

JANUARY 22, 2024

BE IT REMEMBERED THAT A REGULAR MEETING OF THE County Legislative Body for the County of Lauderdale and State of Tennessee was held at the Courthouse in the town of Ripley, on the 4th Monday in January, on the 22nd day of said month, and year OF OUR LORD TWO THOUSAND TWENTY FOUR, present and presiding Maurice Gaines, County Mayor, Linda Summar, County Clerk, Xavier L. Andrews, Mark Ballard, Joe Carmack, Don Connell, Gene Edwards, Rob Harris, Danny Hartsfield, Jeff Henson, Ronnie Jackson, Sherry Jones, Kaye Jordon, Brian Maclin, Terry Mills, Mary Moore, Joe Pursell, Todd Rankin, Tommy Sanders, Erin Smith, Lowell Tillman Jr, Dan Ungerecht Jr and Susan Worlds.

APPROVAL OF MINUTES

Motion was made by Commissioner T. Sanders to approve the minutes of the December 11, 2023 Commission Meeting. Motion was seconded by Commissioner E. Smith and approved.



Hon. Maurice Gaines, Jr.
Lauderdale County Mayor

Lauderdale County Courthouse
100 Court Square, Ripley, TN 38063
(731) 635-3500
mgaines@lctn.gov

RESOLUTION NO. 01-24-1

RE-ADOPTING DEBT MANAGEMENT POLICY
ORIGINALLY ADOPTED DECEMBER 12, 2011

WHEREAS, Lauderdale County officially readopts the original resolution dated December 11, 2011 (attached).

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Legislative Body, meeting this 22nd day of January 2024, that this resolution take effect immediately upon its passage, the public welfare requiring it.

APPROVED:

ATTEST:


County Mayor


County Clerk



RESOLUTION NO. 12-11-1

TO ADOPT A DEBT MANAGEMENT POLICY
FOR LAUDERDALE COUNTY

WHEREAS, Tennessee Code Annotated, Section 9-21-151(b)(1), authorizes the State Funding Board to develop model financial transaction policies for local governments and local government instrumentalities;

WHEREAS, the State Funding Board has adopted a statement on debt management and directed local governments and government entities that borrow money to draft their own debt management policies with certain mandatory provisions; and

WHEREAS, the Lauderdale County Legislative Body has prepared a debt management policy that includes the mandatory provisions relative to transparency, professionals and conflicts.

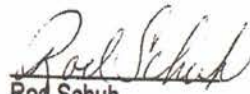
NOW, THEREFORE, BE IT RESOLVED by the Lauderdale County Legislative Body meeting in regular session at Ripley, Tennessee, on this 12th day of December, 2011, that:

SECTION 1. The debt management policy attached as Exhibit A to this resolution, incorporated herein by reference, is hereby adopted.

SECTION 2. This resolution shall take effect upon passage, the public welfare requiring it.

ADOPTED this 12th day of December, 2011.

APPROVED:


Rod Schuh
County Mayor

ATTEST:


Linda Summar
County Clerk



Lauderdale County Debt Management Policy

December 12, 2011

The purpose of this debt policy is to establish a set of parameters by which debt obligations will be undertaken by Lauderdale County, Tennessee. This policy reinforces the commitment of Lauderdale County Government and its officials to manage the financial affairs of the County so as to minimize risks, avoid conflicts of interest, and ensure transparency while still meeting the capital needs of the County. A debt management policy signals to the public and the rating agencies that the County is using a disciplined and defined approach to financing capital needs and fulfills the requirements of the State of Tennessee regarding the adoption of a debt management policy.

The goal of this policy is to assist decision makers in planning, issuing and managing debt obligations by providing clear direction as to the outcome desired.

Definition of Debt: All obligations of the County to repay, with or without interest, in installments and/or at a later date, some amount of money utilized for the purpose, construction, or operation of County resources. This includes but is not limited to notes, bond issues, capital leases, and loans of any type.

Approval of Debt: Bond anticipation notes, capital outlay notes, grant anticipation notes, and tax and revenue anticipation notes will be submitted to the State of Tennessee Comptroller's Office and the County Commission prior to issuance or entering into the obligation. A plan for refunding debt issues will also be submitted to the Comptroller's Office prior to issuance. Capital or equipment leases may be entered into by the County Commission; however, details on the lease agreement will be forwarded to the Comptroller's Office on the specified form within 45 days.

Transparency

- The County shall comply with legal requirements for notice and for public meetings related to debt issuance.
- All notices shall be posted in the customary and required posting locations, including as required local newspapers; bulletin boards
- All costs (including principal, interest, issuance, continuing, and one-time) shall be clearly presented and disclosed to the citizens, County Commission, and other stakeholders.
- The terms and life of each debt issue shall be clearly presented and disclosed to the citizens/members, County Commission, and other stakeholders in a timely manner.
- A debt service schedule outlining the rate of retirement for the principal amount shall be clearly presented and disclosed to the citizens/members, County Commission, and other stakeholders in a timely manner.
- Long-term debt shall not be used to finance current operations. Long-term debt may be used for capital purchases or construction identified through the capital improvement.

regional development, transportation, or master process or plan. Short-term debt may be used for certain projects and equipment financing as well as for operational borrowing.

- In accordance with Generally Accepted Accounting Principles and state law,
 1. The maturity of the underlying debt will not be more than the useful life of the assets purchased or built with the debt, not to exceed 30 years; however, an exception may be made with respect to federally sponsored loans, provided such an exception is consistent with law and accepted practices.
 2. Debt issued for operating expenses must be repaid within the same fiscal year of issuance or incurrence.

Types and Limits of Debt:

The County will seek to limit total outstanding debt obligations to

- (1,200 per capita, excluding overlapping debt, enterprise debt, and revenue debt.
- The limitation on total outstanding debt must be received prior to the issuance of any new debt.
- The County's total outstanding debt obligation will be monitored and reported to the County Commission by the County Mayor. The County Mayor shall monitor the maturities and terms and conditions of all obligations to ensure compliance. The County Mayor shall also report to the County Commission any matter that adversely affects the credit or financial integrity of the County.
- The County is authorized to issue General Obligation bonds, Revenue bonds, TIF's, loans, notes and other debt allowed by law.
- The County will seek to structure debt with level or declining debt service payments over the life of each individual bond issue or loan.
- As a rule, the County will not back load, use "wrap-around" techniques, balloon payments or other exotic formats to pursue the financing of projects. When refunding opportunities, natural disasters, other non-general fund revenues, or other external factors occur, the County may utilize non-level debt methods. However, the use of such methods must be thoroughly discussed in a public meeting and the mayor and governing body must determine such use is justified and in the best interest of the county.
- The County may use capital leases to finance short-term projects.
- Bonds backed with a general obligation pledge often have lower interest rates than revenue bonds. The County may use its General Obligation pledge with revenue bond issues when the populations served by the revenue bond projects overlap or significantly are the same as the property tax base of the County.
- The County recognizes the value of variable rate debt obligations and that counties have greatly benefited from the use of variable rate debt in the financing of needed infrastructure and capital improvements.
- However, the County also recognizes there are inherent risks associated with the use of variable rate debt and will implement steps to mitigate these risks; including:

