

**REGULAR SESSION**  
**October 16, 2017**

- 1) **BE IT REMEMBERED** that the Board of Franklin County Commissioners met in Regular Session at the Franklin County Courthouse in Winchester, Tennessee, on October 16, 2017. Chairman Eddie Clark presided and called the meeting to order at 7:00 pm. Sheriff Tim Fuller led everyone in pledging allegiance to the flag. Commissioner Angie Fuller gave the invocation. Deputy Clerk Mary Sons recorded the minutes.

**ROLL CALL:**

David Eldridge

Angie Fuller  
Don Cofer  
Sam Hiles  
Iris Rudder  
Gene Snead  
Lisa Mason  
Carolyn Wiseman  
Dale Schultz  
Dave Van Buskirk  
Eddie Clark  
Chuck Stines  
Johnny Hughes  
Helen Stapleton  
Barbara Finney  
Doug Goodman

**PRESENT (15)**

**ABSENT (1)**

**A QUORUM WAS DECLARED**

2) **PUBLIC HEARING:**

- a) Amendment that revises the provisions within Article X – Agricultural Districts, Section 3.1; regarding Uses Permitted.
- b) Amendment that revises the provisions within Article X – Agricultural Districts, Section 3.4; regarding Minimum Yards.

**MOTION BY VAN BUSKIRK TO APPROVE BOTH  
AMENDMENTS, SECOND SCHULTZ, ALL AYES; APPROVED BY  
ROLL CALL VOTE 15/0.**

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**PUBLIC HEARING CLOSED**

3) **APPROVAL OF MINUTES**

Regular Session – September 18, 2017

Book 33, Pages 111-252

**MOTION BY RUDDER TO APPROVE THE MINUTES AS  
RECORDED, SECOND FULLER, ALL AYES; APPROVED BY VOICE  
VOTE 15/0.**

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**4) REPORT OF THE FINANCE DIRECTOR**

- a) Report of Revenues and Expenditures (August 2017)

**MOTION BY FINNEY TO RECEIVE AND FILE THE REPORT OF THE FINANCE DIRECTOR, SECOND HUGHES, ALL AYES; APPROVED BY VOICE VOTE 15/0.**

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**5) RECOMMENDATIONS/COMMUNICATIONS: NONE**

**6) COMMITTEE/DEPARTMENT REPORTS**

- a) Trustee's Interest Earned Analysis & Comparison (August 2017)
- b) Local Option Sales Tax Analysis & Comparison (August 2017)
- c) Legislative Committee Minutes (October 5, 2017)
- d) Finance Committee Minutes (October 3, 2017)
- e) Nominating Committee Minutes (September 27, 2017)
- f) Department Quarterly/Annual Reports
  - 1. Chancery Court Clerk
  - 2. Circuit Court Clerk
  - 3. County Clerk
  - 4. Planning & Zoning
  - 5. Recreation/Pavilion

**MOTION BY STINES TO RECEIVE AND FILE THE COMMITTEE/DEPARTMENT REPORTS, SECOND MASON, ALL AYES; APPROVED BY VOICE VOTE 15/0**

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**7) OLD BUSINESS: NONE**

**8) NEW BUSINESS/RESOLUTIONS**

- a) Resolution 8a-1017 Amending the Franklin County Board of Education General Purpose School Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2018

**MOTION BY FINNEY TO APPROVE RESOLUTION 8a-1017, SECOND VAN BUSKIRK, ALL AYES; APPROVED BY ROLL CALL VOTE 15/0.**

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- b) Resolution 8b-1017 Approving Contracted Services Agreement Between Franklin County, Tennessee and Simplex Grinnell

**MOTION BY GOODMAN TO APPROVE RESOLUTION 8b-1017, SECOND HUGHES, ALL AYES; APPROVED BY VOICE VOTE 15/0.**

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- c) Volunteer Wireless, LLC. d/b/a BLTV Franchise Agreement  
**MOTION BY FINNEY TO APPROVE AGREEMENT, SECOND FULLER, ALL AYES; APPROVED BY VOICE VOTE 15/0.**

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- d) Grant Pre-Application Notification Form, Farmers Market  
**MOTION BY STAPLETON TO APPROVE, SECOND STINES, ALL AYES; APPROVED BY VOICE VOTE 15/0.**

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- e) Handout presented by Finance Director Andrea Smith: Resolution 8e-1017 Authorizing a Multiple Year Lease Purchase and Maintenance Agreement for the Franklin County Board of Education (Konica Minolta)  
**MOTION BY FINNEY TO SUSPEND THE RULES AND ALLOW THE HANDOUT, SECOND GOODMAN, ALL AYES; APPROVED BY VOICE VOTE 15/0.**

**MOTION BY RUDDER TO APPROVE RESOLUTION 8e-1017, SECOND FINNEY, ALL AYES; APPROVED BY VOICE VOTE 15/0.**

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#### **9) ELECTIONS/APPOINTMENTS**

- a) Reappointment of Judicial Commissioners  
**MOTION BY STINES TO APPROVE, SECOND GOODMAN, ALL AYES; APPROVED BY VOICE VOTE 15/0.**

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- b) Reappointment to Recreation Committee  
**MOTION BY FULLER TO APPROVE, SECOND HILES, ALL AYES; APPROVED BY VOICE VOTE 15/0.**

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- c) Appointment of Safety Committee  
**MOTION BY SCHULTZ TO APPROVE, SECOND FINNEY, ALL AYES; APPROVED BY VOICE VOTE 15/0.**

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- d) Appointment of Ethics Committee  
Original submission to be amended by removing Stanley Bean and replacing with David Eldridge.  
**MOTION BY GOODMAN TO APPROVE WITH AMENDMENT, SECOND HILES, ALL AYES; APPROVED BY VOICE VOTE 15/0.**

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- e) Appointment to Emergency Service Board  
**MOTION BY HUGHES TO APPROVE, SECOND SNEAD, ALL  
AYES; APPROVED BY VOICE VOTE 15/0.**  
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- f) Appointment of Standing Committees  
**MOTION BY SCHULTZ TO APPROVE, SECOND STINES, ALL  
AYES; APPROVED BY VOICE VOTE 15/0.**  
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- g) Appointment to Agriculture Extension Service Board  
**MOTION BY FINNEY TO APPROVE, SECOND GOODMAN, ALL  
AYES; APPROVED BY VOICE VOTE 15/0.**  
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- h) Appointment to Health Education Facilities Board  
**MOTION BY STAPLETON TO APPROVE, SECOND HUGHES,  
ALL AYES; APPROVED BY VOICE VOTE 15/0.**  
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- i) Approval of (6) Applicants for Notary Public  
**MOTION BY FULLER TO APPROVE (6) NOTARIES, SECOND  
FINNEY, ALL AYES; APPROVED BY ROLL CALL VOTE 15/0.**  
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**DETAIL ATTACHMENTS TO  
COMMISSION MINUTES  
ON FOLLOWING PAGES**

# F.C. Planning & Zoning Department

## NOTICE OF PUBLIC HEARING

In conformity with TCA-13-7-105, a public hearing will be held by the Franklin County Board of Commissioners on October 16, 2017 at 7:00 P.M. at the Franklin County Courthouse to consider the adoption of amendment(s) to the Zoning Map of Franklin County.

### **THE FRANKLIN COUNTY REGIONAL PLANNING COMMISSION RECOMMENDS THE FOLLOWING AMENDMENTS TO THE ZONING RESOLUTION:**

1. Amendment that revises the provisions within Article X – Agricultural Districts, Section 3.1; regarding Uses Permitted.
2. Amendment that revises the provisions within Article X – Agricultural Districts, Section 3.4; regarding Minimum Yards.

The proposed amendment(s) may be reviewed in the Planning and Zoning Department, Courthouse Basement Room 109, Winchester, TN. All persons affected by the proposed amendment(s) are invited to appear in person or be represented by agent or petition for the purpose of expressing themselves in support of or in opposition to the rezoning and zoning text amendment(s).

This 27<sup>th</sup> day of September, 2017.

Janet Petrunich  
Director/Building Commissioner  
Franklin County Planning and Zoning Department  
Winchester, TN 37398  
Phone (931) 967-0981 Fax (931) 962-1462 E-mail at [jpetrunich@franklincotn.us](mailto:jpetrunich@franklincotn.us)

**\*Building Permits are required in Franklin County\***

# Franklin County Planning & Zoning Department

## Memo

October 5, 2017

**To:** Franklin County Board of Commissioners  
**From:** Janet Petrunich, Director/Building Commissioner  
**Re:** Amendments to the Franklin County Zoning Resolution

### **The Franklin County Regional Planning Commission Recommends The Following Amendments To The Zoning Resolution:**

#### **Item one (1)**

Article X – Agricultural Districts; Section 3.1 Uses Permitted:

**Add:**

3.1 (12) Personal Residential Storage.

#### **Item two (2)**

Article X – Agricultural Districts; Section 3.4 Minimum Yards:

**Change From:**

3.4 Minimum Yards.

3.4(1) Front .. Dwelling and farm buildings ..... 40 ft.

3.4(2) Side ..... 25 ft.

3.4(3) Except where the lots are sewerred by a modern central system and as to such lots thus sewerred the minimum side yard shall be fifteen (15) feet.

3.4(4) Rear ..... 40 ft.

4-19-99 For uses located on parcels abutting lakes, rivers, or bluff boundaries:  
Minimum side yard that abuts the lake, river, or bluff.....10 feet  
Minimum rear yard that abuts the lake, river, or bluff.....10 feet

**To:**

3.4 Minimum Yards.

3.4(1) Front ..... 40 ft.

3.4(2) Side ..... 25 ft.

3.4(3) Except where the lots are sewered by a modern central system and as to such lots thus sewered the minimum side yard shall be fifteen (15) feet.

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**The Franklin County Regional Planning Commission – July 25, 2017.**

The Franklin County Regional Planning Commission met in a regular session on July 25, 2017 at 6:00 PM in the Franklin County Courthouse.

The members present were Chairman Dave Van Buskirk, Vice-Chairman/Secretary Eddie Clark, Vice-Secretary David James, John Woodall, A.L. Shasteen, Steve Dixon, Jeremy Price and Greg Houston. Also present was Planning and Zoning Director/Building Commissioner Janet Petrunich. A Visitors' List is attached.

Dave Van Buskirk addressed the audience, describing the procedures and protocol of the meeting.

The minutes for the June 27, 2017 meeting were approved as written on a motion by Eddie Clark, seconded by Jeremy Price. All aye.

Dave Van Buskirk presented Case No. 07-17; Preliminary Subdivision Plat Review; Applicant: Kurt Johnson, Agent for Tims Ford North Development LLC. Location – 14<sup>th</sup> Civil District; Parcel 15.00, Franklin County, TN Property Map No. 32, located on Evans Drive. Janet Petrunich read the Staff Report. There were no returned adjoining property owner notices. Van Buskirk asked the members if they had any comments or questions. John Woodall offered that Evans Road could be upgraded with its current forty foot right of way however they would prefer to have a fifty foot right of way. Petrunich asked the developer's representative, Ryan Manners, if a permit for the decentralized waste disposal system had been obtained. Manners offered that the permit had been issued years ago, had been renewed, and was current. Jeremy Price questioned as to how long ago the permit was issued. Manners offered that it was originally issued in 2007/2008 and that it had been renewed before the expiration date. Petrunich also questioned as to the watercourse and field line locations. Manners stated that all studies were done by Adenus and that he was not aware of any details of those studies at this time. Van Buskirk questioned John Woodall about cul-de-sac inspections. John Woodall offered that the applicant would have to get a permit and that construction plans would have to be submitted before any construction started. Van Buskirk opened up the meeting to the public for questions. Jeff Wooten asked for an explanation of a drip system and expressed his concern about the fresh water springs underneath. Woodall offered an explanation of sand filters and drip systems. Wooten also inquired about water quality testing. Manners stated that they were regulated by the State. Manners offered that TN Wastewater Management was a public utility and would be required to meet the same standards as any other water public utility. Ronnie Caldwell expressed his concerns about the sewer system. John Woodall offered that Fanning Bend was on the same type of sewer system. Caldwell questioned the widening of the width of the right of way of the existing Evans Drive, as it would affect his property. Woodall offered that they didn't have to widen the existing right of way however it might be something Caldwell would want to do for future development of his land. Caldwell also asked if the developer could change the plans after they were approved by the Board.



Petrunich offered that they would have to submit any changes to the Board for approval. There was a brief discussion about covenants and restrictions. Petrunich offered a description of Uses Permitted in an R-2, General Residential zoned district. Van BusKirk offered a brief explanation of the zoning laws. The developers gave a brief description of the type of homes they were planning on building. There was a brief discussion about mobile home parks and the process of approval for a mobile home park. Van Buskirk brought the meeting back to the Board. David James made a motion to approve the Preliminary Subdivision Plat for The Reserve at Tims Ford Subdivision, based upon the Staff Report and discussions, subject to the following conditions:

1. Correct acreage be noted on plat (Note #5).
2. Correct acreage of smallest lot be noted on plat (Note #4).
3. Vicinity sketch map be shown on plat.
4. All bearing and distances for all boundary and lot lines be shown on plat.
5. Correct easement to Langhauser property be shown on plat.
6. Show or note any other existing easements.
7. Note the "Cluster Residential Subdivided" minimum dwelling and density standards and the proposed dwelling and density standards.
8. Label proposed fire hydrants or show on legend.
9. Show the location of existing water course.
10. Contours (field surveyed or taken from aerial photographs acceptable to the Planning Commission).
11. Plans of proposed utility layouts showing connections to existing or proposed utility systems.
12. Road Construction and drainage plans as required by the Highway Superintendent and the Planning Commission be submitted to the Planning and Zoning Department.
13. Approval of the onsite sewer system treatment facility be on file with the Planning and Zoning Department.
14. Construction plans for public potable water and roadway/drainage must be approved by the pertinent regulatory body or individual prior to any construction activity occurring on the site.
15. Appropriate TDEC permits must be obtained prior to any construction activity occurring on the site.

Greg Houston seconded the motion, all aye.

Janet Petrunich presented the following proposed amendments to the Zoning Resolution:

Article X – Agricultural Districts; Section 3.1 Uses Permitted:

**Add:**

3.1 (12) Personal Residential Storage.

Article X – Agricultural Districts; Section 3.4 Minimum Yards:

**Change From:**

3.4 Minimum Yards.

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Eddie Clark made a motion to recommend the amendments to the Zoning Resolution as proposed to the County Commission for approval. David James seconded the motion, all aye.

Under Old Business, there was a brief discussion about guest houses and the possibility of allowing guest houses in the future. It was decided that further discussion was needed and that Janet would research and see how other counties were addressing guest houses.

The meeting adjourned at 7:00PM by Chairman Dave Van Buskirk.

