

REGULAR SESSION AGENDA
FRANKLIN COUNTY
BOARD OF COMMISSIONERS
7:00PM
FRANKLIN COUNTY COURTHOUSE

October 16, 2023

- 1) **CALL TO ORDER**

	Mayor Chris Guess
Opening & Pledge of Allegiance.....	Sheriff Tim Fuller
Invocation	Commissioner Bruce McMillan
ROLL CALL	County Clerk Tina Sanders
Declaration of Quorum	Mayor Chris Guess

- 2) **PUBLIC HEARING: NONE**

- 3) **APPROVAL OF MINUTES: (1-4)**
Regular Called Session – September 18, 2023

- 4) **REPORT OF THE FINANCE DIRECTOR: (5-9)**
 - a) Finance Director Reports August 2023(R & F)

- 5) **RECOMMENDATIONS/COMMUNICATIONS: NONE**

- 6) **COMMITTEE/DEPARTMENT REPORTS: (10-23)**
 - a) Trustee’s Interest Earned Analysis & Comparison- September 2023 (R&F)
 - b) Local Option Sales Tax Analysis & Comparison August 2023 (R&F)
 - c) Finance Committee Minutes September 7, 2023(R&F)
 - d) Legislative Committee Minutes September 7, 2023 (R&F)
 - e) Department Quarterly Reports
 - i. Circuit, Sessions and Juvenile Court Quarterly Report
 - ii. Franklin County Clerk’s Quarterly Report
 - iii. Franklin County Reentry Quarterly Report
 - iv. Franklin County Register of Deeds Quarterly Report
 - v. Veterans Service Office – Quarterly Report

7) OLD BUSINESS: NONE

8) NEW BUSINESS/RESOLUTIONS: ()

- a) Resolution 10a-1023- Resolution Amending the Franklin Co. Board of Education General Fund Budget of Franklin County, Tennessee for the Fiscal Year ending June 30, 2024.
- b) Resolution 10b-1023- Resolution Amending the Franklin Co. Board of Education General Fund Budget of Franklin County, Tennessee for the Fiscal Year ending June 30, 2024.
- c) Resolution 10c-1023- Resolution Amending the General Fund Budget of Franklin County, Tennessee for the Fiscal Year ending June 30, 2024.
- d) Resolution 10d-1023- Resolution Authorizing a Multiple Year Lease Purchase and Maintenance Agreement for the Franklin County Board of Education.
- e) Resolution 10e-1023- Resolution Approving Contracted Services Agreement Between Franklin County, Tennessee Board of Education and Gallaher & Associates Inc.
- f) Resolution 10f-1023- Resolution Authorizing the Execution of a Contract with Structural Design Group for Restoration of the Franklin County Old Jail Museum.
- g) Resolution 10g-1023- Initial Resolution Authorizing the Issuance of Not to Exceed \$4,250,000 General Obligation Public Improvement Bonds of Franklin County, Tennessee.
- h) Resolution 10h-1023-Resolution Authorizing the Issuance of General Obligation Public Improvement Bonds of Franklin County, Tennessee in the Aggregate Principal Amount of not to Exceed \$4,250,000, In One or More Series; Making Provision for the Issuance, Sale Terms Thereof and the Disposition of Proceeds Therefrom; and Providing for the Levy of Taxes for the Payment of Principal of, Premium, if any, and Interest on Bonds.

9) ELECTIONS/APPOINTMENTS ()

- a) Appointments/Reappointments for October 16, 2023 (See attached)
 - a. Board of Zoning Appeals- Appoint Eddie Clark
 - b. Employee Handbook Advisory Committee- Appoint Heather Morgan HR
 - c. Judicial Commissioners (Reappointments)
 - i. Full Time- Linda McCallie
 - ii. Full Time- Judy Stewart
 - iii. Full Time- Troy Clark
 - iv. Full Time- Jason Curtis
 - v. Part Time- Brian Brewer
 - vi. Part Time- Benji Smith
 - vii. Part Time- Ed Brock
- b) Approval of (6) Applications for Notary Public

Comments

Adjournment

Benediction: Commissioner Charles Keller

REGULAR SESSION
September 18, 2023

1. **BE IT REMEMBERED** that the Board of Franklin County Commissioners met in Regular Session at the Franklin County Courthouse in Winchester, Tennessee, on September 18, 2023 at 7:00 pm. Sheriff Tim Fuller led everyone in pledging allegiance to the flag. Commissioner Bruce McMillan gave the invocation. Chairman Chris Guess called the meeting to order. County Clerk Tina Sanders recorded the minutes.

2. **Roll Call**

Charles Keller
Jarad Shetters
David Eldridge, Jr
Grant Benere
Glenn T. Summers
David Kelley
Monica Baxter Jeffers
Lydia Curtis Johnson
William Anderson, Jr
Carolyn Wiseman
Scottie Riddle
Dale Schultz
Tyler Bauer
Johnny Hand
Bruce D. McMillan
Spike Hosch

16 PRESENT, A QUORUM WAS DECLARED

3. **Appointment of Property Assessor**

Mayor Guess explains the process of the appointment; asked for nominations from the floor. Scottie Riddle nominated Kathy Syler, Dale Schultz nominated Billy Anderson (William), and no one else was nominated.

***Motion by McMillan, second by Kelley, to approve the process, all aye voice vote with William Anderson Abstaining.**

Each nominee (Mrs. Syler and Mr. Anderson) were given 5 minutes to speak, Mrs. Syler was asked if she was planning on running for the next election, she said NO she just wanted to be the fill in until the next Property Assessor was elected. After each nominee spoke there was a roll call vote. Mrs. Syler had 12 votes for appointment:

FOR MRS. SYLER, Charles Keller, Jarad Shetters, David Eldridge, Jr, Grant Benere, Glenn T. Summers, David Kelley, Monica Baxter Jeffers, Lydia Curtis Johnson, Carolyn Wiseman, Scottie Riddle, Tyler Bauer, Johnny Hand.

FOR MR. ANDERSON, 3 votes-Dale Schultz, Bruce McMillan, Spike Hosch

4. Public Hearing

- a. Rezoning from A, Agricultural; R-2, General Residential and C, Commercial to R-1, Single Family Residential. 7th Civil District. Franklin County Property Map No. 15, Parcel 44.01. Location-Blue Creek Road and Highway 130. Size-approximately 146 +/-acre. Applicant-Daniel Barneau.

Citizens speaking against- Angie Fuller, Tina Rose, Marie Guillams.

Discussion with County Commission and Planning and Zoning Director.

*Motion by Eldridge to approve, second by Benere to approve.

ROLL CALL VOTE-

Charles Keller- No

William Anderson Jr-Yes

Jarad Shetters- Yes

Carolyn Wiseman-No

David Eldridge, Jr- Yes

Scottie Riddle-No

Grant Benere-Yes

Dale Schultz-No

Glenn T. Summers-Yes

Tyler Bauer-No

David Kelley-Yes

Johnny Hand-No

Monica Baxter Jeffers-No

Bruce McMillan-Yes

Lydia Curtis Johnson-No

Spike Hosch-No

Vote resulted in (7) yes (9) No *Motion Failed

5. Approval of Minutes/ Regular Session July 17, 2023

*Motion by McMillan to receive and file, second by Wiseman, voice vote, all ayes, Approved.

6. Report of the Finance Director

- a. Finance Director Report June & July 2023

- b. Quarterly Financial Reports 6/30/2023

- c. Reserves FY23

*Motion by Anderson to Receive and File, second by Wiseman, voice vote, all ayes, Approved.

7. Committee/Department Reports

- a. Trustee's Interest Report July & August 2023

- b. Local Option Sales Tax Report June & July 2023

- c. Finance Committee Minutes July 6, 2023

- d. Legislative Committee Minutes July 6, 2023

- e. Quarterly Report- UT Extension & TN State Cooperative Extension April-June

*Motion by Shetters, second by Riddle to combine a-e, voice vote, all ayes, Approved.

8. OLD BUSINESS-NONE

9. NEW BUSINESS/RESOLUTIONS

- A. Resolution 9a-0923 Resolution Amending the Highway Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2024.
*Motion by Anderson, second by Wiseman to approve, Voice Vote, all ayes, Approved.**
- B. Resolution 9b-0923 Resolution Amending the Franklin County Board of Education General Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2024. *Motion by Riddle, second by Hand to Approve, Roll Call Vote, (16 ayes) Approved.**
- C. Resolution 9c-0923 Resolution Amending the Franklin County Board of Education General Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2024. *Motion by Shetters, second by Keller to approve, Roll Call vote (16 ayes) Approved.**
- D. Resolution 9d-0923 Resolution Amending the Franklin County Board of Education General Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2024. *Motion by Johnson second by Hand, Roll Called Vote (16 ayes) Approved.**
- E. Resolution 9e-0923 Resolution Amending the Franklin County Board of Education General Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2024.
*Motion by Riddle, second by McMillan to approve, Roll Call Vote (16 ayes) Approved.**
- F. Resolution 9f-0923 Resolution Amending the General Fund Budgets of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2024. *Motion by McMillan second by Shetters to Approve, Roll Call Vote (16 ayes) Approved.**
- G. Resolution 9g-0923 Resolution Authorizing A New Multiple Year Contract & Maintenance Agreement of The Register of Deeds Office System for Franklin County.
*Motion by Keller, second by Anderson to approve, Voice Vote, all ayes, Approved.**
- H. Resolution 9h-0923 Resolution Authorizing Submission of an Application of VCIF Violent Crime Intervention Fund Formula Grant for FY 2023-2025 from the Tennessee Office of Criminal Justice Programs and Authorizing the Acceptance of said Grant. *Motion by Keller, second by Riddle to approve, voice vote, all ayes, Approved.**
- I. Resolution 9i-0923 Resolution Authorizing a Multiple Year Lease Purchase and Maintenance Agreement for the Franklin County Board of Education.**

- J. Resolution 9j-0923 Resolution Authorizing a Multiple Year Lease Purchase and Maintenance Agreement for the Franklin County Sheriff's Office.**
- K. Resolution 9k-0233 Resolution Authorizing a Multiple Year Lease Purchase and Maintenance Agreement for the Franklin County Emergency Management Agency. *Motion by Riddle, second by Wiseman to combine Resolutions 9i-0923 through 9k0923 and approve, voice vote all ayes, Approved.**
- L. Resolution 9l-0923 Resolution to Remove Van-Has Lane from the Franklin County Road List. *Motion by Kelley, second by Summers to approve, voice vote, all ayes, Approved.**
- M. Resolution 9m-0923 Resolution to add Montreal Lane from the Franklin County Road List in Franklin County, Tennessee. *Motion by Johnson, second by Kelley to approve, voice vote all ayes, Approved.**
- N. Resolution 9n-0923 Resolution to lower the speed limit on Blair Pond Road in Franklin County, Tennessee. *Motion by Kelley to approve, second by McMillan, voice vote, all ayes, Approved.**
- O. Resolution 9o-0923 Resolution Authorizing Franklin County Register of Deeds, Franklin County, Tennessee to Collect Fees for each electronically filed document recorded. *Motion by Shetters, second by Hand to approve, voice vote, all ayes, Approved.**
- P. Approval of Juneteenth for June Holiday. *Motion by McMillan, second by Hand to approve, voice vote, all ayes, Approved.**
- Q. Review and approve TRANE Project
Fix Roof at Annex/ Windows at the Courthouse and Senior Citizens building
*Motion by Anderson to approve, second by Benere, voice vote, all ayes, Approved.**

10. Elections/Appointment

Appointment of Barbara Lucas to Board of Zoning

***Motion by Riddle, second by Wiseman to Receive and File, voice vote, all ayes, Approved.**

ELECTION OF (23) Notary Application approval *Motion by Johnson, second by Bauer to approve. Roll Call vote (16) Approved.

***Motion by Riddle, second by Shetters to adjourn 7:51pm, voice vote, all ayes**

Benediction: Commissioner Charles Keller

FUND CATEGORY	ORIGINAL FY 23/24	AMENDED FY 23/24	COLLECTED AUG	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENT REALIZED
GENERAL FUND (101)						
Local Taxes (40000)	\$ 16,499,566		\$ 63,861	\$ 69,615	\$ 16,429,952	0.42%
Licenses & Permits (41000)	156,500		6,624	16,198	140,302	10.35%
Fines, Forfeitures & Penalties (42000)	192,500		12,416	12,416	180,084	6.45%
Charges for Current Services (43000)	408,850		22,450	34,748	374,102	8.50%
Other Local Revenue (44000)	191,300		22,060	28,540	162,760	14.92%
Fees from Officials (45000)	2,277,000		146,594	168,343	2,108,657	7.39%
State of Tennessee (46000)	3,107,554	26,389	915,256	915,256	2,218,687	29.20%
Federal Government (47000)	121,725	5,863,900	89,784	89,784	5,895,841	1.50%
Other Governments & Citizens (48000)	178,000	1,312,302	23,182	23,782	1,466,520	1.60%
Other Sources (49000)	10,606		134,600	149,600	(138,994)	1410.52%
Total County General	\$ 23,143,601	\$ 7,202,590	\$ 1,436,825	\$ 1,508,281	\$ 28,837,910	4.97%
COURTHOUSE/JAIL MAINT. (112)						
Local Taxes (40000)	\$ 125,000		\$ 10,993	10,993	\$ 114,007	8.79%
Total Courthouse/Jail Maintenance	\$ 125,000	\$ -	\$ 10,993	\$ 10,993	\$ 114,007	8.79%
LIBRARY (115)						
Local Taxes (40000)	\$ 427,642		\$ 974	1,164	\$ 426,478	0.27%
Licenses & Permits (41000)	2,150		179	495	1,655	23.02%
Charges for Current Services (43000)	7,750		662	662	7,088	8.54%
Other Local Revenue (44000)	3,055		1,396	1,396	1,659	45.70%
Federal Government (47000)	3,500		-	-	3,500	0.00%
Other Governments & Citizens (48000)	33,500		2,514	2,514	30,987	7.50%
Total Library	\$ 477,597	\$ -	\$ 5,724	\$ 6,230	\$ 471,367	1.30%
SOLID WASTE (116)						
Local Taxes (40000)	\$ 2,981,217		\$ 4,558	\$ 2,721	\$ 2,978,496	0.09%
Licenses & Permits (41000)	12,000		1,882	3,902	8,098	32.52%
Charges for Current Services (43000)	124,000		10,132	15,218	108,782	12.27%
Other Local Revenue (44000)	255,000		13,595	22,486	232,514	8.82%
State of Tennessee (46000)	118,000		36,410	36,410	81,590	30.86%
Other Sources (49000)	1,080,000		750,000	750,000	330,000	69.44%
Total Solid Waste	\$ 4,570,217	\$ -	\$ 816,577	\$ 830,737	\$ 3,739,480	18.18%
Local Purpose (Rural Fire 120)						
Local Taxes (40000)	\$ 822,663		\$ 81,712	\$ 100,315	\$ 722,348	12.19%
Licenses & Permits (41000)	24,000		12,085	18,155	5,845	75.65%
Other Sources (49000)	-		-	-	-	
Total Local Purpose	\$ 846,663	\$ -	\$ 93,797	\$ 118,470	\$ 728,193	13.99%
Drug Control Fund (122)						
Fines, Forfeitures & Penalties (42000)	\$ 27,475		\$ -	\$ -	\$ 27,475	0.00%
Other General Service Charges (43000)	2,500		-	-	2,500	0.00%
Other Local Revenue (44000)	20,100		-	-	20,100	0.00%
Federal Revenue (47000)	5,000		-	-	5,000	0.00%
Other Governments & Citizens (48000)	500		-	-	500	0.00%
Other Sources (Non-Revenue) (49000)	-	-	-	-	-	
Total Drug Control	\$ 55,575	\$ -	\$ -	\$ -	\$ 55,575	0.00%
HIGHWAY (131)						
Local Taxes (40000)	\$ 1,289,980		\$ 1,750	\$ 2,064	\$ 1,287,916	0.16%
Licenses & Permits (41000)	3,500		518	1,042	2,458	29.77%
Charges for Current Services (43000)	15,020		340	340	14,680	2.26%
Other Local Revenue (44000)	6,560		139	139	6,421	2.12%
State of Tennessee (46000)	2,868,342		253,784	253,784	2,614,558	8.85%
Other Sources (49000)	-		-	-	-	
Total Highway	\$ 4,183,402	\$ -	\$ 256,530	\$ 257,369	\$ 3,926,033	6.15%