1. The County will annually include in its budget and interest rate assumption for any outstanding variable rate debt that takes market fluctuations affecting the rate of interest into consideration.
 2. Prior to entering into any variable rate debt obligation that is backed by insurance and secured by a liquidity provider, the County Commission shall be informed of the potential affect on rates as well as any additional costs that might be incurred should the insurance fail.
 3. Prior to entering into any variable rate debt obligation that is backed by a letter of credit provider, the County Commission shall be informed of the potential affect on rates as well as any additional cost that might be incurred should the letter of credit fail.
 4. Prior into entering into any variable rate debt obligation, the County Commission will be informed of any terms, conditions, fees, or other costs associated with the prepayment of variable rate debt obligations.
 5. The County shall consult with persons familiar with the arbitrage rules to determine applicability, legal responsibility, and potential consequences associated with any variable rate debt obligation.
- The County chooses not to use derivative or other exotic financial structures in the management of the County's debt portfolio.
 - Prior to any reversal of this provision:
 1. A written management report outlining the potential benefits and consequences of utilizing these structures must be submitted to the County Commission; and
 2. The County Commission must adopt, by a two-thirds vote, a specific amendment to this policy concerning the use of derivatives or interest rate agreements that complies with the State Funding Board Guidelines.
 - All costs associated with the initial issuance or incurrence of debt, management and repayment of debt (including interest, principle, and fees or charges) shall be disclosed prior to action by the County Commission in accordance with the notice requirements stated above.
 - In case of variable interest or non-specified costs, detailed explanation of the assumptions shall be provided along with the complete estimate of total costs to be incurred as part of the debt issue.
 - Cost related to the repayment of debt, including liabilities for future years, shall be provided in context of the annual budgets from which such payments will be funded (i.e. General Obligation bonds in context of the General Fund, Revenue bonds in context of the dedicated revenue stream and related expenditures, loans and notes).
 - * ▪ The County will refund debt when it is in the best financial interest of the County to do so, and the County Mayor shall have the responsibility to analyze outstanding bond issues for refunding opportunities. The decision to refinance must be approved by the governing body, and all plans for current or advance refunding of debt must be in compliance with State laws and regulations.
 - The County Mayor will consider the following issues when analyzing possible refunding opportunities.

1. Onerous Restrictions – Debt may be refinanced to eliminate onerous or restrictive covenants contained in existing debt documents, or to take advantage of changing financial conditions or interest rates.
2. Restructuring for Economic Purposes – The County will refund debt when it is in the best financial interest of the County to do so. Such refunding may include restructuring to meet unanticipated revenue expectations, achieve cost savings, mitigate irregular debt service payments, or to release reserve funds. Current refunding opportunities may be considered by the County Mayor if the refunding generates positive present value savings, and the County Mayor must establish a minimum present value savings threshold for any refinancing.
3. Terms of Refunding Issues- The County will refund bonds with in the term of the originally issued debt. However, the County Mayor may consider maturity extensions, when necessary to achieve a desired outcome, provided such extension is legally permissible. The County Mayor may also consider shortening the term of the original issued debt to realize greater savings. The remaining useful life of the financed facility and the concept of intergenerational equity should guide this decision.
4. Escrow Structuring – The County shall utilize the least costly securities available in structuring refunding escrows. Under no circumstances shall an underwriter, agent or financial advisor sell escrow securities to the County from its own account.
5. Arbitrage – The County will consult with persons familiar with the arbitrage rules to determine applicability, legal responsibility, and potential consequence associated with any refunding.

The County shall require all professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both the County and the lender or conduit issuer, if any. This includes "soft" costs or compensations in lieu of direct payments.

- Counsel: Lauderdale County shall enter into an engagement letter agreement with each lawyer or law firm representing the county in a debt transaction. *(No engagement letter is required for any lawyer who is an employee of the county or lawyer or law firm which is under a general appointment or contract to serve as counsel to the county. The county does not need an engagement letter with counsel not representing the county, such as underwriters' counsel.)*
- Financial Advisor: *(If the County chooses to hire financial advisors)* The county shall enter into a written agreement with each person or firm serving as financial advisor for debt management and transactions.
 - Whether in a competitive or negotiated sale, the financial advisor shall not be permitted to bid on, privately place or underwrite an issue for which they are or have been providing advisory services for the issuance.
- Underwriter: *(If there is an underwriter)* The County shall require the underwriter to clearly identify itself in writing (e.g., in a response to a request for proposals or in promotional materials provided to an issuer) as an underwriter and not as a financial advisor from the earliest stages of its relationship with the county with respect to that issue. The underwriter must clarify its primary role as a purchaser of securities in an arm's-length commercial transaction and that it has financial and other interests that

differ from those of the county. The underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the governing body (or its designated official) in advance of the pricing of the debt.

Conflicts

- Professionals involved in a debt transaction hired or compensated by the county shall be required to disclose to the county existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the county to appreciate the significance of the relationships.
- Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

Review of Policy:

This policy shall be reviewed at least annually by the County Commission with the approval of the annual budget. Any amendments shall be considered and approved in the same process as the initial adoption of this Policy, with opportunity for public input.

Compliance:

The County Mayor is responsible for ensuring compliance with this policy.

TCA References: TCA 7, Part 9 – Contracts, leases, and lease Purchase Agreements TCA 9, Part 21 - Local Government Public Obligations law

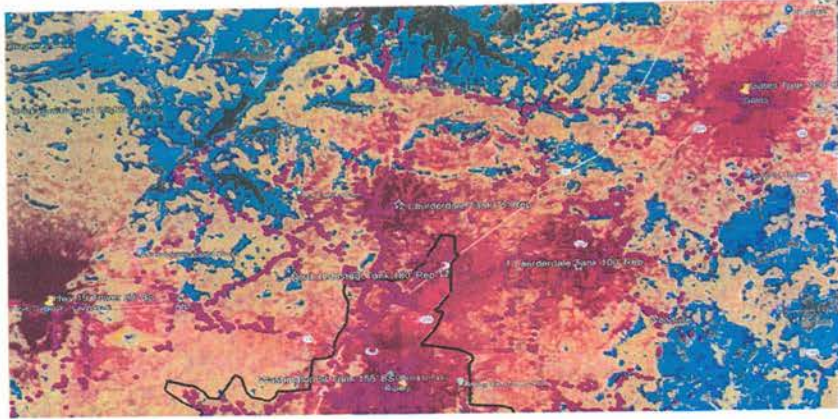
Motion was made by Commissioner J. Pursell to Readopt the Debt Service Management Policy originally passed on December 12, 2011. Motion was seconded by Commissioner M. Moore and unanimously approved.