MINUTES REVIEWED AND APPROVED

Respectfully submitted,

\_\_\_\_\_ DATE

\_\_\_\_\_  
Dave Van Buskirk, Chairman  
Eddie Clark, Vice Chairman

\_\_\_\_\_  
Eddie Clark, Secretary  
David James, Vice Secretary

Draft Only/Unapproved

FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	COLLECTED AUG	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
<b>GENERAL FUND (101)</b>						
Local Taxes (40000)	10,266,240		85,059	77,147	10,189,092	0.75%
Licenses & Permits (41000)	99,700		11,864	12,808	86,892	12.85%
Fines, Forfeitures & Penalties (42000)	237,811		14,562	15,312	222,499	6.44%
Charges for Current Services (43000)	387,330		31,757	51,407	335,923	13.27%
Other Local Revenue (44000)	120,481		37,979	40,379	80,102	33.51%
Fees from Officials (45000)	1,997,000		110,178	125,406	1,871,594	6.28%
State of Tennessee (46000)	3,136,165		26,792	26,792	3,109,374	0.85%
Federal Government (47000)	449,916		56,480	56,480	393,436	12.55%
Other Governments & Citizens (48000)	220,132		100	2,579	217,553	1.17%
Other Sources (49000)	105,606		2,393	172,195	(66,589)	163.05%
<b>Total County General</b>	<b>17,020,381</b>	<b>-</b>	<b>377,164</b>	<b>580,505</b>	<b>16,439,876</b>	<b>3.41%</b>
<b>COURTHOUSE/JAIL MAINT. (112)</b>						
Local Taxes (40000)	180,000		13,597	13,597	166,403	7.55%
<b>Total Courthouse/Jail Maintenance</b>	<b>180,000</b>	<b>-</b>	<b>13,597</b>	<b>13,597</b>	<b>166,403</b>	<b>7.55%</b>
<b>LIBRARY (115)</b>						
Local Taxes (40000)	321,456		969	1,407	320,049	0.44%
Licenses & Permits (41000)	2,075		403	435	1,640	20.99%
Charges for Current Services (43000)	17,250		1,331	1,331	15,919	7.71%
Other Local Revenue (44000)	19,000		168	213	18,787	1.12%
Federal Government (47000)	1,966		-	-	1,966	0.00%
Other Governments & Citizens (48000)	30,750		2,435	4,810	25,940	15.64%
<b>Total Library</b>	<b>392,497</b>	<b>-</b>	<b>5,306</b>	<b>8,196</b>	<b>384,301</b>	<b>2.09%</b>
<b>SOLID WASTE (116)</b>						
Local Taxes (40000)	1,733,640		5,972	2,545	1,731,095	0.15%
Licenses & Permits (41000)	13,250		3,163	3,416	9,834	25.78%
Charges for Current Services (43000)	59,000		4,535	10,045	48,955	17.02%
Other Local Revenue (44000)	224,000		41,671	68,503	155,497	30.58%
State of Tennessee (46000)	25,000		6,727	6,727	18,273	26.91%
Other Sources (49000)	-		-	-	-	
<b>Total Solid Waste</b>	<b>2,054,890</b>	<b>-</b>	<b>62,068</b>	<b>91,235</b>	<b>1,963,655</b>	<b>4.44%</b>
<b>Local Purpose (Rural Fire 120)</b>						
Local Taxes (40000)	687,787		36,133	35,546	652,241	5.17%
Licenses & Permits (41000)	24,000		7,863	12,290	11,710	51.21%
Other Local Revenues (44000)	7,500		-	-	7,500	0.00%
Other Governments & Citizens (48000)	-		-	-	-	
<b>Total Local Purpose</b>	<b>719,287</b>	<b>-</b>	<b>43,995</b>	<b>47,836</b>	<b>671,451</b>	<b>6.65%</b>
<b>Drug Control Fund (122)</b>						
Fines, Forfeitures & Penalties (42000)	46,500		2,550	2,550	43,950	5.48%
Other General Service Charges (43000)	5,000		-	-	5,000	0.00%
Other Local Revenue (44000)	5,200		-	-	5,200	0.00%
Federal Revenue (47000)	15,000		-	-	15,000	0.00%
Other Governments & Citizens (48000)	3,000		-	-	3,000	0.00%
<b>Total Drug Control</b>	<b>74,700</b>	<b>-</b>	<b>2,550</b>	<b>2,550</b>	<b>72,150</b>	<b>3.41%</b>
<b>HIGHWAY (131)</b>						
Local Taxes (40000)	727,069		1,961	1,398	725,671	0.19%
Licenses & Permits (41000)	3,400		817	882	2,518	25.95%
Charges for Current Services (43000)	15,050		-	-	15,050	0.00%
Other Local Revenue (44000)	7,700		-	-	7,700	0.00%
State of Tennessee (46000)	2,079,622		187,320	187,320	1,892,302	9.01%
Federal Government (47000)	17,379		-	17,667	(288)	101.66%
Other Sources (49000)	15,000		-	-	15,000	0.00%

FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	COLLECTED AUG	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
<b>Total Highway</b>	2,865,220	-	190,098	207,268	2,657,952	7.23%
<b>School General Fund (141)</b>						
Local Taxes (40000)	15,368,760		428,785	419,459	14,949,301	2.73%
Licenses & Permits (41000)	52,625		13,514	14,597	38,028	27.74%
Charges for Current Services (43000)	284,647		33,296	33,296	251,351	11.70%
Other Local Revenue (44000)	279,741		3,455	8,914	270,827	3.19%
State of Tennessee (46000)	27,739,364		2,608,355	2,608,355	25,131,009	9.40%
Federal Government (47000)	114,356		10,196	10,196	104,160	8.92%
Other Government & Citizens (48000)	-		-	-	-	
Other Sources (49000)	-		-	-	-	
<b>Total School General Fund</b>	43,839,493	-	3,097,600	3,094,816	40,744,677	7.06%
<b>Federal Projects Fund (142)</b>						
Other Local Revenue (44000)	-		-	-	-	
Federal Government (47000)	3,043,139	298,384	-	-	3,341,523	0.00%
Other Governments & Citizens (48000)	-		-	-	-	
Other Sources (49000)	-	100,000	-	100,000	-	100.00%
<b>Total School Federal Projects Fund</b>	3,043,139	398,384	-	100,000	3,341,523	2.91%
<b>Centralized Cafeteria Fund (143)</b>						
Charges for Current Services (43000)	1,035,779		484	436	1,035,343	0.04%
Other Local Revenue (44000)	8,700		2,142	2,142	6,558	24.62%
State of Tennessee (46000)	32,754		-	-	32,754	0.00%
Federal Government (47000)	2,291,703		8,237	8,237	2,283,466	0.36%
Other Sources (48000)	-		-	-	-	
<b>Total Centralized Cafeteria</b>	3,368,936	-	10,863	10,816	3,358,120	0.32%
<b>General Debt Service (151)</b>						
Local Taxes (40000)	2,221,455		13,590	11,740	2,209,715	0.53%
Licenses & Permits (41000)	11,500		2,690	2,906	8,594	25.27%
Other Sources (49000)	200,000		-	-	200,000	0.00%
<b>Total General Debt Service</b>	2,432,955	-	16,281	14,646	2,418,309	0.60%
<b>Education Debt Service (156)</b>						
Local Taxes (40000)	2,595,564		73,514	72,560	2,523,004	2.80%
Licenses & Permits (41000)	6,000		1,394	1,505	4,495	25.09%
Other Governments (48000)	-		-	-	-	
Other Sources (49000)	-		-	-	-	
<b>Total Education Debt Service</b>	2,601,564	-	74,907	74,065	2,527,499	2.85%
<b>Highway Capital Projects Fund (176)</b>						
Other Local Revenue (44000)	150		13	27	123	17.85%
Other Sources (49000)	-		-	-	-	
<b>Total Highway Capital Projects</b>	150	-	13	27	123	17.85%
<b>Capital Projects Fund (178)</b>						
Other Local Revenue (44000)	-		48	48	(48)	
Other Governments & Citizens (48000)	-	-	-	-	-	
Other Sources (49000)	1,000,000		-	-	1,000,000	0.00%
<b>Total Capital Projects</b>	1,000,000	-	48	48	999,952	0.00%

FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	EXPENDED AUG	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
<b>GENERAL FUND (101)</b>							
County Commission (51100)	345,310		39,087	47,771	46,399	251,140	13.83%
Beer Board (51220)	650		-	-	400	250	0.00%
County Mayor (51300)	195,896		15,211	31,257	3,424	161,214	15.96%
County Attorney (51400)	11,425		900	2,700	8,100	625	23.63%
Election Commission (51500)	244,060		15,115	41,168	17,494	185,398	16.87%
Register of Deeds (51600)	351,551		24,420	46,229	22,332	282,990	13.15%
Planning & Zoning (51720)	163,477		14,363	22,897	5,397	135,184	14.01%
County Buildings (51800)	1,414,424		88,557	113,036	154,137	1,147,250	7.99%
Other General Admin - IT (51900)	34,000		63	11,223	12,219	10,558	33.01%
Property Assessor (52300)	573,318		34,843	69,544	53,498	450,276	12.13%
County Trustee (52400)	338,086		31,788	61,635	8,511	267,940	18.23%
County Clerk (52500)	585,665		46,394	107,316	8,984	469,365	18.32%
Finance Dept. (52900)	681,315		50,125	114,494	20,050	546,771	16.80%
Circuit Court (53100)	976,338		102,470	158,890	28,065	789,383	16.27%
General Sessions (53300)	312,142		24,971	47,716	1,358	263,067	15.29%
Drug Court (53330)	98,241		6,295	11,612	-	86,629	11.82%
Chancery Court (53400)	230,477		15,674	48,929	3,678	177,870	21.23%
Juvenile Court (53500)	136,148		10,221	17,690	916	117,541	12.99%
Judicial Commissioners (53700)	149,049		11,692	21,385	444	127,220	14.35%
Other Admin of Justice (53900)	18,000		-	-	5,200	12,800	0.00%
Probation Service (53910)	133,910		9,386	16,699	2,500	114,711	12.47%
Sheriff's Dept. (54110)	3,899,539		300,095	505,692	192,646	3,201,201	12.97%
Admin. Of Sexual Offender (54160)	23,505		1,191	1,609	700	21,196	6.85%
Jail (54210)	2,014,467		138,990	223,053	223,498	1,567,916	11.07%
Reentry Program (54230) Grants	356,983		39,977	54,977	188,386	113,620	15.40%
Juvenile Service (54240)	42,520		490	1,245	29,135	12,140	2.93%
Civil Defense (54410)	159,086		10,448	18,311	11,570	129,206	11.51%
Rescue Squad (54420)	30,000		3,531	3,531	1,886	24,583	11.77%
Consolidated Communications(54490)	873,916		58,798	105,443	12,388	756,084	12.07%
County Coroner (54610)	36,100		-	-	21,000	15,100	0.00%
Other Public Safety (54710) Grants	48,225		8,558	8,558	4,876	34,791	17.75%
Local Health Center (55110)	31,025		3,066	6,737	4,913	19,375	21.71%
Rabies & Animal Ctrl. (55120)	267,853		44,110	54,338	100,480	113,035	20.29%
Other Local Health Serv (55190) Grant	172,502		10,620	18,791	-	153,711	10.89%
Appropriation to State (55390)	30,646		-	-	30,646	-	0.00%
General Welfare Assist.(55510)	17,775		-	-	17,775	-	0.00%
Litter Control (55731) (%Grant)	100,123		6,372	10,480	12,800	76,842	10.47%
Other Waste Collections (55739)	40,988		3,377	5,806	547	34,634	14.17%
Other Public Health & Welfare (55900) Grant	15,000		879	879	1,920	12,201	5.86%
Senior Citizens Assistance (56300)	26,950		428	428	24,082	2,440	1.59%
Parks & Fair Board (56700)	47,804		4,863	8,293	7,894	31,617	17.35%
Agriculture Extension Serv.(57100)	119,448		420	535	8,028	110,884	0.45%
Soil Conservation (57500)	88,992		3,075	4,974	267	83,751	5.59%
Industrial Development (58120)	409,877		34,421	190,095	278,170	(58,389)	46.38%
Other Econ & Comm. Dev. (58190)	650,470		3,300	3,300	172,170	475,000	0.51%
Veteran's Services (58300)	72,960		5,321	8,191	2,539	62,231	11.23%
Other Charges (58400)	816,177		29,322	341,101	2,650	472,426	41.79%
Capital Projects (90000)	140,000		-	-	995	139,005	0.00%
Operating Transfer (99110)							
<b>Total County General</b>	<b>17,526,411</b>	<b>-</b>	<b>1,253,225</b>	<b>2,568,560</b>	<b>1,755,068</b>	<b>13,202,784</b>	<b>14.66%</b>
<b>COURTHOUSE/JAIL MAINT. (112)</b>							
Other Charges (58400)	2,000		136	268	-	1,732	13.39%
Transfers Out (99100)	200,000		-	-	-	200,000	0.00%
<b>Total Courthouse/Jail Maintenance</b>	<b>202,000</b>	<b>-</b>	<b>136</b>	<b>268</b>	<b>-</b>	<b>201,732</b>	<b>0.13%</b>

FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	EXPENDED AUG	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
<b>LIBRARY (115)</b>							
Libraries (56500)	374,061		26,176	47,730	56,072	270,259	12.76%
Other Charges (58400)	39,724		4,865	9,765	1,921	28,038	24.58%
Capital Outlay (91000)	20,000		-	-	-	20,000	0.00%
Operating Transfer (99110)	3,000		-	-	-	3,000	0.00%
<b>Total Library</b>	<b>436,785</b>	<b>-</b>	<b>31,041</b>	<b>57,495</b>	<b>57,993</b>	<b>321,297</b>	<b>13.16%</b>
<b>SOLID WASTE (116)</b>							
Sanitation Educ./Info. (55720)	2,300		-	-	-	2,300	0.00%
Convenience Centers (55732)	320,182		20,153	32,386	4,509	283,287	10.11%
Transfer Station (55733)	1,419,120		114,675	157,082	501,775	760,263	11.07%
Post closure Care Costs (55770)	13,000		-	-	9,013	3,987	0.00%
Other Charges (58400)	100,159		2,023	49,629	250	50,280	49.55%
Operating Transfers (99100)	48,803		-	-	-	48,803	0.00%
<b>Total Solid Waste</b>	<b>1,903,564</b>	<b>-</b>	<b>136,851</b>	<b>239,097</b>	<b>515,547</b>	<b>1,148,920</b>	<b>12.56%</b>
<b>Local Purpose (Rural Fire 120)</b>							
Fire Prevention & Control (54310)	552,200		446	3,025	454,200	94,975	0.55%
<b>Total Local Purpose</b>	<b>552,200</b>	<b>-</b>	<b>446</b>	<b>3,025</b>	<b>454,200</b>	<b>94,975</b>	<b>0.55%</b>
<b>Drug Control Fund (122)</b>							
Drug Enforcement (54150)	75,450		3,599	9,346	22,392	43,712	12.39%
Other Charges (58400)	700		26	29	-	671	4.07%
<b>Total Drug Control</b>	<b>76,150</b>	<b>-</b>	<b>3,624</b>	<b>9,374</b>	<b>22,392</b>	<b>44,383</b>	<b>12.31%</b>
<b>HIGHWAY (131)</b>							
Administration (61000)	347,801		26,553	45,355	6,080	296,366	13.04%
Highway Maintenance (62000)	966,727		84,873	139,533	5,636	821,558	14.43%
Operations & Maintenance (63100)	351,502		22,216	24,272	103,292	223,937	6.91%
Quarry Operations (63400)	328,253		21,772	32,890	28,800	266,562	10.02%
Other Charges (65000)	234,742		8,126	97,607	6,130	131,006	41.58%
Capital Outlay (68000)	1,311,135		45,578	45,578	33,134	1,232,422	3.48%
Highways & Streets (82120)	14,372		-	-	-	14,372	0.00%
Highways & Streets (82220)	4,751		-	-	-	4,751	0.00%
Transfers Out (99100)	53,803		-	-	-	53,803	0.00%
<b>Total Highway</b>	<b>3,613,086</b>	<b>-</b>	<b>209,119</b>	<b>385,236</b>	<b>183,073</b>	<b>3,044,777</b>	<b>10.66%</b>
<b>School General Fund (141)</b>							
<b>Instruction</b>							
Regular Instruction (71100)	21,234,365		161,399	178,521	361,347	20,694,497	0.84%
Alternative School (71150)	202,521		191	205	1,500	200,816	0.10%
Special Education Program (71200)	4,067,593		18,565	18,861	160,769	3,887,963	0.46%
Vocational Education Program (71300)	1,276,629.00	267,319	-	-	-	1,543,948	0.00%
Student Body Education Prog (71400)	428,522		5,799	11,566	80,542	336,414	2.70%
<b>Support</b>							
Attendance (72110)	166,117		5,808	8,473	296	157,348	5.10%
Health Services (72120)	740,849		9,639	19,502	954	720,393	2.63%
Other Support Services (72130)	1,526,032		12,062	13,363	19,841	1,492,828	0.88%
Regular Instruction (72210)	1,323,824		21,544	60,069	32,956	1,230,800	4.54%
Special Educ Program (72220)	114,170		370	1,348	5,417	107,404	1.18%
Vocational Educ Prog (72230)	38,211		2,324	3,205	-	35,006	8.39%
Education Technology (72250)	701,434		89,271	117,910	162,650	420,875	16.81%
Board of Education (72310)	1,172,165		22,869	619,358	63,765	489,042	52.84%
Director of Schools (72320)	505,790		25,922	42,256	27,691	435,844	8.35%
Office of Principals (72410)	2,416,948		29,222	52,709	-	2,364,239	2.18%
Fiscal Services (72510)	11,561		-	-	-	11,561	0.00%
Human Resources (72520)	242,391		20,502	33,476	7,166	201,749	13.81%

FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	EXPENDED AUG	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
Operation of Plant (72610)	3,526,507		228,369	551,730	146,869	2,827,908	15.65%
Maintenance of Plant (72620)	1,331,476		97,191	128,794	482,807	719,876	9.67%
Transportation (72710)	2,398,815		94,448	132,495	1,599,871	666,449	5.52%
Central & Other (72810)	171,701		72	82	-	171,619	0.05%
<b>Non-Instructional</b>							
Community Services (73300)	498,753		81,798	104,338	147,506	246,909	20.92%
Early Childhood Education (73400)	1,284,232		3,671	4,605	920	1,278,706	0.36%
<b>Capital Outlay &amp; Debt Service</b>							
Capital Outlay (76100)	100,000		-	-	19,720	80,280	0.00%
Principal Debt Service (82130)	64,843		-	-	-	64,843	0.00%
Interest Debt Service (82230)	8,931		-	-	-	8,931	0.00%
Transfers Out (99100)	-	100,000	-	100,000	-	-	100.00%
<b>Total School General Fund</b>	<b>45,554,380</b>	<b>367,319</b>	<b>931,036</b>	<b>2,202,865</b>	<b>3,322,587</b>	<b>40,396,247</b>	<b>4.80%</b>
<b>School Federal Projects Fund (142)</b>							
Regular Instruction (71100)	1,064,349	128,198	9,444	10,255	2,755	1,179,537	0.86%
Special Education Program (71200)	694,003	11,543	1,765	1,992	39,964	663,590	0.28%
Vocational Education Program (71300)	122,316		-	-	-	122,316	0.00%
Health Services (72120)	56,978		28	56	-	56,922	0.10%
Other Support Services (72130)	44,707	163,793	6,135	6,135	2,241	200,124	2.94%
Regular Instruction (72210)	341,793	6,393	3,536	7,680	3,933	336,573	2.21%
Special Educ Program (72220)	493,809	(11,543)	59,530	71,024	33,181	378,061	14.73%
Transportation (72710)	225,185		86	172	-	225,013	0.08%
Transfers Out (99100)	-	100,000	-	-	-	100,000	0.00%
<b>Total Federal Projects Fund</b>	<b>3,043,139</b>	<b>398,384</b>	<b>80,523</b>	<b>97,313</b>	<b>82,074</b>	<b>3,262,135</b>	<b>2.83%</b>
<b>Centralized Cafeteria Fund (143)</b>							
Food Service (73100)	3,565,835	90,800	52,130	69,247	2,260,713	1,326,675	1.89%
<b>Total Centralized Cafeteria</b>	<b>3,565,835</b>	<b>90,800</b>	<b>52,130</b>	<b>69,247</b>	<b>2,260,713</b>	<b>1,326,675</b>	<b>1.89%</b>
<b>General Debt Service (151)</b>							
General Government Debt Service	1,657,227		7,702	15,617	250	1,641,360	0.94%
<b>Total General Debt Service</b>	<b>1,657,227</b>	<b>-</b>	<b>7,702</b>	<b>15,617</b>	<b>250</b>	<b>1,641,360</b>	<b>0.94%</b>
<b>Education Debt Service (156)</b>							
Educ Government Debt Service	2,046,382		106,441	107,459	250	1,938,673	5.25%
<b>Total Education Debt Service</b>	<b>2,046,382</b>	<b>-</b>	<b>106,441</b>	<b>107,459</b>	<b>250</b>	<b>1,938,673</b>	<b>5.25%</b>
<b>Highway Capital Projects Fund (176)</b>							
Other Charges (58400)	2		0	0	-	1	18.00%
Highway & Street Capital Proj (91200)	708,112		-	-	359,027	349,085	0.00%
<b>Total Highway Capital Projects</b>	<b>708,114</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>359,027</b>	<b>349,086</b>	<b>0.00%</b>
<b>Capital Projects Fund (178)</b>							
Other Charges (58400)	-		0	0	-	(0)	
Public Safety Projects (91130)	9,685,485		16,025	16,025	419,250	9,250,210	0.17%
Other Gen Government Proj (91190)	1,000,000		-	-	-	1,000,000	0.00%
Transfer in/out for Co Gen	-		-	-	-	-	
<b>Total Capital Projects</b>	<b>10,685,485</b>	<b>-</b>	<b>16,025</b>	<b>16,025</b>	<b>419,250</b>	<b>10,250,210</b>	<b>0.15%</b>



## Franklin Co Trustee's Interest Earned Analysis & Comparison

August, 2017 (Received in Sept)

### Current Amt Invested in the Following:

<b>CD</b>	\$ 7,500,000	<b>Interest Bearing Check/Savings</b>	\$ 11,895,835	<b>Mutual Funds</b>	\$ -
<b>Gross Interest Earned for the Month of August</b>				\$	8,532.73

Fund Number	Fund Title	Gross Collections	Trustee Fee Admin Fee 2%	Net Fund Collections
116	Solid Waste	\$ 8,107.32	\$ (162.15)	\$ 7,945.17
151	General Debt Service	\$ -	\$ -	\$ -
141	School General	\$ 425.41	\$ (8.51)	\$ 416.90
<b>Total</b>		<b>\$ 8,532.73</b>	<b>\$ (162.15)</b>	<b>\$ 7,945.17</b>

### Interest Revenue Monthly Fiscal Comparison

	Solid Waste	Gen Debt	School
Aug-16	\$ 5,125.80	\$ 5,125.80	\$ 512.26
Aug-17	\$ 8,107.32	\$ -	\$ 425.41
Over/Under	\$ 2,981.52	\$ (5,125.80)	\$ (86.85)

### Interest Year to Date Revenue Fiscal Comparison

	Solid Waste	Gen Debt	School
2016/17	\$ 10,763.69	\$ -	\$ 512.26
2017/18	\$ 16,310.54	\$ -	\$ 779.84
Over/Uner	\$ 5,546.85	\$ -	\$ 267.58

### Fiscal Year 2017/18 Appropriations 44110 Interest Earned

	Appropriation	Collected	% Collected	Balace to Collect
116 Solid Waste (up to \$75,000)	\$ 66,000.00	\$ 16,310.54	24.71%	\$ 49,689
151 General Debt Service (next \$)	\$ -	\$ -	0.00%	\$ -
141 School General Fund (OPEB Reserve Interest)	\$ 4,000.00	\$ 779.84	0.00%	\$ 3,220

## Local Option Sales Tax Analysis & Comparison

August 2017 (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	144,124.32	(1,621.40)	142,502.92	142,502.92	-
Winchester	341,877.64	(3,846.12)	338,031.52	169,015.76	167,325.60
Cowan	18,234.92	(205.14)	18,029.78	9,014.89	8,924.74
Decherd	219,677.94	(2,471.38)	217,206.56	108,603.28	107,517.25
Estill Springs	25,555.90	(287.50)	25,268.40	12,634.20	12,507.86
Huntland	13,827.48	(155.56)	13,671.92	6,835.96	6,767.60
Tullahoma	2,669.65	(30.03)	2,639.62	1,319.81	1,306.61
<b>Total</b>	<b>765,967.85</b>	<b>(8,617.14)</b>	<b>757,350.71</b>	<b>450,465.89</b>	<b>304,349.66</b>

### Local Option Sales Tax Monthly Revenue Fiscal Comparison

Aug-16	479,258	
Aug-17	450,466	*Note Franklin County received an additional \$539.07
Over/Under	(28,792)	

### Local Option Sales Tax Year to Date Revenue Fiscal Comparison

2016/17	969,239
2017/18	930,598
Over/Uner	(38,641)

### 2016/17 Sales Tax Appropriations

	Appropriation	Collected	% Collected	Balance to Collect
141 General Schools	4,627,000	789,180	17.06%	3,837,820
156 Education Debt Service	850,000	141,418	16.64%	708,582

Fund 156 receives overages of collections from Fund 141

Franklin County Board of Commissioners  
**Legislative Committee**  
Minutes of October 5, 2017

The Legislative Committee met in Conference Room 204 at the courthouse and was called to order at 6:00 pm by Chairman Johnny Hughes.

**MEMBERS PRESENT:** Chairman Johnny Hughes, Eddie Clark, and Dave Van Buskirk

**OTHERS PRESENT:** Secretary Mary Sons, Payton Brannom-WCDT

1. *Motion by Clark to approve minutes of September 7, 2017 second Van Buskirk; all ayes.*
2. *Motion by Van Buskirk to recommend (6) notary applications be sent to full commission for approval, second Clark; all ayes.*
3. *Motion by Clark to adjourn at 6:06 pm, second Van Buskirk; all ayes.*

Respectfully Submitted,

Johnny Hughes, Chairman

DATE APPROVED: \_\_\_\_\_  
JH/ms

**MINUTES OF THE FINANCIAL MANAGEMENT COMMITTEE**  
**OF THE FRANKLIN COUNTY BOARD OF COMMISSIONERS**

**Tuesday, October 3, 2017**

The Financial Management Committee of the Franklin County Commission met in a regular scheduled meeting Tuesday, October 3, 2017 in the Annex Community Room at 8:30 am the following were had to wit:

PRESENT: Committee Members – Richard Stewart, Mayor; David Eldridge, Co Commissioner; Johnny Hughes, Co Commissioner; Eddie Clark, Co Commissioner; Stanley Bean, Director of Schools; Barbara Finney, Co Commissioner; Johnny Woodall, Highway Superintendent; Andrea Smith, Ex Officio; Cindy Latham, Secretary. Visitors included Randy Kelley, Kyle Hatchett, Nelson Hatchett and Payton Brannon

Meeting was called to order by Mayor Stewart

1. **\*MOTION** by Hughes, second by Woodall to approve the September 7<sup>th</sup> Finance Committee Minutes. Vote resulted in all Ayes, motion carried.
2. **\*MOTION** by Finney, second by Hughes to approve and send to the commission the August Sales Tax Report. The vote resulted in all Ayes, motion carried.
3. **\*MOTION** by Clark, second by Woodall to approve the August Trustee Interest Reports. Vote resulted in all Ayes, motion carried.
4. **\*MOTION** by Eldridge, second by Hughes to approve the August Finance Director's Report. The vote resulted in all Ayes, motion carried.
5. **\*MOTION** by Clark, second by Woodall to approve & send to full commission the Board of Education GP budget amendment. The vote resulted in Ayes from Clark, Finney, Woodall, Bean, & Hughes, and Nay from Eldridge. Motion carried.
6. **\*MOTION** by Eldridge, second by Clark to approve the Grant Summary/Application for the Farmers Market for \$1,000. Vote resulted in all Ayes, motion carried
7. **\*MOTION** by Woodall, second by Finney to approve and send to the full commission the renewal for Volunteer Wireless LLC Cable TV Franchise Agreement. The vote resulted in all Ayes, motion carried.
8. **\*MOTION** by Finney, second by Woodall to approve and send to the full commission a Multi-Year lease with Simplex Grinnell for the Franklin Co Sheriff. Vote resulted in all Ayes, motion carried.

There being no further business **\*MOTION** by Clark, second by Woodall to adjourn meeting at 8:55 a.m. Vote resulted in all Ayes, motion carried.

Respectfully submitted by:

Date Approved

\_\_\_\_\_  
cbl/RS

Franklin County Board of Commissioners

**NOMINATING**

Committee Minutes

September 27, 2017

The Nominating Committee met in conference room 204 at the courthouse and was called to order at 4:33 pm by Chairman Chuck Stines.