FUND CATEGORY	ORIGINAL FY 23/24	AMENDED FY 23/24	COLLECTED AUG	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENT REALIZED
School General Fund (141)						
Local Taxes (40000)	\$ 18,438,500		\$ 679,518	\$ 684,765	\$ 17,753,735	3.71%
Licenses & Permits (41000)	62,160		4,642	13,357	48,803	21.49%
Charges for Current Services (43000)	305,000		13,433	13,433	291,567	4.40%
Other Local Revenue (44000)	142,056		63,307	69,099	72,957	48.64%
State of Tennessee (46000)	34,236,267		3,272,016	3,272,016	30,964,251	9.56%
Federal Government (47000)	123,867		4,170	4,170	119,697	3.37%
Other Government & Citizens (48000)	64,256		-	-	64,256	0.00%
Other Sources (49000)	-		(2,292)	-	-	
Total School General Fund	\$ 53,372,106	\$ -	\$ 4,034,793	\$ 4,056,839	\$ 49,315,267	7.60%
Federal Projects Fund (142)						
Federal Government (47000)	3,514,098	6,474,769	2,280,983	2,280,983	7,707,884	22.84%
Other Sources (49000)	-	-	-	-	-	
Total School Federal Projects Fund	\$ 3,514,098	\$ 6,474,769	\$ 2,280,983	\$ 2,280,983	\$ 7,707,884	22.84%
Centralized Cafeteria Fund (143)						
Charges for Current Services (43000)	\$ 680,472		\$ -	\$ -	\$ 680,472	0.00%
Other Local Revenue (44000)	60,455		12,345	12,345	48,110	20.42%
State of Tennessee (46000)	-		-	-	-	
Federal Government (47000)	3,319,155		2,067	2,067	3,317,088	0.06%
Other Sources (48000)	-		-	-	-	
Total Centralized Cafeteria	\$ 4,060,082	\$ -	\$ 14,412	\$ 14,412	\$ 4,045,670	0.35%
General Debt Service (151)						
Local Taxes (40000)	\$ 4,936,632		\$ 181,634	\$ 183,511	\$ 4,753,120	3.72%
Licenses & Permits (41000)	13,000		781	2,914	10,086	22.41%
Other Local Revenue (44000)	165,000		101,032	120,785	44,215	73.20%
Other Sources (48000)	185,520		-	-	185,520	0.00%
Other Sources (49000)	875,000		-	-	875,000	0.00%
Total General Debt Service	\$ 6,175,152	\$ -	\$ 283,447	\$ 307,210	\$ 5,867,941	4.97%
School Capital Projects Fund (177)						
Other Local Revenue (44000)	\$ -	\$ 15,592	\$ 15,592	\$ 15,592	\$ -	100.00%
Other Sources (49000)	-	-	-	-	-	
Total School Capital Projects	\$ -	\$ 15,592	\$ 15,592	\$ 15,592	\$ -	100.00%

FUND CATEGORY	ORIGINAL BG FY 23/24	AMENDED FY 23/24	EXPENDED AUG	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZE
GENERAL FUND (101)							
County Commission (51100)	\$ 272,284	\$ 60,264	\$ 8,328	\$ 24,459	\$ 50,532	\$ 257,557	7.36
Beer Board (51220)	1,375	-	246	246	254	875	17.87
County Mayor (51300)	208,894	-	16,512	32,692	2,843	173,359	15.65
County Attorney (51400)	18,000	-	1,500	3,000	15,000	-	16.67
Election Commission (51500)	629,449	-	23,381	53,936	38,097	537,416	8.57
Register of Deeds (51600)	420,011	-	28,856	50,174	42,773	327,063	11.95
Planning & Zoning (51720)	235,463	-	16,751	24,064	5,561	205,839	10.22
County Buildings (51800)	1,677,446	-	121,500	153,360	278,650	1,245,435	9.14
Other General Admin - IT (51900)	193,150	-	15,083	43,856	137,983	11,311	22.71
Preservation of Records (51910)	-	6,649	-	-	-	6,649	0.00
Property Assessor (52300)	741,693	-	49,942	86,527	103,562	551,604	11.87
County Trustee (52400)	386,996	-	35,200	68,330	8,997	309,669	17.66
County Clerk (52500)	698,720	-	47,793	104,631	22,616	571,473	14.97
Finance Dept. (52900)	972,980	-	81,022	161,899	14,466	796,614	16.64
Circuit Court (53100)	1,126,113	-	119,752	171,753	17,897	936,463	15.25
General Sessions (53300)	354,756	-	28,216	53,504	1,854	299,398	15.08
Chancery Court (53400)	281,316	-	19,492	52,185	10,848	218,283	18.55
Juvenile Court (53500)	154,134	-	11,467	17,952	959	135,223	11.65
Judicial Commissioners (53700)	295,976	-	25,390	48,239	450	247,287	16.30
Other Admin of Justice (53900)	211,156	69,606	13,170	21,572	44,716	214,472	7.68
Probation Service (53910)	191,410	-	14,288	22,413	5,419	163,578	11.71
Sheriff's Dept. (54110)	5,323,236	9,614	382,301	591,435	517,518	4,223,896	11.09
Admin. Of Sexual Offender (54160)	25,475	-	1,881	2,608	1,000	21,867	10.24
Jail (54210)	3,467,541	(20,000)	255,832	433,819	558,941	2,454,782	12.58
Reentry Program (54230)	243,827	-	17,681	30,049	4,517	209,260	12.32
Juvenile Service (54240)	50,500	-	1,128	1,498	27,002	22,000	2.97
Civil Defense (54410)	200,808	-	16,138	30,971	10,987	158,851	15.42
Rescue Squad (54420)	43,000	-	3,822	4,272	7,074	31,654	9.94
Consolidated Communications(54490)	1,113,325	-	75,004	122,369	21,562	969,394	10.95
County Coroner (54610)	57,500	-	2,800	5,600	15,400	36,500	9.74
Other Public Safety (54710) Grants	12,429	1,630,778	431,031	431,242	550,793	661,173	26.24
Other Public Safety (54900)	-	76,801	40,000	40,000	-	36,801	52.08
Local Health Center (55110)	33,800	2,942	1,470	9,838	8,497	18,407	26.78
Rabies & Animal Ctrl. (55120)	343,830	-	58,110	72,662	48,417	222,750	21.13
Ambulance Services (55130)	600,000	-	-	-	-	600,000	0.00
Other Local Health Serv (55190) Grant	185,560	-	5,535	9,548	7,036	168,977	5.15
Appropriation to State (55390)	30,646	-	-	-	30,646	-	0.00
General Welfare Assist.(55510)	17,775	-	-	-	17,775	-	0.00
Litter Control (55731) (10%Grant)	124,073	-	14,338	18,626	2,080	103,368	15.01
Other Waste Collections (55739) (100%)	56,083	-	4,009	6,446	300	49,336	11.45
Senior Citizens Assistance (56300)	37,500	-	-	-	36,000	1,500	0.00
Parks & Fair Board (56700)	52,875	-	4,982	8,546	2,679	41,649	16.16
Agriculture Extension Serv.(57100)	147,075	-	512	1,032	140,751	5,292	0.70
Soil Conservation (57500)	120,146	-	8,237	12,561	732	106,853	10.45
Industrial Development (58120)	121,840	-	2,247	2,975	3,825	115,040	2.44
Other Econ & Comm. Dev. (58190)	121,772	130,055	3,987	7,973	196,733	47,121	3.17
Airport (58220)	-	185,000	-	-	-	185,000	0.00
Veteran's Services (58300)	119,519	6,196	9,041	13,712	5,221	106,783	10.91
Other Charges (58400)	1,043,000	-	3,717	619,866	3,286	419,848	59.43
COVID-19 Grant #5 (58805) Airport	-	-	-	-	-	-	-
COVID-19 Grant #7 (58807)	-	-	5,618	5,618	100	(5,717)	-
American Rescue Plan Act # 3 (58833)	90,167	5,159,614	6,452	62,480	-	5,187,302	1.15
American Rescue Plan Act # 6 (58836)	-	2,448,900	3,000	3,000	157,000	2,288,900	0.12
American Rescue Plan Act # B (58842)	-	152,000	-	-	-	152,000	0.00
Capital Projects (91000)	527,578	207,933	-	-	-	735,511	0.00
Hwy & Street Capital Proj (91200)	140,000	13,000	-	-	139,997	13,003	0.00
Total County General	\$ 23,522,202	\$ 10,139,352	\$ 2,036,762	\$ 3,743,538	\$ 3,319,347	\$ 26,598,669	11.12
COURTHOUSE/JAIL MAINT. (112)							
Other Charges (58400)	\$ 1,450	\$ -	\$ 110	\$ 207	\$ -	\$ 1,243	14.25
Transfers Out (99100)	125,000	-	-	-	-	125,000	0.00
Total Courthouse/Jail Maintenance	\$ 126,450	\$ -	\$ 110	\$ 207	\$ -	\$ 126,243	0.15

FUND CATEGORY	ORIGINAL BG FY 23/24	AMENDED FY 23/24	EXPENDED AUG	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
LIBRARY (115)							
Libraries (56500)	\$ 463,902	\$ -	\$ 38,024	\$ 65,057	\$ 54,715	\$ 344,130	14.02
Other Charges (58400)	46,600	-	2,299	17,492	2,355	26,754	37.54
Operating Transfer (99110)	3,000	-	-	-	-	3,000	0.00
Total Library	\$ 513,502	\$ -	\$ 40,324	\$ 82,548	\$ 57,070	\$ 373,884	16.08
SOLID WASTE (116)							
Sanitation Educ./Info. (55720)	\$ 4,200	\$ -	\$ -	\$ -	\$ 3,400	\$ 800	0.00
Convenience Centers (55732)	424,992	-	25,082	38,042	9,041	377,908	8.95
Transfer Station (55733)	2,216,225	-	154,188	210,354	778,642	1,227,229	9.49
Post closure Care Costs (55770)	11,500	-	-	-	9,285	2,215	0.00
Other Charges (58400)	107,100	-	294	73,339	224	33,537	68.48
Operating Transfers (99100)	753,803	-	-	-	-	753,803	0.00
Total Solid Waste	\$ 3,517,820	\$ -	\$ 179,564	\$ 321,735	\$ 800,593	\$ 2,395,492	9.15
Local Purpose (Rural Fire 120)							
Fire Prevention & Control (54310)	\$ 763,500	\$ -	\$ 138	\$ 276	\$ 648,588	114,636	0.04
Other Charges (58400)	15,000	-	994	1,809	-	13,191	12.06
Total Local Purpose	\$ 778,500	\$ -	\$ 1,132	\$ 2,085	\$ 648,588	\$ 127,827	0.27
Drug Control Fund (122)							
Drug Enforcement (54150)	\$ 71,500	\$ -	\$ 3,793	\$ 13,893	\$ 25,734	\$ 31,873	19.43
Other Charges (58400)	900	-	-	8	-	892	0.88
Total Drug Control	\$ 72,400	\$ -	\$ 3,793	\$ 13,901	\$ 25,734	\$ 32,765	19.20
HIGHWAY (131)							
Administration (61000)	\$ 427,746	\$ -	\$ 38,210	\$ 74,003	\$ 10,048	\$ 343,695	17.30
Highway Maintenance (62000)	1,233,130	-	107,103	165,608	13,241	1,054,281	13.43
Operations & Maintenance (63100)	358,571	-	27,490	38,017	162,376	158,178	10.60
Quarry Operations (63400)	418,838	-	24,613	38,759	24,139	355,940	9.25
Other Charges (65000)	265,400	-	5,216	96,896	6,599	161,905	36.51
Capital Outlay (68000)	1,122,000	-	143,751	154,722	38,015	929,263	13.79
Highways & Streets (82120)	30,000	-	-	-	-	30,000	0.00
Highways & Streets (82220)	3,802	-	-	-	-	3,802	0.00
Transfers Out (99100)	3,803	-	-	-	-	3,803	0.00
Total Highway	\$ 3,863,290	\$ -	\$ 346,383	\$ 568,004	\$ 254,419	\$ 3,040,867	14.70
School General Fund (141)							
Instruction							
Regular Instruction (71100)	\$ 23,621,121	\$ -	\$ 441,691	\$ 644,431	\$ 741,100	\$ 22,235,590	2.73
Alternative School (71150)	240,675	-	57	115	2,385	238,175	0.05
Special Education Program (71200)	4,354,679	-	10,970	10,970	52,671	4,291,038	0.25
Vocational Education Program (71300)	2,005,088	-	-	-	395,731	1,609,357	0.00
Student Body Education Prog (71400)	829,845	-	6,716	11,723	79,290	738,833	1.41
Support							
Attendance (72110)	\$ 243,742	\$ -	\$ 6,198	\$ 7,490	\$ 29,827	\$ 206,425	3.07
Health Services (72120)	681,000	-	64	214	3,102	677,683	0.03
Other Support Services (72130)	1,587,415	-	13,971	14,801	73,121	1,499,493	0.93
Regular Instruction (72210)	1,600,652	-	13,875	28,819	9,510	1,562,324	1.80
Special Educ Program (72220)	846,210	-	18,535	36,074	178,013	632,123	4.26
Vocational Educ Prog (72230)	175,801	-	5,470	7,029	566	168,206	4.00
Education Technology (72250)	1,198,820	-	126,782	164,123	372,248	662,448	13.69
Other Programs (72290) OPEB	295,590	-	-	-	-	295,590	0.00
Board of Education (72310)	1,251,993	-	24,047	642,696	127,034	482,263	51.33
Director of Schools (72320)	454,387	-	45,336	71,300	27,698	355,389	15.69
Office of Principals (72410)	2,937,386	-	33,050	59,230	-	2,878,156	2.02
Fiscal Services (72510)	11,561	-	-	-	-	11,561	0.00
Human Resources (72520)	297,027	-	21,977	54,403	10,833	231,791	18.32
Operation of Plant (72610)	3,933,214	-	273,536	645,303	185,448	3,102,463	16.41
Maintenance of Plant (72620)	2,007,903	-	129,060	164,006	445,637	1,398,261	8.17
Transportation (72710)	3,069,485	-	114,667	239,376	2,276,386	553,723	7.80
Central & Other (72810)	140,350	-	-	-	-	140,350	0.00

FUND CATEGORY	ORIGINAL BG FY 23/24	AMENDED FY 23/24	EXPENDED AUG	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCEN REALIZE
Non-Instructional							
Food Service (73100)	-	-	-	-	-	-	-
Community Services (73300)	\$ 606,619	\$ 25,867	\$ 65,963	\$ 77,252	\$ 498,484	\$ 56,750	12.21
Early Childhood Education (73400)	1,081,412	-	-	42,000	-	1,039,412	3.88
Capital Outlay & Debt Service							
Capital Outlay (76100)	700,000	-	(1,470)	(1,470)	-	701,470	-0.21
Principal Debt Service (82130)	173,448	-	-	-	-	173,448	0.00
Interest Debt Service (82230)	12,072	-	-	-	-	12,072	0.00
Transfers Out (99100)	-	-	-	-	-	-	-
Total School General Fund	\$ 54,357,497	\$ 25,867	\$ 1,350,497	\$ 2,919,886	\$ 5,509,083	\$ 45,954,394	5.37
School Federal Projects Fund (142)							
Regular Instruction (71100)	\$ 1,427,552	\$ 1,777,124	\$ 938	\$ 8,536	\$ 49,187	\$ 3,146,953	0.27
Special Education Program (71200)	1,093,372	190,906	16,010	16,857	51,663	1,215,758	1.31
Vocational Education Program (71300)	74,942	(11,368)	46,653	46,653	66,969	(50,048)	73.38
Health Services (72120)	-	-	-	-	-	-	-
Other Support Services (72130)	170,013	(5,638)	3,190	7,203	2,175	154,998	4.38
Regular Instruction (72210)	333,581	-	27,545	47,891	209,686	76,005	14.36
Special Educ Program (72220)	216,359	24,084	23,809	63,442	9,829	167,172	26.39
Vocational Educ Prog (72230)	4,400	-	827	827	896	2,677	18.79
Operation of Plant (72610)	-	805,617	360,767	362,144	333,229	110,245	44.98
Maintenance of Plant (72620)	-	34,044	3,033	21,033	-	13,011	61.78
Transportation (72710)	178,879	-	-	-	-	178,879	0.00
Food Service (73100)	-	-	-	-	-	-	-
Capital Outlay (76100)	-	3,675,000	2,225,693	2,225,693	1,049,307	400,000	60.56
Total Federal Projects Fund	\$ 3,499,098	\$ 6,489,769	\$ 2,708,464	\$ 2,800,279	\$ 1,772,940	\$ 5,415,648	28.03
Centralized Cafeteria Fund (143)							
Food Service (73100)	\$ 4,060,082	\$ -	\$ 160,728	\$ 174,061	\$ 1,737,995	\$ 2,148,026	4.29
Total Centralized Cafeteria	\$ 4,060,082	\$ -	\$ 160,728	\$ 174,061	\$ 1,737,995	\$ 2,148,026	4.29
General Debt Service (151)							
General Government Debt (82110)	\$ 2,229,473	\$ -	\$ 2,866	\$ 6,280	\$ 400	\$ 2,222,793	0.28
Highway & Streets Debt (82120)	33,802	-	-	-	-	33,802	0.00
Education Debt (82130)	3,393,889	-	-	-	450	3,393,439	0.00
Transfers Out (99100)	750,000	-	750,000	750,000	-	-	100.00
Total General Debt Service	\$ 6,407,163	\$ -	\$ 752,866	\$ 756,280	\$ 850	\$ 5,650,033	11.80
School Capital Projects Fund (177)							
Education Capital Proj (91300)	\$ 4,596,455	\$ -	\$ -	\$ 564,393	\$ 4,032,062	\$ -	12.28
Total School Capital Projects	\$ 4,596,455	\$ -	\$ -	\$ 564,393	\$ 4,032,062	\$ -	12.28