RGWW – AMI Network Infrastructure Investment

- RGWW Investment of \$300K for AMI Network Infrastructure
- Ability to Share Network Infrastructure (Frequency Specific)
- Each City/Utility will have its own FCC License
- Tank Easements
- 4 Base Stations
- 4 Repeaters

Benefit from RGWW Investment (Tank Easements) & steps to utilize AMI Network

- Share RGWW AMI Network Infrastructure
- Shared Gas Meter Sites with County Water should connect to deployed Ripley Network
- Software Upgrade - Needed
- FCC License - Needed
- Existing Master Meter Customer Loyalty Pricing Structure
- Prop Study – No Cost by Master Meter
- Possibly will need Additional Base Station/Repeaters based on Prop Study



Key Features	3G AMR	Allegro Mobile	Allegro AMI
"Under the Glass" Interpreter II Platform	•	•	•
Fully Wireless 3rd Party Meter Interoperability	•	•	•
Time-Stamped Data	•	•	•
High Resolution Reads (15 Minute)		•	•
Dual-Band Smart Antenna		•	•
Data Logging	4,000 points Hourly Reads	5,760 points of Hourly Reads	5,760 points of 15 Min Reads
Mobile/Fixed Migratable		•	•
Outside RF Interference Protection		•	•
OTA Firmware Updates		•	•
Remote OTA Firmware Updates			•
Remote OTA Programming			•
Twice Daily Data Upload to Cloud			•
On-Demand Reads			•
Near Real-Time Alert Notification			•

Master Meter (Allegro AMI/AMR) – System Specs

Network:



- Secure FCC Licensed 450-470 MHz Network
- Optiv™ and Deloitte-audited security apparatus
- Extremely high 'link budget' to minimize required infrastructure and long-term ownership cost.
- Flexible Infrastructure options
- Two-way system

Meter/Register:



- 2-Way Transmission
- Licensed Frequency
- Zero Wires
- AMR or AMI

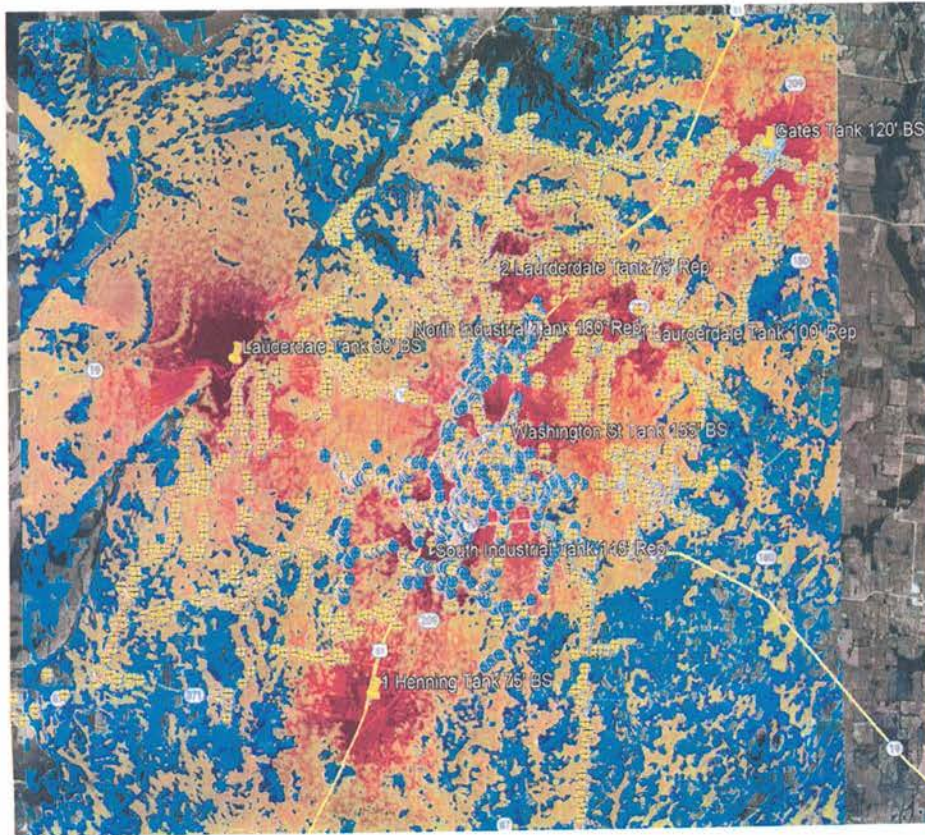
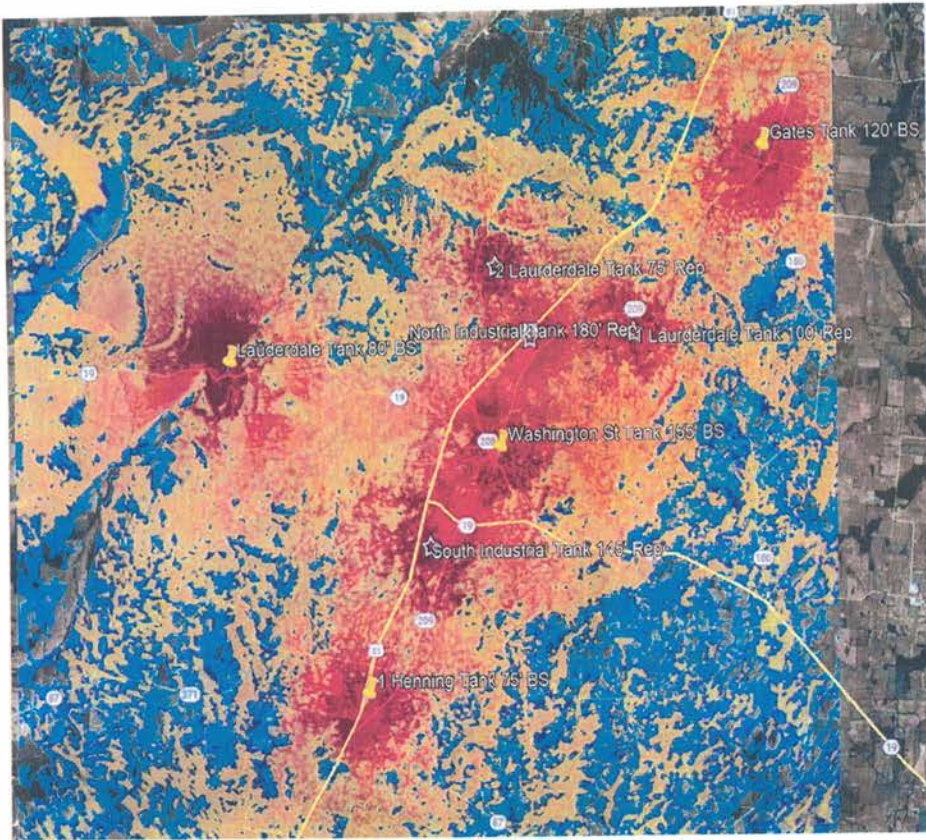
AMI Benefits

