Douglas Ln	Road & electric
✓ Jonica Duncan	655 Douglas	"same"
✓ Laura Burgett	424 AB Wade Rd	SI Fire Hall
✓ David Patten	592A Douglas Ln	TVA Power lines
✓ Scott Goodwin	592 C Douglas Lane	TVA Power Lines
✓ W + KAREN CLARK	219 FLYNN RD	TVA LINES
✓ VASICE STREMLIČIČ	191 A LAWRENCE TOWN RD	TVA POWER LINES
✓ Bob Yero	614 DOUGLAS LN	TVA "

**PROJECT EXPENDITURES  
GENERAL FUND**

**LIBRARY CONSTRUCTION**

	FUND	AMOUNT	FISCAL YEAR	DATE OF CHECK	CHECK NUMBER	ACCT. CODE	GEN FUND PROJECT BALANCE	PURPOSE
ORDINANCE 2008-24 PASSED 01-27-2009	GEN	706,636.62	2009			110-43966-935	706,636.62	
<b>TOTAL</b>		706,636.62				<b>TOTAL</b>	706,636.62	
<b>EXPENDITURES</b>								
HARDAWAY CONSTRUCTION CORP.	110		570,832.50	✓			135,804.12	APPL. 11F, 12, 13, 14, 15, 16, 18
HARDAWAY CONSTRUCTION CORP.	110		525.00	✓			135,279.12	REPAIR TOILET & LATCH ON DUMPS
HARDAWAY CONSTRUCTION CORP.	110		5,489.24	✓			129,789.88	APPLICATION #14
							129,789.88	
							129,789.88	
							129,789.88	
							129,789.88	
							129,789.88	
<b>OPEN PURCHASE ORDER BALANCES</b>								
<b>TOTALS</b>		706,636.62	576,846.74				129,789.88	



PROJECT EXPENDITURES  
318 FUND -3,977,000 MIL - SERIES 2006

CONSTRUCTION OF LIBRARY

ORD. YEAR	DESCRIPTION	FUND	AMOUNT APPROPRIATED	318 FUND ENCUMBRANCES		FISCAL YEAR 2007	FISCAL YEAR 2008	FISCAL YEAR TOTAL	DATE OF CHECK	CHECK NUMBER	ACCT. CODE	314 FUND	
				318	314							PROJECT BALANCE	DESCRIPTION
ORD. 2006-27 PASSED 07-25-2006		318	2,960,000.00								318-43966-935	2,960,000.00	
ORD. 2008-24 PASSED 01-27-2009		318	138,500.42								318-43966-935	138,500.42	
											TOTAL APPROPRIATED	3,098,500.42	
<b>EXPENDITURES</b>													
	LIBRARY PLANNING ASSOC. INC.	318				5,000.00		5,000.00	03-09-2007	063919	318-43966-935	3,098,500.42	INITIAL INVOICE- CONSULTANT
	HARDWAY CONSTRUCTION P.O. 318-1664 3/1/07	318				33,816.30		33,816.30	04-04-2007	064256	318-43966-935	3,059,684.12	INVOICE 1 - DESIGN
	HARDWAY CONSTRUCTION P.O. 318-1664 3/1/07	318				47,012.70		47,012.70	05-11-2007	064712	318-43966-935	3,012,671.42	INVOICE 2 - DESIGN
	HARDWAY CONSTRUCTION P.O. 318-1664 3/1/07	318				63,962.00		63,962.00	06-20-2007	065194	318-43966-935	2,948,709.42	INVOICE 3 - DESIGN
	LIBRARY PLANNING ASSOC., INC. P.O. 318-1665 3/1/07	318				20,000.00		20,000.00	07-13-2007	065408	318-43966-935-318-27600	2,928,709.42	INVOICE 2007-2 & INVOICE 2007-3
	HARDWAY CONSTRUCTION P.O. 318-1664 3/1/07	318				101,648.00		101,648.00	08-06-2007	065674	318-43966-935-318-27600	2,827,061.42	INVOICE 5 - DESIGN
	HARDWAY CONSTRUCTION P.O. 318-1664 3/1/07	318				232,073.66		232,073.66	10-05-2007	66522	318-43966-935-318-27600	2,594,987.76	INVOICE 7 - DESIGN
	HARDWAY CONSTRUCTION P.O. 318-1664 3/1/07	318				21,487.34		21,487.34	10-25-2007	66723	318-43966-935-318-27600	2,573,500.42	INVOICE 4 - DESIGN
	HARDWAY CONSTRUCTION	318				145,584.66		145,584.66	10-25-2007	66723	318-43966-935	2,427,915.76	INVOICE 4 & 6 DESIGN
	HARDWAY CONSTRUCTION	318				22,018.00		22,018.00	11-15-2007	66986	318-43966-935	2,405,897.76	INVOICE 8 DESIGN
	HARDWAY CONSTRUCTION	318				521,550.88		521,550.88	11-30-2007	67107	318-43966-935	1,884,346.88	APPLICATION 2 & 3
	HARDWAY CONSTRUCTION	318				19,842.00		19,842.00	12-14-2007	67275	318-43966-935	1,864,504.88	INVOICE 9 DESIGN
	HARDWAY CONSTRUCTION	318				402,306.96		402,306.96	01-11-2008	67606	318-43966-935	1,462,197.92	CONSTRUCTION
	HARDWAY CONSTRUCTION	318				682,179.80		682,179.80	01-31-2008	67820	318-43966-935	780,018.12	INVOICE #5
	PINNACLE BANK, ESCROW AGENT	318				47,607.70		47,607.70	01-31-2008	67821	318-43966-935	716,770.42	RETAINAGE ON LIBRARY
	HARDWAY CONSTRUCTION	318				15,640.00		15,640.00	01-31-2008	67822	318-43966-935	716,770.42	INVOICE #10
	HARDWAY CONSTRUCTION	318				391,064.50		391,064.50	03-14-2008	68335	318-43966-935	325,705.92	APPLICATION #6
	HARDWAY CONSTRUCTION	318				12,950.50		12,950.50	03-14-2008	68336	318-43966-935	312,755.42	RETAINAGE - APPLICATION #6
	HARDWAY CONSTRUCTION	318				25,341.00		25,341.00	03-14-2008	68337	318-43966-935	287,414.42	INVOICE #11 AND #12
	HARDWAY CONSTRUCTION	318				49,317.94		49,317.94	04-11-2008	68693	318-43966-935	238,096.48	INVOICE #7
	HAWORTH, INC. 318-1748	318				9,158.83		9,158.83	08-14-2008	70316	318-43966-935-318-27600	228,937.65	LIBRARY FURNISHINGS
	HAWORTH, INC. 318-1748	318				40,306.04		40,306.04	08-28-2008	70507	318-43966-935-318-27600	188,631.61	LIBRARY FURNISHINGS
	NATIONAL OFFICE PO 318-1746 03/28/2008	318				42,888.80		42,888.80	08-28-2008	70508	318-43966-935-318-27600	145,742.81	LIBRARY FURNISHINGS
	HARDWAY CONSTRUCTION	318				138,500.42		138,500.42	01-29-2009	72396	318-43966-935	7,242.39	APPLICATION #11E
<b>OPEN PURCHASE ORDER BALANCES</b>													
	NATIONAL OFFICE PO 318-1746 03/28/2008	318				0.00		0.00					
	HON PO 318-1747 03/28/2008	318				1,280.75		1,280.75					
	HAWORTH, INC. 318-1748	318				5,961.64		5,961.64					
<b>TOTALS</b>						<b>0.00</b>		<b>2,848,709.42</b>				<b>0.00</b>	