Franklin Co Trustee's Interest Earned Analysis & Comparison

September, 2023

Current Amt Invested in the Following:

CD	\$ 13,000,000	Interest Bearing Check/Savings	\$ 22,859,957	Mutual Funds	\$ -
Gross Interest Earned for the Month of Sept				\$ 126,677	

Fund Number	Fund Title	Gross Collections	Trustee Fee Admin Fee 2%	Net Fund Collections
101	County General	\$ 9,643.59	\$ (192.87)	\$ 9,450.72
115	Library	\$ 860.84	\$ (17.22)	\$ 843.62
131	Highway	\$ 157.03	\$ (3.14)	\$ 153.89
141	Schools General	\$ 4,884.16	\$ (97.68)	\$ 4,786.48
151	General Debt Service	\$ 111,131.22	\$ (2,222.62)	\$ 108,908.60
Total		\$ 126,676.84	\$ (2,533.54)	\$ 124,143.30

Interest Revenue Monthly Fiscal Comparison

	County	Library	Highway	Schools	Gen Debt
Sep-22	\$ 3,048.31	\$ 61.24	\$ 23.50	\$ 1,445.30	\$ 24,298.61
Sep-23	\$ 9,450.72	\$ 843.62	\$ 153.89	\$ 4,786.48	\$ 108,908.60
Over/Under	\$ 6,402.41	\$ 782.38	\$ 130.39	\$ 3,341.17	\$ 84,609.99

Interest Year to Date Revenue Fiscal Comparison

	County	Library	Highway	Schools	Gen Debt
2022/23	\$ 4,344.23	\$ 189.42	\$ 69.74	\$ 3,895.70	\$ 66,945.27
2023/24	\$ 27,600.24	\$ 3,353.69	\$ 421.75	\$ 14,028.55	\$ 322,479.11
Over/Uner	\$ 23,256.01	\$ 3,164.26	\$ 352.02	\$ 10,132.86	\$ 255,533.84

Fiscal Year 2023/24 Appropriations 44110 Interest Earned

	Appropriation	Collected	% Collected	Balace to Collect
101 County General (OPEB)	\$ 80,000.00	\$ 27,600.24	34.50%	\$ 52,400
115 Library	\$ 2,000	\$ 3,354	167.68%	\$ (1,354)
131 Highway (OPEB)	\$ 910	\$ 422	46.35%	\$ 488
141 School General Fund (OPEB)	\$ 15,000	\$ 14,029	93.52%	\$ 971
151 General Debt Service	\$ 165,000	\$ 322,479	195.44%	\$ (157,479)

Local Option Sales Tax Analysis & Comparison

August 2023 (Received in September)

County/City	Gross Franklin County Collections	State Admin Fee 1.125%	Net Franklin County Collections	County Revenue (Co 100%) (City 50%)	Cities Revenue is Less 1% Trustee Admin
Franklin County	309,513.36	(3,482.03)	306,031.33	306,031.33	-
Winchester	648,429.44	(7,294.83)	641,134.61	320,567.30	317,361.63
Cowan	27,378.70	(308.01)	27,070.69	13,535.34	13,399.99
Decherd	202,244.35	(2,275.25)	199,969.10	99,984.55	98,984.71
Estill Springs	59,163.89	(665.59)	58,498.30	29,249.15	28,956.66
Huntland	22,274.14	(250.58)	22,023.56	11,011.78	10,901.66
Tullahoma	13,838.95	(155.69)	13,683.26	6,841.63	6,773.21
Monteagle - FC	1,438.99	(16.19)	1,422.80	711.40	704.29
Total	1,284,281.82	(14,448.17)	1,269,833.65	787,932.49	477,082.15

Local Option Sales Tax Monthly Revenue Fiscal Comparison

Aug-22 820,480

Aug-23 787,932

*Note Franklin County received an additional \$989.37 & This includes the new Online Sales that is not listed on the Monthly County Local Option Data for Schools.

Over/Under (32,547)

Local Option Sales Tax Year to Date Revenue Fiscal Comparison

2022/23 1,638,119

2023/24 1,606,104

Over/Uner (32,015)

FY 2023/24 Sales Tax Appropriations

	Appropriation	Collected	% Collected	Balance to Collect
141 General Schools	7,900,000	1,282,843	16.24%	6,617,157
151 General Debt Service	1,860,905	323,261	17.37%	1,537,644

306,031.33

317,361.63

13,399.99

98,984.71

28,956.66

10,901.66

6,773.21

704.29

Finance Committee

September 7, 2023

The Finance Committee met in the community room, meeting was called to order by Mayor Guess, at 6:00 P.M.

Members Present: David Eldridge, Carolyn Wiseman, Dale Schultz, Cary Holman, Luke McCurry and Mayor, Chris Guess; Andrea Smith- Ex Officio;

Other Present: Jenny Phillips, secretary; Denise Marshall, Register of Deeds; Tina Sanders, County Clerk; Tyler Bauer, Commissioner; William Anderson, Commissioner;

1. Trane was in attendance to present the findings from the maintenance audit and the proposal to move forward with the three main components agreed upon to be the most urgent needs, The Annex building roof, Courthouse windows and Senior Citizen windows. After an initial motion by Eldridge and second by Schultz to table the decision to the next finance meeting, member from Trane as well as Mayor Guess emphasized the need to get the project moving in order to lock in prices and interest rates. Both Eldridge and Schultz agreed to remove the motion. ***Motion** by Wiseman, second by Schultz to approve and send to the commission with recommendations moving forward with the Trane project with the verification that the bond is for \$4.2 million with an estimated 4% interest rate could be covered by our current revenues in the debt service fund. The vote resulted in all Ayes, motion carried.
2. ***Motion** by Schultz, second by Holman to receive and file July 6, 2023 Finance Minutes. The vote resulted in all Ayes, motion carried.
3. ***Motion** by McCurry, second by Wiseman to receive and file June and July 2023 Sales Tax Report. The vote resulted in all Ayes, motion carried.
4. ***Motion** by McCurry, second by Schultz to receive and file July and August Trustee Interest Report. The vote resulted in all Ayes, motion carried.
5. ***Motion** by Eldridge, second by Wiseman to receive and file June and July 2023 Finance Directors Report. The vote resulted in all Ayes, motion carried.
6. ***Motion** by McCurry, second by Eldridge to receive and file 6/30/2023 Quarterly Financial Reports. The vote resulted in all Ayes, motion carried.
7. ***Motion** by Eldridge, second by Wiseman to receive and file FY23 Reserves. The vote resulted in all Ayes, motion carried.
8. ***Motion** by Schultz, second by Holman to approve and send to the commission with recommendation the Resolution Highway BG Reserves BG Amendment. The votes resulted in all Ayes, motion carried.
9. ***Motion** by Wiseman, second by McCurry to approve and send to the commission with recommendations the Resolution School Gen Budget Amend "A" (BOE 7/10/23). The vote resulted in all Ayes, motion carried.
10. ***Motion** by McCurry, second by Holman to approve and send to the commission with recommendations the Resolution School Gen Budget Amend "B" (BOE 8/23/23). The votes resulted in all Ayes, motion carried.
11. ***Motion** by Eldridge, second by McCurry to approve and send to the commission with recommendations the Resolution School Gen Budget Amend "C" (BOE 8/23/23). The vote resulted in all Ayes, motion carried.

12. ***Motion** by McCurry, second by Schultz to approve and send to the commission with recommendations the Resolution School Gen Budget Amend "D" (BOE 9/11/23). The vote resulted in all Ayes, motion carried.
13. ***Motion** by McCurry, second by Eldridge to approve and send to the commission with recommendations the Resolution County Gen Budget Amendment. The vote resulted in all Ayes, motion carried.
14. ***Motion** by Schultz, second by Eldridge to both combine and approve and send to the commission with recommendations the Resolution Multi-Year Contract KMBS Copier: a) EMA b) Jail-Tower c) Rock Creek School. The vote resulted in all Ayes, motion carried.
15. ***Motion** by Eldridge, second by Schultz to approve and send to the commission with recommendations the Pre-Grant Application Sheriff VCIF 2. The vote resulted in all Ayes, motion carried.
16. ***Motion** by Eldridge, second by Holman to approve and send to the commission with recommendations the Multi-Year Contract for Reg of Deeds/Courthouse Computer Systems. The vote resulted in all Ayes, motion carried.
17. ***Motion** by Schultz, second by Eldridge to adjourn at 6:41pm. The vote resulted in all Ayes, motion carried.

Respectfully Submitted

Mayor, Chris Guess
CG/jp

Franklin County Board of Commissioners

Legislative Committee

September 7, 2023

The Legislative Committee met at the Franklin County Annex Building in the Community Room and the meeting was called to order at 5:34PM by Chairman Eldridge.

MEMEBERS PRESENT: Chairman David Eldridge, Tyler Bauer, Dale Schultz, Glenn Summers, Grant Benere

OTHERS PRESENT: Sharon Byrum- Secretary, Mayor Chris Guess, Tina Sanders- County Clerk, Denise Marshall- Register of Deeds, William Anderson- Solid Waste Director/County Commissioner, Angie Fuller, Kristie Bell- County Trustee, Mayor Chris Guess, Angie Fuller, Brian Justice- Herald Chronicle, Chris Isbell- WCDT

Chairman Eldridge asked for a motion to approve minutes from the July 6, 2023 meeting.

• ***Motion to approve July 6, 2023 minutes made by Benere, Second by Bauer. All Ayes.***

• ***Motion made by Summers, Second by Benere to combine all Resolutions for Addition to Franklin County Road List for approval, removal of road and addition to a Speed limit. Motion made by Summers and Second by Benere. All Ayes.***

•***Motion made by Schultz and Second by Bauer to approve Notary Applications. All Ayes.***

•***Motion made by Benere and Second by Summers to approve Notary Applications. All/Ayes.***

•***Motion made by Benere and Second by Summers to approve adding Juneteenth to list of County Holidays and send to full County Commission. All Ayes***

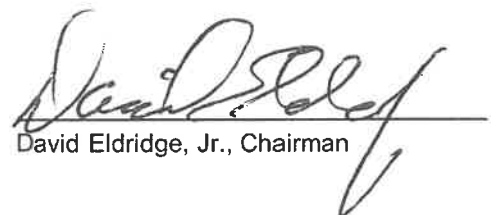
Chairman opened the floor for Denise Marshall the Register of Deeds for Franklin County to speak regarding the Resolution that was being presenting to the Legislative Committee regarding Electronically Filed Documents.

Denise Marshall informed the Committee that there are charges on non-electronically filed documents for \$2.00 for data and \$1.00 clerks fee. Charging \$2.00 for Electronically Filed Documents will bring all recording up to standard filing fees.

•Motion made by Summers and Second by Bauer to approve sending Resolution authorizing Register of Deeds, Franklin County, Tennessee to collect fees for Electronically Filed Document Recorded. All Ayes.

• Motion made by Benere, Second by Bauer to adjourn the meeting at 5:41PM.

Next Legislative Meeting will be held on October 3, 2023.



David Eldridge, Jr., Chairman

DE/sb

**WORKSHEET FOR
SUMMARY OF QUARTERLY REPORTS
QUARTER: July, August, September, 2023**

Filed 10/5/23
TINA SANDERS
FRANKLIN COUNTY CLERK
WINCHESTER, TN 37398

	Circuit Court	Sessions Court	Juvenile Court	Totals
Franklin County (24000/29000)	58,204.18	173,299.17	11,483.46	\$ 242,986.81
State of Tennessee (23000)	8,809.07	64,398.48	625.00	\$ 73,832.55
Cities (25000)	4,394.75	9,128.85	-	\$ 13,523.60
Judgments/Rest. (26100-26700)	24,216.99	201,642.80	1,985.00	\$ 227,844.79
Trust Funds (26400)	-	-	-	\$ -
Child Support (26300)	9,827.93	-	24,220.21	\$ 34,048.14
TOTALS	\$ 105,452.92	\$ 448,469.30	\$ 38,313.67	\$ 592,235.89

The above report represents a summary of collections for all three courts for the designated period.

Date: 9/30/2023

Circuit Court Clerk *Tina Sanders*

GENERAL LEDGER - FINANCIAL REPORT
YEAR FORMAT
FISCAL YEAR 2024 - PERIOD ENDING 09/30/2023

ACCT	DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
24296	Race/track Renewal Fee	.00	.00	.00	.00	.00	.00	.00	.00
24310	REALITY PROGRAM	.00	.00	.00	.00	.00	.00	.00	.00
24320	JUVENILE FINES	.00	.00	.00	.00	.00	.00	.00	.00
24490	OTHER COUNTY COLLECTIONS	.00	.00	.00	.00	.00	.00	.00	.00
24492	HELPING SCHOOLS	.00	.00	136.20	136.20	.00	.00	.00	.00
	*** SUB-TOTAL ***	.00	.00	946.20	905.70	40.50	.00	.00	.00
26000	DUE TO LITIGANTS, HEIRS, & OTHERS	.00	.00	.00	.00	.00	.00	.00	.00
26010	ML Specialty Certificate	.00	.00	.00	.00	.00	.00	.00	.00
26300	CHILD SUPPORT DUE FAMILIES	.00	.00	.00	.00	.00	.00	.00	.00
26301	JUVENILE RESTITUTION/PROCESS	.00	.00	.00	.00	.00	.00	.00	.00
26303	INVESTMENTS/(HEIRS,LITIG,OTHER)	.00	.00	.00	.00	.00	.00	.00	.00
26310	PUBLICATIONS	.00	.00	.00	.00	.00	.00	.00	.00
26311	REFUNDS	.00	.00	2,452.36	2,452.36	.00	.00	.00	.00
26315	CONTRIBUTIONS - ORGAN DONOR PR	.00	.00	339.17	339.17	.00	.00	.00	.00
26401	CREDIT CARD FEES - BIS	.00	.00	2,848.25	2,848.25	.00	.00	.00	.00
26405	CREDIT CARD - BANK	.00	.00	8,026.64	8,026.64	.00	.00	.00	.00
	*** SUB-TOTAL ***	.00	.00	13,666.42	13,666.42	.00	.00	.00	.00
29900	FEE & COMMISSION ACCOUNT								
29900	CLERKS FEES/COMMISSIONS	-2,754.70	.00	72,448.14	118,685.34	-44,572.83	-1,664.37	.00	-2,754.70
29901	COMPUTER FEES EARMARK	.00	.00	774.00	774.00	.00	.00	.00	.00
29902	DATA PROCESSING FEES EARMARK	.00	.00	.00	.00	.00	.00	.00	.00
29951	TITLE RECAP EARMARKS	.00	.00	2,370.40	2,370.40	.00	.00	.00	.00
29955	EVS NOTICE COUNTY EARMARK	.00	.00	865.00	865.00	.00	.00	.00	.00
29957	EARMARK TITLE LOCAL 3	.00	.00	10,299.00	10,299.00	.00	.00	.00	.00
	*** SUB-TOTAL ***	-2,754.70	.00	86,756.54	132,993.74	-44,572.83	-1,664.37	.00	-2,754.70
	*** TOTAL ***	-2,764.70	.00	1,463,706.86	1,465,341.03	.00	-1,664.37	.00	-2,794.70

GENERAL LEDGER - FINANCIAL REPORT
YEAR FORMAT
FISCAL YEAR 2024 - PERIOD ENDING 09/30/2023

ACCT DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
SUMMARY OF ASSETS:								
CASH ON HAND	1,275.00							1,275.00
CITIZENS COMMUNITY BANK	10.00							40.00
CREDIT CARDS	.00							.00
RETURN CK RECEIVABLE	1,479.70							1,479.70
TITLE GIFT VOUCHER	.00							.00
RENEWAL GIFT VOUCHER	.00							.00
*** TOTAL ***	2,764.70							2,794.70

THIS REPORT IS SUBMITTED IN ACCORDANCE WITH REQUIREMENTS OF SECTION 5-8-505, AND/OR 67-5-1902, TENNESSEE CODE ANNOTATED, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF ACCURATELY REFLECTS TRANSACTIONS OF THIS OFFICE FOR THE PERIOD ENDING SEPTEMBER 30, 2023.