Leak Alerts – Within 12hours

Meter ID	Alert Type	Severity
0000678205	Leak	●
00002040657	Leak	●
00002171206	Leak	●
00002025112	Leak	●
00002130401	Leak	●
00002173091	Leak	●
00002155028	Leak	●
00006830230	Leak	●
00007475212	Leak	●
00008721737	Leak	●

Customer Data-log History – Real-Time Data with Allegro AMI

Date	Last Read (Gallons)	Consumption	Meter Status
01/19/2024	19030.0	142.0	Leak Alarm
01/15/2024	18920.0	179.0	Leak Alarm
01/14/2024	18940.0	178.0	Leak Alarm
01/13/2024	18970.0	202.0	OK
01/12/2024	18947.0	170.0	OK
01/11/2024	18977.0	140.0	OK
01/10/2024	18920.0	271.0	OK
01/09/2024	18790.0	40.0	OK



This instrument prepared by:
Rachel J. Jackson
City Attorney, City of Ripley, Tennessee
121A West Jackson Avenue
Ripley, Tennessee 38063
731-635-0767

GRANTOR: Lauderdale County, Tennessee
GRANTEE: Ripley Gas, Water & Wastewater, a municipal utility, Ripley, Tennessee
PARCEL NO: Map 68, Parcel 5.02

UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby sell, transfer, and convey unto GRANTEE a utility easement to, through, over, and under the hereinafter described property located in the Lightfoot/Luckett community, Ripley, Lauderdale County, Tennessee, to wit:

SITUATED IN Lauderdale County, Tennessee, said property being more particularly described as the Lauderdale County Water System elevated water tank located in the Lightfoot/Luckett community, at Map 68, Parcel 5.02, Property Assessor's Roll for Lauderdale County, Tennessee.

Being the same property conveyed to Lauderdale County, Tennessee, by deed recorded in Deed Book 231, page 351, of the Register's Office of Lauderdale County, Tennessee.

This utility easement is for the installation, operation, and any necessary or desired modification or repair of an Advanced Metering Infrastructure (AMI) 2-Way Fixed Network long range radio base station affixed to Grantor's property (Lauderdale County Water System elevated water tank – Lightfoot/Luckett) as described, with construction/installation executed by and all necessary repairs, except as occasioned by third parties, made by Ripley Gas, Water, and Wastewater and, if necessary, by other City of Ripley agents or contractors. *(No formal project number is assigned; informally referred to as Base Station 1)* It is agreed that, as a part of the consideration for this agreement, Grantor will be allowed to share in the use of Grantee's (AMI) 2-way fixed network system installed, if Grantor elects to do so; provided, however, that any additional equipment required for said sharing will be supplied by Grantor.

Said utility easement shall be in force for twenty (20) years from the date of execution, provided:

1. Each party shall provide to the other reasonable accommodation for modification, repair, or the like during said term. The parties shall submit to mediation any request for accommodation which cannot be amicably resolved between them.
2. Following the initial 20-year period, the easement shall continue until such time as either party notifies the other in writing of its desire to terminate the easement, or a court determines that Grantee has abandoned the easement, whichever occurs first.

This is not a conveyance by GRANTOR of the fee in said property, but only the rights, privileges and utility easement herein set forth.

GRANTEE agrees that, where applicable, the surrounding surface of the land shall be restored to as near the same condition as it was before the construction, maintenance, or repair, considering the construction, maintenance, or repair purpose.

GRANTOR agrees to the purpose of said easement and shall provide GRANTEE unobstructed access to said easement for GRANTEE to carry out said purpose.

TO HAVE AND TO HOLD THE above-described easement for the installation, operation, modification, and repair of an Advanced Metering Infrastructure (AMI) 2- Way Network long range radio base station unto GRANTEE, its successors, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands this 24 day of January, 2024.

LAUDERDALE COUNTY, TENNESSEE, BY:

Maurice Gaines
MAURICE GAINES, MAYOR

ATTEST: Linda Summar
LINDA SUMMAR, CLERK

STATE OF TENNESSEE
LAUDERDALE COUNTY

On this 24 day of January, 2024, before me personally appeared, MAURICE GAINES and LINDA SUMMAR, as Mayor and Clerk, respectively, of LAUDERDALE COUNTY, TENNESSEE, to me known, or proved to me on the basis of satisfactory evidence, to be the person(s) described in and who executed the foregoing instrument, being properly authorized so to do, and acknowledge that they executed the same as their free act and deed on behalf of LAUDERDALE COUNTY, TENNESSEE.

Given under my hand and seal of office, this 24 day of January, 2024.

SEAL:



Lea Turnbow
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9-23-25

This instrument prepared by:
Rachel J. Jackson
City Attorney, City of Ripley, Tennessee
121A West Jackson Avenue
Ripley, Tennessee 38063
731-635-0767

GRANTOR: Lauderdale County, Tennessee
GRANTEE: Ripley Gas, Water & Wastewater, a municipal utility, Ripley, Tennessee
PARCEL NO: Map 72, Parcel 13.05

UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby sell, transfer, and convey unto GRANTEE a utility easement to, through, over, and under the hereinafter described property located in the Bluebird Hill/Whitefield community, Ripley, Lauderdale County, Tennessee, to wit:

SITUATED IN Lauderdale County, Tennessee, said property being more particularly described as the Lauderdale County Water System elevated water tank located in the Bluebird Hill/Whitefield community, at Map 72, Parcel 13.05, Property Assessor's Roll for Lauderdale County, Tennessee.

Being the same property conveyed to Lauderdale County, Tennessee, by deed recorded in Deed Book 229, page 251, of the Register's Office of Lauderdale County, Tennessee.