PROJECT EXPENDITURES  
176 FUND - LIBRARY

CONSTRUCTION OF LIBRARY

FUND	AMOUNT APPROPRIATED	FUND	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	DATE OF CHECK	CHECK NUMBER	ACCT CODE	314 FUND PROJECT BALANCE	DESCRIPTION
318	0.00												
EXPENDITURES													
176		HARDWAY CONSTRUCTION CORP	420,296.68					04-11-2008	56851	176-43966-935		(420,296.68)	INVOICE #7
176		PINNACLE BANK ESCROW AGENT	20,612.38					04-11-2008	56852	176-43966-935		(440,909.06)	RETAINAGE
176		HARDWAY CONSTRUCTION CORP	686,044.61					04-18-2008	56793	176-43966-935		(1,128,953.67)	APPLICATION #6
176		PINNACLE BANK ESCROW AGENT	30,344.39					04-18-2008	56794	176-43966-935		(1,157,298.06)	RETAINAGE
176		HARDWAY CONSTRUCTION CORP	12,768.00					04-30-2008	56828	176-43966-935		(1,170,066.06)	INVOICE #13
176		PINNACLE BANK ESCROW AGENT	669,091.71					05-03-2008	60555	176-43966-935		(2,039,157.77)	APPLICATION #9
176		HARDWAY CONSTRUCTION CORP	33,754.29					05-09-2008	60560	176-43966-935		(2,072,912.06)	RETAINAGE
176		PINNACLE BANK ESCROW AGENT	838,962.92					07-11-2008	69842	176-43966-935		(2,911,874.96)	APPLICATION #10
176		HARDWAY CONSTRUCTION CORP	35,730.64					07-25-2008	70013	176-43966-935		(2,947,605.62)	RETAINAGE APPLICATION #10
176		HARDWAY CONSTRUCTION CORP	59,413.44					07-25-2008	70014	176-43966-935		(3,041,019.06)	APPLICATION #10 BALANCE DUE
176		HARDWAY CONSTRUCTION CORP	456,544.47					08-21-2008	70401	176-43966-935		(3,497,563.53)	INVOICE #17
176		INDIAN LAKE VILLAGE, LLC	300,000.00					08-28-2008	70506	176-43966-935		(3,797,563.53)	APPLICATION #11
176		LARRY D. ALLEN	990,000.00					09-04-2008	70579	176-43966-935		(3,798,563.53)	CLEARING PROPERTY
176		U-HAUL	27,981.00					09-11-2008	70664	176-43966-935		(3,798,591.41)	REIMBURSE SUPPLIES FOR LIBRARY
176		CREATIVE ALARMS, INC.	538.20					09-25-2008	70894	176-43966-935		(3,798,119.61)	BOXES FOR LIBRARY MOVE
176		HARDWAY CONSTRUCTION CORP	250.00					10-02-2008	70988	176-43966-935		(3,798,369.61)	CONNECT SECURITY & FIRE ALARM
176		INTL SYSTEMS OF AMERICA, INC.	164.00					10-02-2008	70989	176-43966-935		(3,798,533.61)	KEYS LOCKS
176		HARDWAY CONSTRUCTION CORP	135,000.00					10-02-2008	70990	176-43966-935		(3,934,533.61)	APPLICATION #11 PARTIAL PAY
176		PENSKE TRUCK LEASING CO	275.00					10-02-2008	70991	176-43966-935		(3,934,808.61)	SERVICE AT LIBRARY
176		SWANBELT RENTALS INC.	1,639.22					10-02-2008	70992	176-43966-935		(3,936,447.83)	TRUCK RENTAL
176		LOWE'S INC.	1,010.00					10-02-2008	70993	176-43966-935		(3,937,457.83)	PALLET TRUCK
176		CREATIVE ALARMS, INC.	438.30					10-09-2008	71086	176-43966-935		(3,937,896.13)	MISCELLANEOUS EXPENSES
176		HVILLE LOCK & KEY	75.00					10-16-2008	71163	176-43966-935		(3,937,971.13)	DIGITAL MONITORING
176		OFFICE DEPOT, INC.	439.50					10-16-2008	71164	176-43966-935		(3,938,410.63)	LOCKS REKEYED
176		INTL SYSTEMS OF AMERICA, INC	59.99					10-16-2008	71165	176-43966-935		(3,938,470.62)	ROUTER
176		GOVERNMENT COMMUNICATIONS INC	155.00					11-06-2008	71245	176-43966-935		(3,938,628.07)	ALARM SERVICE CALL
176		INTL SYSTEMS OF AMERICA, INC	203.43					11-06-2008	71431	176-43966-935		(3,938,831.51)	LABOR
176		LOWE'S INC.	135.00					11-06-2008	71432	176-43966-935		(3,938,984.07)	SEED EROSION BLANKET
176		DICKRENE TURFLANDSCAPE SUPPLY	112.50					11-12-2008	71517	176-43966-935		(3,939,211.57)	SEED EROSION BLANKET
176		INTL SYSTEMS OF AMERICA, INC.	115.00					11-26-2008	71532	176-43966-935		(3,940,052.00)	ALARM MAINTENANCE
176		HARDWAY CONSTRUCTION CORP	841.03					12-11-2008	71863	176-43966-935		(3,940,052.00)	ALARM MAINTENANCE
176		CURTIS BUILDERS, LLC	19,122.40					12-11-2008	71988	176-43966-935		(3,959,175.00)	PARTIAL PAY APP #11
176		HARDWAY CONSTRUCTION CORP	28,014.35					01-16-2009	72242	176-43966-935		(3,959,300.00)	SVC CALL ELEVATOR
176		HARDWAY CONSTRUCTION CORP	25,000.65					01-16-2009	72242	176-43966-935		(4,012,345.00)	PHASE II BICYCLE/PEDESTRIAN TRAN
176		HARDWAY CONSTRUCTION CORP	17,862.96					01-29-2009	72395	176-43966-935		(4,030,207.96)	APPLICATION 11D
OPEN PURCHASE ORDER BALANCES													
TOTALS												4,030,207.96	

**MINUTES  
LEGISLATIVE COMMITTEE  
JEREMY MANSFIELD, CHAIRMAN  
JUNE 24, 2024**

Present:

Jeremy Mansfield, Chairman  
David Klein, Vice-Chairman  
Shannon Burgdorf  
Merrol N. Hyde, Commission Chairman  
Darrell Rogers  
Matthew Shoaf  
Jamie Teachenor

Also Present:

John Isbell, County Mayor  
Eric Sitler, Law Director  
Jennifer Mitchell, minute taker

Chairman Mansfield brought the special called Legislative Committee meeting to order with an invocation by Commission Chairman Hyde on Monday, June 24, 2024, at 10:00 a.m. Chairman Mansfield declared a quorum present to conduct business.

3. Approval of Agenda.

Comm. Shoaf moved, seconded by Comm. Teachenor, to approve the agenda. The motion carried unanimously.

4. Recognition of the Public.

Kay Brooks of 123 Trousdale, Hendersonville spoke against the removal of Comm. Brown as Chairman of the Education Committee. She spoke in favor of the committee being able to remove without Commission approval but should require proper notice and discussion with a recorded vote.

5. Old Business.

6. New Business.

- a. Debate and take action on modification to the Standing Rules and Procedures of the Sumner County Commission.

Comm. Teachenor moved, seconded by Comm. Klein, to discuss. The motion carried unanimously.

Chairman Mansfield opened discussion and explained Commission Chairman Hyde asked him to call the meeting to discuss modifying the Standing Rules and Procedures to address removal of a committee chairman. He noted Law Director Eric Sitler's opinion which was emailed is provided and attached. He went on to present his suggestions which are attached.

Comm. Shoaf moved, seconded by Comm. Rogers, to amend Chairman Mansfield's suggested changes to insert the following language to number one to read as follows: "The election of Chairman and Vice Chair shall occur immediately upon formation of the committee, subject to being placed on an agenda with adequate public notice." County Law Director Eric Sitler advised against to avoid conflict. Comm. Shoaf withdrew his amendment, Comm. Rogers agreed to remove his second.

After discussion, Comm. Shoaf moved, seconded by Comm. Klein, to amend suggested item II.D.iv.3. to add to the end "Should the Committee vote to remove Chair or Vice Chair the Committee shall elect a new Chair or Vice Chair subject to II.D.iv.1."

After further discussion, Comm. Rogers moved, seconded by Comm. Klein, to call for question. The Committee voted (6-1-0) to call for question. Comm. Teachenor voted against.

The Committee voted unanimously to approve the above stated amendment.

After continued discussion, Commission Chairman Hyde moved, seconded by Comm. Teachenor, to amend to add new number four to allow a chair or vice chair who has been removed to make an appeal to full Commission for a vote to confirm or deny the action taken by the Committee with no debate.

Comm. Shoaf moved, seconded by Comm. Rogers, to call for question. The Committee voted (5-2-0) to approve the call for question. Chairman Mansfield and Comm. Teachenor voted against.

The Committee voted (6-1-0) to approve the above stated amendment. Comm. Rogers voted against.

Comm. Shoaf moved, seconded by Chairman Mansfield, to amend II.D.iv.2. to add "terms" after (1) year. The motion carried unanimously.

Comm. Shoaf moved, seconded by Comm. Teachenor, to amend II.D.iv.3. to strike "The Committee may" and add "The chair and vice chair shall serve unless The Committee,". The motion carried unanimously.

Comm. Shoaf moved, seconded by Comm. Rogers, to approve the suggested changes as amended. The Committee voted unanimously to approve the changes as amended. The motion carried unanimously.

12. Adjournment. Chairman Mansfield declared the meeting adjourned at 11:27 a.m. upon motion of Comm. Shoaf and seconded by Comm. Rogers.

PUBLIC COMMENTS LEGISLATIVE 6-24-24

NAME


ADDRESS

Kay Greer

123 Townsend Hill

## MEMORANDUM

**To:** Sumner County Commission

**From:** Eric Sittler, Sumner County Law Director 

**Date:** June 4, 2024

**Re:** Purported Removal of Chairman Brown from Education Committee on 6/3/24

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Yesterday evening, the Education Committee considered a motion to remove Chairman Brown and replace him with Commissioner Becker. It is the opinion of this office that various aspects of the committee's handling of this matter were not in accordance with the Standing Rules and Procedures of the Sumner County Commission. Please see below for an analysis of the applicable rules and proposed solution.

The Standing Rules for Committees can be found at Article II, Section D. These rules provide for the election of a Chairman and Vice-Chairman at the initial meeting. *See Sumner County Standing Rules and Procedures ("SRP") II(D)(iv)*. The term of the Chairman is not stated explicitly in the rules, but it historically has been coterminous with the one year member term in II(D)(ii) and, in the absence of any rule to the contrary, is the accepted practice of the Commission. It is the recommendation of this office that the term of the Chairman be reflected in the Standing Rules. There is no mechanism in the SRP to remove a chairman from office. Since there is no mechanism in the SRP to remove a chairman from office, the SRP states that Roberts Rules of Order, Latest Edition ("RR") shall govern all matters not addressed by the SRP. *See SRP IV(C)*.

Robert's Rules deals with permanent removal of a chairman (or other officer) at Section 62:16. There are two ways an officer may be removed. First, if the bylaws provide "that officers shall serve for X years **or** until their successors are elected," such officer may be removed by two-thirds vote of the body when there was no prior notice of such action and, in the event of prior notice of such action, a majority vote, or a majority vote of the entire membership of the body. The second part of the sentence above dealing with a majority vote with notice would apply only if less than the full body is present.