(Signature) *Tina Sanders* (Date) 10-4-23
 (Title) County Clerk

This report is to be filed with the County Executive and County Clerk.

Filed 10.4.23
TINA SANDERS
FRANKLIN COUNTY CLERK
WINCHESTER, TN 37398



Refresher Class

Reentry Case Managers Scott Halloway and Lynn Ventola along with Reentry Counselor Brittany Hill, noticed an increasing number of clients that had completed the reentry class but remained incarcerated to complete their sentences. These clients were showing an overwhelming interest to continue to participate in reentry programs. Reentry staff put their heads together and developed a refresher class that took place from August 8th through August 11th. Eleven clients participated in the refresher class. Multiple guest speakers visited the refresher class. Mock Interviews were conducted by local business owners and industry leaders. Faith Based sessions were held. Speakers from Motlow and TCAT discussed options for furthering education. Mental Health professionals from Health Connect also visited the class to discuss the importance of mental health therapy. Reentry staff believe that by offering this refresher course, the clients will continue to be motivated and make positive changes in their lives once they are released from jail. Reentry is looking forward to hosting another refresher class at the end of October.

Quarterly Report July-September 2023

DIRECTOR'S CORNER

It is exciting to see the number of individuals, released from Franklin County Jail, attending treatment in full-time recovery centers. The majority of those who accept this treatment are returning and becoming productive citizens of the community. There were 25 individuals referred by Reentry staff for additional mental health/drug and alcohol therapy during this quarter. Thanks to the Franklin County Commission for their support in the employment of a full time Reentry licensed Clinical Social Worker who is very capable of recommending continued treatment for reentry participants. Working side by side with other Reentry staff members, Jail personnel and the court system opens the door to **SUCCESS for all**.

In addition, Reentry has been providing technology training in their classroom at night. The Certified Production Technician class has ended and will be starting the 2nd one as soon as everything has been finalized. This class is post-secondary training through the Tennessee College of Applied Technology. Individuals who pass the test of each module will receive a certified certificate. The skills learned will be very beneficial in securing industry skilled jobs.

QUARTERLY SUMMARY

- Number of Individuals Receiving Risk and Needs Assessment: 38**
- Number of Individuals Receiving Mental Health and A&D Assessments: 23**
- Number of New Individuals Receiving Services/Classroom Instruction: 80**
- Number of Individuals Referred to Post-Release Treatment Services: 25**
- Number of Individuals Currently in Treatment: 8**
- Number of Individuals Served not released: 54**

GUEST SPEAKERS

Christie Shaw: Decisions, Choices and Options; Alan Burnett: Franklin County Prevention Coalition; Dave Van Buskirk: Toastmasters; David Eldridge: Self Esteem and Life Skills; Maegan Acklen: TN Vocational Rehabilitation; Terry Quillen: American Job Center; Eric Vanzant: Parenting Classes; Sandy Schultz: GED Classes; Alicia Smith: Metro Industrial; Elizabeth Padgett: Life

QUOTE OF THE QUARTER

“Never doubt that a small group of thoughtful, committed people can change the world. Indeed, it is the only thing that ever has.”

-Margaret Mead

Choices Parenting Classes; Marcia Ray: Bible Study; Eric Vanzant: Parenting Classes; Fancy Kilgore: Health Connect; Carlie Gaby: Mock Interviews;

OFFICE OF THE REGISTER OF DEEDS
Financial Report
For The Period Of 07/01/2023 - 09/30/2023

Account Description	Beginning Balance	Adjustments	Receipts	Transfers In	Disbursements	Transfers Out	Commission Transfers	Ending Balance
MORTGAGE TAX	0.00	0.00	162591.67	0.00	158689.45	0.00	3902.22	0.00
CONVEYANCE TAX	0.00	0.00	460531.24	0.00	449478.51	0.00	11052.73	0.00
DP FEES	0.00	0.00	3884.00	0.00	3884.00	0.00	0.00	0.00
REGISTER'S FEES	0.00	0.00	1024.00	0.00	1024.00	0.00	0.00	0.00
RECORDING FEES	-973.00	-404.01	50621.00	0.00	65985.96	0.00	-14954.95	-967.00
LATE FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS FEES	0.00	0.00	141.80	0.00	141.80	0.00	0.00	0.00
REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OVER/SHORT	0.00	0.00	63.00	0.00	63.00	0.00	0.00	0.00
ESCROW	-1057.58	0.00	509.59	0.00	496.72	0.00	0.00	-1070.45
CR/DB CARD FEES	0.00	0.00	59.57	0.00	59.57	0.00	0.00	0.00
TOTALS:	-2030.58	-404.01	679425.87	0.00	679823.01	0.00	0.00	-2037.45
SUMMARY OF ASSETS:								
CASH ON HAND	850.00							850.00
CASH IN BANK	1057.58							1070.45
ACCOUNTS RECEIVABLE	123.00							117.00
TOTALS:	2030.58							2037.45

This report is submitted in accordance with requirements of Sections 5-8-505 and /or 67-5-1902, as amended, Tennessee Code Annotated, and to the best of my knowledge, information and belief accurately reflect transactions of this office for the period 07/01/2023 through 09/30/2023.

Devin Marshall
Register of Deeds

10-5-23
Date

County Mayor _____ Date _____

County Clerk _____ Date _____

Filed Oct. 2, 2023
 TINA SANDERS
 FRANKLIN COUNTY CLERK
 WINCHESTER, TN 37398

FRANKLIN COUNTY TENNESSEE
 Veterans Service Office
 839 Dinah Shore Boulevard
 Winchester, Tennessee 37398

VETERANS SERVICE OFFICE QUARTERLY REPORT

July - September 2023

	July	Aug	Sept	TOTAL
Assistance Over the Phone	774	869	771	2414
Office Visits	170	187	179	536
Claims and Correspondence Filed on behalf of Veterans & Dependents	228	290	173	691
Total Assistance Provided to Veterans & Dependents	1172	1346	1123	3641
Home Visits & Outreaches (Covid-19)	8	10	14	32
Veteran Service Officer Training (hours)	5	6	7	18
Veterans That Were Provided Help For Groceries, Utilities, Lodging, etc.	1	1	0	2
Trips Paid for Veterans on FC Public Transportation	13	18	19	50
Mileage	210	205	246	661

BOBBY CLARK
 Veterans Service Officer



Resolution # 10a-1023

A RESOLUTION AMENDING THE FRANKLIN CO BOARD OF EDUCATION GENERAL FUND BUDGET OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2024

WHEREAS, certain amendments are needed to provide for compliance with audit requirements to not overspend allocated amounts in different funds and receive unanticipated revenues that require an increase in estimated revenue and/or proposed expenditures from unappropriated balances in the Board of Education Budget Fund,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education General Fund Budget of Franklin County, Tennessee be amended as follows:

Department & Description	Account Number					Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
CTE- Instructional Supplies	141	71300	429		802		\$ 7,415.40
CTE-Vocational Inst Equipment	141	71300	730		802		\$ 28,652.80
CTE-Other Support Contracted Services	141	72130	399		802		\$ 5,428.00
Reserve Funds	141	34555			802	\$ 41,496.20	
						\$ 41,496.20	\$ 41,496.20
SPARC 4.0							

Approved this the 16th Day of October 2023.

School Board Approved 9/11/23

Chris Guess, Honorable Franklin County Mayor & Chairman to the Commission

Attest:

Tina Sanders, County Clerk

Resolution Sponsored By: Riddle & Wiseman

Motion to Adopt By: _____ Second By: _____

Votes: Ayes: _____ Nays: _____ Pass: _____ Declaration: _____

Resolution # 10b-1023

A RESOLUTION AMENDING THE FRANKLIN CO BOARD OF EDUCATION GENERAL FUND BUDGET OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2024

WHEREAS, certain amendments are needed to provide for compliance with audit requirements to not overspend allocated amounts in different funds and receive unanticipated revenues that require an increase in estimated revenue and/or proposed expenditures from unappropriated balances in the Board of Education Budget Fund,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education General Fund Budget of Franklin County, Tennessee be amended as follows:

Department & Description	Account Number					Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Maintenance of Plant-Other Equipment	141	72620	790				\$ 195,501.78
Revenue-State Grant	141	46980				\$ 195,501.78	
\$ 195,501.78							\$ 195,501.78
Public School Security Grant							
Other Equipment	141	72210	790			\$ 3,000.00	
Operating Lease Payments	141	72320	330	CO			\$ 3,000.00
\$ 3,000.00							\$ 3,000.00
Secondary Curriculum							
Other Salaries & Wages	141	72810	116	93023	116		\$ 18,426.79
Social Security	141	72810	201	93023	116		\$ 1,000.00
Pensions	141	72810	204	93023	116		\$ 1,175.00
Life Insurance	141	72810	206	93023	116		\$ 50.00
Medical Insurance	141	72810	207	93023	116		\$ 3,688.00
Employer Medical Liability	141	72810	212	93023	116		\$ 197.75
Revenue	141	46590		93023	116	\$ 24,537.54	
\$ 24,537.54							\$ 24,537.54
TSW (CARRY OVER)							
Other Salaries & Wages	141	72810	189	FCHS	116		\$ 102,254.00
Social Security	141	72810	201	FCHS	116		\$ 6,370.00
Pensions	141	72810	204	FCHS	116		\$ 7,530.00
Life Insurance	141	72810	206	FCHS	116		\$ 110.22
Medical Insurance	141	72810	207	FCHS	116		\$ 5,581.66
Employer Medical Liability	141	72810	212	FCHS	116		\$ 1,482.68
Revenue	141	46590			116	\$ 123,328.56	
\$ 123,328.56							\$ 123,328.56
TSW - School to Work							

Department & Description	Account Number					Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		

Unassigned Fund Balance	141	39000				\$ 17,000.00	
Board of Education-Travel	141	72310	524				\$ 17,000.00
						\$ 17,000.00	\$ 17,000.00
Board of Education Travel Increase							

Approved this the 16th Day of October 2023.
 PENDING School Board 10/9/23

Chris Guess, Honorable Franklin County Mayor & Chairman to the Commission

Attest:

Tina Sanders, County Clerk

Resolution Sponsored By: Schultz & Riddle

Motion to Adopt By: Second By:

Votes: Ayes: Nays: Pass: Declaration:

RESOLUTION# - 100-1023

A RESOLUTION AMENDING THE GENERAL FUND BUDGETS OF FRANKLIN COUNTY, TENNESSEE
FOR THE FISCAL YEAR ENDING JUNE 30, 2024.

WHEREAS, certain amendments are needed to provide for compliance with audit requirements to not overspend allocated amounts in different funds and receive unanticipated revenues that require an increase in estimated revenue and/or proposed expenditures from unreserved balances in each respective fund,

NOW, THEREFORE, BE IT RESOLVED, that the General Fund Budgets of Franklin County, Tennessee be amended as follows:

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Other Federal Through State	101	47590		DRIVE		30,000.00	
Unassigned Fund Balance (+)	101	39000					12,429.00
Other LE - Overtime Pay	101	54710	187	DRIVE			10,012.00
Other LE - Social Security	101	54710	201	DRIVE			613.84
Other LE - Pensions	101	54710	204	DRIVE			217.91
Other LE - Medical Insurance	101	54710	207	DRIVE			535.00
Other LE - Unemployment Compensation	101	54710	210	DRIVE			49.61
Other LE - Employer Medicare Liability	101	54710	212	DRIVE			142.64
Other LE - Other Equipment	101	54710	790	DRIVE			6,000.00
Total County General Fund 101						30,000.00	30,000.00
Clean up Sheriff's Homeland Security GHSO Drive grant FY24							
Other Federal Through State - YR2	101	47590		DRIVE	YR2		10,899.62
Unassigned Fund Balance (+)	101	39000					6,175.60
Other LE - Overtime Pay	101	54710	187	DRIVE	YR2	12,829.19	
Other LE - Social Security	101	54710	201	DRIVE	YR2	163.54	
Other LE - Pensions	101	54710	204	DRIVE	YR2	619.36	
Other LE - Medical Insurance	101	54710	207	DRIVE	YR2	35.25	
Other LE - Employer Medicare Liability	101	54710	212	DRIVE	YR2	127.88	
Other LE - Other Equipment	101	54710	790	DRIVE	YR2	3,300.00	
Total County General Fund 101						17,075.22	17,075.22
Clean up Sheriff's Homeland Security GHSO Drive grant FY23							
Other Federal Through State	101	47590		ELECT		11,381.13	
Elections - Other Capital Outlay	101	51500	799	ELECT			11,381.13
Total County General Fund 101						11,381.13	11,381.13
Clean up Elections Technology Grant							

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		

Contributions & Gifts	101	44570		VTAID		1,300.00	
Veterans Admin - Other Charges	101	58300	599	VTAID			1,300.00
Total County General Fund 101						1,300.00	1,300.00
Budget Contributions to Veteran's Administration							

Donations - Citizens Group	101	48610		B2SB		900.00	
Local Health - Other Charges	101	55110	599	B2SB			900.00
Total County General Fund 101						900.00	900.00
Budget Donations to Health Dept Give a Kid a Chance Project							

Other Local Revenue	101	44990		ANIM		424.00	
Donations - Citizens Groups	101	48610		ANIM		200.00	
Animal Control	101	55120	401	ANIM			624.00
Total County General Fund 101						624.00	624.00
Budget Donations and Local Revenue for Animal Control							

Approved this the 16th Day of October 2023.

Chris Guess, Honorable County Mayor &
Chairman of the Commission

ATTEST:

Tina Sanders, County Clerk

Resolution Sponsored By: Riddle & Eldridge

Motion to Adopt By: Second By: Votes: Declaration:

Resolution # 10d-1023

**A RESOLUTION AUTHORIZING
A MULTIPLE YEAR LEASE PURCHASE AND MAINTENANCE AGREEMENT
FOR THE FRANKLIN COUNTY BOARD OF EDUCATION**

WHERE AS, the Franklin County Board of Education Administration has need to upgrade, operate and maintain their current copier including hardware/software system within their respective locations and operations of the Board of Education, and

WHERE AS, the current copier are not sufficiently meeting the needs of the function of the secondary curriculum department at the Franklin County High School, and

WHERE AS, the projected cost of the copier hardware/software system is such that the payments need to be spread over more than one budget year and the Franklin County Board of Education does not have authority to enter into a multi-year purchase contract for this period of time without the approval of the Franklin County Board of Commissioners.

NOW, THEREFORE, Be it Resolved by the Franklin County Board of Commissioners that the Franklin County Finance Director is authorized to enter into a multi-year lease agreement with Konica Minolta Business Solutions USA, on behalf of the Franklin County Board of Education Administration, and the lease is not to extend over a period of more than sixty (60) months.

Be It Further Resolved that this resolution be effective immediately upon passage for the public welfare demanding it on this the 16th day of October 2023.

Chris Guess, County Mayor &
Honorable Chairman to the Commission

Attest:

Tina Sanders, County Clerk

RESOLUTION SPONSORED BY Riddle & Wiseman

MOTION TO ADOPT: _____ **SECOND BY:** _____

VOTES:
AYES _____ **NAYS** _____ **PASS** _____ **ABSTAIN** _____

DECLARATION: _____



Current Summary

• **Printer ???**

Copier Lease month	\$ --. -- 60 FMV month Lease
Base Service & Supplies	\$ 0.00 Service Base black copies included
<u>Overages – Color/Black</u>	<u>\$ 0.00 Black overages/TONER COST</u>
Total Monthly Expenditures:	\$????.??