**MEMBERS PRESENT:** Chairman Chuck Stines, Dale Schultz, Helen Stapleton, Doug Goodman, and Angie Fuller

**OTHERS:** Secretary Mary Sons, Chair of Commission Eddie Clark

1. *Motion by Goodman to approve minutes of September 27, 2016 second Schultz; all ayes.*
2. Committee was presented the following attachments as a handouts:
  - A. Proposal for Committees
  - B. Committee Choices in Order
  - C. Commissioner's Top Choices by commissioner name
3. The committee reviewed (A) Proposal for Committees, which was presented by Chairman Stines and Commission Secretary Mary Sons. Each commissioner received their top choice and committees equaled out to an average of four committees per commissioner.
4. Stines read out the members on each committee and opened the floor to changes or recommendations. *Motion by Schultz to accept the committees as presented, second Goodman; all ayes.*
5. *Motion by Fuller to adjourn at 4:35 pm, second Schultz; all ayes.*

Respectfully Submitted by  
Secretary Mary Sons

Approved to Receive and File by  
2018 Chairman

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Date Approved: \_\_\_\_\_

**CHANCERY COURT  
SUMMARY OF QUARTERLY REPORTS  
FIRST QUARTER 2017 – 2018**

**Franklin County**

24000 (Litigation Tax, Delinquent Taxes, Officer Costs Data)	\$ 121,478.86
29900 (Fees and Commissions)	\$ 32,936.31
TOTAL	\$ 154,415.17

**WORKSHEET FOR  
SUMMARY OF QUARTERLY REPORTS  
QUARTER: July-August-September, 2017**

	Circuit Court	Sessions Court	Juvenile Court	Totals
Franklin County (24000/29000)	73,135.04	190,054.56	17,184.00	\$ 280,373.60
State of Tennessee (23000)	16,080.08	67,996.74	371.00	\$ 84,447.82
Cities (25000)	7,117.75	11,933.61	-	\$ 19,051.36
Judgments/Rest. (26100-26700)	244,613.59	172,206.44	1,650.11	\$ 418,470.14
Trust Funds (26400)	-	-	-	\$ -
Child Support (26300)	9,632.83	-	11,221.66	\$ 20,854.49
<b>TOTALS</b>	<b>\$ 350,579.29</b>	<b>\$ 442,191.35</b>	<b>\$ 30,426.77</b>	<b>\$ 823,197.41</b>

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

Date: 10-5-17

*Robert B. Aggett*  
Circuit Court Clerk





FRANKLIN COUNTY CLERK  
 GENERAL LEDGER - FINANCIAL REPORT  
 YEAR FORMAT

FISCAL YEAR 2018 - PERIOD ENDING 09/30/2017


ACCT DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
24490 OTHER COUNTY COLLECTIONS	.00	.00	.00	.00	.00	.00	.00	.00
24492 HELPING SCHOOLS	.00	.00	167.20	167.20	.00	.00	.00	.00
*** SUB-TOTAL ***	.00	.00	997.20	955.70	41.50	.00	.00	.00
26000 DUE TO LITIGANTS, HEIRS, & OTHERS	.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	1,436.26	1,436.26	.00	.00	.00	.00
26312	.00	.00	.00	.00	.00	.00	.00	.00
26315 CONTRIBUTIONS - ORGAN DONOR PR	.00	.00	292.09	292.09	.00	.00	.00	.00
26401 CREDIT CARD FEES - BIS	.00	.00	1,074.50	1,074.50	.00	.00	.00	.00
26405 CREDIT CARD - BANK	.00	.00	2,771.98	2,771.98	.00	.00	.00	.00
*** SUB-TOTAL ***	.00	.00	5,574.83	5,574.83	.00	.00	.00	.00
29900 FEE & COMMISSION ACCOUNT	-1,275.00	.00	56,007.31	89,085.80	-20,252.08	-13,522.66	696.25	-1,275.00
29901 CLERK'S FEES/COMMISSIONS	.00	.00	476.00	1,294.25	.00	-818.25	.00	.00
29902 DATA PROCESSING FEES	.00	.00	.00	2,295.50	.00	-2,295.50	.00	.00
*** SUB-TOTAL ***	-1,275.00	.00	56,483.31	92,675.55	-20,252.08	-16,636.41	696.25	-1,275.00
*** TOTAL ***	-1,315.00	.00	916,805.98	932,755.64	.00	-16,636.41	696.25	-1,305.51

FRANKLIN COUNTY CLERK  
GENERAL LEDGER - FINANCIAL REPORT  
YEAR FORMAT

FISCAL YEAR 2018 - PERIOD ENDING 09/30/2017

ACCT DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANC
SUMMARY OF ASSETS:								
CASH ON HAND	1,275.00							1,275.00
CITIZENS COMMUNITY BANK	40.00							30.50
CREDIT CARDS	.00							.00
TITLE GIFT VOUCHER	.00							.00
RENEWAL GIFT VOUCHER	.00							.00
*** TOTAL ***	1,315.00							1,305.50

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, 2017.


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

\_\_\_\_\_ 10/3/17
   
 (Date)

\_\_\_\_\_
   
 (Title)

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

# FRANKLIN COUNTY PLANNING & ZONING DEPARTMENT

NO. 1 SOUTH JEFFERSON STREET, COURTHOUSE BASEMENT ROOM 5  
WINCHESTER, TENNESSEE 37398


## QUARTERLY REPORT

FOR THE FIRST QUARTER OF FISCAL YEAR 2017 - 2018

	July	August	September
<b>PERMITTED TAXABLE ESTIMATED PROPERTY IMPROVEMENT</b>	<b>\$2,055,900.00</b>	<b>\$1,823,100.00</b>	<b>\$1,210,500.00</b>
TOTAL FEES COLLECTED	\$5125.00	\$6350.00	\$2795.00
RESIDENTIAL # OF PERMITS	12	10	5
\$ OF PERMITS	\$4000.00	\$2650.00	\$1400.00
COMMERCIAL # OF PERMITS	1	1	0
\$ OF PERMITS	\$200.00	\$400.00	\$00.00
INDUSTRIAL # OF PERMITS	0	0	1
\$ OF PERMITS	\$00.00	\$00.00	\$300.00
ADDITIONS, MISC. # OF PERMITS	11	16	10
\$ OF PERMITS	\$575.00	\$1000.00	\$555.00
CASES # OF CASES	11	14	6
\$ OF CASES	\$350.00	\$2300.00	\$540.00

F.C. BOARD OF ZONING APPEALS MET: July 20, 2017 – No Meeting  
August 17, 2017 at 6:00PM  
September 21, 2017 at 6:00PM

F.C. REGIONAL PLANNING COMMISSION MET: July 25, 2017 at 6:00PM  
August 29, 2017 – No Meeting  
September 26, 2017 – No Meeting

  
\_\_\_\_\_  
Janet Petrunich  
Director/Building Commissioner

# Franklin County REC/PAV Dept.

## 1st Quarter Report FY 2017-2018

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- The kitchen at the Southern TN Pavilion has been completely restored and is amazing. Please visit one of our many events that we have planned with-in the next month (Circus, Rodeo, Barrel Racing) and see for yourself the work your County employees and jail inmates have performed; as 90% of the work was done in-house saving lots of labor costs.
- Work has begun on the roof of the STMC Pavilion. My crew and inmate labor, compliments of our Sheriff, have been steadily replacing screws and applying sealant to the roof of the Pavilion. With us performing the work in-house, over \$100,000 will be saved in labor costs.
- Our Farmers' Market Pavilion has seen many positive changes in the last quarter. Our plan is to install handicapped parking spaces in the very near future.
- We are in the process of producing a web-site in partnership with the Mayor's office to advertise the Farmers' Market Pavilion, Dry Creek Beach, and STMC Pavilion for both public and private events. All of these facilities are available for rent by individuals or companies at a very reasonable rate for picnic, weddings, consignment sales, or entertainment venues. Please help us advertise with your constituents so we can recoup some of our investment in these facilities.
- If you haven't been by Dry Creek Beach in the last six months, take the time to drive by and witness the beauty that we have to offer our citizens for recreational purposes. Many of the facilities and the property have been updated and now present a very modern, scenic landscape. Its beauty ties in very complimentary with the Twin Creeks development.

Very Respectfully,



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FC REC/PAV Director: William Anderson



Franklin County, Tennessee  
Office Of The Register Of Deeds  
Financial Report  
For The Period Of 07/01/2017 - 09/30/2017

Account Description	Beginning Balance	Adjustments	Receipts	Transfers In	Disbursements	Transfers Out	Commission Transfers	Ending Balance
MORTGAGE TAX	0.00	0.00	75666.04	0.00	73850.04	0.00	1816.00	0.00
CONVEYANCE TAX	0.00	0.00	182569.06	0.00	178187.42	0.00	4381.64	0.00
DP FEES	0.00	0.00	3848.00	0.00	3848.00	0.00	0.00	0.00
REGISTER'S FEES	0.00	0.00	845.00	0.00	845.00	0.00	0.00	0.00
RECORDING FEES	-1079.82	-36.05	44266.00	0.00	50474.69	0.00	0.00	0.00
LATE FEES	0.00	0.00	0.00	0.00	0.00	0.00	-6197.64	-1104.82
MISCELLANEOUS FEES	0.00	0.00	208.50	0.00	208.50	0.00	0.00	0.00
REFUNDS	0.00	0.00	714.08	0.00	714.08	0.00	0.00	0.00
OVER/SHORT	0.00	0.00	58.45	0.00	58.45	0.00	0.00	0.00
ESCROW	-433.72	0.00	376.92	0.00	359.21	0.00	0.00	0.00
CR/DB CARD FEES	0.00	0.00	18.12	0.00	18.12	0.00	0.00	-451.43
<b>TOTALS:</b>	<b>-1513.54</b>	<b>36.05</b>	<b>308570.77</b>	<b>0.00</b>	<b>308565.51</b>	<b>0.00</b>	<b>0.00</b>	<b>-1556.25</b>
<b>SUMMARY OF ASSETS:</b>								
CASH ON HAND	850.00							850.00
CASH IN BANK	433.72							451.43
ACCOUNTS RECEIVABLE	229.82							254.82
<b>TOTALS:</b>	<b>1513.54</b>							<b>1556.25</b>

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 07/01/2017 through 09/30/2017.

*Lydia Curtis Plummer* 10-5-17  
Register of Deeds Date

**FRANKLIN COUNTY SHERIFF'S DEPARTMENT**  
**July, August and September 2017**  
**1<sup>st</sup> QUARTER FISCAL YEAR 2017-2018**

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**Total number of persons arrested (Sheriff's Department only): 427**

**Total persons arrested and brought in from other departments: 460**

**Prisoner days served (General Sessions Sentences): 6,933**

**Prisoner days served (State prisoners serving jail time in our facility):3,643**

**Total Inmates housed this quarter: 1,693**

**Number of miles patrolled: 94,674**

**Number of man-hours worked (deputies and investigators): 7,906.50**

**State & Criminal Warrants Served: 1,503**

**Total Attempts to Serve: 2,280**

**Total Activity: 14,547**

**Out of County Trips Made: 294**

**Total Number of Funerals Escorted: 28**

**Traffic Accidents with Injuries: 75**

**Traffic Accidents without Injuries: 87**

**Business, Church, and School Areas Checked: 8,601**

**Traffic Enforcement: 376**

**DUI Arrest: 8**

**Drug Cases: 8**

**Criminal Cases Investigated: 234**

**Criminal Cases Cleared: 80**

**Violent Crimes (murder, rape, agg. Assault, armed robbery, agg. Burglary, etc.) 65**

**Cash received for serving papers, offense & accident reports: \$5,099.90**

# Franklin County Solid Waste

## 1st Quarter Report FY 2017-2018

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- Golder and Associates Environmental Engineering firm is finalizing their yearlong waste study for Franklin County and will be prepared to brief the Commission of their findings in the very near future. This study has taken some time as we are taking every measure to be able to answer any and all questions that you or our citizens may have concerning the way forward for refuse in Franklin County. We are being very thorough in our efforts in order to prevent making costly mistakes. Two undisputable facts: 1) Land-fill space in TN is rapidly being used up with very little replacement efforts undertaking. 2) The costs to dispose of our waste has increased by 35% over the last three years with no end in sight without the county taking significant measures on its own. We are researching a process that will pay for itself through our current costs and then hopefully turn a profit through collection of tipping fees. Stay tuned!!!!
- We have three grant applications out: 1) Composting grant for an extreme size wood chipper. The chipper will have max diameter capacity of 21-inch trees. This grant should be announced in the next few weeks. 2) We applied for a new fork-lift under the recycling equipment grant. This grant should be announced in March of 2018. 3) We applied for two centers to be paved as well as new compactors to be installed at Joyce Lane and Capitol Hill centers. This grant will be announced in March of 2018. Total grant applications value is \$400,000.00 with our match being \$160,000.00 which has already been budgeted for this fiscal year.
- I was named Middle TN Co-Chair of the TN Solid Waste Directors' Association at our annual conference last week. One of the main reasons TNSWDA was formed is to be a watchdog group for the counties against unfunded mandates being pushed down from TN Dept. of Environment and Conservation. In the past 3 years that I have been a member, our group has been very successful in working with TDEC in order to stop many poor initiatives before becoming rule or law. As Co-Chair I will continue our tradition and lead the efforts in making the Counties' voices heard.
- We recently constructed a storage pole barn behind our service building at Joyce Lane. It is 48ft X 20ft with no utilities attached. It will be used for storage for many of our equipment trailers, skid steer machines and attachments in order to keep the equipment out of the elements. Total cost < \$3,500.00 as we performed the labor with-in the department.

Very Respectfully,



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FCSW Director: William Anderson



(Attachment A)

**MONTHLY RECYCLING REPORT**  
**FY 17-18**

<b>SEPTEMBER</b>				<b><u>YTD</u></b>		<b><u>FY 16-17</u></b>	
<b><u>ITEMS SOLD</u></b>	<b><u>TONS</u></b>	<b><u>\$/TON</u></b>	<b><u>TOTAL \$</u></b>	<b><u>TONS</u></b>	<b><u>TOTAL \$</u></b>	<b><u>TONS</u></b>	<b><u>TOTAL \$</u></b>
Cardboard*	110.62	\$197/ <u>82</u>	20578.51	287.19	54,131.09	987.86	143,057.22
NEWS*	24.81	\$60/115	2142.90	91.59	8185.50	261.15	23,631.41
Shred/Books		\$125/\$30				42.80	2510.18
Ferrous Metal*	20.09	\$140.00/ <u>60.00</u>	2611.70	59.12	7224.48	285.33	29,562.25
Aluminum	1	.55/ \$ 1100.00	750.00	2.60	2350.00	3.75	3713.28
Plastic*		\$60/ <u>20</u>		20.40	1800.00	95.13	6,734.00
Electronics	.70	0		3.82		18.85	
ELECTRONICS 2	.77	0		3.32		22.58	
<b>SUB-TOTAL</b>	<b>157.99</b>		<b>26,083.11</b>	<b>468.04</b>	<b>73,691.07</b>	<b>1717.45</b>	<b>209,208.34</b>
Oil		./gal		2.41	0	15.03	0
Tires	29.18	\$0	650.00	101.79	3216.00	403.65	11,047.00
<b>TOTAL</b>	<b>187.17</b>		<b>26,733.11</b>	<b>572.24</b>	<b>76,907.07</b>	<b>2136.13</b>	<b>220,255.34</b>

**YTD Avoided Expense**  
**Adjusted Total**

**ytd = 28325.88**  
**\$ 105,232.95**

YTD Avoided Expense {(YTD Tonnage \$49.50) =28,325.88

**FY COMPARISONS**

**FY 17-18**

**FY 16-17**

<b><u>MONTH</u></b>	<b><u>TOTAL TONNAGE</u></b>	<b><u>TIPPING FEES \$</u></b>	<b><u>RESIDENTIAL COST \$</u></b>	<b><u>TOTAL TONNAGE</u></b>	<b><u>TIPPING FEES \$</u></b>	<b><u>RESIDENTIAL COST \$</u></b>
<b>JUL.</b>	846.87	41,638.07		819.06	39,847.46	
<b>AUG.</b>	873.38	43,232.30		835.67	40,655.55	
<b>SEPT.</b>				728.70	35,451.45	
<b>OCT.</b>				753.58	36,661.87	
<b>NOV.</b>				755.64	36,762.03	
<b>DEC.</b>				837.77	40,757.67	
<b>JAN.</b>				856.64	41,675.75	
<b>FEB.</b>				698.18	33,966.45	
<b>MAR.</b>				794.23	38,639.42	
<b>APR.</b>				751.35	36,553.40	
<b>MAY</b>				925.89	45044.75	
<b>JUN.</b>				884.62	43,038.34	
<b>TOTAL</b>				<b><u>9641.33</u></b>	<b><u>469,064.14</u></b>	

(Attachment B)