The second method of removal applies to a chairman (or other officer) serving a fixed term or if the term lasts "for X years **and** until their successors are elected." Under these circumstances, an officer may only be removed for cause. Cause means neglect of duty in office or misconduct. An investigative committee must be appointed to investigate and try the matter pursuant to Rule 63. The method recommended by this office is referral to the Ethics Committee since that body already exists to handle such matters, however, Robert's Rules would allow the Committee itself to appoint its own investigative committee.

The initial issue in resolving the issue of chairman removal is the lack of clarity in the SRP concerning the Chairman's term. While it is the historical practice of the Sumner County

Commission to retain chairmen of the standing committees for one year coterminous with the body's membership, this is not explicitly stated in the SRP. Ultimately, a decision from the Commission Chairman would be required to resolve the matter of committee chairmen term in the absence of clarity in the SRP on the subject. See *SRP IV(E)*.

Once the initial issue of the committee chairman's term is resolved, the related issue of deciding which aspect of Section 62:16 to follow will likewise then be resolved and the procedure for whatever appropriate action would then need to take place.

Another aspect of Robert's Rules to consider would be filling the vacancy of a chairman after removal. Footnote 6 in Section 62:16 expressly deals with this issue in stating that notice must be given for appointing a new chairmen unless prior advance notice of the removal action and appointment was given. This is in keeping with Section 32:7 of Robert's Rules dealing with vacancies. Even if we were to assume the removal of Chairman Brown is valid, the proper procedure would be to give notice that a new chairman would be elected at a subsequent meeting and in the meantime, the vice-chairman, Shannon Burgdorf, would be interim chairman. Since there was no advance notice of the action taken, it is the opinion of this office that there are no set of valid circumstances in which Commissioner Becker is the current chairman of the Education Committee.

The advised course of action would be to refer this matter to Chairman Hyde in keeping with Rule IV(E) for a ruling on the structure of committee chairmen terms. Once Chairman Hyde reaches a decision on chairmen terms, we advise he will then need to then decide which aspect of Section 62:16 would apply. In the interim, Chairman Brown would remain chairman until final resolution of this issue, unless he were to stand aside pending the outcome of the proceedings, in which case, Vice-Chairman Burgdorf would take over as interim. This office will continue to recognize Chairman Brown until such time as he steps aside or this issue is resolved by his removal in accordance with the procedures set forth above. If Chairman Hyde instructs our office to proceed contrary to this opinion, then we will proceed as directed.

#### SOURCES FOR THIS MEMO:

Sumner County Commission Standing Rules and Procedures, current version

Robert's Rules of Order, 12<sup>th</sup> Edition

## II. ORGANIZATION OF THE COMMISSION

### D. Committees

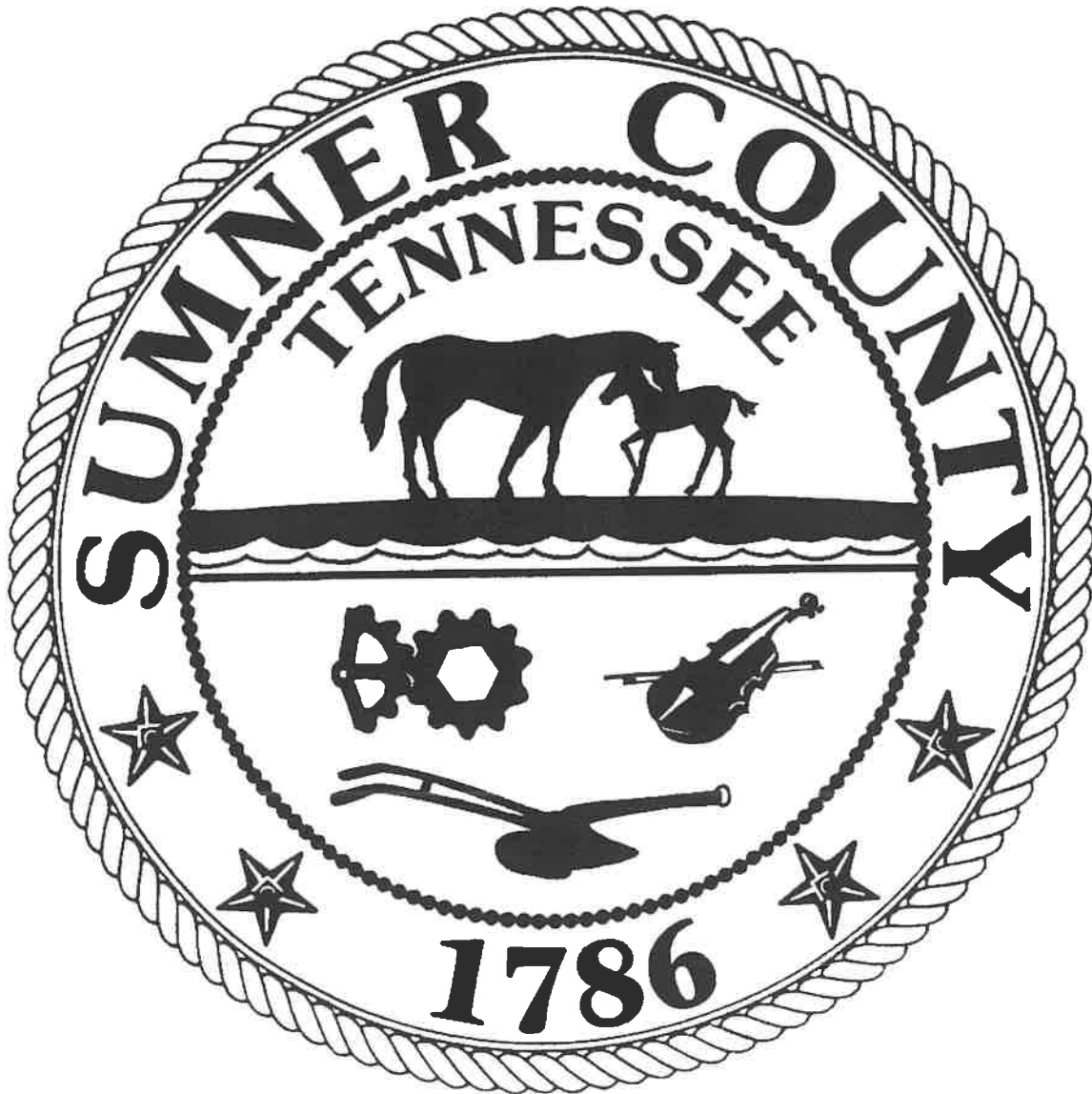
#### iv. Committee Officers

1. The election of Chairman and Vice Chair shall occur subject to being placed on an agenda with adequate public notice. [added July 29, 2024]
2. The Committee Chairman and Vice-Chair appointments shall be for one (1) year except in the case of Committees, Sub-Committees, Boards, or Commissions whose by-laws, statutes, or private acts require otherwise. [added July 29, 2024]
3. The Committee may, after no less than 90 days from the date of the beginning of service in said capacity, with no less than a two-thirds (2/3rds) majority vote of the Committee, remove the Chairman or Vice Chair for cause, with such cause to be determined by no less than a two-thirds (2/3rds) majority vote of the Committee, unless otherwise provided by state law. [added July 29, 2024]



**Sumner County  
Board of County Commissioners**

**Standing Rules and Procedures**



Adopted September 1, 2022 & updated October 17, 2022 and May 20, 2024

## **STANDING RULES AND PROCEDURES SUMNER COUNTY BOARD OF COUNTY COMMISSIONERS**

### **Preamble**

We, the Sumner County Board of Commissioners as the legislative branch of Sumner County, recognize that all powers are reserved by the citizens of this county. In order to perfect the operation of our County government, to ensure that it is just, orderly, efficient, cost-effective and most importantly reflective of the Judeo-Christian values inherent in our nation's founding, as well as responsive and transparent to the people of Sumner County, our goal in serving the citizens of Sumner County is to exceed the requirements established in Tennessee state law and do hereby adopt these Standing Rules and Procedures.