Proposed Solution

Konica Minolta Bizhub 360i

- Print, copy, scan, store and send any document anywhere
- Simitri HD Polymerized toner for superior image quality
- 36 pages per minute
- Thumb Drive Print & Scan
- 1200 x 600 dpi print resolution
- **Multi-pos Finisher/Sorting**
- Standard duplexing, Heavy stock support
- 1,000 standard paper capacity + 150 sheet bypass
- 8 GB RAM + 256 GB HD for simultaneous processing
- Dual Scan Document Feeder
- Heavy duty 150 sheet automatic document feeder



\$89.00 Per Month Includes: Lease and Maintenance. Includes 300 Black cpm. Overages @ .005. Agreement includes Parts, Labor, Drums, Supplies excludes Staples & paper only. Pricing based upon a 63 month Lease. Please note: Picture may be different than way configured an priced!

Total Monthly Savings/Investment. ????
One time increase of year 4. Service only

RESOLUTION # 10e-1023

**APPROVING CONTRACTED SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY,
TN BOARD OF EDUCATION AND GALLAHER & ASSOCIATES INC**

WHEREAS, Franklin County, adopted the County Financial Management System of 1981 (T.C.A. § 5-21-101 *et seq.*) on September 11, 2000; and

WHEREAS, T.C.A. § 5-21-105 of said Act provides that the finance committee shall provide a policies and procedures manual and that said committee approved those policies and procedures on November 27, 2001; and

WHEREAS, the Section 8.7 of the Policies and Procedures Manual provides that no official is authorized to enter into a multi-year contracted agreement unless it is approved by the Franklin County Legislative Body; and

WHEREAS, there is presently a need for the Franklin County High School to enter into a multi-year contracted agreement with Gallaher & Associates Inc, in order to obtain an adequate service and price for the services of Fire Alarm Line Monitoring, Maintenance & Testing at the Franklin County High School facilities; and

WHEREAS, Franklin County Board of Education has current contracts for the fire alarms, but not the actual lines themselves. and the FCBOE wants to enter into a multi-year contract for the monitoring & maintenance of the lines to the alarms they monitor; and

NOW, THEREFORE, BE IT RESOLVED that the Franklin County Finance Director is hereby authorized to execute a contract with said company and allocate funds for a multi-year contract not to exceed five (5) years.

BE IT FURTHER RESOLVED that this resolution be effective immediately upon its passage, the public welfare demanding. Approved, this the 16th day of October 2023.

Cleijo Walker, School Board Chairman

Chris Guess, Honorable County Mayor
& Chairman to the Commission

ATTEST:

Tina Clark, Franklin County Clerk

RESOLUTION SPONSORED BY: Riddle & Eldridge

MOTION TO ADOPT: _____ SECOND BY: _____

Vote: Ayes Nays Pass Declaration: _____



Gallaher

Integrated Technology Systems Made Simple.

MONITORING AGREEMENT

Agreement

WHEREAS, the undersigned Franklin County Schools hereinafter called SUBSCRIBER, YOU, has heretofore entered an agreement with its Alarm Co., Gallaher & Associates, Inc. (hereinafter called "GALLAHER"), and has on this date entered into this agreement (consisting of two pages and thirty-six (36) points), the terms of which provide for Monitoring of Incoming Signals from SUBSCRIBER'S local protective system located at the address set forth in the contract below.

Monitored Site Name: <u>Franklin County HS Field House</u>	Billing Name: <u>Franklin County Schools</u>
Authorized by: <u>Rocky Peacock</u>	Name: _____
Title: <u>Maintenance</u>	Title: _____
Monitored Address: <u>833 Bypass Road</u>	Address: <u>215 S. College Street</u>
City, State, Zip: <u>Winchester TN 37398</u>	City, State, Zip: <u>Winchester TN 37358</u>

Monitoring: Fire Intrusion Panic Duress Environmental Other: _____

UL Monitoring: Yes No Bid ID: _____ Sales Executive Initials: _____ Automatic Draft:

Term: 5 Years

Monthly Price: \$ 45 Billing Term: Quarterly Semi-Annual Annual Connection Fee: \$ _____

Terms & Conditions

IT IS THEREFORE AGREED for in consideration of such agreement that:

- BINDING AGREEMENT:** This agreement becomes binding upon GALLAHER only (I) When signed by an authorized representative of the company, who must be a corporate officer if (A) there are any additions to the agreement, or (B) any of the printed terms and conditions have been altered, deleted, or substituted by other wording, or (II) upon commencement of services.
- ENTIRETY OF CONTRACT:** The entire Contract of the parties is expressed herein and no verbal understandings, agreements, purchase orders, work orders, or other documents shall alter, change, or modify the terms and provisions of this Contract.
- MODIFICATIONS:** All changes or Amendments to this agreement must be in writing and signed by SUBSCRIBER and an Authorized Representative of GALLAHER to be binding.
- ALARM MONITORING:** Service will commence when GALLAHER has processed SUBSCRIBER'S paperwork, billed SUBSCRIBER for the first year of alarm monitoring service, applicable one-time connection fee, and alarm signals sent from SUBSCRIBER'S alarm system have been received and validated by our alarm monitoring company.
- MONITORING SERVICE:** The monitoring service consists solely of personnel at GALLAHER's central station communicating through any information transmission technology used by GALLAHER's central station with persons identified in advance by SUBSCRIBER (the "Contact List") and emergency response authorities ("First Responders" and, collectively with the Contact List, "Responders") using the contact information supplied by the SUBSCRIBER (e.g., telephone number, or email, IP, SMS, or other electronic address) upon GALLAHER's central station's receipt of signals, data or other communication from the system (I) within a reasonable period of time (A)

GALLAHER's central station may, in its sole and absolute discretion and without any liability, contact or attempt to contact you or your Contact List as frequently as GALLAHER's central station deems appropriate to verify the need to notify First Responders to the Listed Code, and (b) after receiving an abort code or oral or electronic advice from anyone, including, but not limited to, you, a Responder, or anyone at the premises or who communicates with us through the system, to disregard the Listed Code. GALLAHER's central station may, in its sole and absolute discretion and without any liability, refrain from contacting the Responders or advise the Responders of the receipt of the oral advice to disregard the Listed Code.

- CONSENT TO INTERCEPT, RECORD, DISCLOSE AND USE CONTENTS OF COMMUNICATIONS.** GALLAHER may intercept, record, retrieve, review, copy, disclose or use conversations and other communications between our personnel and you, your family, guests, agents, servants, representatives and employees parties (collectively, "Any Person"), or responders, or other third party. You authorize and consent to such recording and monitoring for yourself and as the authorized agent of Any Person, and all Responders and other third parties on the Contact List. GALLAHER personnel may remain on the telephone line if they conference in a third party to assist in completing a service request. You agree that GALLAHER personnel may share your personal information with Responders. You agree that GALLAHER is not required to release any recorded conversations or communications or physical records that are created by or on behalf of GALLAHER unless required by law.
- RIGHT TO SUBCONTRACT SERVICES:** SUBSCRIBER agrees that GALLAHER is authorized and permitted to subcontract any services to be provided by GALLAHER to third parties who may be independent of GALLAHER. SUBSCRIBER acknowledges, that this agreement, and particularly those paragraphs relating to GALLAHER's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third-party indemnification, inure to the benefit of and are applicable to



Gallagher

Integrated Technology Systems Made Simple.

MONITORING AGREEMENT

Terms & Conditions

increase the annual service charge provided herein at any time after the expiration of one (1) year from the date such system is operative under this Agreement upon giving the SUBSCRIBER written notice sixty (60) days in advance of the effective date of such increase, and if the SUBSCRIBER is unwilling to pay any such increased charge, the SUBSCRIBER may cancel the then unexpired term of this Agreement by notifying GALLAHER in writing thirty (30) days prior to the otherwise effective day of any such increase. All charges set forth herein are based on existing Federal, State, Local taxes and utility charges. GALLAHER shall have the right, at any time, to increase the service charges provided herein, to reflect any additional taxes, fees or charges which may hereafter be imposed by a utility or government agency related to the installation, maintenance, or service provided under the terms of this Agreement and SUBSCRIBER agrees to pay the same.

9. AUTOMATIC RENEWAL OF MONITORING SERVICE:

In the absence of thirty (30) days written notice of cancellation, due to life safety issues, the monitoring contract will automatically renew each year after the expiration of terms on the contract date. You will be billed the month prior to that renewal.

10. **CANCELLATION OF CONTRACT:** The SUBSCRIBER understands that written notification is required to cancel the monitoring service even after the initial contract period. Unless you notify GALLAHER in writing of your desired cancellation thirty (30) days prior to termination date, the contract automatically renews each year, and you will be responsible for the pro-rated monthly amount including the thirty (30) day notice. Upon cancellation, any and all monies owed under this agreement shall be due and payable, including services performed but not yet completed for any reason. Accordingly, you agree that if you terminate this contract during any renewal year, there will be no refund for unused service due to set up costs incurred by GALLAHER. If you change monitoring companies and require a disconnect from GALLAHER, there will be a One Hundred Twenty-Five (\$125.00) dollar service fee;

11. **REFUNDS:** Upon written cancellation of alarm monitoring service from SUBSCRIBER, GALLAHER will attempt to remove the account and telephone numbers from SUBSCRIBER'S alarm equipment and retrieve GALLAHER-owned equipment including but not limited to any radio transmitter used as a communication pathway. SUBSCRIBER agrees to assist in that effort and make the alarm equipment available to GALLAHER during normal business hours. The amount of work required to recover GALLAHER proprietary alarm data will be billed at our prevailing labor rates, charged against SUBSCRIBER'S balance and may reduce or eliminate any refund SUBSCRIBER is due and may require additional billing of SUBSCRIBER. Failure by GALLAHER to recover its data may result in the continued alarm monitoring of SUBSCRIBER'S alarm system. **SUBSCRIBER AGREES THAT MONITORING AND BILLING WILL CONTINUE UNTIL ALL OF GALLAHER PROPRIETARY DATA AND**

upon a ten (10) day written notice to SUBSCRIBER without assuming any liability associated with the absence of monitoring services. The SUBSCRIBER understands that GALLAHER has the right to discontinue services due to non-payment without assuming any liability associated with the absence of monitoring services. In the case that termination due to non-payment occurs, the full outstanding amount must be paid plus a Two Hundred and Fifty (\$250.00) dollar reconnect fee in order for service to be restored. This agreement may be cancelled without previous notice, at the option of GALLAHER, in the event GALLAHER Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of GALLAHER, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed. In such event every effort will be made by GALLAHER to notify SUBSCRIBER as quickly as is feasible.

13. **CONFLICT OF TERMS:** Should there arise a conflict of terms or conditions between this agreement and a purchase order it is agreed that this contract shall be supreme and binding.

14. **PAST DUE STATUS:** Should SUBSCRIBER'S account become 'PAST DUE' for any reason, GALLAHER may, at its option and without notice to client, disconnect SUBSCRIBER from monitoring and proceed with collection efforts. In such circumstances, SUBSCRIBER agrees to pay any and all collection and/or legal fees or penalties obtained in the efforts to receive the outstanding balance of SUBSCRIBER'S account. SUBSCRIBER acknowledges that any account disconnected due to non-payment is subject to a \$250.00 administrative processing fee that will be added to SUBSCRIBER'S outstanding balance.

15. **INSURANCE:** SUBSCRIBER understands and agrees that neither GALLAHER nor its directors, officers, shareholders, partners, or employees (collectively, "representatives") is an insurer; that SUBSCRIBER currently has and shall always maintain insurance covering SUBSCRIBER, SUBSCRIBER'S family, SUBSCRIBER'S employees and others who maybe on SUBSCRIBER'S premises for medical, disability, life, and property damage; that recovery for all such loss, damage, cost, and expense shall be limited to any such insurance coverage only; and that GALLAHER and representatives are released from all liability due to active or passive sole, joint, or several negligence of any kind or degree, the improper operation or nonoperation of the system, breach of contract, express or implied, breach of warranty, express or implied, or by loss or damage to or malfunction of facilities necessary to operate the system, transmit any signal or operate any monitoring facility. you further understand and agree that should there arise any

Terms & Conditions (Continued)

16. **LIABILITY:** GALLAHER assumes NO LIABILITY OR RESPONSIBILITY whatsoever for the serviceability, operation, maintenance, or function of SUBSCRIBER'S alarm equipment. Additionally, GALLAHER cannot guarantee that SUBSCRIBER'S alarm equipment provides full or even partial security coverage or will provide the security protection SUBSCRIBER intended it to provide. GALLAHER reserves the right to terminate WITHOUT FAULT the alarm monitoring service to any SUBSCRIBER whose alarm equipment is: a) in poor working order; b) has not been repaired after SUBSCRIBER has been notified service is needed; c) responsible for excessive alarm signals - more than five (5) during a thirty (30) day period; d) used improperly by SUBSCRIBER or SUBSCRIBER'S designates. SUBSCRIBER understands and agrees that unnecessary service or false alarm calls are to be borne by SUBSCRIBER.
17. **LIMITED EFFECT OF WAIVER BY COMPANY:** Should Company waive breach of any provision of this agreement by the Client, that waiver will not operate or be construed as a waiver of further breach by the Client.
18. **SEVERABILITY:** If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect.
19. **EXCLUSION OF THIRD-PARTY BENEFICIARIES:** Customer further releases and discharges the Company for any injury, loss or damage arising out of the work performed by Company or its agents, employees or assigns or any third party's loss or injury from any cause. Customer agrees to indemnify and hold harmless the Company from any liability related to any injuries or damage sustained by Customer, Customer's family, friends, invitees, employees, agents or other representatives or assigns.
20. **EXCESSIVE SIGNALS:** If excessive false alarms (more than five (5) during a thirty (30) day period) are caused by ANY reason, including but not limited to user error or malicious behavior, carelessness, or unintended use of the alarm system, GALLAHER may, at its sole discretion, deem the same to be a material breach of contract on the part of the SUBSCRIBER and may, at its sole discretion, be excused from further performance. SUBSCRIBER bears the full burden of responsibility for any and all costs or fees related to excessive signals that are incurred from SUBSCRIBER'S systems.
18. **WARRANTY OR MERCHANTABILITY:** GALLAHER makes no expressed or implied warranties as to any matter whatsoever, including, but without limitation, the condition of the equipment, its merchantability or its fitness for any particular use.
19. **COMMUNICATION LINK DISCLAIMER:** SUBSCRIBER acknowledges that SUBSCRIBER'S alarm equipment communicates with GALLAHER central monitoring provider via telephone lines, DSL lines, Internet service, cellular service, radio transmission, or by any communication path unknown now but utilized in the future and that the serviceability of any communication path is BEYOND THE CONTROL OF GALLAHER. SUBSCRIBER agrees to hold GALLAHER harmless for any and all loss as a result of any and all forms of communication failure.
- In working order its Monitoring Receiving Facility.
22. **POLICE DEPARTMENT/LOCAL STATE REGULATIONS: SUBSCRIBER'S SOLE RESPONSIBILITY** SUBSCRIBER'S local police department requires a permit. SUBSCRIBER agrees to pay for, get and immediately forward a copy of permit to GALLAHER at its address of record. SUBSCRIBER understands and accepts that GALLAHER is NOT RESPONSIBLE for maintaining SUBSCRIBER'S police permit, paying local fees associated with police permits or permits of ANY kind. SUBSCRIBER assumes ALL responsibility and liability for the maintenance and compliance with local, state and federal regulations as currently apply to security services and SUBSCRIBER agrees to diligently follow and pay for all local, state and federal ordinances as they apply to SUBSCRIBER'S relationship with GALLAHER the life of their mutual business relationship. Additionally, SUBSCRIBER understands and accepts that GALLAHER is responsible for false alarm charges, whether levied by government or private sector responders, will not pay said false alarm charges and that alarm response or lack of response may be due wholly in part to having SUBSCRIBER'S alarm account, if applicable, current with all applicable responding parties.
23. **COMPANY IS NOT AN INSURER: LIQUIDATED DAMAGES: LIMITATION OF LIABILITY:** It is understood that GALLAHER is not an insurer; that insurance, if any, shall be obtained by the SUBSCRIBER; that the payments provided hereunder are based solely on the value of the services set forth herein and are unrelated to the value of the SUBSCRIBER'S property or property of others located on SUBSCRIBER'S premises. GALLAHER makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or consequences from which the system or service is designed to detect or avert. SUBSCRIBER acknowledges that it is impracticable and extremely difficult to fix the actual damages, if any, which proximately result from a failure to perform any of the obligations herein, or the failure of the system to properly operate with resulting loss to SUBSCRIBER because of but not limited to:
- a. The uncertain amount or value of SUBSCRIBER'S property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;
 - b. The uncertainty of the response time of any police, fire department or alarm response company dispatched as a result of a signal from or at the premises;
 - c. The inability to ascertain what portion, if any, of any loss would be proximately caused by GALLAHER or its AGENTS, failure to perform or by a failure in its equipment to operate. The nature of the service to be performed by GALLAHER and its AGENTS.
24. **RELEASE OF INSURED LOSSES AND WAIVER OF SUBROGATION:** You hereby waive any rights, INCLUDING ANY RIGHTS OF SUBROGATION, your insurance company shall have to be reimbursed by GALLAHER for money paid to you on your behalf. You hereby release GALLAHER for all losses, damages and expenses which are insured.
25. **FAILURE TO PERFORM:** GALLAHER assumes NO LIABILITY for failure to perform because of, but not limited to, labor trouble, riots, floods, power outages, communication



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persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of GALLAHER or its AGENTS, ASSIGNS, or EMPLOYEES.