This utility easement is for the installation, operation, and any necessary or desired modification or repair of an Advanced Metering Infrastructure (AMI) 2-Way Fixed Network long range radio peripheral repeater affixed to Grantor's property (Lauderdale County Water System elevated water tank – Bluebird Hill/Whitefield) as described, with construction/installation executed by and all necessary repairs, except as occasioned by third parties, made by Ripley Gas, Water, and Wastewater and, if necessary, by other City of Ripley agents or contractors. *(No formal project number is assigned; informally referred to as Repeater Station 2)* It is agreed that, as a part of the consideration for this agreement, Grantor will be allowed to share in the use of Grantee's (AMI) 2-way fixed network system installed, if Grantor elects to do so; provided, however, that any additional equipment required for said sharing will be supplied by Grantor.

Said utility easement shall be in force for twenty (20) years from the date of execution, provided:

1. Each party shall provide to the other reasonable accommodation for modification, repair, or the like during said term. The parties shall submit to mediation any request for accommodation which cannot be amicably resolved between them.

2. Following the initial 20-year period, the easement shall continue until such time as either party notifies the other in writing of its desire to terminate the easement, or a court determines that Grantee has abandoned the easement, whichever occurs first.

This is not a conveyance by GRANTOR of the fee in said property, but only the rights, privileges and utility easement herein set forth.

GRANTEE agrees that, where applicable, the surrounding surface of the land shall be restored to as near the same condition as it was before the construction, maintenance, or repair, considering the construction, maintenance, or repair purpose.

GRANTOR agrees to the purpose of said easement and shall provide GRANTEE unobstructed access to said easement for GRANTEE to carry out said purpose.

TO HAVE AND TO HOLD THE above-described easement for the installation, operation, modification, and repair of an Advanced Metering Infrastructure (AMI) 2- Way Network long range radio peripheral repeater unto GRANTEE, its successors, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of January, 2024.

LAUDERDALE COUNTY, TENNESSEE, BY:

Maurice Gaines
MAURICE GAINES, MAYOR

ATTEST: Linda Summar
LINDA SUMMAR, CLERK

STATE OF TENNESSEE
LAUDERDALE COUNTY

On this 24 day of January, 2024, before me personally appeared, MAURICE GAINES and LINDA SUMMAR, as Mayor and Clerk, respectively, of LAUDERDALE COUNTY, TENNESSEE, to me known, or proved to me on the basis of satisfactory evidence, to be the person(s) described in and who executed the foregoing instrument, being properly authorized so to do, and acknowledge that they executed the same as their free act and deed on behalf of LAUDERDALE COUNTY, TENNESSEE.

Given under my hand and seal of office, this 24 day of January, 2024

SEAL:



Lea Turnbow
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9-23-25

This instrument prepared by:
Rachel J. Jackson
City Attorney, City of Ripley, Tennessee
121A West Jackson Avenue
Ripley, Tennessee 38063
731-635-0767

GRANTOR: Lauderdale County Water System, Ripley, Lauderdale County, Tennessee
GRANTEE: Ripley Gas, Water & Wastewater, a municipal utility, Ripley, Tennessee
PARCEL NO: Map 58, Parcel 53.00

UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby sell, transfer, and convey unto GRANTEE a utility easement to, through, over, and under the hereinafter described property located in the Central community, Ripley, Lauderdale County, Tennessee, to wit:

SITUATED IN Lauderdale County, Tennessee, said property being more particularly described as the Lauderdale County Water System elevated water tank located in the Central community, at Map 58, Parcel 53.00.

Being the same property conveyed to Lauderdale County Water System by deed recorded in Deed Book 292, page 231, of the Register's Office of Lauderdale County, Tennessee.

This utility easement is for the installation, operation, and any necessary or desired modification or repair of an Advanced Metering Infrastructure (AMI) 2-Way Fixed Network long range radio peripheral repeater affixed to Grantor's property (Lauderdale County Water System elevated water tank - Central) as described, with construction/installation executed by and all necessary repairs, except as occasioned by third parties, made by Ripley Gas, Water, and Wastewater and, if necessary, by other City of Ripley agents or contractors. *(No formal project number is assigned; informally referred to as Repeater Station 1)*. It is agreed that, as a part of the consideration for this agreement, Grantor will be allowed to share in the use of Grantee's (AMI) 2-way fixed network system installed, if Grantor elects to do so; provided, however, that any additional equipment required for said sharing will be supplied by Grantor.

Said utility easement shall be in force for twenty (20) years from the date of execution, provided:

1. Each party shall provide to the other reasonable accommodation for modification, repair, or the like during said term. The parties shall submit to mediation any request for accommodation which cannot be amicably resolved between them.
2. Following the initial 20-year period, the easement shall continue until such time as either party notifies the other in writing of its desire to terminate the easement, or a court determines that Grantee has abandoned the easement, whichever occurs first.

This is not a conveyance by GRANTOR of the fee in said property, but only the rights, privileges and utility easement herein set forth.

GRANTEE agrees that, where applicable, the surrounding surface of the land shall be restored to as near the same condition as it was before the construction, maintenance, or repair, considering the construction, maintenance, or repair purpose.

GRANTOR agrees to the purpose of said easement and shall provide GRANTEE unobstructed access to said easement for GRANTEE to carry out said purpose.

TO HAVE AND TO HOLD THE above-described easement for the installation, operation, modification, and repair of an Advanced Metering Infrastructure (AMI) 2- Way Network long range radio peripheral repeater unto GRANTEE, its successors, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of January, 2024.

LAUDERDALE COUNTY WATER SYSTEM, BY:

STEPHANIE KISSELL, UTILITY BOARD CHAIR

BRIAN BAKER, SUPERINTENDENT

STATE OF TENNESSEE
LAUDERDALE COUNTY

On this _____ day of January, 2024, before me personally appeared, STEPHANIE KISSELL and BRIAN BAKER, as Utility Board Chair and Superintendent, respectively, of the LAUDERDALE COUNTY WATER SYSTEM, to me known, or proved to me on the basis of satisfactory evidence, to be the person(s) described in and who executed the foregoing instrument, being properly authorized so to do, and acknowledge that they executed the same as their free act and deed on behalf of LAUDERDALE COUNTY WATER SYSTEM.

Given under my hand and seal of office, this _____ day of _____, 20____.

SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

Motion was made by Commissioner J. Pursell to approve the Request for Ripley Gas, Water, & Wastewater Utility Easement to include one Lauderdale County Water easement and two Lauderdale County easements. Motion was seconded by Commissioner T. Rankin and with a roll call vote was unanimously approved subject to adjustment in writing to provide Gas and Water the use of City equipment.