### **I. COMMISSION MEETINGS**

- A. Regular Meetings:** The Commission shall convene on the third Monday of each month at 7:00 p.m. at the Sumner County Administration Building. Meeting time and location may be changed by a majority vote of the Commission, and appropriate, legal, public notice of such changes shall be given.
- B. Quorum and Attendance**
  - i. A quorum for the transaction of business shall be a majority of all the duly elected and acting members of the county legislative body, and not simply a majority of those in attendance. A vacancy would not be counted in determining the required majority.
  - ii. Commissioners who anticipate an absence from a Commission meeting shall attempt to notify the Commission Chair in advance of such absence. *Such absences will be announced to the public by the Commission Chair and made part of the public record. [added Sept. 1, 2022]*
- C. Order of Business**
  - i. **Call to Order** by the Commission Chair
  - ii. The **Commission declared open** by the Sheriff
  - iii. **Invocation**
  - iv. **Pledge of Allegiance**
  - v. **Roll call** by County Clerk
  - vi. **Approval of the Regular Agenda**
    - 1. Agenda items may be added, deleted, reordered, rearranged, or amended prior to the approval of the Agenda if such changes are approved by a majority vote of the Commission. [edited October 17, 2022]
    - 2. Items may be moved from the Regular Agenda to the Consent Agenda by unanimous vote of the Commission. Any one Commissioner may move an item from the Consent Agenda to the Regular Agenda prior to the approval thereof. *Any appropriation from the budget Committee authorizing an expenditure in excess of \$25,000.00 must be considered by a vote of this body during the regular agenda and not be placed upon the consent agenda. [added 11/21/16]*
    - 3. Once added to the Agenda, new items shall be considered to be a part of the Agenda, as originally distributed. Disposition of such items shall require the same voting majorities as hereinafter provided, as if they had appeared on the printed and distributed Agenda.
  - vii. **Approval of the Minutes**

**viii. Recognition of the Public**

1. **Addressing the Commission:** The public may address the Commission concerning any matter on the Agenda as approved for the current meeting of the Commission.
2. **Signing up to speak:** The signup sheet for public comment shall be placed in the Commission Chambers on the podium by noon on the day of a Commission meeting *and will be available until the start of the meeting. Any person wishing to speak must personally sign the sheet, including their full name, address, and agenda topic they want to speak about. [added Sept. 1, 2022, edited October 17, 2022]*
3. **Limitations:** To maintain the professional and civil decorum of Commission meetings, citizens should direct their comments to the Chair and refrain from threats, inflammatory, or offensive comments concerning any Commissioner, other government officials or employees, or other citizens. No Citizen shall direct remarks or comments directly to Commissioners or call the name of a Commissioner. Notwithstanding such limitation, as this paragraph is a restraint on a citizen's speech, such shall be strictly construed to limit comments and this paragraph shall not be used to exclude speech, comments or complaints which a Commissioner or any other individual may find to be critical, insulting, inaccurate, accusatory, argumentative, emotional or otherwise objectionable based primarily on the content of the speech, comment or complaint. The term "inflammatory or offensive comments" is limited to speech or language which contains cursing, inappropriate sexual references, name calling, yelling, racial slurs or any other speech or language which is blatantly designed to be a public, personal attack as opposed to a genuine complaint or concern. In the discretion of the Chair, if a citizen's speech or language becomes offensive or inflammatory, the Chair shall immediately suspend the citizen's comments and advise the citizen specifically of the inappropriate nature of the citizen's comments and an admonition that failure to correct his or her speech will result in the citizen's comment being prematurely concluded. Should the Chair determine that a citizen does not sufficiently respond to the Chair's direction, the Chair may stop the citizen's comments and require the citizen to return to his/her seat. [edited Sept. 1, 2022]
4. **Time limit:** The Commission Chair is authorized to impose a time limit of five (5) minutes per speaker during public comment.
5. **Public Decorum:** Placards, signs, or any other means of disruption are not allowed in the chambers. [added Sept. 1, 2022]
6. In addition to recording in the minutes the name and address of the citizen(s) making a public comment, the minutes shall reflect the position of the citizen. [added Sept. 1, 2022, edited October 17, 2022]
7. Commissioners shall remain quiet and attentive during public comments. [added Sept. 1, 2022, edited October 17, 2022]

**ix. Reports of the Chair**

1. Announcements from the Chair
2. Presentations
3. Consent Agenda: Only items that are noncontroversial may be placed on the Consent Agenda. All items on the Consent Agenda shall be considered and voted on together. If any item on the Consent Agenda

Adopted 9/01/2022; Amended 10/17/2022, 5/20/2024  
requires approval by a two-thirds (2/3rds) majority vote, then the Consent Agenda must be approved by a two-thirds (2/3rds) majority vote. If a two-thirds (2/3rds) majority vote is required and the Consent Agenda is not approved by such vote, each item on the Consent Agenda shall then be separately considered and voted upon.

**x. Reports of the County Officials**

1. Written reports to be filed by county officials
2. Notary applications
3. Correspondence

**xi. Reports of Standing Committees (and action on recommendations)**

1. Committee on Committees
2. Education Committee
3. Highway Commission
4. General Operations Committee
5. Emergency Services Committee
6. Legislative Committee
7. Budget Committee
8. Other Reports

**xii. New Business**

**xiii. Adjournment**

**II. ORGANIZATION OF THE COMMISSION**

**A. The Commission Chair**

**i. The Commission Chair shall:**

1. Be elected annually in the first Commission meeting held after August 1st, except in Commission election years where the Commission Chair shall be elected in September *and shall be the first order of business on the agenda after the swearing in ceremony. [added Sept. 1, 2022]*
2. Preserve order and decorum, enforce these Rules, and oversee the operation of the Commission to ensure the expeditious and orderly conduct of its business.
3. Be consulted and resolve any questions concerning the preparation of the Agenda.
4. Sign the Agenda to indicate approval thereof before distribution by the Clerk.
5. Serve as a voting member of the Legislative Committee. In addition to this Committee, the Commission Chair shall be a voting member of such Committees, Sub-Committees, Boards, or Commissions to which s/he is hereinafter named as a member. The Commission Chair shall also serve as a non-voting, ex officio member of all other Standing Committees, Sub-Committees, and Boards created by the Commission.
6. The Chair will endeavor to see that all Agenda items, procedures or actions taken by the Commission are properly explained to the public during the meeting by an appropriate member. [added Sept. 1, 2022]

**ii. The Commission Chair may:**

1. Call special meetings of the Commission and appropriate, legal, public notice thereof shall be given.
2. Answer questions and give explanations of issues from the Chair. However, before speaking in favor of or in opposition to any questions

before the Commission, the Commission Chair must yield the Chair to the Commission Chair Pro Tempore.

3. Represent the Commission in presentations, recognitions, and public events.
4. Vote on all matters coming before the Commission, except if the Commission Chair is the County Mayor, then s/he may vote only in the case of a tie.

**B. The Commission Chair Pro Tempore [edited Sept. 1, 2022]**

**i. The Commission Chair Pro Tempore shall:**

1. Be elected annually in the first Commission meeting held after August 1st, except in Commission election years where the Commission Chair Pro Tempore shall be elected in September and shall be the second order of business on the agenda after the swearing in ceremony.
2. Fulfill the duties of the Commission Chair in the event of absence, inability to serve, or if the Commission Chair must yield his/her chair to debate and issue.

**ii. Should the Commission Chair permanently yield the Chair, the Commission Chair Pro Tempore shall serve as Commission Chair only until such time as the Commission elects a new Chair.**

**C. The Clerk**

**i. The County Clerk serves as the Clerk for the Commission.**

**ii. The Clerk shall:**

1. Call the roll of the Commission when requested by the Commission Chair.
2. Maintain complete and accurate minutes of the proceedings of the Commission. Copies of these minutes shall be published electronically.
3. Assist in execution of votes on motions at Commission meetings.
4. Prepare an Agenda for consideration by the Commission – subject to approval by the Commission Chair.
5. Provide secretarial or clerical assistance to Commissioners when required for the performance of their official duties.
6. Provide notices of meeting, hearings, and other scheduled activities of the Commission to the Commissioners, the press, and the public.
7. Maintain copy of minutes of meetings of all Committees, Sub-Committees, and Boards of the Commission. [edited October 17, 2022]

**D. Committees**

**i. Election**

1. Annually, no later than at its September meeting, the Commission shall elect members to serve on all Standing Committees except the Committee on Committees.
2. The Committee on Committees shall nominate members for each Committee. Nominations will also be accepted from the floor prior to any Committee election.
3. In Commission election years, the Commission Chair may arrange the slate of Commissioners to be considered for election to the several Committees.

- ii. Member Terms:** All Committee appointments shall be for one (1) year except in the case of Committees, Sub-Committees, Boards, or Commissions whose by-laws, statutes, or private acts require otherwise.
- iii. Time and Place:** At the initial meeting of a committee, members shall set a time and place for its regular meetings. The Clerk shall be immediately advised of the regular meeting time and place of such meetings.
- iv. Committee Officers:** Upon election, the members of the Committee shall meet for the election of a Chair and a Vice-Chair.
1. The Committee Chair shall conduct Committee meetings, maintain decorum, and oversee the activities of the Committee to ensure the expeditious and orderly conduct of its business; call special meetings of a Committee when required, and notify each Committee member and the Commission Chair of the meeting; work to prepare the Agenda for the meetings of the Committee; report to the County Commission resolutions that are recommended by the Committee.
  2. The Vice-Chair shall perform the duties of the Committee Chair in their absence.
  3. In the event that the Committee Chair and Vice-Chair are not available, the Committee shall elect an acting Chair from the members for that meeting by a majority vote of those members present.
  4. Committee Officers will ensure that all meetings are recorded with portable audio/visual equipment ("A/V equipment") or permanently mounted A/V equipment, including but not limited to audio and video recordings. [added Sept. 1, 2022]
  5. Any Committee Officer who fails to record a meeting, other than reasons for equipment malfunction or failure, for two (2) consecutive Committee meetings may be permanently removed from the Committee and replaced with another Commissioner by the Committee on Committees from those who express in writing an interest in serving on the Committee. *For a commissioner to be removed from a committee under this section the full commission must approve the recommendation from the Committee on Committees.* [added Sept. 1, 2022, edited October, 17, 2022]
  6. At each meeting of the Commission, the Chair of each Committee shall report to the Commission from his/her seat in the form of a recommendation any proposed resolutions of that Committee.
- v. Member absence:** A member who anticipates his/her absence from a meeting shall notify the Committee Chair in advance of the meeting. If the Committee Chair anticipates his/her absence from a meeting, the Committee Chair shall notify the Vice-Chair of the anticipated absence. *Such absences and reasons will be announced at the meeting and recorded in the minutes. Any member who is absent for two (2) consecutive Committee meetings may be permanently removed from the Committee and replaced with another Commissioner by the Committee on Committees from those who express in writing an interest in serving on the Committee. For a commissioner to be removed from a committee under this section the full commission must approve the recommendation from the Committee on Committees.* [added Sept. 1, 2022, edited October 17, 2022]
- vi. Ex officio Members:** The Commission Chair and the County Mayor serve as non-voting, ex officio members of all Committees, Sub-Committees, Boards, or Commissions appointed by the Commission, except in such cases as they are granted voting powers herein or by law.