Franklin Co Finance  
Statement of Expenditures One Line  
October 2017

Fund : 116 Solid Waste/ Sanitation

Account Number	Account Description	Budget Amount	Budget Amendments	Amended Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Outstanding Encumbrances	Unencumbered Balance	% Of Budget Exp
<b>55720</b>	<b>Sanitation Education/Information</b>								
302	Advertising	(2,100.00)	0.00	(2,100.00)	0.00	0.00	0.00	(2,100.00)	0.00%
499	Other Supplies And Materials	(200.00)	0.00	(200.00)	0.00	75.00	0.00	(125.00)	37.50%
<b>Total 55720</b>	<b>Sanitation</b>	<b>(2,300.00)</b>	<b>0.00</b>	<b>(2,300.00)</b>	<b>0.00</b>	<b>75.00</b>	<b>0.00</b>	<b>(2,225.00)</b>	<b>3.26 %</b>
<b>55732</b>	<b>Convenience Centers</b>								
149	Laborers	(197,000.40)	0.00	(197,000.40)	0.00	43,514.47	0.00	(153,485.93)	22.09%
201	Social Security	(12,350.40)	0.00	(12,350.40)	0.00	2,697.94	0.00	(9,652.46)	21.84%
210	Unemployment Compensation	(2,200.00)	0.00	(2,200.00)	0.00	350.18	0.00	(1,849.82)	15.92%
212	Employer Medicare Liability	(2,888.20)	0.00	(2,888.20)	0.00	630.93	0.00	(2,257.27)	21.85%
299	Other Fringe Benefits	(2,200.00)	0.00	(2,200.00)	0.00	0.00	0.00	(2,200.00)	0.00%
307	Communication	(10,250.00)	0.00	(10,250.00)	0.00	1,859.61	0.00	(8,390.39)	18.14%
335	Maintenance And Repair Services-Buildings	(8,000.00)	0.00	(8,000.00)	0.00	2,239.50	686.64	(5,073.86)	36.58%
336	Maintenance And Repair Services-Equipmen	(17,293.00)	0.00	(17,293.00)	0.00	0.00	0.00	(17,293.00)	0.00%
399	Other Contracted Services	(5,000.00)	0.00	(5,000.00)	0.00	1,050.00	3,250.00	(700.00)	86.00%
452	Utilities	(13,500.00)	0.00	(13,500.00)	0.00	2,223.13	0.00	(11,276.87)	16.47%
499	Other Supplies And Materials	(4,500.00)	0.00	(4,500.00)	0.00	349.99	355.97	(3,794.04)	15.69%
599	Other Charges	(1,000.00)	0.00	(1,000.00)	0.00	0.00	0.00	(1,000.00)	0.00%
733	Solid Waste Equipment	(24,000.00)	0.00	(24,000.00)	0.00	0.00	0.00	(24,000.00)	0.00%
799	Other Capital Outlay	(20,000.00)	0.00	(20,000.00)	0.00	0.00	0.00	(20,000.00)	0.00%
<b>Total 55732</b>	<b>Convenience Centers</b>	<b>(320,182.00)</b>	<b>0.00</b>	<b>(320,182.00)</b>	<b>0.00</b>	<b>54,915.75</b>	<b>4,292.61</b>	<b>(260,973.64)</b>	<b>18.49 %</b>
<b>55733</b>	<b>Transfer Stations</b>								
105	Supervisor/Director	(63,914.00)	0.00	(63,914.00)	0.00	15,978.42	0.00	(47,935.58)	25.00%
106	Deputy(Ies)	(34,632.00)	0.00	(34,632.00)	0.00	7,356.00	0.00	(27,276.00)	21.24%
141	Foremen	(46,426.00)	0.00	(46,426.00)	0.00	9,408.00	0.00	(37,018.00)	20.26%
145	Equipment Operators-Light	(79,290.00)	0.00	(79,290.00)	0.00	16,772.83	0.00	(62,517.17)	21.15%
147	Truck Drivers	(195,062.00)	0.00	(195,062.00)	0.00	40,881.84	0.00	(154,180.16)	20.96%
149	Laborers	(24,544.00)	0.00	(24,544.00)	0.00	7,152.21	0.00	(17,391.79)	29.14%
169	Part-time Employee	(14,160.00)	0.00	(14,160.00)	0.00	1,606.84	0.00	(12,553.16)	11.35%
184	Educational Incentive - Co. Official/Admin O	(850.00)	0.00	(850.00)	0.00	0.00	0.00	(850.00)	0.00%
185	Educational Incentive - Other County Emplo	(850.00)	0.00	(850.00)	0.00	0.00	0.00	(850.00)	0.00%
186	Longevity	(1,740.00)	0.00	(1,740.00)	0.00	1,260.00	0.00	(480.00)	72.41%
187	Overtime Pay	(2,500.00)	0.00	(2,500.00)	0.00	664.89	0.00	(1,835.11)	26.60%
189	Other Salaries & Wages	(1,200.00)	0.00	(1,200.00)	0.00	591.95	0.00	(608.05)	49.33%
201	Social Security	(28,995.00)	0.00	(28,995.00)	0.00	6,076.88	0.00	(22,918.12)	20.96%
204	Pensions	(65,489.00)	0.00	(65,489.00)	0.00	13,264.44	0.00	(52,224.56)	20.25%
206	Life Insurance	(562.00)	0.00	(562.00)	0.00	185.25	0.00	(376.75)	32.96%

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Franklin Co Finance  
Statement of Expenditures One Line  
October 2017

User:  
Date/Time:

Jenny Phillips  
10/2/2017 4:22 PM  
Page 2 of 3

Fund : 116 Solid Waste/Sanitation

Account Number	Account Description	Budget Amount	Budget Amendments	Amended Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Outstanding Encumbrances	Unencumbered Balance	% Of Budget Exd
55733	Transfer Stations								
207	Medical Insurance	(82,440.00)	0.00	(82,440.00)	0.00	16,504.02	0.00	(65,935.98)	20.02%
210	Unemployment Compensation	(1,401.00)	0.00	(1,401.00)	0.00	32.43	0.00	(1,368.57)	2.31%
212	Employer Medicare Liability	(6,781.00)	0.00	(6,781.00)	0.00	1,421.22	0.00	(5,359.78)	20.96%
299	Other Fringe Benefits	(2,500.00)	0.00	(2,500.00)	0.00	0.00	0.00	(2,500.00)	0.00%
307	Communication	(1,400.00)	0.00	(1,400.00)	0.00	239.04	0.00	(1,160.96)	17.07%
309	Contracts With Government Agencies	(493,749.00)	250.00	(493,499.00)	0.00	86,870.37	379,129.63	(27,499.00)	94.43%
312	Contracts With Private Agencies	(50,000.00)	0.00	(50,000.00)	0.00	7,669.40	35,275.60	(7,055.00)	85.89%
320	Dues And Memberships	(300.00)	0.00	(300.00)	0.00	0.00	0.00	(300.00)	0.00%
334	Maintenance Agreements	(1,000.00)	(250.00)	(1,250.00)	0.00	575.39	674.61	0.00	100.00%
335	Maintenance And Repair Services-Buildings	(5,000.00)	0.00	(5,000.00)	0.00	1,504.99	584.07	(2,910.94)	41.78%
336	Maintenance And Repair Services-Equipmen	(17,000.00)	0.00	(17,000.00)	0.00	5,203.16	2,797.50	(8,999.34)	47.06%
338	Maintenance And Repair Services-Vehicles	(9,000.00)	0.00	(9,000.00)	0.00	2,093.03	577.00	(6,329.97)	29.67%
347	Pest Control	(1,000.00)	0.00	(1,000.00)	0.00	150.00	750.00	(100.00)	90.00%
348	Postal Charges	(160.00)	0.00	(160.00)	0.00	0.00	0.00	(160.00)	0.00%
355	Travel	(2,600.00)	0.00	(2,600.00)	0.00	2,284.59	55.00	(260.41)	89.98%
361	Permits	(75.00)	0.00	(75.00)	0.00	0.00	75.00	0.00	100.00%
412	Diesel Fuel	(24,000.00)	0.00	(24,000.00)	0.00	4,783.24	19,216.76	0.00	100.00%
418	Equipment And Machinery Parts	(22,000.00)	0.00	(22,000.00)	0.00	0.00	0.00	(22,000.00)	0.00%
424	Garage Supplies	(6,200.00)	0.00	(6,200.00)	0.00	60.39	0.00	(6,139.61)	0.97%
425	Gasoline	(2,800.00)	0.00	(2,800.00)	0.00	650.54	1,949.46	(200.00)	92.86%
433	Lubricants	(3,500.00)	0.00	(3,500.00)	0.00	159.50	419.00	(2,921.50)	16.53%
435	Office Supplies	(2,500.00)	0.00	(2,500.00)	0.00	323.04	300.00	(1,876.96)	24.92%
450	Tires And Tubes	(10,000.00)	0.00	(10,000.00)	0.00	3,546.14	510.00	(5,943.86)	40.56%
451	Uniforms	(2,500.00)	0.00	(2,500.00)	0.00	0.00	1,656.75	(843.25)	66.27%
452	Utilities	(11,500.00)	0.00	(11,500.00)	0.00	2,573.69	78.86	(8,847.45)	23.07%
453	Vehicle Parts	(7,500.00)	0.00	(7,500.00)	0.00	1,382.75	2,037.48	(4,079.77)	45.60%
499	Other Supplies And Materials	(17,000.00)	0.00	(17,000.00)	0.00	4,131.92	6,938.66	(5,929.42)	65.12%
524	Inservice/Staff Development	(1,500.00)	0.00	(1,500.00)	0.00	637.90	0.00	(862.10)	42.53%
599	Other Charges	(500.00)	0.00	(500.00)	0.00	0.00	0.00	(500.00)	0.00%
733	Solid Waste Equipment	(73,000.00)	0.00	(73,000.00)	0.00	6,075.00	0.00	(66,925.00)	8.32%
<b>Total 55733</b>	<b>Transfer Stations</b>	<b>(1,419,120.00)</b>	<b>0.00</b>	<b>(1,419,120.00)</b>	<b>0.00</b>	<b>270,071.30</b>	<b>453,025.38</b>	<b>(696,023.32)</b>	<b>50.95 %</b>
55770	Postclosure Care Costs								
312	Contracts With Private Agencies	(13,000.00)	0.00	(13,000.00)	0.00	0.00	9,013.00	(3,987.00)	69.33%
<b>Total 55770</b>	<b>Postclosure Care Costs</b>	<b>(13,000.00)</b>	<b>0.00</b>	<b>(13,000.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>9,013.00</b>	<b>(3,987.00)</b>	<b>69.33 %</b>

Template Name: LGC DEFINED -  
 Created by: LGC

Franklin Co Finance  
 Statement of Expenditures One Line  
 October 2017

User: Jenny Phillips  
 Date/Time: 10/2/2017 4:22 PM  
 Page 3 of 3

Fund : 116 Solid Waste/Sanitation

Account Number	Account Description	Budget Amount	Budget Amendments	Amended Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Outstanding Encumbrances	Unencumbered Balance	% Of Budget
<b>58400</b>	<b>Other Charges</b>								<b>Exd</b>
340	Medical And Dental Services	(500.00)	0.00	(500.00)	0.00	0.00	0.00	(500.00)	0.00%
502	Building And Contents Insurance	(13,689.00)	0.00	(13,689.00)	0.00	13,688.50	0.00	(0.50)	100.00%
506	Liability Insurance	(15,970.00)	0.00	(15,970.00)	0.00	15,969.92	0.00	(0.08)	100.00%
507	Medical Claims	(5,000.00)	0.00	(5,000.00)	0.00	0.00	0.00	(5,000.00)	0.00%
510	Trustee's Commission	(34,500.00)	0.00	(34,500.00)	0.00	451.47	0.00	(34,048.53)	1.31%
511	Vehicle And Equipment Insurance	(17,000.00)	0.00	(17,000.00)	0.00	15,969.91	0.00	(1,030.09)	93.94%
513	Workman's Compensation Insurance	(11,000.00)	0.00	(11,000.00)	0.00	3,548.88	0.00	(7,451.12)	32.26%
516	Other Self-Insured Claims	(2,000.00)	0.00	(2,000.00)	0.00	0.00	0.00	(2,000.00)	0.00%
599	Other Charges	(500.00)	0.00	(500.00)	0.00	0.00	250.00	(250.00)	50.00%
<b>Total 58400</b>	<b>Other Charges</b>	<b>(100,159.00)</b>	<b>0.00</b>	<b>(100,159.00)</b>	<b>0.00</b>	<b>49,628.68</b>	<b>250.00</b>	<b>(50,280.32)</b>	<b>49.80 %</b>
<b>99100</b>	<b>Transfers Out</b>								
590	Transfers To Other Funds	(48,803.00)	0.00	(48,803.00)	0.00	0.00	0.00	(48,803.00)	0.00%
<b>Total 99100</b>	<b>Transfers Out</b>	<b>(48,803.00)</b>	<b>0.00</b>	<b>(48,803.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(48,803.00)</b>	<b>0.00 %</b>
<b>Total For Fund:</b>	<b>116</b>	<b>(1,903,564.00)</b>	<b>0.00</b>	<b>(1,903,564.00)</b>	<b>0.00</b>	<b>374,690.73</b>	<b>466,580.99</b>	<b>(1,062,292.28)</b>	<b>44.19 %</b>

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

58300

VETERANS SERVICE OFFICE QUARTERLY REPORT

July - September 2017

	July	Aug	Sept	TOTAL
Assistance Over the Phone	363	458	338	1159
Office Visits	132	219	123	474
Claims and Correspondence Filed on behalf of Veterans & Dependents	116	118	112	346
<b>Total Assistance Provided to Veterans &amp; Dependents</b>	<b>611</b>	<b>795</b>	<b>573</b>	<b>1979</b>
Home Visits & Outreaches	11	10	12	33
Veteran Service Officer Training (hours) --- Webinar training has been added along with training in Nashville	10	12	28	50
Veterans That Were Provided Help For Groceries, Utilities, Lodging, etc.	2	2	1	5
Trips Paid for Veterans on FC Public Transportation	4	6	4	14
Mileage	142	164	315	621

BOBBY CLARK  
 Veterans Service Officer

Resolution# 8a-1017

**A RESOLUTION AMENDING THE FRANKLIN CO BOARD OF EDUCATION GENERAL PURPOSE SCHOOL BUDGET OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2018**

**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 General Purpose School Budget Fund,

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

		Revenue (Debit)	Expenditure (Credit)
<b>Undesignated Fund Balance</b>	39000	\$ 200,000.00	
Building Improvements	76100-707 Hunt		\$ 200,000.00
<b>Huntland's Gym Roof</b>		<b>\$ 200,000.00</b>	<b>\$ 200,000.00</b>
<b>Instructional Software</b>	71100-471 (124)	\$ 114,718.56	
Other Charges (Radios)	72130-599 CO (601)		\$ 10,000.00
Instructional Supplies	71100-429 CO (220)		\$ 7,000.00
Other Charges	72320-599		\$ 97,718.56
		<b>\$ 114,718.56</b>	<b>\$ 114,718.56</b>
<b>Other Supplies</b>	73300-499 (130)	\$ 2,376.00	
Indirect Cost	73300-504 (130)		\$ 1.00
Other Charges	73300-599 (130)		\$ 2,375.00
<b>Community Prevention Grant</b>		<b>\$ 2,376.00</b>	<b>\$ 2,376.00</b>
<b>Other Direct Federal Revenue</b>	47990 (330)	\$ 125,000.00	
Other Salaries	73300-189 (330)		\$ 45,000.00
Insurance Bonus	73300-188 (330)		\$ 722.00
Social Security	73300-201 (330)		\$ 2,790.00
Retirement	73300-204 (330)		\$ 5,931.00
Health Insurance	73300-207 (330)		\$ 6,028.00
Medicare	73300-212 (330)		\$ 652.00
LTD	73300-299 (330)		\$ 369.00
Travel	73300-355 (330)		\$ 19,742.00

Contracted Services	73300-399 (330)	\$	12,000.00
Other Supplies	73300-499 (330)	\$	18,527.00
Other Charges	73300-599 (330)	\$	11,039.00
Indirect Cost	73300-504 (330)	\$	2,200.00
<b>DRC Grant @ Campora (10/01/17-09/30/18)</b>		<b>\$</b>	<b>125,000.00</b>
		<b>\$</b>	<b>125,000.00</b>

(To be Approved by BOE 10/12/17)

(Send to Co Comm 10/16/17)

Attest:

*Phillip Custer*

Phillip Custer, County Clerk

*Eddie Clark*

Eddie Clark, Honorable Chairman of the Commission

*R. H. Stewart*

Richard Stewart, County Mayor

**RESOLUTION SPONSORED BY:**

Clark & Finney

**MOTION TO ADOPT:**

Finney

**SECOND BY:**

Van Buskirk

**VOTES:**

AYES 15 NAYS 0

**DECLARATION:**

Approved



**RESOLUTION # 86-1017**  
**APPROVING CONTRACTED SERVICES AGREEMENT**  
**BETWEEN FRANKLIN COUNTY, TENNESSEE AND SIMPLEX GRINNELL**

**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 Sheriff to enter into a multi-year contracted agreement with Simplex Grinnell in order to obtain an adequate service and price for the services of Fire Alarm & Sprinkler System maintenance and testing at the Franklin County Jail; and

**WHEREAS**, Franklin County has existing contracted agreements with this company and the County well pleased with the services being performed; 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 2<sup>nd</sup> day of October 2017.