JUDY CONRAD

LAUDERDALE COUNTY TRUSTEE

100 COURT SQUARE

Ripley, TN 38063

January 12, 2024

Lauderdale County Commissioners:

OVERVIEW OF Year-To-Date REPORT(12-31-2023)

This report includes each fund/Department with the beginning and ending balances for 2024(July 1, 2023 ending December 31, 2023). It reflects the total receipts, disbursements, adjustments, transfer in and transfers out and their commissions. On page 4 of this report, the summary of assets is:

Cash on hand	\$	600.00 (Our teller cash)
Cash in Banks		15,318,271.70
Investments		30,123,983.70
<u>Accounts Receivables</u>		<u>11,037.00 (Outstanding Tax Relief payments)</u>
Total ASSETS		\$ 45,453,892.40

Following Report: TRIAL BALANCE -DECEMBER 31,2023

Trial Balance is same report for above, just a different format with Debits and Credits totaled.

In December, 2023; we added \$1,250,659.00 to our tax roll for Public Utilities. These assessments come from the State of TN.

2022 County Taxes to be transferred to Chancery – April 1, 2024

As of January 9, 2024, the total is \$344,629.51 which includes Real Property, Personal Property and Public Utilities.

TAX RELIEF FOR 2023-2024

Income Limit for 2024 is \$33,460.00 per household for elderly, disabled. The State is paying up to 150.00 per parcel on their personal residence which is lower than last year. Disabled Veterans have to be rated totally and permanently disabled from service-connected disability on or before 12/31/23. State will pay a maximum of \$175,000.00 market of their home value on which tax relief is calculated. Widow(er) of disabled Veteran can be eligible if married to veteran at time of death.

This is a State Funded Program and Lauderdale County is reimbursed. For 2023-2024

Elderly	489	71,808.00
Disabled	52	7,477.00
Disable Veterans	39	26,904.00
Disable Veterans Widow(er)	13	<u>7,156.00</u>
Total	593	\$113,345.00

We have several new applicants signed up for program that is not in this total.

It is my pleasure and honor to serve as your Trustee for Lauderdale County. I look forward to serving you for this term.


Judy Conrad

Lauderdale County Trustee

Template Name:
Created By: LGC

Lauderdale County Trustee
YTD RDB Report
Thru December 2023

User:
Date/Time:

July Conrad
1/9/2024 9:43 AM
Page 1 of 4

Dept Description	Beginning Balance	Adjustments	Receipts	Transfers In	Disbursements	Transfers Out	Commissions	Ending Balance
101 General	-13,311,576.99	-4,450.40	-6,197,341.48	0.00	6,656,711.05	0.00	74,277.44	-12,762,380.38
114 Law Library	-2,649.58	0.00	-468.58	0.00	123.43	0.00	4.69	-2,990.04
122 Drug Fund	-155,249.67	0.00	-6,675.42	0.00	85,668.56	0.00	0.00	-76,256.43
126 Old Du Acct - Do Not Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
127 Other General Government Special Revenue	-1,824,910.01	0.00	-119,063.11	0.00	609,626.89	0.00	0.00	-3,334,146.23
131 Highway/Public Works	-3,211,771.28	-11,832.40	-2,226,146.17	0.00	2,385,715.31	0.00	20,195.24	-3,045,839.30
141 General Purpose School	-11,370,190.56	-1,553.42	-17,988,068.18	0.00	18,163,380.14	0.00	67,518.37	-13,128,913.65
142 School Federal Projects	651,998.25	0.00	-4,150,146.20	0.00	19,28,628.70	0.00	0.00	-875,515.75
143 Central Cafeteria	704,765.96	0.00	-1,157,729.43	0.00	1,379,178.87	0.00	0.00	-483,316.52
147 School Sales Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
151 General Debt Service	-1,140,415.16	-13.06	-18,574.80	0.00	148,759.23	0.00	234.36	-1,010,009.43
152 Payroll Tax Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
171 Capital Outlay	0.00	0.00	-19,499.69	0.00	19,499.69	0.00	0.00	0.00
172 Community Development/Industrial Park	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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Template Name:
Created By: LGC

Lauderdale County Trustee
YTD RDB Report
Thru December 2023

User:
Date/Time:

July Conrad
1/9/2024 9:43 AM
Page 2 of 4

177 Education Capital Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
178 THDA HOME GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
179 CDBG-NDR	0.00	0.00	-612,521.62	0.00	504,274.61	0.00	0.00	-108,696.41
180 CDBG-AMBULANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205 Ambulance Authority	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
207 Landfill	-1,012,699.18	-156.80	-451,795.52	0.00	-422,089.06	0.00	2,381.29	-1,042,181.15
301 Net Valid	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
351 City Sales Tax	-1,184,534.29	0.00	837,022.80	0.00	711,322.32	0.00	8,320.24	-1,496,314.33
352 1/4 Cent Sales Tax	-2,071,422.07	0.00	826,391.63	0.00	0.00	0.00	8,263.93	-2,889,549.77
353 Waterworks	-4,174,820.22	0.00	-1,005,705.84	0.00	237,567.33	0.00	79.89	-4,442,878.04
359 Community Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
361 25th Judiciary Task Force	-447,722.25	0.00	-107,892.30	0.00	158,750.86	0.00	0.00	-596,063.73
364 District Attorney	-152,446.56	0.00	7,369.42	0.00	21,358.12	0.00	0.00	-138,457.86
22200 Other Deferred Revenue	0.00	0.00	-6,351.14	0.00	6,351.14	0.00	0.00	0.00
24490 Other Collections	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

(1)

Fund: 999 County Trustee

AccountNumber	Account Description	Beginning Balance	Debits	Credits	Ending Balance
999-11120	-- -- Cash On Hand	600.00	8,165,726.79	8,165,726.79	600.00
999-11130	-- -100 Cash In Bank - Bank Of Ripley	10,666,814.45	38,452,978.84	38,113,866.21	11,205,927.08
999-11130	-- -200 Cash In Bank - Bank Of Halls	14,943.16	40,090.47	695.47	54,184.18
999-11130	-- -300 Cash In Bank - Lauderdale Co Bank #1	11,363.64	55,185.89	0.00	66,549.73
999-11130	-- -500 Cash In Bank - Gates Bank	6,241.76	12,916.90	0.72	19,157.94
999-11130	-- -700 Cash In Bank - First Citizens National Bank	25,392.95	54,763.59	0.00	80,156.54
999-11130	-- -900 Cash In Bank - BOR - American Rescue Plan	3,824,910.01	119,063.11	601,676.89	3,342,296.23
999-11130	-- -B41 Cash In Bank - Board Of Education- 141	200,000.00	6,250,026.87	6,250,026.87	200,000.00
999-11130	-- -B42 Cash In Bank - Board Of Education 142	500,000.00	2,301,436.30	2,701,436.30	100,000.00
999-11130	-- -B43 Cash In Bank - Board Of Education 143	100,000.00	821,146.20	821,146.20	100,000.00
999-11130	-- -HWY Cash In Bank - Highway	100,000.00	2,390,955.45	2,390,955.45	100,000.00
999-11130	-- -MAY Cash In Bank - Mayor	200,000.00	8,735,240.97	8,735,240.97	200,000.00
999-11130	-- -WAT Cash In Bank - Water	50,000.00	779,872.46	779,872.46	50,000.00
999-11300	-- -BCH Investments - Bank Of Halls Investments	1,699,000.00	0.00	0.00	1,699,000.00
999-11300	-- -BOR Investments - Bank Of Ripley Investments	15,078,703.83	0.00	0.00	15,078,703.83
999-11300	-- -BT Investments - Bank Tennessee Investments	5,813,978.00	3,532.83	0.00	5,817,510.83
999-11300	-- -FCB Investments - First Citizens Bank Investment	4,485,098.44	0.00	0.00	4,485,098.44
999-11300	-- -GB Investments - Gates Bank Investments	1,357,500.00	0.00	0.00	1,357,500.00
999-11300	-- -LCB Investments - Lauderdale Co Bank - Investment	1,687,430.87	0.00	1,260.27	1,686,170.60
999-11905	-- -- Credit Card Receivable	0.00	17,998.00	17,998.00	0.00
999-11100	-- -- Accounts Receivable	3,167.00	36,171.00	28,201.00	11,037.00
999-14310	-- -- Undistributed Warrants	0.00	15,340,728.91	15,340,728.91	0.00
	Total	45,825,144.33	83,577,834.58	83,949,086.51	45,453,892.40
	Assets				
999-21500	-101 -- Due To Other Funds - General	(13,311,576.99)	6,853,678.12	6,324,481.51	(12,782,360.38)
999-21500	-114 -- Due To Other Funds - Law Library	(2,649.58)	128.12	468.58	(2,990.04)
999-21500	-122 -- Due To Other Funds - Drug Fund	(155,249.57)	85,670.24	6,677.00	(76,256.43)
999-21500	-127 -- Due To Other Funds - Other General Government Special	(3,824,910.01)	762,932.54	272,168.76	(3,334,142.23)
999-21500	-131 -- Due To Other Funds - Highway/Public Works	(3,213,771.28)	2,711,007.20	2,543,075.22	(3,045,839.30)
999-21500	-141 -- Due To Other Funds - General Purpose School	(13,370,190.56)	18,735,059.09	18,493,782.18	(13,126,913.65)
999-21500	-142 -- Due To Other Funds - School Federal Projects	(653,998.25)	5,094,062.00	5,315,579.50	(875,515.75)
999-21500	-143 -- Due To Other Funds - Central Cafeteria	(704,765.56)	1,402,356.10	1,180,906.66	(883,316.52)
999-21500	-151 -- Due To Other Funds - General Debt Service	(1,140,415.16)	300,760.15	170,354.42	(1,010,009.43)
999-21500	-171 -- Due To Other Funds - Capital Outlay	0.00	19,499.69	19,499.69	0.00
999-21500	-179 -- Due To Other Funds - CDBG-NDR	0.00	752,377.37	861,073.78	(108,696.41)
999-21500	-207 -- Due To Other Funds - Landfill	(1,012,699.18)	431,290.61	460,772.58	(1,042,181.15)
999-21500	-351 -- Due To Other Funds - City Sales Tax	(1,384,534.29)	720,829.94	832,609.98	(1,496,314.33)
999-21500	-352 -- Due To Other Funds - 3/4 Cent Sales Tax	(2,071,422.87)	8,263.93	826,291.63	(2,889,549.77)
999-21500	-353 -- Due To Other Funds - Waternworks	(4,174,800.22)	762,383.12	1,030,441.74	(4,442,878.84)
999-21500	-363 -- Due To Other Funds - 25th Judiciary Task Force	(647,722.29)	159,892.74	108,234.18	(596,063.73)

Fund: 999 County Trustee

AccountNumber	Account Description	Beginning Balance	Debits	Credits	Ending Balance
999-21500	-364 -- Due To Other Funds - District Attorney	(152,446.54)	21,358.12	7,369.62	(138,457.86)
999-22200	-- -- Other Deferred Revenue	0.00	6,351.14	6,351.14	0.00
999-22200	-999 -- Other Deferred Revenue - County Trustee	0.00	3,624.14	3,624.14	0.00
999-28310	-- -- Undistributed Taxes	0.00	14,248.95	14,248.95	0.00
999-28311	-999 -- Undistributed Taxes Paid in Advance - County Trustee	(3,972.26)	13,261.22	9,671.54	(382.58)
999-29900	-- -- Fee/Commission Account	0.00	188,466.26	188,466.26	0.00
	Total	(45,825,144.33)	39,047,500.79	38,676,248.86	(45,453,892.40)
	Liabilities				
Fund Totals: 999	County Trustee	0.00	122,625,335.37	122,625,335.37	0.00

1-8-2024
 Judy Conrad
 Lauderdale County Trustee

Tax Year: 2022

Beginning Property Tax Aggregate:	\$9,741,488.00	(+)
Additions:	\$25,340.00	(+)
Increases:	\$1,617.00	(+)
Total Taxes To Account For:	\$9,768,445.00	(=)
Taxes Collected:	\$9,455,006.90	(+)
Deletions:	\$4,006.00	(+)
Decreases:	\$7,244.00	(+)
Unpaid Taxes:	\$302,188.10	(+)
Bankruptcies:	\$330.59	
State Appeal:	\$0.00	
State Deferred:	\$0.00	
Total Taxes Accounted For:	\$9,768,445.00	(=)

11/9/24

2022 Taxes Unpaid
 302,188.10 R.E. Tax
 - 330.59 Bankruptcies

 301,857.51
 + 42,772.00

 344,629.51 Total

Beginning Public Utility Aggregate:	\$1,545,144.00	(+)
Additions:	\$0.00	(+)
Increases:	\$0.00	(+)
Total Taxes To Account For:	\$1,545,144.00	(=)
Taxes Collected:	\$1,502,372.00	(+)
Deletions:	\$0.00	(+)
Decreases:	\$0.00	(+)
Unpaid Public Utilities:	\$42,772.00	(+)
Bankruptcies:	\$0.00	
State Appeal:	\$0.00	
Total Taxes Accounted For:	\$1,545,144.00	(=)

These will be moved to Chancery Court if not paid by 4/1/24.
 Trustee's Office will be contacting all accounts delinquent.

Judy Conrad, County Trustee, gave an update on the quarterly financial reports ending December 31, 2023.



RACHEL J. JACKSON
JUDGE
LINDA SUMMAR
CLERK
(731) 635-2961

PROBATE AND JUVENILE COURT
LAUDERDALE COUNTY, TENNESSEE
COURTHOUSE
RIPLEY, TENNESSEE 38063
January 9, 2024

KIM COFFEY
JUVENILE COURT ADMINISTRATOR
(731) 635-3505
DAWN HEMBRY
YOUTH SERVICES OFFICER
(731) 635-3605

Mr. Maurice Gaines
County Mayor
100 Courthouse
Ripley, Tennessee 38063

Dear Maurice:

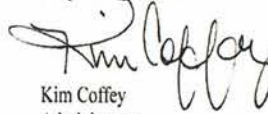
I am requesting the following budget amendments:

Transfer \$13,000.00 from 53500-111 (Probation Officer) to 53500-312 (Contracts)*
Transfer \$4,410.00 from 53500-169 (Part-Time Personnel) to 53500-312 (Contracts)*
Transfer \$3,600.00 from 53500-164 (Attendants) to 53500-204 (Retirement)
Transfer \$2,000.00 from 53500-164 (Attendants) to 53500-205 (Employee Insurance)
Transfer \$4,655.00 from 53500-513 (Workman's Comp) to 53500-205 (Employee Insurance)
Transfer \$750.00 from 53500-307 (Communication) to 53500-205 (Employee Insurance)
Transfer \$1,400.00 from 53500-164 (Attendants) to 53500-336 (Maintenance & Repairs-Equipment)
Transfer \$500.00 from 53500-425 (Gasoline) to 53500-336 (Maintenance & Repairs - Equipment)

*This amendment is being requested due to us paying \$16,950.00 to Shelby County Detention Center for detention bills for the fiscal year 2021/2022.

Please let me know if you should have any questions.

Respectfully submitted,


Kim Coffey
Administrator

LAUDERDALE COUNTY COMMISSION
BUDGET AMENDMENTS
January 22, 2024

FUND 101-County General					
No.	Function	Object	Description	Debit	Credit
1	53500	-111	Juvenile Court-Probation Officer	13,000	
	53500	-164	Juvenile Court - Attendants	7,000.00	
	53500	-169	Juvenile Court - Part-Time Personnel	4,410	
	53500	-204	Juvenile Court -Retirement		3,600
	53500	-205	Juvenile Court-Employee Insurance		7,405.00
	53500	-307	Juvenile Court-Communications	750	
	53500	-312	Juvenile Court-Contracts w/Private Agencies		17,410
	53500	-336	Juvenile Court-Maint/Repair Equipment		1,900
	53500	-425	Juvenile Court-Gasoline	500	
	53500	-513	Juvenile Court - Workman's Comp.	4,655	
			Total Truancy Grant	30,315	30,315
2	54110	-716	Sheriff - Law Enforcement Equipment		73,655
	46290		Other Public Safety Grants	60,750	
	39000		Reserve	12,905	
			<i>Courtroom Security Grant-100%/Vest Contract 50/50 match</i>		
			Total Sheriff	73,655	73,655
3	54310	-169	Fire Prevention & Control-Part-Time Personnel	6,000	
	54310	-189	Fire Prevention & Control-Part-Other Salary/Wages		6,000
			Total Fire Prevention & Control	6,000	6,000
4	55170	-312	Alcohol & Drug Program-Contracted w/Private Agencies		22,009
	55170	-348	Alcohol & Drug Program-Postage		1,880
	55170	-349	Alcohol & Drug Program-Printing Stationary & Forms		1,514
	55170	-355	Alcohol & Drug Program-Travel		1,598
	55170	-429	Alcohol & Drug Program-Instructional Supplies/Materials		1,551
	55170	-435	Alcohol & Drug Program-Office Supplies		2,662
	46230		Safe & Drug Free Schools & Communities	31,214	
			Total Alcohol & Drug Program	31,214	31,214
5	55900	-307	Other Public Health/Welfare-SOR III-Communications	500	
	55900	-312	Other Public Health/Welfare-SOR III-Contracts w/Private		100
	55900	-348	Other Public Health/Welfare-SOR III-Postage		1,000
	55900	-349	Other Public Health/Welfare-SOR III-Printing		1,500
	55900	-429	Other Public Health/Welfare-SOR III-Instructional Supplies	150	
	55900	-599	Other Public Health/Welfare-SOR III-Other Charges		2,900
	46390		Other Health/Welfare Grants	4,850	
			Total Other Public/Welfare-SOR III	5,500	5,500
			Grand Total Fund 101	146,684	146,684

Motion was made by Commissioner T. Sanders to approve the above Budget Amendments.

Motion was seconded by Commissioner E. Smith and upon roll call vote was unanimously approved.

LAUDERDALE COUNTY COMMISSION
 BUDGET AMENDMENTS
 January 22, 2024

FUND 207-LANDFILL				Debit	Credit
No.	Function	Object	Description		
1	55754	-143	Landfill-Equipment Operators	5,379	
	55754	-162	Landfill-Clerical Personnel		4,167
	55754	-169	Landfill-Part-Time Personnel		10,500
	55754	-205	Landfill-Employee/Dep. Insurance	9,288	
Grand Total Landfill				14,667	14,667

Motion was made by Commissioner D. Ungerecht Jr to approve the above the Landfill Budget Amendments. Motion was seconded by Commissioner K. Jordon and upon roll call vote was unanimously approved.

Lauderdale County Water System
 550 Central Curve Road
 Ripley, TN 38063

Budget Amendments
 1/18/2024

1. Transfer \$160,000 From Capital Expense to Plant & System-Miscellaneous (162-00).

Motion was made by Commissioner J. Carmack to approve the Lauderdale County Water System Budget Amendments. Motion was seconded by Commissioner J. Pursell and upon roll call vote was unanimously approved.

Permits December 2023

Total 9 Permits \$644.00

Mobile Homes: 2 Shed/Shop: 6 Addition: 1

Paul Hankins
Permit Writer

Motion was made by Commissioner T. Sanders to approve the Building Permits. Motion was seconded by Commissioner J. Carmack and was unanimously approved.

NOTARY

Pamela Kaye Rhodes	Bill Rhodes- Rose Rhodes
--------------------	--------------------------

The above notary with bond was read. Motion was made by Commissioner D. Ungerecht Jr to approve the above notary with bond. Motion was seconded by Commissioner T. Sanders and was unanimously approved.

With no further business to discuss, Commissioner J. Pursell made motion to adjourn until the next scheduled meeting. Motion was seconded by Commissioner M. Moore and unanimously approved.