- vii. Committee Vacancies:** If one or more members of any Committee vacate their position, the Commission shall fill such vacancies for the remainder of the unexpired term in the same manner used in first electing members to the Committee.
- viii. Vote:** A quorum of the Committee members is required for business to be conducted and before any vote may be taken. Motions before a Committee shall require a majority vote of those members present at the meeting.
- ix. Failure to Meet:** If the Committee Chair fails to call a meeting for a period of two (2) months, the Commission Chair, Committee Vice Chair, or any three (3) members of the Committee may call a meeting of that Committee. *Any Committee Officer who fails to call two (2) consecutive Committee meetings may be permanently removed from the Committee and be replaced with another Commissioner by the Committee on Committees from those who express in writing an interest in serving on the Committee. For a commissioner to be removed from a committee under this section the full commission must approve the recommendation from the Committee on Committees. [added Sept. 1, 2022, edited October 17, 2022]*
- x. Ad hoc and Sub-Committees:** The Commission or a Committee may appoint ad hoc and/or Sub-Committees, as required. Such committee shall perform their assigned duties and shall work within the jurisdiction of that Committee. Resolutions or recommendations of such ad hoc or Sub-Committees shall first be presented to the creating body for consideration and presentation to the Commission. *All Ad hoc and Sub-Committee appointments shall be for one (1) year or less. [edited Sept. 1, 2022]*
- xi. Standing Committees and Sub-Committees**
- 1. Committee on Committees**
    - a. Membership:** Five (5) Commissioners elected annually upon nominations from the floor. This election shall be in July, except in Commission Election years where such election shall be in September.
    - b. Purpose/Duties:** To make recommendations and nominations to the Commission for membership on all Committees, Sub-Committees, Boards, etc. whose members are elected by the Commission and for all other positions that are filled through election by the Commission.
  - 2. Education Committee**
    - a. Membership:** Seven (7) Commissioners
    - b. Purpose/Duties:** Request and obtain any information necessary to review and evaluate the performance and progress of the Sumner County School System; to receive and study requests of the Board of Education and Director of Schools; to study and convey to the Budget Committee any appropriation requests for education and present the proposed budget for education funding; and to coordinate and communicate needs and concerns between the Commission and the Board of Education and the Director of Schools.
  - 3. Highway Commission**
    - a. Membership:** Five (5) Commissioners, the County Mayor, the Road Superintendent, and one (1) citizen
    - b. Purpose/Duties:** Address any matters concerning the road and right-of-way needs of the County.

**4. General Operations Committee**

- a. Membership: Seven (7) Commissioners
- b. Purpose/Duties: Responsible for: all non-school, County properties, buildings, equipment, and services; studying long and short-range planning regarding space assignment and allocation within County buildings; maintenance, construction, and improvement of necessary facilities; the Airport Authority; utilities; and the study of the equipment needs of all County departments.

**5. Health & Emergency Services Committee**

- a. Membership: Seven (7) Commissioners
- b. Purpose/Duties: Provide general oversight of the law enforcement, emergency medical, and emergency management agencies of the County as well as the Health Department and any other public or private agencies dedicated to the public safety, health, or welfare of our citizens, such as access to clean and safe drinking water; study budget and appropriation requests of said agencies, as well as the volunteer fire departments, for recommendations to the Budget Committee.  
[edited Sept. 1, 2022]

**6. Legislative Committee**

- a. Membership: Chair of all Standing Committees and the Commission Chair. The Legislative Committee may elect as its Chair a Commissioner who is not the Chair of a Standing Committee.
- b. Purpose/Duties: Responsible for drafting rules and procedures for the body; docketing miscellaneous items to the Commission Agenda; study proposed legislation affecting Sumner County; consider proclamations, resolutions, or memorials honoring Sumner County citizens, as well as take referrals from the Planning Commission.
- c. All matters originating in the **Planning Commission** shall first be referred to the Legislative Committee. The Legislative Committee shall then schedule the matter for consideration by the Commission. Once notice of a public hearing and meeting is given, no change of the meeting date shall be made without the consent of a majority of the Commissioners.
  - i. A **zoning reclassification** shall be presented before the Commission in the following manner: (1) the public notice shall be read and the Commission Chair shall open the public hearing; (2) prior to the hearing, individuals desiring to be heard shall sign up and speak regarding the matter to be considered; (3) the owner, or designee of the owner, of property being considered for reclassification shall speak, and where appropriate, then be given an opportunity to address and answer only those questions raised during the hearing; (4) the hearing shall then be declared closed by the Commission Chair; (5) the Legislative Committee Chair shall then report the vote of the Planning Commission and place the motion before the



Adopted 9/01/2022; Amended 10/17/2022, 5/20/2024  
Commission; (6) each Commissioner representing the district in which the property is located may be heard if so desired; and (7) the Commission shall then debate and vote upon the issue.

**7. Financial Management Committee**

**a. 2012 Financial Management**

- i. Membership: Four (4) Commissioners or citizens, the County Mayor, the Road Superintendent, the Director of Schools, and the Finance Director shall serve as the non-voting, ex-officio secretary.
- ii. Purpose/Duties: Establish and approve policies, procedures and regulations in addition to the specific provisions of the enabling Private Act for implementing a sound and efficient financial system for administering the funds of Sumner County; the system shall include budgeting, accounting, purchasing, payroll, cash management, and other financial matters necessary to an efficient system; the enabling Private Act authorizes the Financial Management Committee to assume the functions of the **Investment Committee** and the **Purchasing Committee**, as well as coordinate with the Board of Education for creation of the ERP system.

**8. Budget Committee**

- a. Members: Seven (7) Commissioners and the Finance Director as non-voting, ex officio Secretary
- b. Purpose/Duties: Establish and approve policies, forms and documents, procedures and regulations necessary for the preparation of the annual operating and capital improvement budgets; study funding requests and recommendations as received from other Standing Committees; consider the fiscal impact of any resolution presented to the Committee and report its findings to the Commission; recommend to the Commission a proposed tax rate; approve property tax refunds and budget transfers; and recommend the sale of delinquent tax properties.

**9. Audit Committee**

- a. Members: Two (2) Commissioners, the Commission Chair, the Budget Committee Chair, and the Financial Management Committee Chair
- b. Purpose/Duties: Provide independent review and oversight of the County's financial reporting processes and internal controls; review the external auditor's report; follow up on management's corrective action, if needed in relation to the auditor's report, and police compliance with all laws, rules, ethical guidelines, and regulations that affect the County.

- 10. Other Statutory Committees or Commissions:** There are numerous committees, sub-Committees, boards, commissions, etc. that are created by statutory directives. These groups shall meet in accordance with the laws, statutes, resolutions, policies, or procedures, etc. that dictate their creation. All such groups are to provide a copy of their operating budget to the Commission, if

Adopted 9/01/2022; Amended 10/17/2022, 5/20/2024  
requested; the Commission may additionally request membership  
information, regularly scheduled meeting time and location, as well  
as any other information as may be needed by the Commission.

### **III. PROCEDURES**

- A. Addressing the Chair:** A Commissioner, the County Mayor, the Law Director, the Finance Director, and the Clerk may address the Commission Chair after being recognized. Except during recognition of the public, others wishing to address the Commission must first be approved by a two-thirds (2/3rds) majority vote of the Commission. [edited October 17, 2022]
- B. Gaining the Floor:** Any Commissioner desiring to speak shall be placed in the queue to speak and be recognized by the Commission Chair in the order in which they entered the queue. In the event the queue is inoperable, the Commission Chair will recognize the first Commissioner who stands. However, no Commissioner is entitled to speak twice to the same subject until all other Commissioners have had the opportunity to speak.
- C. Speaking**
- i.** Remarks should be addressed to the Commission Chair. No Commissioner shall direct remarks or comments to another Commissioner.
  - ii.** No Commissioner will speak in a sarcastic or critical manner concerning another Commissioner or call the name of another Commissioner.
  - iii.** A Commissioner shall confine his/her comments to the merits of the matter on the floor at the time.
  - iv.** The Committee Chair presenting a recommendation of his/her Committee, or the author of a resolution under consideration by the Commission, may speak as often as required concerning the recommendation or resolution.
  - v.** When the Commission Chair duly recognizes a Commissioner wishing to speak, all other Commissioners will remain quiet and attentive to the comment of the Commissioner who has the floor.
  - vi.** If any Commissioner transgresses these Rules, the Commission Chair shall first warn the Commissioner and cite the Rule being violated. Should a Commissioner continue to violate these Rules after being so warned, the Commission Chair shall call the Commissioner to order, in which case the Commissioner shall immediately sit down and refrain from further remarks.
- D. Resolutions**
- i.** A Commissioner seeking consideration of a resolution shall first submit the same to the appropriate Committee Chair for study and recommendation. If one is unsure which Committee should properly study a resolution, s/he shall forward such resolution to the Legislative Committee to make that determination.
  - ii.** In order to appear on the Agenda for the next regular meeting of the Commission, resolution subject matter shall be presented to the Office of the Law Director by the first Monday of each month. From the matters requested in a timely manner, the Office of the Law Director will research, draft, and coordinate all matters with the appropriate Committee Chair, and create the monthly agenda for all non-budgetary committees.
  - iii.** Budgetary matters, as well as other financially related resolutions requiring the input of the Finance Director, shall be forwarded to the Finance Director for the creation of the Budget and Financial Management agendas by the second Monday of the month.