  
\_\_\_\_\_  
Eddie Clark  
Honorable Chairman to the Commission

  
\_\_\_\_\_  
Richard Stewart  
Honorable County Mayor

ATTEST:

  
\_\_\_\_\_  
Phillip Custer, Franklin County Clerk

RESOLUTION SPONSORED BY: Finney & Clark

MOTION TO ADOPT: Goodman SECOND BY: Hughes

Vote: Ayes 15 Nays 0 Pass  
Approved

**Customer:**  
Franklin County Jail  
**Date:** 22-SEP-17  
**Proposal #:**590259  
**Term:**01-SEP-17 to 31-AUG-22

**Billing Customer:**  
Franklin County Jail  
420 Wilton Cir  
WINCHESTER, TN 37398-2590

**Service Location:**  
Franklin County Jail  
420 Wilton Cir  
WINCHESTER, TN 37398-2590

**SimplexGrinnell**  
**Sales Representative:**  
Frank Mitchell  
3200 N HAWTHORNE ST  
CHATTANOOGA, TN 37406-0686  
RMitchell@simplexgrinnell.com

**INVESTMENT SUMMARY**

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
Fire Alarm Test & Inspect			
FARADY PROGRAMMABLE FIRE ALARM SYSTEM			
Main Fire Alarm Panel	1	Annual	
Smoke Detector Conventional	4	Annual	
Heat Detector Restorable	1	Annual	
Pull Station	5	Annual	
Audio-Visual Notification Conventional	52	Annual	
<b>Fire Alarm Test &amp; Inspect Total:</b>			<b>\$757.35</b>
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual	
<b>Sprinkler Test &amp; Inspect Total:</b>			<b>\$150.00</b>
<b>Total Recurring Annual Investment:</b>			<b>\$907.35</b>

## SUMMARY OF SERVICES

### **Fire Alarm Test & Inspect - FARADY PROGRAMMABLE FIRE ALARM SYSTEM**

#### TEST AND INSPECTION:

Our trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

#### DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

### **Sprinkler Test & Inspect - WET SPRINKLER SYSTEM**

#### TEST AND INSPECTION:

Our trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

#### DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual Wet pipe sprinkler test & inspect includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by SimplexGrinnell LP ("Company") to **Franklin County Jail** and is effective **01-SEP-17** to **31-AUG-22** (the "Initial Term").

**PAYMENT TERM:** *Annual In Advance*

**PAYMENT AMOUNT:**

\$907.35

- **Proposal # :** 590259

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

**Franklin County Jail**

**SimplexGrinnell**

Signature: \_\_\_\_\_

Frank Mitchell

Print Name: \_\_\_\_\_

Phone #: 423-903-7236

Title: \_\_\_\_\_

Fax #: \_\_\_\_\_

Phone#: \_\_\_\_\_

License #: \_\_\_\_\_  
(If Applicable)

Fax #: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

PO#: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

**1. Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term, each and together a "Term" of this Agreement, unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

**2. Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth in this Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on site at Customer's premises shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§

441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m.), Monday through Friday, excluding Company holidays, as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**9. Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such services apply only to the components or equipment of the

Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**11. System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**12. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

**14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**15. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**16. Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to

contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

**17. Monitoring Services.** If Customer has selected Monitoring services, the following shall apply to such services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**B. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

**IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

**C. Indemnity, Insurance.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**D. No modification.** Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

**F. Communication Facilities.**

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third party service, equipment or facility be required to perform the Monitoring services set forth in this

Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

**G. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**H. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for



which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

**18. Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

**19. Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

**20. Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**21. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**22. Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

**23. Force Majeure, Exclusions.** Company shall not be responsible for delays, interruption or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

**24. Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

**25. Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion

upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**26. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**27. Default.** An Event of Default shall include 1) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, 2) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 3) abuse of the System or the Equipment, 4) failure by Customer to observe, keep or perform any term of this Agreement; 5) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**28. One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, Agreement, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**29. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

**30. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**31. Headings.** The headings in this Agreement are for convenience only.

**32. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**33. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

**34. Legal Fees.** Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**35. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at [www.simplexgrinnell.com](http://www.simplexgrinnell.com) or contact your local SimplexGrinnell office.



**VOLUNTEER WIRELESS, LLC. d/b/a  
BLTV  
FRANCHISE AGREEMENT**

WHEREAS, Volunteer Wireless LLC, d/b/a BLTV has requested a renewal of the existing franchise to own and operate a cable television system in Franklin County, Tennessee; and

WHEREAS, the Cable Television Act of 1977 enacted by the Tennessee Legislature, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, enacted by the Congress of the United States provide that each operator of a cable television system must have a franchise issued in order to provide cable television service within a jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, that the Franklin County Board of Commissioners of Franklin County, Tennessee, adopt the following resolution in order to provide a consistent format which the County Commission shall utilize when contracting with companies desiring to construct, own, and operate a cable television system within the town of Franklin County, Tennessee, as follows:

**Section 1  
DEFINITIONS**

For the purpose of this Resolution, the following terms, phrases, words, and their derivations shall have the meanings given herein, unless the context clearly indicates that another meaning is intended. The word "shall" is always mandatory, and not merely directory:

- A. **County.** "County" shall mean the County of Franklin.
- B. **State.** "State" shall mean the State of Tennessee.
- C. **County Mavor.** " County Mayor" shall mean the existing or succeeding Chief Executive Officer of the County, or his/her designee.
- D. **County Commission; Commission.** " County Commission" or "Commission" shall mean the present governing body of the County or any successor to the legislative powers of the present County Commission.
- E. **County Clerk.** " County Clerk" shall mean the existing or succeeding Clerk of the County Commission of Franklin County, Tennessee.

F. **Franchise.** "Franchise" shall mean the permission, license, or authorization given hereunder to construct, operate, and maintain a Cable Television System in the County.

G. **Franchisee.** "Franchisee" shall mean Volunteer Wireless LLC, d/b/a BLTV or any successors, transferees, or assignees of such Franchisee.

H. **Cable Act.** "Cable Act" shall mean the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996.

I. **Federal Communications Commission; FCC.** "Federal Communications Commission" or "FCC" shall mean that administrative agency of the Federal government responsible for cable television regulation on a national level, or its lawful successor.

J. **Cable Television System.** "Cable Television System" means (i) a system of coaxial cables, fiber optic cables, or other electrical conductors and equipment used or to be used primarily to receive or transmit video programming, radio signals, or other programming, originated directly or indirectly or taken off the air, from a broadcast tower, towers, or satellite, and to transmit them to the subscribers for a fee and (ii) subscriber interaction, if any, which is required for the selection of such video programming or other programming service. "Cable System" shall not include telephone service, internet access services or any type of satellite television or internet services.

K. **NEC.** "NEC" shall mean the National Electric Code.

L. **NESC.** "NESC" shall mean the National Electric Safety Code.

M. **Application.** "Application" shall include all written communications, in whatever form, made by the Franchisee to the County concerning the construction, rendition of services, maintenance, or any other matter pertaining to the Cable Television System contemplated herein.

N. **Person.** "Person" shall mean any person, firm, partnership, association, corporation, Franchisee, or organization of any kind.

O. **Subscriber.** "Subscriber" shall mean a purchaser of any service delivered over the system to an individual dwelling unit or of service to be utilized in connection with a business, trade, or possession.

P. **Resolution.** "Resolution" as used herein shall include this Resolution and as the same from time to time may be amended.

Q. **Gross Annual Revenues.** "Gross Annual Revenues" shall mean all compensation derived directly and indirectly by the Franchisee, or its subsidiaries, from or in connection with the operation of the Cable Television System pursuant to this Resolution, including, but not limited to, gross annual basic cable service receipts, gross annual premium channels receipts, all other cable television service receipts, gross annual advertising receipts, installation and reconnection fees, and converter and other equipment rentals, and expanded basic service tiers, pay-per-view, equipment sales, late fees, and compensation derived from programmers for the launch of new services, provided, however, that this shall not include any taxes on services furnished by the Franchisee herein, imposed directly upon subscriber or user by the State, County, or other governmental entity and collected by the Franchisee on behalf of said governmental unit.

R. **Street.** "Street" shall mean the surface of and the space above and between any public street, road, highway, freeway, lane, path, public way or place, alley, court, sidewalk, boulevard, parkway, drive, or other easement now or hereafter held by the County for the purpose of public travel and shall include such other easements or rights-of-way as shall be now held or hereafter held by the County which shall, within their proper use and meaning,

entitle the County and its Franchisee to the use thereof for the purpose of installing or transmitting Cable Television System transmission over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a Cable Television System.

S. **Franchise Area.** "Franchise Area" is the present territorial limits of Franklin County, Tennessee, and for any area henceforth added thereto during the term of this Franchise.

**Section 2  
FRANCHISE AGREEMENT**

There is hereby granted to Volunteer Wireless, LLC. d/b/a BLTV, by the County of Franklin, and the County Mayor and the Franklin County Commission is hereby authorized to execute a contract providing for, the right, privilege and Franchise to construct, operate, maintain and upgrade a Cable Television System within the franchise area as herein defined, for a period of ten (10) years from the effective date of the contract with the County based on this Resolution, subject to the conditions and restrictions as hereinafter provided. Said contract may be renewed by the County for subsequent additional ten (10) year periods if such renewal is made in writing and in compliance with applicable state and federal laws.

**Section 3  
AUTHORITY NOT EXCLUSIVE**

A. The right to use and occupy said franchise area is defined in Section 1 herein for the purposes herein set forth shall not be exclusive, and the County reserves the right to grant a similar use of said franchise area to any person or entity at any time during the period of this Franchise, in accordance with Title 7, Chapter 59, Part 201 of the Tennessee Code Annotated and other applicable federal and state law and guidelines.

B. If any other person enters into a substantially similar franchise agreement with the County that includes terms or provisions that are more favorable to that person than the terms hereof or are in addition to the terms hereof, those terms or provisions shall be added, at the option of the Franchisee, to this franchise, and the County shall be bound and obligated thereby as if such term(s) and/or provisions were set forth and fully included herein.

#### **Section 4 GRANT TO USE STREETS**

A. The County grants to Franchisee, its successors and assigns, the right to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof, and additions thereto, in the County, poles, wires, cables, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the County of a cable system for the interception, retransmission, sale, and distribution of television signals, radio, data, or other electronic signals, as may be deemed appropriate by Franchisee, upon the limitations, terms and condition contained in this Resolution, as the same may be from time to time amended, and such right and franchise shall be ten (10) years in duration, subject only to such limitations as are now or as hereinafter may be provided by law.

B. The right to use and occupy said streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive, and the County has previously granted and hereby reserves the right to grant a similar use of said streets, alleys, public ways, and places to any person at any time during the period of this franchise.

C. In consideration of the rights granted, the County has the right to fasten, suspend, and maintain on the poles of the Franchisee, its successors and assigns, all wire the County requires for fire alarm and police purposes.

**Section 5**  
**CONDITIONS OF STREET OCCUPANCY**

A. All poles, lines, guys, cables, conduit, wires, or other appurtenances and appendages thereto used by the Franchisee under, along, over or across any streets, avenues, roads, alleys, bridges, and other public ways of the County shall be so located as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable conveniences of property owners who adjoin any of the said streets, alleys, or other public ways and places.

B. In case of any disturbance by the Franchisee of pavement, sidewalk, driveway or other surfacing, the Franchisee shall, at its own cost and expense and in a manner approved by the Administrator or Superintendent of Roads, replace and restore all paving, sidewalk, driveway or surface of any street or alleys disturbed, in as good condition as before said work was commenced, and shall maintain the restoration in an approved condition for a period of one (1) year, except for damages due to actions of others subsequent to the restoration. However, should Franchisee fail to do so after thirty (30) calendar days notice in writing to said Franchisee by the County Mayor or his designate of said County, the County may repair and replace such portions of the sidewalk or street or other public places that may have been disturbed by said Franchisee and the cost of the same plus a sum equal to fifteen percent (15%) of said cost to defray administration and engineering costs shall be paid by the Franchisee to the County.

C. Whenever any person obtains permission from the County to move any building or structure, Franchisee shall, upon five (5) days written notice, raise or remove wires or conductors to permit the free passage of the building. If Franchisee refuses to comply with the notice, the Road Superintendent shall, upon proof of notice, raise the wires or conductors at Franchisee's expense.

D. In the event that at any time during the period of this franchise the County shall lawfully elect to alter or change the grade of any street, alley, or other public way, the Franchisee, upon reasonable notice by the County, shall make any necessary removals relaying and relocations of its lines and all appurtenances and appendages thereto at its own expense.

E. The Franchisee shall not place cable and poles or any appurtenances and appendages thereto where the same will interfere with any fire hydrant, water main, or sanitary sewer lines. All such poles, lines, cable, guys, wires, conduits, or other fixtures placed in any street, when feasible, shall be placed at the outer edge of the right-of-way and inside the curb line, and those placed in alleys shall be placed close to the line of the lot abutting on said alley, and then in such a manner as not to interfere with the usual travel on said streets, alleys and public ways.

**Section 6  
COMPLIANCE WITH APPLICABLE LAW AND RESOLUTIONS**

A. The Franchisee shall, at all times during the life of this franchise, be subject to all lawful exercise of the police power by the County, and to such reasonable regulations as the County has or shall hereinafter by resolution or ordinance provide.

B. Franchisee shall be subject to lawful regulations heretofore or hereafter adopted by the Federal Communications Commission and should it now be or hereafter become subject to the jurisdiction of any other commission then also to the lawful rules and regulations adopted by such commission and also to the lawful rules and regulations adopted by any similar federal commission or state regulatory body having jurisdiction. If the Franchisee shall fail to comply with any material federal and/or state statute, rules, regulations, orders or conditions lawfully vested under federal law in any federal regulatory body and/or rules, regulations, orders and conditions lawfully vested in the County, the County shall have the right to terminate or cancel any franchise granted hereunder after written notice to the Franchisee to correct such failure

or default and such failure and defaults shall continue for a period of time specified in such notice, not less than ninety (90) days.