27. **NON-SOLICITATION OF EMPLOYEES:** Parties shall not, directly or indirectly, solicit for employment, or advise or recommend to any other person that they solicit for employment, any employee of the other Party (or any subsidiary or affiliate), during the Term and for a term of 12 months (1 year) thereafter.
28. **OWNERSHIP:** GALLAHER yard signs, window decals, equipment stickers and anything with the GALLAHER identifier shall remain the property of GALLAHER. SUBSCRIBER acknowledges that none of the above is for sale and that all are used only with permission by GALLAHER during the period of service of SUBSCRIBER'S alarm system by GALLAHER.
29. **MARKETING:** SUBSCRIBER agrees to allow GALLAHER to reference, use images and pictures, and list the SUBSCRIBER as a client in promotional efforts including but not limited to marketing materials and company website.
30. **NOTE:** If any terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
31. **ASSIGNMENT:** This agreement is not assignable by SUBSCRIBER without written consent of GALLAHER. GALLAHER shall have the right to assign this agreement or subcontract any of the services it may perform. There are NO VERBAL understandings changing or modifying this Agreement.
32. **ORAL MODIFICATIONS NOT BINDING:** This instrument is the entire agreement of the Company and the client. Oral changes have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.
33. **ASSUMPTION OF AGREEMENT BY COMPANY'S SUCCESSORS AND ASSIGNEES.** The Company's rights and obligations under this agreement will inure to the benefit and be binding upon the Company's successors and assignees.
34. **APPLICABLE LAW:** It is expressly agreed that this Contract shall be governed by the laws of the State of Tennessee.
35. **TYPE AND PLACE OF SUIT:** SUBSCRIBER and GALLAHER each unconditionally and irrevocably agree that claims, actions or proceedings arising out of or from, connection with, as a result of related to or as a consequence of this agreement or the services (a "suit") shall be limited to breach of this agreement only (all other types of claims be hereby waived and GALLAHER and representatives be hereby released), brought exclusively in the state courts located in the county of Blount, TN and SUBSCRIBER and GALLAHER each unconditionally and irrevocably consent to the exclusive jurisdiction of these courts.
36. **Regarding recovery of attorney fees:** Should legal action become necessary to enforce any provision of this agreement the losing party agrees to reimburse the prevailing party for necessary legal expenses, including but not limited to court costs and attorney fees, in said legal action.
37. **SERVICE OF PROCESS:** SUBSCRIBER and GALLAHER each authorize and consent to service of process by U.S. mail, certified, return receipt requested, or national overnight courier service (with confirmation of receipt) at SUBSCRIBER'S address set forth in this document and at GALLAHER'S home office address, 3351 Regal Drive, Alcoa, TN, 37701.
38. **WAIVER OF TRIAL BY JURY:** SUBSCRIBER AND GALLAHER EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUIT BROUGHT BY EITHER PARTY.
39. **INDEMNIFICATION:** In the event any person or entity, not party to this Contract, shall make any claim or file any lawsuit against GALLAHER for any reason whatsoever, including but not limited to the installation, maintenance, operation or non-operation of the alarm system, SUBSCRIBER agrees to indemnify, defend, and hold GALLAHER harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees, whether these claims are based upon alleged intentional conduct, active or passive negligence, or strict or product liability, on the part of GALLAHER, its agents, servants or employees.
36. **CONTRACTUAL LIMITATION OF ACTIONS:** all suits against GALLAHER or representatives must be commenced in court within one (1) year after the cause of action has accrued with no judicial extension of time allowed, or said suit is barred. Strict compliance to the time period within this paragraph shall be met.

Acceptance

SUBSCRIBER has read, understands and accepts the terms of this Agreement and is signing up for Monitoring Service:

SUBSCRIBER Signature: _____

Date: _____

Print Name: _____

Title: _____

(For use by GALLAHER only below this point)



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Customer Information Form

Dealer Name: Gallaher & Associates

Date: 8/15/23

ACCOUNT INFORMATION:

Subscriber Name: Franklin County High School

Subscriber Acct #:

Address: 833 Bypass Road

Suite/Building:

City: Winchester

State: TN

Zip: 37398

Email: rocky.peacock@fcstn.net

Time Zone: CST EST

Acct Type: Residential Burg Commercial Burg Non-UL Commercial Fire UL Commercial Fire Elevator

Other:

Verification #1 (called before dispatch)

Name:

Number:

Verification #2 (called before dispatch)

Name:

Number:

Cross Street/Directions:

Primary Verbal Password:

Verbal Duress:

Control Panel Brand/Model:

Communicator: (Cell/IP Type & Cell Serial #):

Test Timer Frequency: Daily Weekly (no charge) Monthly (no charge) None

Open/Close Reports?: Yes No If Yes, Email:

Supervised Openings/Closings?: Yes No

CUSTOMER CONTACT INFORMATION:

Name	Panel User #	Primary Phone	Phone Type	Secondary Phone	Phone Type	User Verbal Password
			<input type="checkbox"/> Cell <input type="checkbox"/> Work <input type="checkbox"/> Home		<input type="checkbox"/> Cell <input type="checkbox"/> Work <input type="checkbox"/> Home	
			<input type="checkbox"/> Cell <input type="checkbox"/> Work <input type="checkbox"/> Home		<input type="checkbox"/> Cell <input type="checkbox"/> Work <input type="checkbox"/> Home	
			<input type="checkbox"/> Cell <input type="checkbox"/> Work <input type="checkbox"/> Home		<input type="checkbox"/> Cell <input type="checkbox"/> Work <input type="checkbox"/> Home	
			<input type="checkbox"/> Cell <input type="checkbox"/> Work <input type="checkbox"/> Home		<input type="checkbox"/> Cell <input type="checkbox"/> Work <input type="checkbox"/> Home	
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			<input type="checkbox"/> Cell <input type="checkbox"/> Work <input type="checkbox"/> Home		<input type="checkbox"/> Cell <input type="checkbox"/> Work <input type="checkbox"/> Home	

AUTHORITIES INFORMATION:

City or County of Jurisdiction: Franklin County

SPECIAL INSTRUCTIONS:

Agreement

WHEREAS, the undersigned Franklin County Schools hereinafter called SUBSCRIBER; YOU, has heretofore entered an agreement with its Alarm Co., Gallaher & Associates, Inc. (hereinafter called "GALLAHER"), and has on this date entered into this agreement (consisting of two pages and thirty-six (36) points), the terms of which provide for Monitoring of Incoming Signals from SUBSCRIBER'S local protective system located at the address set forth in the contract below.

Monitored Site Name: <u>Franklin County High School</u>	Billing Name: <u>Franklin County Schools</u>
Authorized by: <u>Rocky Peacock</u>	Name: _____
Title: <u>Maintenance</u>	Title: _____
Monitored Address: <u>833 Bypass Road</u>	Address: <u>215 S. College Street</u>
City, State, Zip: <u>Winchester TN 37398</u>	City, State, Zip: <u>Winchester TN 37358</u>

Monitoring: Fire Intrusion Panic Duress Environmental Other: _____

UL Monitoring: Yes No **Bid ID:** _____ **Sales Executive Initials:** _____ **Automatic Draft:**

Term: 5 Years

Monthly Price: \$ 45 **Billing Term:** Quarterly Semi-Annual Annual **Connection Fee:** \$ _____

Terms & Conditions

IT IS THEREFORE AGREED for in consideration of such agreement that:

1. **BINDING AGREEMENT:** This agreement becomes binding upon GALLAHER only (I) When signed by an authorized representative of the company, who must be a corporate officer if (A) there are any additions to the agreement, or (B) any of the printed terms and conditions have been altered, deleted, or substituted by other wording, or (II) upon commencement of services.
2. **ENTIRETY OF CONTRACT:** The entire Contract of the parties is expressed herein and no verbal understandings, agreements, purchase orders, work orders, or other documents shall alter, change, or modify the terms and provisions of this Contract.
3. **MODIFICATIONS:** All changes or Amendments to this agreement must be in writing and signed by SUBSCRIBER and an Authorized Representative of GALLAHER to be binding.
4. **ALARM MONITORING:** Service will commence when GALLAHER has processed SUBSCRIBER'S paperwork, billed SUBSCRIBER for the first year of alarm monitoring service, applicable one-time connection fee, and alarm signals sent from SUBSCRIBER'S alarm system have been received and validated by our alarm monitoring company.
5. **MONITORING SERVICE:** The monitoring service consists solely of personnel at GALLAHER's central station communicating through any information transmission technology used by GALLAHER's central station with persons identified in advance by SUBSCRIBER (the "Contact List") and emergency response authorities ("First Responders" and, collectively with the Contact List, "Responders") using the contact information supplied by the SUBSCRIBER (e.g., telephone number, or email, IP, SMS or other electronic address) upon GALLAHER's central station's receipt of signals, data or other communication from the system (I) within a reasonable period of time (A)

GALLAHER's central station may, in its sole and absolute discretion and without any liability, contact or attempt to contact you or your Contact List as frequently as GALLAHER's central station deems appropriate to verify the need to notify First Responders to the Listed Code, and (b) after receiving an abort code or oral or electronic advice from anyone, including, but not limited to, you, a Responder, or anyone at the premises or who communicates with us through the system, to disregard the Listed Code; GALLAHER's central station may, in its sole and absolute discretion and without any liability, refrain from contacting the Responders or advise the Responders of the receipt of the oral advice to disregard the Listed Code.

6. **CONSENT TO INTERCEPT, RECORD, DISCLOSE, AND USE CONTENTS OF COMMUNICATIONS:** GALLAHER may intercept, record, retrieve, review, copy, disclose or use conversations and other communications between our personnel and you, your family, guests, agents, servants, representatives and employees parties (collectively, "Any Person"), or responders, or other third party. You authorize and consent to such recording and monitoring for yourself and as the authorized agent of Any Person, and all Responders and other third parties on the Contact List. GALLAHER personnel may remain on the telephone line if they conference in a third party to assist in completing a service request. You agree that GALLAHER personnel may share your personal information with Responders. You agree that GALLAHER is not required to release any recorded conversations or communications or physical records that are created by or on behalf of GALLAHER unless required by law.
7. **RIGHT TO SUBCONTRACT SERVICES:** SUBSCRIBER agrees that GALLAHER is authorized and permitted to subcontract any services to be provided by GALLAHER to third parties who may be independent of GALLAHER. SUBSCRIBER acknowledges, that this agreement, and particularly those paragraphs relating to GALLAHER's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third-party indemnification, inure to the benefit of and are applicable to



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increase the annual service charge provided herein at any time after the expiration of one (1) year from the date such system is operative under this Agreement upon giving the SUBSCRIBER written notice sixty (60) days in advance of the effective date of such increase, and if the SUBSCRIBER is unwilling to pay any such increased charge, the SUBSCRIBER may cancel the then unexpired term of this Agreement by notifying GALLAHER in writing thirty (30) days prior to the otherwise effective day of any such increase. All charges set forth herein are based on existing Federal, State, Local taxes and utility charges. GALLAHER shall have the right, at any time, to increase the service charges provided herein, to reflect any additional taxes, fees or charges which may hereafter be imposed by a utility or government agency related to the installation, maintenance, or service provided under the terms of this Agreement and SUBSCRIBER agrees to pay the same.

9. AUTOMATIC RENEWAL OF MONITORING SERVICE:

In the absence of thirty (30) days written notice of cancellation, due to life safety issues, the monitoring contract will automatically renew each year after the expiration of terms on the contract date. You will be billed the month prior to that renewal.

10. CANCELLATION OF CONTRACT: The SUBSCRIBER

understands that written notification is required to cancel the monitoring service even after the initial contract period. Unless you notify GALLAHER in writing of your desired cancellation thirty (30) days prior to termination date, the contract automatically renews each year, and you will be responsible for the pro-rated monthly amount including the thirty (30) day notice. Upon cancellation, any and all monies owed under this agreement shall be due and payable, including services performed but not yet completed for any reason. Accordingly, you agree that if you terminate this contract during any renewal year, there will be no refund for unused service due to set-up costs incurred by GALLAHER. If you change monitoring companies and require a disconnect from GALLAHER, there will be a One Hundred Twenty-Five (\$125.00) dollar service fee.

11. REFUNDS: Upon written cancellation of alarm monitoring service from SUBSCRIBER, GALLAHER will attempt to remove the account and telephone numbers from SUBSCRIBER'S alarm equipment and retrieve GALLAHER-owned equipment, including but not limited to any radio transmitter used as a communication pathway. SUBSCRIBER agrees to assist in that effort and make the alarm equipment available to GALLAHER during normal business hours. The amount of work required to recover GALLAHER proprietary alarm data will be billed at our prevailing labor rates, charged against SUBSCRIBER'S balance and may reduce or eliminate any refund SUBSCRIBER is due and may require additional billing of SUBSCRIBER. Failure by GALLAHER to recover its data may result in the continued alarm monitoring of SUBSCRIBER'S alarm system. SUBSCRIBER AGREES THAT MONITORING AND BILLING WILL CONTINUE UNTIL ALL OF GALLAHER PROPRIETARY DATA AND

upon a ten (10) day written notice to SUBSCRIBER without assuming any liability associated with the absence of monitoring services. The SUBSCRIBER understands that GALLAHER has the right to discontinue services due to non-payment without assuming any liability associated with the absence of monitoring services. In the case that termination due to non-payment occurs, the full outstanding amount must be paid plus a Two Hundred and Fifty (\$250.00) dollar reconnect fee in order for service to be restored. This agreement may be cancelled without previous notice, at the option of GALLAHER, in the event GALLAHER Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of GALLAHER, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed. In such event every effort will be made by GALLAHER to notify SUBSCRIBER as quickly as is feasible.

13. CONFLICT OF TERMS: Should there arise a conflict of terms or conditions between this agreement and a purchase order it is agreed that this contract shall be supreme and binding.

14. PAST DUE STATUS: Should SUBSCRIBER'S account become 'PAST DUE' for any reason, GALLAHER may, at its option and without notice to client, disconnect SUBSCRIBER from monitoring and proceed with collection efforts. In such circumstances, SUBSCRIBER agrees to pay any and all collection and/or legal fees or penalties obtained in the efforts to receive the outstanding balance of SUBSCRIBER'S account. SUBSCRIBER acknowledges that any account disconnected due to non-payment is subject to a \$250.00 administrative processing fee that will be added to SUBSCRIBER'S outstanding balance.