- iv. Resolutions received after the monthly deadline will be placed on the next month's agenda. In the event of an emergency, a Committee can allow a matter to be placed on an agenda after the deadline by two-thirds (2/3rds) majority vote of that committee.
- v. After all monthly Committee meetings, the Office of the Law Director will forward written resolutions to the Clerk by noon on the Wednesday before the regularly scheduled Commission meeting.
- vi. Any resolution requiring action by the General Assembly may require a two-thirds (2/3rds) majority vote of the Commission for passage, unless a simple majority is all that is required by the legislation or request of the General Assembly.
- vii. Any resolution requiring an appropriation or authorizing expenditure of County funds shall include the expenditure and be submitted to the Budget Committee for study.
- viii. Any resolutions appropriating or expending any funds which were not included in the adopted budget for the current fiscal year shall require approval by the Full Commission by a majority vote pursuant to Tenn. Code Ann. 5-9-407. [edited Sept. 1, 2022, edited October 17, 2022, edited May 20, 2024]
- ix. In no case, shall a proposal for an expenditure, appropriation, acquisition, contract, agreement or deed be considered for approval by the Commission without being accompanied by information to include, at a minimum, a full description of the item(s) or project(s), statement of need, estimated initial costs, alternate solutions and reasons for the recommended proposal, recurring expenses, associated contracts or agreements, and any other materials requested by the Commission. Such information will be made available to the public electronically with the meeting Agenda and approved minutes. [added Sept. 1, 2022]
- x. No resolutions shall embrace more than one (1) subject, the subject to be expressed in its caption. [added Sept. 1, 2022]
- xi. Any resolution which repeals, revises or amends a previous resolution shall recite in the caption the number and date of adoption of the original resolution, and the language that is being replaced. [added Sept. 1, 2022]
- xii. Any information, documentation or materials being considered or discussed by the County Commission and not published on the website shall be displayed during the meeting on a monitor, screen or other appropriate means to make such available to the public during the meeting. [added Sept. 1, 2022]

#### **E. Motions**

- i. No item may be debated until a motion is duly made and duly seconded.
- ii. The Commission Chair shall rule the following motions out of order:
  - 1. Dilatory motions: Motions obviously intended to delay or obstruct the matter before the Commission.
  - 2. Moot or frivolous motions: Motions which have no consequence or of a frivolous nature.
  - 3. Redundant motions: A motion that has the same effect as a motion previously considered, unless a motion to reconsider has been properly made.
  - 4. Motions in conflict with law.

5. Premature motion to adjourn: A motion to adjourn cannot be considered until the Agenda, as adopted, has been completed; unless said adjournment follows a motion to suspend the Rules, which is made, seconded, and approved by a two-thirds (2/3rds) majority vote.
- iii. **Reconsider:** After a question has been put to a vote, any Commissioner who voted on the prevailing side may move for reconsideration of the question. If properly seconded, by any Commissioner, the motion to reconsider must be approved by a majority of the body before a second vote can be taken on the matter to be reconsidered. The motion to reconsider shall be in order only during the same meeting as the vote of the question being reconsidered.
- iv. **Refer:** A motion to refer commits the matter back to the appropriate Standing Committee with specific instructions. The motion to refer is not debatable and requires a two-thirds (2/3rds) majority vote of the body. [edited Sept. 1, 2022]
- v. **Defer:** A motion to defer, or postpone to a certain time, delays consideration of the matter until later in the same Commission meeting or to a future meeting of the body, the timing for which shall be specified in the motion. The motion to defer is subject to debate and only requires a simple majority vote of the body. [edited Sept. 1, 2022]
- vi. **Table:** A motion to table is to postpone indefinitely, retire or defeat the topic under discussion. The motion to table is not open for debate and requires a 2/3rds majority vote of the body. [edited Sept. 1, 2022]
- vii. **Call for the question:** (i.e., vote to end debate on a motion then, if successful, vote for said motion with no further debate) can be made by a speaker in the queue but not called out from the floor. *The maker of the motion cannot comment on the matter before calling for the question, or the Commissioner will be ruled out of order by the Chair and the motion will be null and void.* [edited Sept. 1, 2022]

## F. Voting

- i. Votes of the Commission are taken electronically, recorded, and made a part of the official minutes.
- ii. After debate, if any, ends and after restating the motion on the floor for a vote, the Commission Chair shall call for the vote and announce the outcome when the vote becomes final.
- iii. Before a vote becomes final, the Clerk shall inquire if anyone wishes to change his/her vote.
- iv. A Commissioner may change his/her vote on any matter during the course of the meeting. If a Commissioner wishes to change their vote, they must be recognized by the Chair before the meeting adjourns, and state publicly how they are changing their vote. But once the meeting has been adjourned, no changes can be made to a vote. [edited Sept. 1, 2022]
- v. Voice Votes: Votes may be voice votes unless otherwise required by statute or requested by the Commission Chair.
- vi. Division of Assembly: If any Commissioner doubts the outcome of a voice vote as announced by the Commission Chair, s/he may call for a division of assembly. Upon such call for division, the Commission Chair shall require an electronic vote. [edited October 17, 2022]
- vii. After the announcement of the outcome of any vote, a Commissioner may request that the Clerk record his/her vote in the minutes.

**viii.** All Commissioners are prohibited by state law T.C.A. 12-4-101 from having a direct interest in a contract that results in the Commissioner's personal monetary interest. In the case of an indirect conflict of interest where the Commissioner is interested, but not directly so, including the employment of themselves or their spouse by Sumner County or Sumner County Schools, the Commissioner will make a public disclosure of such interest prior to any discussion or vote on the matter. In addition, Commissioners shall disclose during the meeting before any discussion or vote on the measure any personal interest that affects or would lead a reasonable person to infer that it affects the Commissioner's vote on the measure. Such disclosure will be recorded in the meeting minutes and any failure to disclose conflicts of interest will be referred to the Ethics Committee. [edited Sept. 1, 2022]

**G.** The Procedures outlined above also serve as procedures for the Committees, where applicable.

#### **IV. MISCELLANEOUS RULES**

- A. Adoption:** These Rules shall first be adopted by a simple majority vote of the Commission at its first meeting on or after September 1<sup>st</sup> in Commission election years. After such adoption, these Rules shall remain in full force and effect unless and until repealed, amended, or revised by a two-thirds (2/3rds) majority vote of the Commission.
- B. Amendments:** Amendments thereafter may be made to these Rules and Procedures by a two-thirds (2/3rds) majority vote of the Commission.
- C. Robert's Rules of Order:** The latest copyrighted edition of Robert's Rules of Order shall govern matters not addressed herein.
- D. Conflict with Law:** In the event that any of these Rules are determined to be in conflict with statutory provisions, such part shall be null and void; however, such a conflict shall not render null and void the remainder of these Rules and Procedures.
- E. Rule Disputes**
- i.** The Commission Chair shall decide a dispute regarding the application or enforcement of these Rules, subject to an appeal to the Commission.
  - ii.** If any Rule appears to be in conflict with another, the Commission Chair will refer the issue to the Legislative Committee for study and recommendations.
- F. Written Reports from County Officials:** Reports that are to be submitted by County Officials shall be submitted to the County Clerk by noon on the second Monday of each month for distribution of reports to the Commission.
- G. Tax Rate Passage:** The Commission, recognizing that all property tax revenues come from the taxpaying citizens of Sumner County, commits to exceeding the requirements of Tennessee state statute by hereby requiring that any increase to the property tax rate, shall be approved on readings at two (2) meetings on different dates which are greater than 27 days apart. Any meeting which is intended to include a vote of any tax increase to any degree shall be properly noticed to the public under the law and, in the effort to advance transparency of the work of our Commission, the notice shall also meet the following qualifications. Such meeting shall be noticed at least twenty-one (21) days prior to the meeting as follows regardless of whether it is a regular or special meeting: the meeting shall be announced at any meeting of the Commission at least twice between the time it is scheduled and the subject meeting, shall be noticed in at

least one local newspaper or online periodical of general circulation in Sumner County (or as many newspapers or online periodicals required to cover the entire county), shall be conspicuously posted on the home page of the Commission's website, shall be sent to any Citizen who has signed up for meeting notifications via email and posted on the County and Commission social media page(s). Failure to follow this procedure shall result in the action taken at the subject meeting to be void and without legal effect. [edited Sept. 1, 2022]