**Section 7**  
**GENERAL INDEMNIFICATION AND LIABILITY INSURANCE**

A. It is expressly understood and agreed by and between the Franchisee and the County that the Franchisee shall hold the County harmless from all loss sustained by the County on account of any suit, judgment, execution, claim, or demand whatsoever, resulting from negligence on the part of the Franchisee in the construction, operation, or maintenance of its Cable Television System and/or video programming services in the County. The County shall notify the Franchisee's representative in the County within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the County on account of any negligence as aforesaid on the part of the Franchisee.

B. Franchisee hereby agrees annually to furnish to the County evidence of insurance necessary to protect the County. The amounts of such insurance to be carried for liability due to property damage shall be a minimum of \$250,000 as to any one occurrence; and against liability due to injury to or death of person, a minimum of \$500,000 as to any one person and a minimum of \$1,000,000 as to any one occurrence.

**Section 8**  
**APPROVAL OF TRANSFER**

The Franchisee shall not sell or transfer its plant or system covered by this franchise to another, nor transfer any rights under this franchise to another without the approval of the Franklin County Commission, approval will not be unreasonably withheld. Provided, that no sale or transfer shall be effective until the vendee, assignee, or lessee has filed in the office of the County Recorder an instrument, duly executed, reciting the fact of such sale, assignment, or lease, accepting the terms of the franchise and agreeing to perform all the conditions thereof.



**Section 9**  
**SYSTEM CAPACITY**

A. The system shall be capable of continuous twenty-four (24) hour daily operation without severe material degradation of signal except during extremely inclement weather or immediately following storms that adversely affect utility services or damage major system components.

B. The system shall use equipment generally used in high quality, reliable, modern systems of similar design, including but not limited to, back-up power supplies capable of providing power for a reasonable period of time. The obligation to provide back-up power supplies requires the Franchisee to install equipment that will (1) cut in automatically on failure of commercial utility AC power, (2) revert automatically to commercial standby power when it is restored, and (3) prevent the standard power source from powering a "dead" utility line. In addition, the design and construction of the system shall include appropriate equipment that will permit and is capable of passing through the signals received at the headend without substantial alteration or deterioration.

C. All system connectors, external waterproofing, system expansion loops, drops and grounding shall be in compliance with the applicable NEC and NESC codes. Any variations in place from construction under the prior franchise shall be corrected during routine maintenance and replacement.

**Section 10**  
**CUSTOMER SERVICE AND SIGNAL QUALIFY REQUIREMENTS**

The Franchisee shall:

(a) Comply with the technical standards provided by the Federal Communications Commission at 47 C.F.R. 76.601 through 76.609, as from time to time amended.

(b) Limit failures which leave five or more subscribers with no cable service to a minimum by locating and correcting such malfunctions properly and promptly, but in no event longer than twenty-four (24) hours after notice unless prevented by an act of God.

(c) In the case of any outage from any cause in which one or more customers are completely without cable service for 24 hours or more, the Franchisee shall calculate a pro rata reduction in the charge for cable service, to be itemized and included in the next regular bill to the customer(s) involved.

(d) Comply with the Customer Service and Consumer Protection Standards at 47 C.F.R. 76.309, as from time to time amended by the Federal Communications Commission.

**Section 11**  
**SERVICE EXTENSION**

The Cable Television System as contemplated herein shall be installed and maintained in accordance with the accepted industry standards and will meet all applicable technical standards of the Federal Communications Commission. The Cable Television System will be provided in the Franchise Area within the Ben Lomand Telephone service area. The number of miles will be calculated starting at the closest point of the activated cable system where the extension must be connected and will continue until reaching within 300 feet of the dwelling unit.

**Section 12**  
**FILING AND COMMUNICATIONS WITH REGULATORY AGENCIES**

Copies of all petitions, applications, registrations, and responses to complaints submitted by the Franchisee to the Federal Communications Commission shall also be submitted to the County if requested. The County shall take all precautions to keep this information proprietary and confidential.

**Section 13**  
**PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS CHANNELS**  
**AND EMERGENCY BROADCAST SERVICES REQUIRED**

The Franchisee shall reserve time on a minimum of one channel for public, educational, and governmental (PEG) access use. With prior approval of the County, such channel(s) may be used by the Franchisee for other purposes when not required by PEG users. The Franchisee shall make available to PEG users, subject to advance scheduling and during the Franchisee's normal business hours, any studio facilities or equipment it may have at no charge.

**Section 14**  
**BROADCAST SERVICES**

The Franchisee shall provide, but without charge and subject to the rules and regulations of the Federal Communications Commission, public emergency broadcast capabilities whereby the County can interrupt service on all channels in order to make such public emergency communications as it deems necessary.

**Section 15**  
**RIGHTS IN FRANCHISE**

A. The right is hereby reserved to the County to adopt, in addition to the provisions herein contained and existing applicable resolutions and/or ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulations, by resolution or ordinance or otherwise, shall be reasonable, and not in conflict with the rights herein granted, and shall not be in conflict with the laws of the State of Tennessee.

B. The County shall have the right to supervise all construction and installation work performed subject to the provisions of this Resolution and to make such inspections as it shall find necessary to ensure compliance with governing Resolutions.

**Section 16**  
**PERMITS**

The Franchisee shall be responsible for all building and construction permit fees and amounts for assessments for special benefits, such as sidewalks, street paving, and similar improvements.

**Section 17**  
**AVAILABILITY OF BOOKS AND RECORDS**

The Franchisee shall fully cooperate in making available at reasonable times, and the County shall have the right to inspect at the Franchisee's office, upon reasonable notice and where reasonably necessary for the enforcement of the Franchise, any mutually agreed upon documents of the Franchisee that either support or reflect Gross Annual Revenues as set out in Section 1 herein and applicable to the Cable Television System, at any time during normal business hours.

**Section 18**  
**FRANCHISE FEE**

In consideration of the terms of this franchise, and in conformity with 47 U.S.C. 542, Franchisee agrees to pay the County a sum of money equal to five percent (5%) of Franchisee's gross annual receipts per year. Such sum shall be payable quarterly, no later than the 20<sup>th</sup> of the month following the end of the quarter. This payment shall be in addition to any other tax or payment owed to the County by Franchisee, including ad valorem or business taxes.

**Section 19**  
**SURRENDER RIGHT**

Franchisee may surrender this franchise at any time upon filing with the County Mayor a written notice of its intention to do so at least six (6) months before the surrender date. On the surrender date specified in the notice, all of the rights and privileges and all of the obligations, duties, and liabilities of the Franchisee in connection with this franchise shall terminate. Further, should the Franchisee and/or its successors and assigns discontinue the business for which this

franchise is granted, all poles, wires, cables, and other devices shall be removed without expense to the County within ninety (90) days after demand for such removal is made by the County.

**Section 20**  
**NOTICES TO FRANCHISEE**

At any time the County Mayor, Commission, members of the Commission, or resident of the County brings an issue regarding this Resolution, agreements or applications thereunder, or the activities of any Franchisee to a meeting or work session of the Commission, the County Administrative Officer will notify Franchisee. Such notification shall take place at least ten (10) days prior to the meeting or work session.

**Section 21**  
**SEVERABILITY**

If any sections, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any Federal or State court or administrative or governmental agency of competent jurisdiction, specifically including the Federal Communications Commission, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**Section 22**  
**FULL FORCE AND EFFECT**

This Resolution shall be in full force and effect from and after its final passage and the publication of this Resolution and/or its caption, the welfare of the public requiring it, and its acceptance by the Franchisee shall be implied from the continued provision of the services described herein after the enactment of this Resolution.

**Section 23  
ACCEPTANCE**

This resolution and its terms and provisions shall be accepted by Franchisee by a written Franchise Agreement executed and acknowledged by Franchisee and filed with the Clerk of the Commission.

All resolutions or parts of resolutions in conflict herewith are hereby repealed.

On adoption by the County Mayor and the Franklin County Board of Commissioners, this Resolution shall be permanently recorded by the Commission as part of the official minutes of the County Commission, and shall have the full force and effect of all resolutions therein recorded.

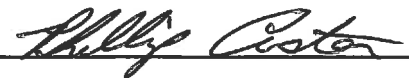
SO ADOPTED, this 16<sup>th</sup> day of October, 2017.

  
\_\_\_\_\_  
Franklin County Mayor

  
\_\_\_\_\_  
Chairperson, County Commission

Sponsored By: Finney & Clark

SO APPROVED, this 16<sup>th</sup> day of October, 2017.

Attested by:   
\_\_\_\_\_  
Phillip Custer, Franklin Co Clerk



## FRANCHISE AGREEMENT

By this FRANCHISE AGREEMENT by and between VOLUNTEER WIRELESS, LLC. d/b/a BLTV ("Franchisee") and FRANKLIN COUNTY ("County"), the Franchisee agrees to accept and abide by the terms and conditions of that certain Resolution adopted on the 16<sup>th</sup> of October, 2017, attached hereto and incorporated herein as Exhibit "A", whereby County did grant to Franchisee a renewal of the existing franchise for the period of ten (10) years to operate a cable television system in Franklin County, Tennessee.

This 16<sup>th</sup> day of October, 2017.

By:   
Chairperson, County Commission

  
Franklin County Mayor

ACCEPTED BY:

VOLUNTEER WIRELESS, LLC.  
d/b/a BLTV

By: \_\_\_\_\_  
Lisa Cope, President

**Franklin County Government Grant Pre-Application Notification Form**

Department or Organization Applying for Grant: Franklin County Farmers Market

Grant/Program Title: Farmers Market Promotion & Retail Grant Program

Grant Beginning Period: February 1, 2017

Grant Ending Period: November 30, 2018

Grant Amount: \$1,000

Funding Agency (i.e. State, Federal, Private):

**Funding Agency Contact Information**

Name: Jan Keyser, Marketing Specialist – TAEP

Address: PO Box 40627, Nashville, TN 37204

Phone: 615-837-5346

Fax: 615-837-5194

Email: Jan.Keyser@tn.gov

Funding Percentage or Match (i.e. 100% or 75%/25%): 100%

Funding Type (Revenue Advanced or Reimbursed): Reimbursed

Ongoing Funding Requirements (Yes/No & Length Required): No

Indirect Cost Availability (Yes/No): No

Grant Beneficiary: Franklin County General Government – Farmers Market

Purpose of Grant: Purchase 8 – 60" Ceiling fans for air circulation for a better shopping environment for Customers and vendors. Approximate cost \$1,524.50

Person/Dept Responsible for Grant Program Management: John Ferrell

Person/Dept Responsible for Reporting Expenditures: Andrea Smith

Person/Dept Responsible for Requesting Revenue Claims: Andrea Smith

Grant Requirements for Continuation of Program or Cooperative Agreements: n/a

Grant Requirements for Equipment, Ownership & Insurance: n/a

Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.: n/a

Grant Requirements for Employment or Contracted Services: n/a

Will this grant add Value to Franklin County's Fixed Assets? (Yes/No): No

Will this grant add Expense to Franklin County's Insurance Expense? (Yes/No): No

Approving Official Signature:

Date: 9/15/17





**Farmers Market Promotion & Retail Grant Program  
Tennessee Agricultural Enhancement Program  
APPLICATION - FY2017-2018  
Deadline: September 15, 2017**

(Please Type or Print Legibly)	
Date: 9/15/17	Office Use Only – Date Received
<b>APPLICANT INFORMATION</b>	
Farmers Market: Franklin County Farmers Market	
Contact: John W. Ferrell	Title: Extension Agent III
Address: 330 Joyce Lane	County: Franklin
City: Winchester	State: TN                      Zip: 37388
Phone: 931-967-2741	Fax: 931-962-2536
E-mail: jferrel2@utk.edu	Website:
Physical location of farmers market: 800 Dinah Shore Blvd, Winchester, TN 37398	
Ownership of property where farmers market is located: Franklin County Government	
<b>PUBLIC ENTITY SUBMITTING GRANT APPLICATION</b>	
Public Entity: Franklin County Government	
Contact: Andrea Smith	Title: Finance Director
Address: PO Box 518 – 851 Dinah Shore Blvd	County: Franklin
City: Winchester	State: TN                      Zip: 37398
Phone: 931.967.1279	Fax: 931.962.1473
E-mail: andreamsmith@franklincountyfinance.com	Website: www.franklincotn.us
Federal Tax ID Number: 62-6000595	Month and day that your organization's fiscal year ends: _06 /30 _
Type of Organization: <input checked="" type="checkbox"/> Government <input type="checkbox"/> Educational <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit <input type="checkbox"/> Other _____	
<b>SUMMARY INFORMATION-EXISTING MARKETS: (Fill in below)</b>	
#Vendors:	54
#TN Farm Product Vendors:	53
Total Annual Vendor Sales:	\$180,000 plus
#Farmers Market Employees and Volunteers:	Full-time:
	Part-time :
	Volunteers:
<b>FUNDING REQUEST SUMMARY</b>	
Brief Description of Projects:	Purchase fans for air circulation for a better shopping environment for customers and vendors.
Amount of Funding Requested:	\$ 1,000
<i>I certify that all the information on this application is complete, true, and factual to the best of my knowledge and belief. I understand that providing any false, fraudulent, or misleading information may result in penalties and/or make this farm/tract ineligible to participate in present and/or future Tennessee Department of Agriculture programs.</i>	
Contact Signature:	Date: 9/15/17
<b>- CONTINUED -</b>	
<b>APPLICATION PROPOSAL – QUESTIONNAIRE &amp; BUDGET</b>	

- ✓ It is recommended that you request an electronic version of this application form and proposal outline. Please send request to [Jan.Keyser@tn.gov](mailto:Jan.Keyser@tn.gov), or call 615-837-5346.
- ✓ Provide a **typed** application proposal addressing each of the following questions in the outline format presented below.
- ✓ **Include the source of cost quote within proposal and attach written cost estimates.**

1. Describe your farmers market.

- a. History/year established
- b. Management overview (dedicated manager or management team, farmers advisory committee or board of directors with significant Tennessee farmer participation)
- c. Describe your market's involvement with the Tennessee Association of Farmers Markets (TAFM)
- d. Organizational goals
- e. Describe how your market is promoted (advertising, events, outreach, website)
- f. Describe the current facilities of your farmers market (structures, parking, restrooms, flooring, climate control, handicap accessibility, permanent signage)

2. Have you applied for funding through the TDA previously?

Year Applied	Program	Project Description	\$Approved/\$Paid
2015	TAEP	Advertising	\$1,000/\$1,000
2013	TAEP	Banners, radio advertising	\$1,000/\$990

3. Describe your proposed project(s).

- a. List each proposed project individually
- b. Indicate how the project(s) will benefit your market's vendors and help increase their farm income

4. Provide a detailed, line-item budget for each proposed activity, using the format presented below.

- Indicate which items will be involved in grant funding
- Include written cost estimates from vendor or source of quote
- **Maximum amount of request is \$1,000**

Item Description	Source of Cost Quote	Cost	Funding Request
Website Development	See attached written cost estimate from Web Elite, Inc.	\$775.00	\$775.00
Brochures (5K)	Bob's Print Shop XXX-XXX-XXXX	\$400.00	\$225.00
<b>Total Amount of Funding Requested:</b>			<b>\$1,000.00</b>

***Only applications that are complete and include sufficient information will be considered for evaluation.***

**Mail To:** TN Dept. of Agriculture  
 Attn: TAEP Farmers Market  
 P.O. Box 40627  
 Nashville, TN 37204

**Contact:** Jan Keyser  
 Marketing Specialist – TAEP  
 (615) 837-5346  
[Jan.Keyser@tn.gov](mailto:Jan.Keyser@tn.gov)

**APPLICATION DEADLINE: SEPTEMBER 15, 2017**



# 2017-2018 TAEP Promotional & Retail Grant Program

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**Name: Franklin County Farmers Market**

1992

Volunteer Managed with elected officers; President, vice-president, Secretary/ Treasurer.

Four market board of directors all volunteers

Newspaper and live radio broadcasts

Market facility and location are excellent for drive by traffic

New 50x150 open air structure constructed in 2015 with excellent access and parking

2 handicap accessible restrooms were completed spring of 2017

Permanent market signs completed 2016

**Describe your market's involvement with the Tennessee Association of Farmers Market (TAFM) None at this time**

## **Organizational goals**

**Describe how your market is promoted (advertising, events, outreach, website)**

Radio, Newspaper, customer appreciation days

**Describe the current facilities of your farmers market (structures, parking, restrooms, flooring, climate control, handicap accessibility, permanent signage)**

Permanent Market building, 2 handicapped accessible restrooms, permanent signage, 10 x12 storage building

**2. If you have applied for funding through TDA previously, please indicate using the format presented below.**

<b>Year Applied</b>	<b>Program</b>	<b>Project Description</b>	<b>\$Approved/\$Paid</b>
2014	TAEP	Capitol Development grant	\$42,000
2015	TAEP	Permeant Signage	\$1,000
2016	TAEP	Green shopping Bags	\$1,000

**3. Describe your proposed project(s).**

## 2017-2018 TAEP Promotional & Retail Grant Program

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### **Purchase 4 reusable shopping carts, Buy 4 fans to be permanently mounted for air circulation**

**List each proposed project individually. Indicate how the project(s) will benefit your market's vendors and help increase their farm income.**

Purchase fans for air circulation for a better shopping environment for customers and vendors.

**4. Provide a detailed, line-item budget for each proposed activity, using the format presented below.** Indicate which items will be involved in grant funding. Include written cost estimates from vendor or source of quote. **Maximum amount of request is \$1,000.**

<b>Item Description</b>	<b>Source of Cost Quote</b>	<b>Cost</b>	<b>Funding Request</b>
8 60 inch ceiling fans	Home depot	8x190.55=1524.40	1524.40
<b>Total Amount of Funding Requested:</b>			<b>1000\$</b>

Resolution # 8e-1017

**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 (Maintenance, Sp Ed Office @ FCHS & Instructional Technology) has need to upgrade, operate and maintain their current copiers including hardware/software system within their respective locations and operations of the Board of Education, and

**WHERE AS,** three current copiers are not sufficiently meeting the needs of the function of the departments in concern, and

**WHERE AS,** the projected cost of these three copiers hardware/software systems are 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 purchase contracts 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 Board of Education be authorized to enter into a multi year lease agreement with Konica Minolta Business Solutions USA 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 16<sup>th</sup> day of October 2017.

  
Eddie Clark, Honorable Chairman to the Commission

  
Richard Stewart, Honorable County Mayor

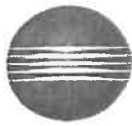
Attest:  
  
Phillip Custer, County Clerk

RESOLUTION SPONSORED BY Eldridge & Clark

MOTION TO ADOPT: Rudder SECOND BY: Finney

VOTES: AYES 15 NAYS 0 PASS - ABSTAIN -

DECLARATION: Approved



## Current Summary

### Konica Minolta (3)363

Copier Lease FMV	\$275.74 Purchased/Leased
Copier Maintenance	\$ 33.13 Overages @ .0045

Total Monthly Expenditures: **\$308.87**

## Proposed Solution

### Konica Minolta Bizhub (3)368's

- Print, copy, scan, store and send any document anywhere
- Simitri HD Polymerized toner for superior image quality
- 36 pages per minute
- 1200 x 600 dpi print resolution
- **Multi-Position Finisher**
- **Hole Punch units**
- **Fax Board(1)**
- 2 Universal Cassettes @ 500 shts each
- Standard duplexing, Heavy stock support
- 150 sheet bypass
- 2 GB RAM + 250 GB HD for simultaneous processing
- Up to 160 pages per minute scanning speed
- Heavy duty 100 sheet automatic document feeder



**\$297.69 Per Month Includes:** ALL Fee's, set-up, Lease & Maintenance of copies! Service includes 4,000. Overage charge for black is .0039. Agreement includes Parts, Labor, Drums, & Supplies, excludes Paper & Staples. Pricing based upon a 60 month Lease. Satisfaction of existing lease. Option of \$12.00 DCS charge per month.

**Total Monthly Investment!: \$13.19**  
 3% service increase per year.

Franklin County General Sessions and Juvenile Court Judge Thomas C. Faris respectfully requests the consideration of the following candidates for Judicial Commissioners:

1. Ed Brock - Part Time
2. Linda McCallie - Full Time
3. Jim Brazelton - Full Time
4. Judy Stewart - Full Time
5. Troy Clark - Part Time
6. John Stewart - Part Time

to serve the term of 1 year from October 2017 to October 2018.



Thomas C. Faris,  
General Sessions and Juvenile Judge  
of Franklin County, Tennessee

**FRANKLIN COUNTY, TENNESSEE**

**RICHARD STEWART, COUNTY MAYOR**

NO. 1 SOUTH JEFFERSON ST.  
WINCHESTER, TN 37398

OFFICE: (931) 967-2905  
FAX: (931) 962-0194  
richard.stewart@franklincotn.us



It is my recommendation that the following be appointed:

**Recreation Committee**

Vickie Bauer

Debbie St. John

5 Year Term Ending October 2022

**Safety Committee**

Chairman, Scott Smith

Commissioner, Angie Fuller

Sheriff, Scotty McKay

Maintenance, David Hall

Solid Waste, Thomas Bryant

Finance, Cindy Latham

Human Resources, Annette Sisk

Citizen, Chris Smith

Highway, Luke McCurry

1 Year Term Ending October 2018



**Ethics Committee**

Eddie Clark

Stanley Bean

Johnny Hughes

Sam Hiles

Trustee/Elected Official, Randy Kelly

1 Year Term Ends October 2018

**Emergency Service Board (EMS)**

Chairman, Richard Stewart

Commissioner, Eddie Clark

Commissioner, Angie Fuller

Consolidated Communications, Dr. Gerald Smith

EMA Director, Scott Smith

Rescue, Blake Stephens

Fire Chief Association, Tommy Myers

Sheriff, Tim Fuller

2 Year Term Ending October 2019

A handwritten signature in black ink, appearing to read "R. Stewart".

Mayor Richard Stewart

## 2018 STANDING COMMITTEES

1 YR Term ending October 2018

2018 STANDING COMMITTEES		
1 YR Term ending October 2018		
<b>Building and Grounds</b>		Nominating
	Lisa Mason	
	Dale Schultz	
	Doug Goodman	
	Sam Hiles	
	Chuck Stines	
<b>Countywide Fire</b>		Nominating
Countywide Fire Chief	Chuck Stines	
District 1	Iris Rudder	
District 2	Lisa Mason	
District 3	Dale Schultz	
District 4	Eddie Clark	
District 5	Johnny Hughes	
District 6	Barbara Finney	
District 7	Angie Fuller	
District 8	Don Cofer	
<b>County Corrections Partnership Committee</b>		Bldg/Grounds and Law Enforcement
<b>CHAIRMAN</b>	Eddie Clark	
	Lisa Mason	
	Dale Schultz	
	Doug Goodman	
	Sam Hiles	
	Chuck Stines	
	Don Cofer	
	Barbara Finney	
	Angie Fuller	
	Gene Snead	
<b>ETHICS</b>		
	Eddie Clark	Mayor Appoints
	David Eldridge	
	Johnny Hughes	
	Sam Hiles	
Trustee/Elected Official	Randy Kelly	
<b>Finance</b>		Nominating
<b>CHAIRMAN</b>	<b>Richard Stewart</b>	
Commissioner	Eddie Clark	
Commissioner	David Eldridge	
Commissioner	Barbara Finney	
Commissioner	Johnny Hughes	
Hwy Dept	Johnny Woodall	
Director of Schools	Stanley Bean	
Ex Officio	Andrea Smith	
Secretary	Cindy Latham	
<b>Health, Insurance, Retirement, Welfare</b>		Nominating
	Carolyn Wiseman	
	Eddie Clark	
	David Eldridge	
	Angie Fuller	
	Barbara Finney	
<b>Information Technology</b>		Nominating
	Helen Stapleton	
	Iris Rudder	
	Carolyn Wiseman	
	Dave Van Buskirk	
	Gene Snead	
Ex Officio	Bruce Spencer	

<b>Law Enforcement</b>		Nominating
	Don Cofer	
	Doug Goodman	
	Barbara Finney	
	Angie Fuller	
	Gene Snead	
<b>Legislative</b>		Nominating
	Johnny Hughes	
	Chuck Stines	
	Eddie Clark	
	David Eldridge	
	Helen Stapleton	
<b>Long Range Planning</b>		Nominating
	Iris Rudder	
	Dave Van Buskirk	
	Gene Snead	
	Carolyn Wiseman	
	Sam Hiles	
<b>Nominating</b>		Rules of Govt.
	<b>CHAIRMAN Chuck Stines</b>	
	Dale Schultz	
	Helen Stapleton	
	Doug Goodman	
	Angie Fuller	
<b>Road and Bridge</b>		Nominating
	Sam Hiles	
	Don Cofer	
	Chuck Stines	
	Johnny Hughes	
	Doug Goodman	
<b>Safety Committee</b>		Mayor Appoints
	<b>CHAIRMAN Scott Smith</b>	
	Commissioner Angie Fuller	
	Sheriff/Rep Scottie McKay	
	Maintenance David Hall	
	Solid Waste Thomas Bryant	
	Finance Cindy Latham	
	Human Resource Annette Sisk	
	Citizen Chris Smith	
	Highway Luke McCurry	
<b>School</b>		Nominating
	Angie Fuller	
	Gene Snead	
	Helen Stapleton	
	Iris Rudder	
	Dave Van Buskirk	
<b>Senior Citizens</b>		Nominating
	Lisa Mason	
	Helen Stapleton	
	Dave Van Buskirk	
	Dale Schultz	
	David Eldridge	
<b>Soil Conservation</b>		Nominating
	Sam Hiles	
	Lisa Mason	
	Dale Schultz	
	Don Cofer	
	Doug Goodman	

330 Joyce Lane  
Winchester, TN 37398

October 10, 2017

Richard Stewart  
Franklin County Mayor  
855 Dinah Shore Blvd.  
Winchester, TN 37398

Mayor Stewart,

The UT/TSU Extension would like to recommend the following individuals to be appointed to the Agricultural Committee for a two year term. Members can serve three consecutive terms.

Susan Warf- to begin serving first two year term

Sam Jones- to begin serving first two year term

Commissioner Angie Fuller-to begin serving third two year term

Your attention to this matter is greatly appreciated.

Sincerely,

*Mary Beth Henley*

Mary Beth Henley  
County Extension Director

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Real. Life. Solutions.



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Programs in agriculture and natural resources, 4-H youth development, family and consumer sciences, and resource development.  
University of Tennessee Institute of Agriculture, U.S. Department of Agriculture and county governments cooperating.  
UT Extension provides equal opportunities in programs and employment.

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**From:** Mike Rowland  
**Sent:** Tuesday, October 03, 2017 4:50 PM

Robert E Hughes is the Assistant Treasurer at the University of the South and the new nominee for the FCHEFB. Sarah Stapleton is the former secretary of the board that has resigned her position.

**Mike Rowland**  
**President and CEO**  
**First Vision Bank**  
**1401 N. Jackson Street**  
**P.O. Box 70**  
**Tullahoma, TN 37388**  
**931.454.0500**  
**[mrowland@firstvisionbank.com](mailto:mrowland@firstvisionbank.com)**

Health Education Facilities Board

Robert E. Hughes to finish the term of Sarah Stapleton ending September 2019.

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, 2017 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. DEBORAH S. BAILEY	PO BOX 7 WINCHESTER TN 37398	931 636 0601	PO BOX 7 WINCHESTER TN 37398	931 967 3485	
2. TIFFANY CHANDLER	212 WILKERSON ST DECHERD TN 37324	270-991-7865	419 STACEY DR SPRINGFIELD TN 37172	615-519-2016	
3. KIMBERLY ANNE FOSDYCK	31 SHADY COVE CIR ESTILL SPRINGS TN 37330	931-607-7787	1801 N JACKSON ST SUITE 100 TULLAHOMA TN 37388	931-461-4789	KIMBERLY ANNE FOSDYCK
4. LESLEY MORGAN	971 SHERRILL RD DECHERD TN 37324	931-224-7419	711 N W ATLANTIC ST TULLAHOMA TN 37388	931-455-2273	
5. MARGARET OTTLEY	550 AWALT DRIVE WINCHESTER TN 37398	931-308-7840	839 DINAH SHORE BLVD WINCHESTER TN 37398	931-967-1893	
6. SHELLEY THOMAS	147 CHASE BEND ROAD ESTILL SPRINGS TN 37330	931-703-8309	147 CHASE BEND ROAD ESTILL SPRINGS TN 37330	931 703 8309	

\_\_\_\_\_  
SIGNATURE

CLERK OF THE COUNTY OF FRANKLIN, TENNESSEE

\_\_\_\_\_  
DATE

**PLEASE SIGN-IN  
GUEST AND MEDIA**

**FRANKLIN COUNTY FULL COMMISSION MEETING  
October 16, 2017  
REGULAR SESSION**

<u>NAME</u>	<u>AFFILIATION</u>
1. <u>Judy Taylor</u>	<u>FCC of C</u>
2. <u>Will Clark</u>	<u>FCSW</u>
3. <u>Cliff Wilson</u>	<u>Leadership FC</u>
4. <u>Philip Lomuz III</u>	<u>Herald Chronicle</u>
5. <u>Rayton Brannon</u>	<u>WCOT</u>
6. <u>David Alward</u>	<u>State Representative</u>
7. <u>Blake Macdonald</u>	<u></u>
8. <u>Haley Hill</u>	<u></u>
9. <u>Angela Alsop</u>	<u>Leadership FC</u>
10. <u>Bruce W. Shaw</u>	<u>LFC</u>
11. <u>Don Randolph</u>	<u>LFC</u>
12. <u>Ben Schmitz</u>	<u>FC Leadership</u>
13. <u>Kevin Wiseman</u>	<u></u>
14. <u>Andrew Smith</u>	<u>FC Finance</u>
15. <u>JANET PETRUNCY</u>	<u>PLANNING &amp; ZONING</u>
16. <u>Cindy Lowe</u>	<u>Finance</u>

**NAME**

**AFFILIATION**

17. Tara Brewer

Teacher

18. Cally Bean

Leadership

19. Kaleah Keen

Leadership

20. \_\_\_\_\_

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**OTHER COMMENTS:**

Chairman Clark recognized the Franklin County Leadership class in attendance.

**MOTION BY STINES TO ADJOURN AT 7:19 PM, SECOND  
GOODMAN, ALL AYES; APPROVED BY VOICE VOTE 15/0.**

\*\*\*\*\*

Benediction was given by Chairman Eddie Clark

**OCTOBER 16, 2017 REGULAR SESSION**

**DATE APPROVED BY COMMISSION: \_\_\_\_\_ MB \_\_\_\_\_ PAGE \_\_\_\_\_**

\_\_\_\_\_  
**CHAIR OF COUNTY COMMISSION**

\_\_\_\_\_  
**COUNTY CLERK**