15. INSURANCE: SUBSCRIBER understands and agrees that neither GALLAHER nor its directors, officers, shareholders, partners, or employees (collectively, "representatives") is an insurer, that SUBSCRIBER currently has and shall always maintain insurance covering SUBSCRIBER, SUBSCRIBER'S family, SUBSCRIBER'S employees and others who may be on SUBSCRIBER'S premises for medical, disability, life, and property damage; that recovery for all such loss, damage, cost, and expense shall be limited to any such insurance coverage only; and that GALLAHER and representatives are released from all liability due to active or passive sole, joint, or several negligence of any kind or degree, the improper operation or nonoperation of the system, breach of contract, express or implied, breach of warranty, express or implied, or by loss or damage to or malfunction of facilities necessary to operate the system, transmit any signal or operate any monitoring facility. you further understand and agree that should there arise any



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16. **LIABILITY:** GALLAHER assumes NO LIABILITY OR RESPONSIBILITY whatsoever for the serviceability, operation, maintenance, or function of SUBSCRIBER'S alarm equipment. Additionally, GALLAHER cannot guarantee that SUBSCRIBER'S alarm equipment provides full or even partial security coverage or will provide the security protection SUBSCRIBER intended it to provide. GALLAHER reserves the right to terminate WITHOUT FAULT the alarm monitoring service to any SUBSCRIBER whose alarm equipment is: a) in poor working order; b) has not been repaired after SUBSCRIBER has been notified service is needed; c) responsible for excessive alarm signals - more than five (5) during a thirty (30) day period; d) used improperly by SUBSCRIBER or SUBSCRIBER'S designates. SUBSCRIBER understands and agrees that unnecessary service or false alarm calls are to be borne by SUBSCRIBER.
17. **LIMITED EFFECT OF WAIVER BY COMPANY.** Should Company waive breach of any provision of this agreement by the Client, that waiver will not operate or be construed as a waiver of further breach by the Client.
18. **SEVERABILITY.** If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect.
19. **EXCLUSION OF THIRD-PARTY BENEFICIARIES:** Customer further releases and discharges the Company for any injury, loss or damage arising out of the work performed by Company or its agents, employees or assigns or any third party's loss or injury from any cause. Customer agrees to indemnify and hold harmless the Company from any liability related to any injuries or damage sustained by Customer, Customer's family, friends, invitees, employees, agents or other representatives or assigns.
20. **EXCESSIVE SIGNALS:** If excessive false alarms (more than five (5) during a thirty (30) day period) are caused by ANY reason, including but not limited to user error or malicious behavior, carelessness, or unintended use of the alarm system, GALLAHER may, at its sole discretion, deem the same to be a material breach of contract on the part of the SUBSCRIBER and may, at its sole discretion, be excused from further performance. SUBSCRIBER bears the full burden of responsibility for any and all costs or fees related to excessive signals that are incurred from SUBSCRIBER'S systems.
18. **WARRANTY OR MERCHANTABILITY:** GALLAHER makes no expressed or implied warranties as to any matter whatsoever, including, but without limitation, the condition of the equipment, its merchantability or its fitness for any particular use.
19. **COMMUNICATION LINK DISCLAIMER:** SUBSCRIBER acknowledges that SUBSCRIBER'S alarm equipment communicates with GALLAHER central monitoring provider via telephone lines, DSL lines, Internet service, cellular service, radio transmission, or by any communication path unknown now but utilized in the future and that the serviceability of any communication path is BEYOND THE CONTROL OF GALLAHER. SUBSCRIBER agrees to hold GALLAHER harmless for any and all loss as a result of any and all forms of communication failure.
22. **POLICE DEPARTMENT/LOCAL STATE REGULATIONS: SUBSCRIBER'S SOLE RESPONSIBILITY** SUBSCRIBER'S local police department requires a permit. SUBSCRIBER agrees to pay for, get and immediately forward a copy of permit to GALLAHER at its address of record. SUBSCRIBER understands and accepts that GALLAHER is NOT RESPONSIBLE for maintenance of SUBSCRIBER'S police permit, paying local fees associated with police permits or permits of ANY kind. SUBSCRIBER assumes ALL responsibility and liability for the maintenance and compliance with local, state and federal regulations as currently apply to security services and SUBSCRIBER agrees to diligently follow and pay for all local, state and federal ordinances as they apply to SUBSCRIBER'S relationship with GALLAHER the life of their mutual business relationship. Additionally, SUBSCRIBER understands and accepts that GALLAHER is not responsible for false alarm charges, whether levied by government or private sector responders, will not pay said false alarm charges and that alarm response or lack of response may be due wholly in part to having SUBSCRIBER'S alarm account, if applicable, current with all applicable responding parties.
23. **COMPANY IS NOT AN INSURER: LIQUIDATED DAMAGES: LIMITATION OF LIABILITY:** It is understood that GALLAHER is not an insurer; that insurance, if any, shall be obtained by the SUBSCRIBER; that the payments provided hereunder are based solely on the value of the services set forth herein and are unrelated to the value of the SUBSCRIBER'S property or property of others located on SUBSCRIBER'S premises; GALLAHER makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or consequences from which the system or service is designed to detect or avert. SUBSCRIBER acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which proximately result from a failure to perform any of the obligations herein, or the failure of the system to properly operate with resulting loss to SUBSCRIBER because of but not limited to:
- The uncertain amount or value of SUBSCRIBER'S property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;
 - The uncertainty of the response time of any police department or alarm response company dispatched as a result of a signal from or at the premises;
 - The inability to ascertain what portion, if any, of any loss would be proximately caused by GALLAHER or its AGENTS, failure to perform or by a failure in its equipment to operate. The nature of the service to be performed by GALLAHER and its AGENTS.
24. **RELEASE OF INSURED LOSSES AND WAIVER OF SUBROGATION:** You hereby waive any rights, INCLUDING ANY RIGHTS OF SUBROGATION, your insurance company may have to be reimbursed by GALLAHER for money paid to you on your behalf. You hereby release GALLAHER for all losses, damages and expenses which are insured.
25. **FAILURE TO PERFORM:** GALLAHER assumes NO LIABILITY for failure to perform because of, but not limited to, labor trouble, riots, floods, power outages, communication



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persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of GALLAHER or its AGENTS, ASSIGNS, or EMPLOYEES.

27. **NON-SOLICITATION OF EMPLOYEES:** Parties shall not, directly or indirectly, solicit for employment, or advise or recommend to any other person that they solicit for employment, any employee of the other Party (or any subsidiary or affiliate), during the Term and for a term of 12 months (1 year) thereafter.

28. **OWNERSHIP:** GALLAHER yard signs, window decals, equipment stickers and anything with the GALLAHER identifier shall remain the property of GALLAHER. SUBSCRIBER acknowledges that none of the above is for sale and that all are used only with permission by GALLAHER during the period of service of SUBSCRIBER'S alarm system by GALLAHER.

29. **MARKETING:** SUBSCRIBER agrees to allow GALLAHER to reference, use images and pictures, and list the SUBSCRIBER as a client in promotional efforts including but not limited to marketing materials and company website.

30. **NOTE:** If any terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

31. **ASSIGNMENT:** This agreement is not assignable by SUBSCRIBER without written consent of GALLAHER. GALLAHER shall have the right to assign this agreement or subcontract any of the services it may perform. There are NO VERBAL understandings changing or modifying this Agreement.

32. **ORAL MODIFICATIONS NOT BINDING:** This instrument is the entire agreement of the Company and the client. Oral changes have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

33. **ASSUMPTION OF AGREEMENT BY COMPANY'S SUCCESSORS AND ASSIGNEES.** The Company's rights and obligations under this agreement will inure to the benefit and be binding upon the Company's successors and assignees.

34. **APPLICABLE LAW:** It is expressly agreed that this Contract shall be governed by the laws of the State of Tennessee.

35. **TYPE AND PLACE OF SUIT:** SUBSCRIBER and GALLAHER each unconditionally and irrevocably agree that all claims, actions or proceedings arising out of or from, in connection with, as a result of related to, or as a consequence of this agreement or the services (a "suit") shall be limited to breach of this agreement only (all other types of claims being hereby waived and GALLAHER and representatives being hereby released) brought exclusively in the state courts located in the county of Blount, TN and SUBSCRIBER and GALLAHER each unconditionally and irrevocably consent to the exclusive jurisdiction of these courts.

36. **Regarding recovery of attorney fees:** Should legal action become necessary to enforce any provision of this agreement the losing party agrees to reimburse the prevailing party for all necessary legal expenses, including but not limited to court costs and attorney fees, in said legal action.

37. **SERVICE OF PROCESS:** SUBSCRIBER and GALLAHER each authorize and consent to service of process by U.S. mail certified, return receipt requested, or national overnight courier service (with confirmation of receipt) at SUBSCRIBER'S address set forth in this document and at GALLAHER's home office address, 3351 Regal Drive, Alcoa, TN, 37701.

38. **WAIVER OF TRIAL BY JURY:** SUBSCRIBER AND GALLAHER EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUIT BROUGHT BY EITHER PARTY.

39. **INDEMNIFICATION:** In the event any person or entity, not party to this Contract, shall make any claim or file any lawsuit against GALLAHER for any reason whatsoever, including but not limited to the installation, maintenance, operation or non-operation of the alarm system, SUBSCRIBER agrees to indemnify, defend, and hold GALLAHER harmless from any and all claims and lawsuits, including the payment of all damage expenses, costs, and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, or strict or product liability, on the part of GALLAHER, its agents, servants or employees.

36. **CONTRACTUAL LIMITATION OF ACTIONS:** all suits against GALLAHER or representatives must be commenced in court within one (1) year after the cause of action has accrued with no judicial extension of time allowed, or said suit is barred. Strict compliance to the time period within this paragraph shall be met.

Acceptance

SUBSCRIBER has read, understands and accepts the terms of this Agreement and is signing up for Monitoring Service:

SUBSCRIBER Signature: _____

Date: _____

Print Name: _____

Title: _____

(For use by GALLAHER only below this point)



Gallaher

Integrated Technology Systems Made Simple.

Customer Information Form

Dealer Name: Gallaher & Associates

Date: 8/15/23

ACCOUNT INFORMATION:

Subscriber Name: Franklin County High School

Subscriber Acct #:

Address: 833 Bypass Road

Suite/Building:

City: Winchester

State: TN

Zip: 37398

Email: rocky.peacock@fcstn.net

Time Zone: CST EST

Acct Type: Residential Burg Commercial Burg Non-UL Commercial Fire UL Commercial Fire Elevator

Other:

Verification #1 (called before dispatch)

Name:

Number:

Verification #2 (called before dispatch)

Name:

Number:

Cross Street/Directions:

Primary Verbal Password:

Verbal Duress:

Control Panel Brand/Model:

Communicator: (Cell/IP Type & Cell Serial #):

Test Timer Frequency: Daily Weekly (no charge) Monthly (no charge) None

Open/Close Reports?: Yes No If Yes, Email:

Supervised Openings/Closings?: Yes No

CUSTOMER CONTACT INFORMATION:

Name	Panel User #	Primary Phone	Phone Type	Secondary Phone	Phone Type	User Verbal Password
			<input type="checkbox"/> Cell <input type="checkbox"/> Work <input type="checkbox"/> Home		<input type="checkbox"/> Cell <input type="checkbox"/> Work <input type="checkbox"/> Home	
			<input type="checkbox"/> Cell <input type="checkbox"/> Work <input type="checkbox"/> Home		<input type="checkbox"/> Cell <input type="checkbox"/> Work <input type="checkbox"/> Home	
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			<input type="checkbox"/> Cell <input type="checkbox"/> Work <input type="checkbox"/> Home		<input type="checkbox"/> Cell <input type="checkbox"/> Work <input type="checkbox"/> Home	

AUTHORITIES INFORMATION:

City or County of Jurisdiction: **Franklin County**

SPECIAL INSTRUCTIONS:

RESOLUTION # 109-1023

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH
STRUCTURAL DESIGN GROUP FOR RESTORATION OF THE FRANKLIN
COUNTY OLD JAIL MUSEUM

WHEREAS, Structural Design Group has proposed that a contract be entered into between Structural Design Group and Franklin County, Tennessee for structural services for restoration and repairs to the existing Franklin County Old Jail Museum. A copy of said contract being attached hereto as Exhibit "A"; and

WHEREAS, that the contract amount is a lump sum fee of Twelve Thousand Five Hundred and no/ 100's Dollars (\$12,500.00); and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Franklin County, Tennessee, meeting in its regular session on this 16th day of October, 2023, that the Franklin County Mayor Chris Guess is hereby authorized to execute on behalf of Franklin County, Tennessee a contract with the Structural Design Group, a copy of which is attached hereto as Exhibit "A" and made a part hereof; and, it is

FURTHER RESOLVED, that Franklin County, Tennessee is hereby authorized to make direct payment to Structural Design Group the sum of Twelve Thousand Five Hundred and no/ 100's Dollars (\$12,500.00) as provided in the contract.

BE IT RESOLVED that this Resolution shall take effect immediately upon its passage.

ADOPTED this 16th day of October, 2023

Approved:

Chris Guess, Honorable County Mayor
& Chairman to the Commission

ATTEST:

Tina Clark, Franklin County Clerk

RESOLUTION SPONSORED BY: Schultz & Eldridge

MOTION TO ADOPT: _____ SECOND BY: _____

Vote: Ayes Nays Pass Declaration:

SHORT FORM AGREEMENT
FOR
STRUCTURAL ENGINEERING SERVICES
by:
STRUCTURAL DESIGN GROUP

DATE: April 20, 2023

CLIENT'S NAME: Franklin County c/o Gary Clardy – Clardy Construction Advisors

PROJECT NAME/LOCATION: Franklin County Old Jail Museum Restoration
Winchester, Tennessee

DESCRIPTION OF PROJECT: Structural services for restoration/repairs to the existing Franklin County Old Jail Museum in Winchester, Tennessee. Scope of services will include:

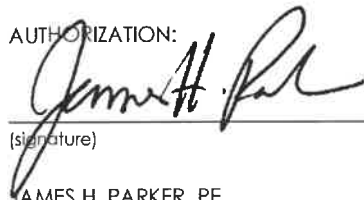
- Document restoration/repair areas
- Develop repair bid documents, including tuck pointing, caulk joints, brick coating, concrete crack repair, etc.
- Review roof (County to provide drone pictures of roof) for repair recommendations.
- Assist in review of construction bid proposals.
- Conduct site visit after areas of brick removed to review substrate; provide substrate repair recommendations.
- Conduct final visit at completion of construction.

COMPENSATION FOR SERVICES: A lump sum fee of twelve thousand, five hundred dollars (\$12,500).

THE TERMS AND CONDITIONS ON THE PROCEEDING PAGE ARE AN INTEGRAL PART OF THIS AGREEMENT.

If this proposal is satisfactory, please sign and date the proposal and return a copy for our files.

AUTHORIZATION:



(signature)

4/20/2023
(date)

JAMES H. PARKER, PE
PRINCIPAL/VICE PRESIDENT

(signature)

(date)

(print name/title)

STRUCTURAL DESIGN GROUP

FRANKLIN COUNTY C/O GARY CLARDY –
CLARDY CONSTRUCTION ADVISOR

TERMS AND CONDITIONS

ACCESS TO THE SITE/JOBSITE SAFETY:

Unless otherwise stated, Structural Design Group (SDG) will have access to the site for activities necessary for the performance of the services. The Client understands that SDG is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or jobsite safety, and will not be responsible for any losses or injuries that occur at the Project site.

RISK ALLOCATION:

In recognition of the relative risks, rewards, and benefits of the project to both the Client and SDG, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the total liability of SDG to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from cause or causes, shall not exceed \$50,000.

TERMINATION OF SERVICES:

This agreement may be terminated by the Client or SDG upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. In the event of termination not the fault of SDG, the Client shall compensate SDG for services performed prior to termination including Reimbursable Expenses.

REIMBURSABLE EXPENSES:

Reimbursable Expenses are in addition to compensation for Basic Services, and include, but are not limited to, expense of transportation in connection with the project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the project; expenses of reproduction of drawings, specifications, and other documents; and expenses for postage and handling of drawings. These reimbursable expenses shall be billed as a multiple of 1.0 times the cost incurred by SDG.

DISPUTE RESOLUTION:

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

OWNERSHIP OF DOCUMENTS:

All documents produced by SDG under this agreement shall remain the property of SDG and may not be used by the Client or any person or endeavor without written consent of SDG.

APPLICABLE LAW:

Unless otherwise provided, this agreement shall be governed by the law of the principal place of business of SDG.

BILLINGS AND PAYMENTS:

Invoices for services shall be submitted upon completion of such services or on a monthly basis, unless otherwise stated on page one. Invoices are due when rendered and shall be considered past due if not paid within thirty (30) days after issue date. If the invoice is not paid within thirty (30) days, SDG may, without waiving claim or right against Client, and without liability whatsoever to the Client, terminate the performance of services. Retainers or initial payments shall be credited on final invoice.

LATE PAYMENTS:

Unpaid accounts may be subject to an annual service charge of 12% of the then unpaid balance at the sole discretion of SDG. In the event the account or any portion thereof remains unpaid sixty (60) days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

RESOLUTION # 10g-1023

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,250,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF FRANKLIN COUNTY, TENNESSEE

BE IT RESOLVED by the Board of County Commissioners (the "Board") of Franklin County, Tennessee (the "County") that for the purpose of financing, in whole or in part, the (i) energy efficiency improvements to County buildings and facilities, (ii) acquisition of all property, real or personal, appurtenant to the foregoing; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (iv) reimbursement to the County for funds previously expended for any of the foregoing, and (v) payment of the costs related to the issuance and sale of such bonds, there shall be issued bonds, in one or more series, of said County in the aggregate principal amount of not to exceed \$4,250,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted under Tennessee law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

BE IT FURTHER RESOLVED by the Board that the County Clerk of the County be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$4,250,000 general obligation public improvement bonds to be published in full in a newspaper having a general circulation in the County, for one issue of said paper followed by the statutory notice, to-wit:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the County shall have been filed with the County Clerk of the County protesting the issuance of the bonds, such bonds will be issued as proposed.

Tina Sanders, County Clerk

Duly passed and approved this October 16, 2023.

Chris Guess, Honorable County Mayor & Chairman to the Commission

Attested:

Tina Sanders, County Clerk

RESOLUTION SPONSORED BY: Eldridge & Wiseman

MOTION TO ADOPT: _____ SECOND BY: _____

Vote: _____ Ayes _____ Nays _____ Pass _____ Declaration: _____

STATE OF TENNESSEE)

COUNTY OF FRANKLIN)

I, Tina Sanders, certify that I am the duly qualified and acting County Clerk of Franklin County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on October 16, 2023; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$4,250,000 General Obligation Public Improvement Bonds of said County.

WITNESS my official signature and seal of said County on this the 16th day of October 2023.

Tina Sanders, County Clerk

(SEAL)

RESOLUTION # 10h-1023

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF FRANKLIN COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,250,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes Franklin County, Tennessee (the "County"), by resolution of the Board of County Commissioners, to issue and sell bonds to finance public works projects; and

WHEREAS, the Board of County Commissioners of the County hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of financing, in whole or in part, the (i) energy efficiency improvements to County buildings and facilities; (ii) acquisition of property real and personal appurtenant to the foregoing; (iii) payment of engineering, legal, fiscal and administrative costs incident to the foregoing, (iv) reimbursement to the County for funds previously expended for any of the foregoing, and (v) payment of costs incident to the issuance and sale of such bonds authorized herein; and

WHEREAS, the Board of County Commissioners of the County did adopt on the date hereof an initial resolution (the "Initial Resolution") authorizing the issuance of not to exceed \$4,250,000 for the purposes described above; and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$4,250,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Franklin County, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the not to exceed \$4,250,000 General Obligation Public Improvement Bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof.

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such

Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds.

(c) “Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) “County Mayor” shall mean the County Mayor of the County.

(e) “Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(f) “DTC” means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(g) “DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(h) “Financial Advisor” for the Bonds authorized herein means Stephens Inc., Nashville, Tennessee.

(i) “Governing Body” means the Board of County Commissioners.

(j) “Projects” means (i) energy efficiency improvements to County buildings and facilities; (ii) acquisition of property real and personal appurtenant to the foregoing; and (iii) payment of engineering, legal, fiscal and administrative costs incident to the foregoing.

(k) “Registration Agent” means the registration and paying agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County’s Debt Management Policy.

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body by the Municipal Advisor and are attached hereto as Exhibit A.

(c) Attached hereto as Exhibit B is an engagement letter (the “Engagement Letter”) by Bass, Berry & Sims PLC, as Bond Counsel (“Bond Counsel”), for its services in connection with the issuance of the Bonds. The Engagement Letter details the attorney-client relationship to be entered into and the services to be provided by Bond Counsel in connection with the Bonds. The Governing Body hereby approves and authorizes the County Mayor to execute the Engagement Letter.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, the cost of the Projects and costs incident thereto; reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$4,250,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Public Improvement Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted hereunder) semi-annually on May 1 and November 1 in each year, commencing May 1, 2024. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on May 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2024 through 2044, inclusive in a manner resulting in approximately level annual debt service over the term of the Bonds; provided, however, such amortization may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the County on May 1, 2033 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected as follows:

If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of any call for redemption shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) The Governing Body hereby authorizes and directs the County Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed or the Registration Agent for the Bonds to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(e) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest

and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(h) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the signature of the County Mayor and the attestation of the County Clerk.

(i) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS

RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(j) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, teletype or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of

the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(1) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF FRANKLIN
GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2023

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Franklin County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on May 1, 2024, and semi-annually thereafter on the first day of May and November in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, _____, _____, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest

payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the County on May 1, 2033 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.]

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the

principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
-----------------------	------------------------	-----------------------------------------------

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the [Depository or the] affected Bondholders that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

FRANKLIN COUNTY, TENNESSEE

By: _____
Chris Guess, Honorable County Mayor &
Chairman to the Commission

(SEAL)

ATTESTED:

Sponsored by: Eldridge & Wiseman Motion; _____ Tina Sanders, County Clerk
Second: _____

Votes: Ayes: _____ Nays: _____ Pass: _____ Declaration: _____

Transferable and payable at the
principal corporate trust office of: _____
_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of Franklin County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Financial Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the County Mayor, in consultation with the Financial Advisor.

(b) If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c) The County Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Public Improvement Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than May 1, 2024, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series shall not exceed the final maturity described in Section 4 hereof.

(5) adjust or remove the County's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

(7) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the County Mayor shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The County Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(f) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the County in that regard are hereby ratified and approved.

(g) No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the County and the passage of twenty (20) days from the date of publication thereof, and in no event shall the Bonds be issued if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the 2023 County Construction Fund (the "Project Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The funds in the County Project Fund shall be disbursed solely to pay the costs of the Projects (or reimburse the County for the prior payment thereof), including necessary legal, accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, bond insurance premiums (if any) and other necessary miscellaneous expenses incurred in connection with the Projects, and the costs of issuance and sale of such Bonds. Moneys in the Project Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law. Earnings from such investments shall be, to the extent permitted by applicable law, at the discretion of the County Mayor (i) retained in the Project Fund to the extent needed for the Projects; or (iii) transferred to the County's debt service fund to the extent needed to fund the payment of interest on the Bonds through the completion of the Projects. To the extent permitted by applicable law, after completion of the Projects, any funds remaining in the Project Fund, including earnings from such investments, may be applied to other County capital projects which have been properly authorized by an initial resolution which has been published without protest, or may be deposited to the County's debt service fund. The disposition of the proceeds of the Bonds, including any investment earnings thereon, shall be consistent with the terms of the federal tax certificate and agreement described in Section 12.

(a) Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds.

(b) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the obligations authorized by this resolution including bond proceeds, accrued interest, reoffering premium and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

Section 10. Official Statement. The officers of the County, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the County, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the County, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The officers of the County, or any of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution

of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall direct obligations of, or obligations, the principal of and interest

on which are guaranteed by the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 12. Federal Tax Matters Related to the Bonds.

(a) The Bonds will be issued as federally tax-exempt bonds. The County hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an “arbitrage bond”. To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The Governing Body hereby delegates to the Mayor the authority to designate, and determine whether to designate, the Bonds as “qualified tax-exempt obligations,” as defined in Section 265 of the Code, to the extent the Bonds are not deemed designated as such and may be designated as such.

(d) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver a federal tax certificate and agreement, and all such other certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds.

Section 13. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 14. Reasonably Expected Economic Life. The “reasonably expected economic life” of the Project within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds authorized herein.

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Duly adopted and approved on October 16, 2023.

Chris Guess, Honorable County Mayor &
Chairman to the Commission

Attested:

Tina Sanders, County Clerk

STATE OF TENNESSEE)

COUNTY OF FRANKLIN)

I, Tina Sanders, County Clerk, certify that I am the duly qualified and acting County Clerk of Franklin County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the County held on October 16, 2023; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's General Obligation Public Improvement Bonds.

WITNESS my official signature and seal of said County as of this __ day of _____, 2023.

Tina Sanders, County Clerk

(SEAL)

EXHIBIT A

Estimated Debt Service and Issuance Costs

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2023	-	-	-	-	-
05/01/2024	215,000.00	3.350%	78,196.25	293,196.25	-
06/30/2024	-	-	-	-	293,196.25
11/01/2024	-	-	74,595.00	74,595.00	-
05/01/2025	145,000.00	3.300%	74,595.00	219,595.00	-
06/30/2025	-	-	-	-	294,190.00
11/01/2025	-	-	72,202.50	72,202.50	-
05/01/2026	150,000.00	3.200%	72,202.50	222,202.50	-
06/30/2026	-	-	-	-	294,405.00
11/01/2026	-	-	69,802.50	69,802.50	-
05/01/2027	155,000.00	3.100%	69,802.50	224,802.50	-
06/30/2027	-	-	-	-	294,605.00
11/01/2027	-	-	67,400.00	67,400.00	-
05/01/2028	160,000.00	3.100%	67,400.00	227,400.00	-
06/30/2028	-	-	-	-	294,800.00
11/01/2028	-	-	64,920.00	64,920.00	-
05/01/2029	165,000.00	3.100%	64,920.00	229,920.00	-
06/30/2029	-	-	-	-	294,840.00
11/01/2029	-	-	62,362.50	62,362.50	-
05/01/2030	170,000.00	3.100%	62,362.50	232,362.50	-
06/30/2030	-	-	-	-	294,725.00
11/01/2030	-	-	59,727.50	59,727.50	-
05/01/2031	175,000.00	3.150%	59,727.50	234,727.50	-
06/30/2031	-	-	-	-	294,455.00
11/01/2031	-	-	56,971.25	56,971.25	-
05/01/2032	180,000.00	3.200%	56,971.25	236,971.25	-
06/30/2032	-	-	-	-	293,942.50
11/01/2032	-	-	54,091.25	54,091.25	-
05/01/2033	185,000.00	3.200%	54,091.25	239,091.25	-
06/30/2033	-	-	-	-	293,182.50
11/01/2033	-	-	51,131.25	51,131.25	-
05/01/2034	190,000.00	3.250%	51,131.25	241,131.25	-
06/30/2034	-	-	-	-	292,262.50
11/01/2034	-	-	48,043.75	48,043.75	-
05/01/2035	195,000.00	3.400%	48,043.75	243,043.75	-
06/30/2035	-	-	-	-	291,087.50
11/01/2035	-	-	44,728.75	44,728.75	-
05/01/2036	205,000.00	3.550%	44,728.75	249,728.75	-
06/30/2036	-	-	-	-	294,457.50
11/01/2036	-	-	41,090.00	41,090.00	-
05/01/2037	210,000.00	3.650%	41,090.00	251,090.00	-
06/30/2037	-	-	-	-	292,180.00
11/01/2037	-	-	37,257.50	37,257.50	-
05/01/2038	220,000.00	4.250%	37,257.50	257,257.50	-
06/30/2038	-	-	-	-	294,515.00
11/01/2038	-	-	32,582.50	32,582.50	-
05/01/2039	230,000.00	4.250%	32,582.50	262,582.50	-
06/30/2039	-	-	-	-	295,165.00
11/01/2039	-	-	27,695.00	27,695.00	-
05/01/2040	240,000.00	4.250%	27,695.00	267,695.00	-
06/30/2040	-	-	-	-	295,390.00
11/01/2040	-	-	22,595.00	22,595.00	-
05/01/2041	250,000.00	4.250%	22,595.00	272,595.00	-

06/30/2041	-	-	-	-	295,190.00
11/01/2041	-	-	17,282.50	17,282.50	-
05/01/2042	260,000.00	4.250%	17,282.50	277,282.50	-
06/30/2042	-	-	-	-	294,565.00
11/01/2042	-	-	11,757.50	11,757.50	-
05/01/2043	270,000.00	4.250%	11,757.50	281,757.50	-
06/30/2043	-	-	-	-	293,515.00
11/01/2043	-	-	6,020.00	6,020.00	-
05/01/2044	280,000.00	4.300%	6,020.00	286,020.00	-
06/30/2044	-	-	-	-	292,040.00
Total	\$4,250,000.00	-	\$1,922,708.75	\$6,172,708.75	-

COSTS OF ISSUANCE DETAIL*

Financial Advisor.....	\$42,500.00
Bond Counsel.....	\$15,000.00
Rating Agency Fee.....	\$14,500.00
Registration/Paying Agent.....	\$1,000.00
I-Preo Electronic Bidding.....	\$983.25
TOTAL.....	\$73,983.25

*The underwriting expense will be determined by competitive bid. The maximum discount allowed in the Resolution is 1.0%; however, the estimated amount that is expected to be bid is 0.5%. The actual underwriting expense is expected to be less than the maximum allowed.

EXHIBIT B

Engagement Letter

[Letterhead of Bass, Berry & Sims PLC]

_____, 2023

Franklin County, Tennessee
Winchester, Tennessee
Attention: Chris Guess, County Mayor

**Re: Issuance of Not to Exceed \$4,250,000 in Aggregate Principal Amount of
General Obligation Public Improvement Bonds, Series 2023**

Dear County Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Franklin County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced Bonds (the "Bonds"). We understand that the Bonds are being issued for the purposes of providing funds necessary to finance certain capital improvements within the Issuer and pay the costs incident to the sale and issuance of the Bonds. We further understand that the Bonds will be sold at competitive sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
- (3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
- (4) Review legal issues relating to the structure of the Bonds; and
- (5) Prepare those sections of the official statement (if applicable) to be disseminated in connection with the sale of the Bonds involving the description of (i) federal law pertinent to the validity of the Bonds and the tax law treatment thereon, (ii) the terms of the Bonds and (iii) our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Bonds and will be delivered by us on the date the Bonds are exchanged for its purchase price (the “Closing”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a.
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds other than as described in (5) above, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - i) Do not contain any untrue statement of a material fact or
 - ii) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings) except as set forth above.
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- h. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Bonds).

- i. Opining on a continuing disclosure undertaking pertaining to the Bonds or any other outstanding obligations of the County or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. In our representation of the Issuer, we will not act as a "municipal advisor," as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$15,000. The fee quoted above will include all out-of-pocket expenses advanced for your benefit. It is our understanding that the Bonds may be issued together with the remaining authorization of previously authorized bonds for the Project and, if so, this fee may be adjusted to reflect the issuance of a single series of bonds.

If, for any reason, the financing represented by the Bonds as described in the paragraph above is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will the amount we are paid exceed the amount set forth above.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this engagement letter must be in writing, executed by us and contain the signature of the Issuer. The validity, construction and effect of this engagement letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

CONCLUSION

If the foregoing terms are not acceptable to you, please so indicate in writing by an authorized officer of the Issuer. Otherwise, we look forward to working with you.

FRANKLIN COUNTY, TENNESSEE

CHRIS GUESS, COUNTY MAYOR

855 DINAH SHORE BLVD., SUITE 3
WINCHESTER, TN 37398

OFFICE: (931) 967-2905

FAX: (931) 962-0194

fcmayor@franklincotn.us



Appointments/Reappointments

October 16, 2023

Board of Zoning Appeals

Appoint – Eddie Clark 4-year term

Employee Handbook Advisory Committee

Appoint – Heather Morgan (Human Resource Director)

Judicial Commissioners (Reappoint the Following)

Full Time – Linda McCallie

Full Time – Judy Stewart

Full Time – Troy Clark

Full Time – Jason Curtis

Part Time – Brian Brewer

Part Time – Benji Smith

Part Time – Ed Brock

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC
 AS A CLERK OF THE COUNTY OF FRANKLIN, TENNESSEE I HEREBY CERTIFY TO
 THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF
 NOTARY PUBLIC DURING THE OCTOBER 16, 2023 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. MISTY BOLDEN	419 COTTON ST WINCHESTER TN 37398	931-315-0541	419 COTTON ST WINCHESTER TN 37398		
2. CRYSTAL R. JUDGE	2528 BLUE SPRINGS ROAD DECHERD TN 37324	931-967-7237	1418 DINAH SHORE BLVD WINCHESTER TN 37398	931-967-3342	
3. CHAD LASSITER	4250 LYNCHBURG RD WINCHESTER TN 37398	423-312-2168	17 SOUTH COLLEGE ST WINCHESTER TN 37398	931 967 1715	
4. KATHY MASON	2594 LYNCHBURG RD WINCHESTER TN 37398	931 807 7084	120 N JEFFERSON STREET WINCHESTER TN 37398	931 967 3898	
5. MELISSA K. STEWART	362 OWL HOLLOW ROAD BELVIDERE TN 37306	931-580-4037	2619 DECHERD BLVD WINCHESTER TN 37398	931-967-1466	
6. TIANA TOMES	128 HAM ST TULLAHOOMA TN 37382732	931-800-8313			

 SIGNATURE

CLERK OF THE COUNTY OF FRANKLIN, TENNESSEE

 DATE