- H. Severing The Budgets:** The annual operating and capital improvement budgets for County General, Sumner County Schools, Sheriff's Department and Highway Department shall be severed, so that the County Commission's consideration and vote on the budgets shall be made separately and individually. Each Commissioner employed by the County, or whose family members are employed by the County, shall declare his/her direct or indirect conflict of interest before voting on their direct budget(s). [added Sept. 1, 2022]
- I. Financial Planning:** Sumner County will operate on a financial plan with the following minimum parameters.
- i. The County will maintain a balanced operating budget for the current fiscal year and balanced financial plans for at least the two (2) following fiscal years forward (a minimum of three (3) budgetary years).
  - ii. A five (5) year capital improvement plan must be maintained and updated each fiscal year during the budgeting process, which shall include, at a minimum, a budget for the current fiscal year and financial plans for the following four (4) fiscal years (a minimum of five (5) budgetary years).
  - iii. The County will incorporate an amortization schedule of all county debt (until all debt is scheduled to be retired) into its annual budget. This schedule will include interest and principal payments by fiscal year, issuance, and total.
  - iv. All estimates (including but not limited to revenues and expenditures) should incorporate five (5) year trends, at a minimum, and other known factors.
  - v. As referenced in this rule, plans are not constituting legally adopted budgets; therefore, the Sumner County Commission is not making any future funding commitments through these plans.
- J. Debt Service Obligations:** This Board of Sumner County Commissioners will make every effort to be debt-free, and commits to not incurring total indebtedness for which the taxpayers are liable that exceeds any of the following guidelines for debt management:
- i. Newly bonded debt in excess of \$10 million in principal, per annum, shall not be issued except that such debt has been approved on readings at two (2) meetings on different dates which are greater than 27 days apart.
  - ii. Except as necessary to maintain compliance with Tennessee code, the commission shall not increase net property tax on Sumner County residents by more than 3% per annum. [added Sept. 1, 2022]
- K. Agenda Notice:** All County Commission Committee Agendas shall be emailed to all County Commission members when sent to the members of that particular Committee. [added Sept. 19, 2016]



**Board of County Commissioners**  
**RESOLUTION**

No. 22.11-05

**TITLE A RESOLUTION RESCINDING ACTIONS AND APPROVING AND ADOPTING AN  
UPDATED ETHICS & CONDUCT POLICY OF SUMNER COUNTY**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 14th day of November 2022, that this body does hereby rescind all previous actions and resolutions related to the Code of Ethics Policy of Sumner County and hereby approves and adopts the updated Code of Ethics & Conduct Policy as set forth below:

**CODE OF ETHICS & CONDUCT  
SUMNER COUNTY, TENNESSEE**

**Section 1. Definitions.**

- (1) "County" means County, which includes all boards, committees, commissions, authorities, corporations, or other instrumentalities appointed or created by the county or an official of the county, and specifically including the county election commission and the county health department.
- (2) "Officials and employees" means and includes any official, whether elected or appointed, officer, employee or servant, or any member of any board, agency, commission, authority or corporation (whether compensated or not), or any officer, employee or servant thereof, of the county.
- (3) "Personal interest" means, for the purpose of disclosure of personal interests in accordance with this Code of Ethics & Conduct, a financial interest of the official or employee, or a financial interest of the official's or employee's spouse or child living in the same household, in the matter to be voted upon, regulated, supervised, or otherwise acted upon in an official capacity.

## **Section 2. Disclosure of personal interest in voting matters.**

An official or employee with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and to be included in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's vote on the measure. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from voting on the measure.

## **Section 3. Disclosure of personal interest in non-voting matters.**

An official or employee who must exercise discretion relative to any matter other than casting a vote and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of the discretion shall disclose, before the exercise of the discretion, when possible, the interest on the attached disclosure form and file the disclosure form with the county clerk. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from the exercise of discretion in the matter.

## **Section 4. Acceptance of gifts and other things of value.**

An official or employee, or an official's or employee's spouse or child living in the same household, may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the county:

- (1) For the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his duties; or
- (2) That a reasonable person would understand was intended to influence the vote, official action, or judgment of the official or employee in executing county business.

An official or employee who accepts any gift, money, gratuity or other consideration or favor of any kind from anyone other than the county shall disclose such acceptance on the attached disclosure form and file the disclosure form with the county clerk.

It shall not be considered a violation of this policy for an official or employee to receive entertainment, food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in connection with a conference sponsored by an established or recognized



statewide association of county government officials or by an umbrella or affiliate organization of such statewide association of county government officials.

### **Section 5. Ethics & Conduct Complaints.**

To hold itself to the highest standard of personal conduct, the Sumner County Commission now establishes an Ethics & Conduct Committee. A County Ethics & Conduct Committee (the "Ethics & Conduct Committee") with membership consisting of five (5) Commissioners or citizens shall be appointed to one-year terms by the Committee on Committees with confirmation by the county legislative body, to be appointed each year at the same time as internal committees of the county legislative body. The Ethics & Conduct Committee shall convene as soon as practicable after their appointment and elect a chair and a secretary. The records of the Ethics & Conduct Committee shall be maintained by the secretary and filed in the county clerk's office, where they shall be open to public inspection.

It shall be the duty of this Committee to hear complaints by citizens or other officials against any official acting in any capacity on behalf of Sumner County government in the performance of their responsibilities, including members of the County Legislative Body in regular sessions and committees. For members of the County Legislative Body, hearings of complaints will extend to all other public forums where the person has been identified officially as a County Commissioner.

Questions and complaints regarding violations of this Code of Ethics & Conduct or any breach of state law governing ethical conduct should be directed to the chair of the Ethics & Conduct Committee, County Law Director, or Staff Attorney(s). Complaints shall be in writing and signed by the person making the complaint and shall outline in reasonable detail the facts upon which the complaint is based.

The County Ethics & Conduct Committee shall investigate any credible complaint or misconduct against an official or employee charging any violation of this Code of Ethics & Conduct or may undertake an investigation on its own initiative when it acquires information indicating a possible violation and make recommendations for action to end or seek retribution for any activity that, in the Committee's judgment, constitutes a violation of this Code of Ethics & Conduct. If a member of the Committee is the subject of a complaint, such member shall recuse himself or herself from all proceedings involving such complaint.

**Violations** of the Code of Ethics & Conduct including, but not limited to, the following while performing official duties or being identified in an official position:

- (1) Unauthorized commitments or promises of any kind purporting to bind the County Commission to future obligations;
- (2) Using public office for personal gain;
- (3) Campaigning with principals or school staff in their official capacity as an employee of the school system in any manner, either on or off school property. Political activity by state employees, including principals and teachers, is regulated by the following three (3) statutes: The Little Hatch Act (Tennessee Code Annotated 2-19-201 through 208); Tennessee Code Annotated 8-30-306; and Title 5 United States Code Annotated 1501-1508. No part of the school system, or school property, including the facilities, the name, the staff, the students, or vehicles shall be used for political activities including but not limited to campaigning, political signs, political forum, or promoting political candidates. The restriction on campaigning on school property does not prohibit campaigning during voting if a school is a voting place;
- (4) Any actions subversive of good order, overt acts against peace, or which materially and substantially disrupts the order of business during meetings of the County Legislative Body;
- (5) Profanity, obscene gestures, or any sexual harassment during Commission Meetings or which reflects negatively on the character of the Commission, or its members, during meetings of the County Legislative Body;

For **accusations** of Ethics & Conduct violations, the Accused may:

- (1) Have a representative of choice present during public hearings of inquiry. All expenses related to representation by outside counsel will be borne by the accused, and shall not be the County Law Director or Staff Attorney(s).
- (2) Have adequate time given to present his/her defense. Adequate time will be designated at the beginning of the hearing by the Ethics & Conduct Committee.

For **violations** of the Code of Ethics & Conduct, the Committee may:

- (1) Refer the matter to the Office of the Law Director for a legal opinion and or recommendations for action;
- (2) In the case of an official:
  - (1) Refer the matter to the county legislative body for reprimand or public censure if the county legislative body finds such action warranted;
  - (2) Counseling with the County Commission Chairman;
  - (3) Removal of Board or Committee assignments until such member is restored to good standing or permanently replaced;
  - (4) Removal from their assigned seat in the Commission Chambers to an alternate location safely away from others;

- (5) If a County Commissioner, officially request that the member resign his/her position as a County Commissioner;
- (6) If an appointed member of any County Boards or Committees, officially request that the member resign his/her position;
- (3) In the case of an employee, refer the matter to the official responsible for supervision of the employee for possible disciplinary action if the official finds discipline warranted;
- (4) In a case involving possible violation of state statutes, refer the matter to the district attorney for possible ouster or criminal prosecution;

The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and enforcing this Code of Ethics & Conduct. When a violation of this Code of Ethics & Conduct also constitutes a violation of a personnel policy or a civil service policy, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this Code of Ethics & Conduct.

#### **Section 6. Applicable State Laws.**

In addition to the ethical principles set out in this Code of Ethics & Conduct, state laws also provide a framework for the ethical behavior of county officials and employees in the performance of their duties. Officials and employees should familiarize themselves with the state laws applicable to their office or position and the performance of their duties. To the extent that an issue is addressed by state law (law of general application, public law of local application, local option law, or private act), the provisions of that state law, to the extent they are more restrictive, shall control.

Following is a brief summary of selected state laws concerning ethics in county government. For the full text of these statutes, see the Tennessee Code Annotated (T.C.A.) sections indicated.

Campaign finance – T.C.A. Title 2, Chapter 10, Part One (campaign financial disclosure) requires candidates for public office to disclose contributions and contributors to their campaigns. Part Three (campaign contribution limits) limits the total amount of campaign contributions a candidate may receive from an individual and sets limits on the amount a candidate may receive in cash.

Conflict of interest – T.C.A. § 12-4-101 is the general conflict of interest statute that applies in all counties. It prohibits anyone who votes for, lets out, or in any manner supervises any work or contract from having a direct financial interest in that contract, purchase or work, and it requires disclosure of indirect financial interests by public acknowledgment.

Conflict of interest – I.C.A. § 49-6-2003 applies to the department of education in all counties and prohibits direct and indirect conflicts of interest in the sale of supplies for use in public schools.

Conflict of interest – I.C.A. § 5-1-125 applies in all counties and prohibits county officials and employees from purchasing surplus county property except where it is sold by public bid.

Conflict of interest – I.C.A. § 54-7-203 applies in all counties that are governed by the County Uniform Highway Law. It prohibits officials and employees in the highway department and members of the county legislative body from having any personal interest in purchases of supplies, materials, machinery, and equipment for the highway department.

Conflict of interest – I.C.A. § 5-14-114 applies in counties that have adopted the County Purchasing Law of 1957. It prohibits the purchasing agent, members of the county purchasing commission, members of the county legislative body, and other officials of the county from having a direct interest in a contract or purchase order for supplies, materials, equipment, or contractual services used by or furnished to a department or agency of the county government.

Conflict of interest – I.C.A. § 5-21-121 applies in counties that have adopted the County Financial Management System of 1981. It prohibits the director, purchasing agent, members of the committee, members of the county legislative body, other officials of the county, members of the board of education, members of the highway commission, and employees of the finance department and purchasing department from having a direct interest in the purchase of supplies, materials, equipment, or contractual services for the county. In addition, it requires the disclosure of indirect financial interests by public acknowledgment.

Conflict of interest – I.C.A. § 5-5-112 governs conflict of interests of members of the county legislative body who are also employees of the county or whose spouse is an employee of the county.

Conflict of interest disclosure statements – I.C.A. § 8-50-501 and the following sections require candidates and appointees to local public offices to file a disclosure statement with the state ethics commission listing major sources of income, investments, lobbying activities, professional services provided, bankruptcies, certain loans, and other information, and to keep these statements up to date.

Gifts – I.C.A. § 5-14-114 applies in counties that have adopted the County Purchasing Law of 1957. It prohibits the purchasing agent, members of the county purchasing commission, members of the county legislative body, and other officials of the county from accepting or receiving, directly or indirectly, from a person, firm, or corporation to which a contract or

purchase order may be awarded, by rebate, gift, or otherwise, money or anything of value whatsoever, or a promise, obligation, or contract for future reward or compensation.

Gifts - I.C.A. § 5-21-121 applies in counties that have adopted the County Financial Management System of 1981. It prohibits the finance director, purchasing agent, and employees in those departments from accepting anything of value, directly or indirectly, from anyone who furnishes supplies, materials or equipment to the county.

Honoraria - I.C.A. § 2-10-116 prohibits elected officials from accepting an honorarium (including money or anything of value, but not including reimbursement for actual expenses) for an appearance, speech, or article in their official capacity.

Private use of public property - I.C.A. § 54-7-202 applies in counties that are governed by the County Uniform Highway Law. It prohibits the private use of equipment, rock, and other highway materials.

Court sales - I.C.A. § 39-16-405 prohibits judges, clerks of court, court officers, and employees of court, from bidding on or purchasing any property sold through the court for which such person discharges official duties.

Sheriff sales - I.C.A. § 8-8-206 prohibits sheriffs and deputy sheriffs from purchasing, either directly or indirectly, any property sold through their own judicial sale no matter which court is involved.

Rules of the Supreme Court - Rule 10, Canon 5 (Code of Judicial Conduct) establishes ethical rules for judges and other court personnel when exercising judicial functions.

Fee statutes - I.C.A. §§ 8-21-101, 8-21-102, and 8-21-103 set out circumstances where fees are authorized, prohibit officials from requiring payment of fees in advance of performance of services except where specifically authorized, and set penalties for charging excessive or unauthorized fees.

Consulting fee prohibition for elected county officials - I.C.A. §§ 2-10-122 and 2-10-124 prohibit officials from receiving compensation for advising or assisting a person or entity in influencing county legislative or administrative action.

Crimes involving public officials - I.C.A. § 39-16-101 and the following sections prohibit bribery, soliciting unlawful compensation, and buying and selling in regard to offices.

Official misconduct – T.C.A. § 39-16-402 applies to public servants and candidates for office and prohibits unauthorized exercise of official power, acting in an official capacity exceeding the servant's power, refusal to perform a duty imposed by law, violating a law relating to the servant's office or employment, and receiving a benefit not provided by law.

Official oppression – T.C.A. § 39-16-403 prohibits abuse of power by a public servant.

Bribery for votes – T.C.A. §§ 2-19-121, 2-19-126, and 2-19-127 prohibit bribery of voters in elections.

Misuse of official information – T.C.A. § 39-16-404 prohibits a public servant from attaining a benefit or aiding another person in attaining a benefit from information which was obtained in an official capacity and is not available to the public.

Ouster law – T.C.A. § 8-47-101 sets out conduct which is punishable by ouster from office, including misconduct in office and neglect of duty.

**BE IT FURTHER RESOLVED** that a summary of the Ethics & Conduct Policy is attached as Exhibit A; and

**BE IT FURTHER RESOLVED** that the form attached as Exhibit B shall be used by all County Officials and employees to disclose potential issues with personal interests; and

**BE IT FURTHER RESOLVED** that the form attached as Exhibit C shall be used by all County Officials and employees to disclose the acceptance of gifts; and

**BE IT FURTHER RESOLVED** that any complaint, allegations of misconduct, or question about this policy shall be presented to the Clerk on the appropriate form (attached here as Exhibit D); and

**BE IT FURTHER RESOLVED** that a copy of the Ethics & Conduct Policy as well as Exhibit A, B, C, and D shall be furnished to the Office of the County Clerk for review by interested parties.

**BE IT FURTHER RESOLVED** this Resolution replaces Resolution 0705-05 from May 21, 2007; and

**BE IT FURTHER RESOLVED** that any previous resolutions of this body in conflict with this resolution are hereby repealed; and

**BE IT FURTHER RESOLVED**, the provisions of this resolution are hereby declared to be severable, and if any provision of this resolution or the application of such provision to any person or circumstance is declared in conflict with state law, such declaration shall not affect the validity of the remaining portions of this resolution.

**BE IT FURTHER RESOLVED** that this resolution shall become effective upon passage, the public welfare requiring it.

## EXHIBIT A

### SUMMARY OF SUMNER COUNTY TENNESSEE, CODE OF ETHICS & CONDUCT

Any personal interests in voting or non-voting matters that relate to any county matters are to be disclosed.

*A personal interest (of official, employee, spouse or child living in the same household) is a financial interest or an authoritative position with any non-profit or for-profit organization which seeks contracts, donations, or benefits from the county which would be voted on, regulated, supervised, or dealt with in an official capacity.*

With a voting matter, the disclosure may disallow the person from voting on a particular matter, if the disclosure shows a conflict of interest. (As set forth below)

With non-voting matters, the disclosure form shall be filled out and filed with the county clerk. (Form Attached)

Any time a disclosure of a personal interest is to be made, a reasonable person standard is used, meaning if any reasonable person would be led to infer that a vote or an opinion of a person is affected, then disclosure is required.

#### Gifts in Exchange for an Act or Non-Performance of an Act

**Any official, employee or spouse or child living in the same household, may not accept any gift, money, gratuity, or other consideration or favor of any kind from anyone other than from the county.**

**Any gifts that give the appearance of tending to influence are banned from acceptance. An exception to this would be if an official or employee received entertainment, food, refreshments, meals, health screenings, greetings, amenities, or beverages or award (of up to \$100.00 from an affiliated organization).**

#### Questions Concerns Complaints

All questions, concerns, and complaints regarding any possible violations of the Code of Ethics & Conduct should be directed to the Chair of the Ethics Committee. Complaints are to be made in writing and signed by the person making the complaint. (A copy of the disclosure complaint form is attached)



EXHIBIT B

**SUMNER COUNTY CODE OF ETHICS & CONDUCT  
CONFLICT OF INTEREST DISCLOSURE STATEMENT**

**Instructions:** This form is for reporting personal interests required to be disclosed under Section 3 of the Code of Ethics & Conduct of this county. Officials and employees are required to disclose personal interests in matters that affect or would lead a reasonable person to infer that it would affect the exercise of discretion of an official or employee.

1. Date of disclosure: \_\_\_\_\_

2. Name of official or employee: \_\_\_\_\_

3. Office and position: \_\_\_\_\_

4. Description of personal interest (describe below in detail): \_\_\_\_\_

\_\_\_\_\_  
Signature of official or employee

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed name of witness

EXHIBIT C

**SUMNER COUNTY CODE OF ETHICS & CONDUCT  
GIFT DISCLOSURE STATEMENT**

**Instructions:** This form is for reporting the acceptance of any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the county required to be disclosed under Section 4 of the Code of Ethics & Conduct of this county.

1. Date of disclosure:

2. Name of official or employee:

3. Office and position:

4. Description of gift, money, gratuity, or other consideration or favor (describe below in detail):

Signature of official or employee

Witness Signature

Printed name of witness

EXHIBIT D

**SUMNER COUNTY CODE OF ETHICS & CONDUCT  
COMPLAINTS OF MISCONDUCT**

**Instructions:** This form is for reporting allegations of violations of the Code of Ethics & Conduct in this county. Please set forth the facts relating to the complaint.

1. Date of disclosure: \_\_\_\_\_
2. Name of official or employee: \_\_\_\_\_
3. Office and position: \_\_\_\_\_
4. Description of complaint or allegations of misconduct (describe below in detail):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of official or employee

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed name of witness

CERTIFICATION OF ACTION

*Carolyn L. Tompkins*  
COUNTY CLERK

*John C. ...*  
COUNTY EXECUTIVE

11/18/2022  
DATE

Aves 17      Nays 3      Abs 0

APPROVED:

REJECTED: