

4) REPORT OF THE FINANCE DIRECTOR

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

MOTION BY FINNEY TO RECEIVE AND FILE THE REPORT OF THE FINANCE DIRECTOR, SECOND HUGHES, ALL AYES; APPROVED BY VOICE VOTE 13/0.

5) RECOMMENDATIONS/COMMUNICATIONS:

- a) Marion Pope from Journey Community Church spoke on the homeless problem in Franklin County. He addressed the commission in the spiritual standpoint as the government authority, and noted they have a spiritual responsibility to address the homeless problem.
- b) Kelly May from Journey Community Church shared with the commission the number of homeless people they have helped and the services they provided.
- c) Mayor Richard Stewart asked for a voluntary subcommittee or task force to be established by the commission to look at ways they can come together to make it work. Anyone who wants to serve on that committee needs to inform Mayor Stewart or Chairman Clark.

6) COMMITTEE/DEPARTMENT REPORTS

- a) Trustee's Interest Earned Analysis & Comparison (November 2017)
- b) Local Option Sales Tax Analysis & Comparison (October & November 2017)
- c) Legislative Committee Minutes (January 4, 2018)
- d) Finance Committee Minutes (January 2, 2018)
- e) Department Quarterly/Annual Reports
- i. Chancery Court Clerk
 - ii. Circuit Court Clerk
 - iii. County Clerk
 - iv. Planning & Zoning
 - v. Recreation/Pavilion
 - vi. Register of Deeds
 - vii. Solid Waste Management
 - viii. Veterans Service Office

MOTION BY FULLER TO RECEIVE AND FILE THE COMMITTEE/DEPARTMENT REPORTS, SECOND WISEMAN, ALL AYES; APPROVED BY VOICE VOTE 13/0

7) OLD BUSINESS: NONE

8) NEW BUSINESS/RESOLUTIONS

- a) Resolution 8a-0118 Amending the General and Solid Waste Fund Budgets of Franklin County Tennessee for the Fiscal Year Ending June 30, 2018.

**MOTION BY FINNEY TO APPROVE RESOLUTION 8a-0118,
SECOND VAN BUSKIRK, ALL AYES; APPROVED BY ROLL CALL
VOTE 13/0.**

- b) Resolution 8b-0118 Amending the Highway Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2018.

**MOTION BY SCHULTZ TO APPROVE RESOLUTION 8b-0118,
SECOND STINES, ALL AYES; APPROVED BY ROLL CALL VOTE
13/0.**

- c) Resolution 8c-0118 Amending the General Fund Budgets of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2018

**MOTION BY HILES TO APPROVE RESOLUTION 8c-0118,
SECOND RUDDER, ALL AYES; APPROVED BY ROLL CALL VOTE
13/0.**

- d) Resolution 8d-0118 Amending the General Fund Budgets of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2018

**MOTION BY FULLER TO APPROVE RESOLUTION 8d-0118,
SECOND STINES, ALL AYES; APPROVED BY VOICE VOTE 13/0.**

- e) Resolution 8e-0118 Amending the General Fund Budgets of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2018

**MOTION BY GOODMAN TO APPROVE RESOLUTION 8e-0118,
SECOND FINNEY, ALL AYES; APPROVED BY ROLL CALL VOTE
13/0.**

- f) Resolution 8f-0118 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 8f-0118,
SECOND GOODMAN, ALL AYES; APPROVED BY ROLL CALL
VOTE 13/0.**

- g) Resolution 8g-0118 Approving Contracted Services Agreement Between Franklin County, Tennessee and Simplex Grinnell

**MOTION BY FINNEY TO APPROVE RESOLUTION 8g-0118,
SECOND FULLER, ALL AYES; APPROVED BY VOICE VOTE 13/0.**

- h) Resolution 8h-0118 To Lower the Speed Limit on Old Estill Springs Road and Spring Creek Road in Franklin County

**MOTION BY STINES TO APPROVE RESOLUTION 8h-0118,
SECOND HUGHES, ALL AYES; APPROVED BY VOICE VOTE 13/0.**

- i) Resolution 8i-0118 To Affirm Compliance With Federal Title VI Regulations Franklin County, Tennessee

**MOTION BY STINES TO APPROVE RESOLUTION 8i-0118,
SECOND SCHULTZ, ALL AYES; APPROVED BY VOICE VOTE 13/0.**

- j) Grant Pre-Application - Middle Tennessee Rural Reentry Program

**MOTION BY VAN BUSKIRK TO APPROVE, SECOND SCHULTZ,
ALL AYES; APPROVED BY VOICE VOTE 13/0.**

- k) Grant Pre-Application - Sheriff Department Governor's Impaired Driving Program

**MOTION BY GOODMAN TO APPROVE, SECOND WISEMAN,
ALL AYES; APPROVED BY VOICE VOTE 12/0; STINES ABSTAINED**

- l) Grant Pre-Application – Sheriff Department Governor's High Visibility Law Enforcement Campaigns

**MOTION BY FINNEY TO APPROVE, SECOND HILES, ALL
AYES; APPROVED BY VOICE VOTE 13/0.**

- m) Report on Debt Obligation – Form CT-0253

**MOTION BY FINNEY TO RECEIVE AND FILE, SECOND HILES,
ALL AYES; APPROVED BY VOICE VOTE 13/0.**

9) ELECTIONS/APPOINTMENTS

- a) Appointment to Health, Education and Facilities Board: Chasity Green to fill the unexpired term of Robert E. Hughes; term expiration September 2019

**MOTION BY STAPLETON TO APPROVE, SECOND HUGHES,
ALL AYES; APPROVED BY VOICE VOTE 13/0.**

- b) Approval of (16) Applicants for Notary Public

**MOTION BY FULLER TO APPROVE (16) NOTARIES, SECOND
RUDDER, ALL AYES; APPROVED BY ROLL CALL VOTE 13/0.**

- c) Appointment to Emergency Communication District (911): Eddie Clark, John Shumard, Rex Cowley, David Stafford, Jim Mitchell, and Stann Henn.

**MOTION BY HUGHES TO APPROVE, SECOND GOODMAN,
ALL AYES; APPROVED BY VOICE VOTE 13/0.**

**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 January 16, 2018 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 WINCHESTER MUNICIPAL-REGIONAL PLANNING COMMISSION RECOMMENDS THE FOLLOWING ITEM FOR REZONING:

1. Rezoning from C, Commercial to A, Agricultural. 20th Civil District. Franklin County Property Map No. 66, Parcel 10.00 (Part). Location – Moon Lane and David Crockett Parkway East. Size – approximately 5.00 +/- acres. Applicant – Gary McCrorey.

The proposed amendment(s) may be reviewed in the Planning/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 amendments.

This 21st day of December, 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

Building Permits are required in Franklin County

Franklin County Planning & Zoning Department

Memo

January 3, 2018

To: Franklin County Board of Commissioners

From: Janet Petrunich, Director/Building Commissioner



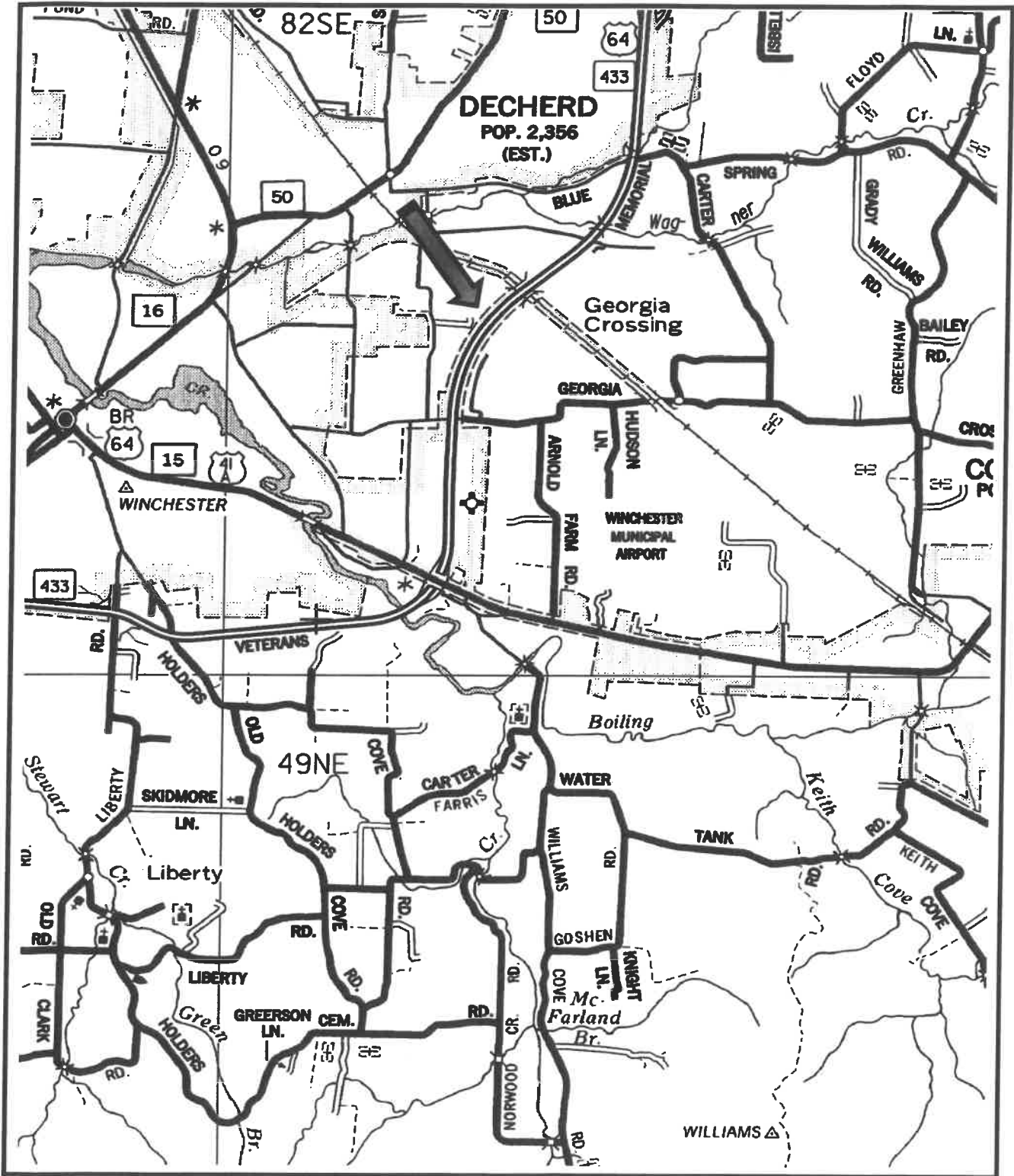
Re: Rezoning for Gary McCrorey.

The Winchester Municipal-Regional Planning Commission Recommends The Following Item For Rezoning:

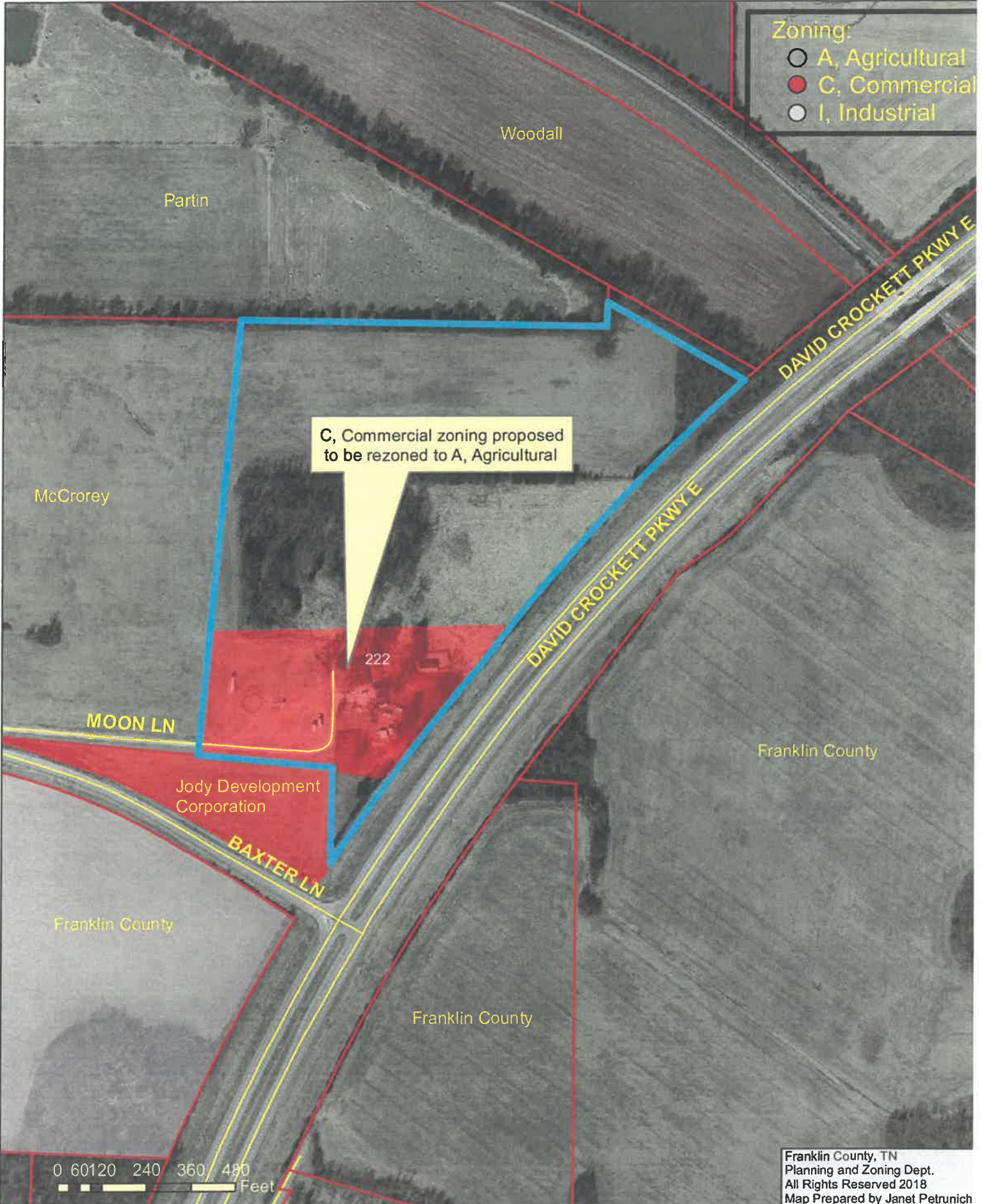
Item one (1).

Rezoning from C, Commercial to A, Agricultural. 20th Civil District. Franklin County Property Map No. 66, Parcel 10.00 (Part). Location – Moon Lane and David Crockett Parkway East. Size – approximately 5.00 +/- acres. Applicant – Gary McCrorey.

General Map – Gary McCrorey
County Commission – 1/16/2018



**GIS View - Gary McCrorey
Map 66, Parcel 10.00 (Part)
County Commission - 1/16/2018**



FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	COLLECTED NOV	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
GENERAL FUND (101)						
Local Taxes (40000)	10,266,240		912,873	1,872,494	8,393,746	18.24%
Licenses & Permits (41000)	99,700		15,056	29,219	70,481	29.31%
Fines, Forfeitures & Penalties (42000)	237,811		16,862	71,593	166,219	30.10%
Charges for Current Services (43000)	387,330		30,173	139,795	247,535	36.09%
Other Local Revenue (44000)	120,481	25	5,454	57,630	62,876	47.82%
Fees from Officials (45000)	1,997,000		185,802	608,234	1,388,766	30.46%
State of Tennessee (46000)	3,136,165		512,515	729,390	2,406,775	23.26%
Federal Government (47000)	449,916	738,963	22,965	106,020	1,082,858	8.92%
Other Governments & Citizens (48000)	220,132		72,014	107,556	112,576	48.86%
Other Sources (49000)	105,606	168,165	-	168,165	105,606	61.43%
Total County General	17,020,381	907,153	1,773,715	3,890,094	14,037,439	21.70%
COURTHOUSE/JAIL MAINT. (112)						
Local Taxes (40000)	180,000		14,902	58,578	121,422	32.54%
Total Courthouse/Jail Maintenance	180,000	-	14,902	58,578	121,422	32.54%
LIBRARY (115)						
Local Taxes (40000)	321,456		29,982	58,709	262,747	18.26%
Licenses & Permits (41000)	2,075		404	870	1,205	41.93%
Charges for Current Services (43000)	17,250		1,145	4,766	12,484	27.63%
Other Local Revenue (44000)	19,000		183	708	18,292	3.73%
Federal Government (47000)	1,966	(563)	-	3,698	(2,295)	263.54%
Other Governments & Citizens (48000)	30,750		2,375	11,935	18,815	38.81%
Total Library	392,497	(563)	34,089	80,686	311,248	20.59%
SOLID WASTE (116)						
Local Taxes (40000)	1,733,640		180,771	327,516	1,406,124	18.89%
Licenses & Permits (41000)	13,250		3,173	6,826	6,424	51.52%
Charges for Current Services (43000)	59,000		2,911	19,978	39,022	33.86%
Other Local Revenue (44000)	224,000		28,524	142,971	81,029	63.83%
State of Tennessee (46000)	25,000		6,060	12,787	12,213	51.15%
Other Sources (49000)	-		-	-	-	
Total Solid Waste	2,054,890	-	221,438	510,077	1,544,813	24.82%
Local Purpose (Rural Fire 120)						
Local Taxes (40000)	687,787		60,455	184,670	503,117	26.85%
Licenses & Permits (41000)	24,000		2,351	21,428	2,572	89.28%
Other Local Revenues (44000)	7,500		-	-	7,500	0.00%
Other Governments & Citizens (48000)	-		-	-	-	
Total Local Purpose	719,287	-	62,805	206,098	513,189	28.65%
Drug Control Fund (122)						
Fines, Forfeitures & Penalties (42000)	46,500		184	26,841	19,659	57.72%
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%
Total Drug Control	74,700	-	184	26,841	47,859	35.93%
HIGHWAY (131)						
Local Taxes (40000)	727,069		60,639	132,917	594,152	18.28%
Licenses & Permits (41000)	3,400		819	1,763	1,637	51.84%
Charges for Current Services (43000)	15,050		2,073	2,073	12,977	13.78%
Other Local Revenue (44000)	7,700		-	5,327	2,373	69.18%
State of Tennessee (46000)	2,079,622		225,774	897,697	1,181,925	43.17%
Federal Government (47000)	-		-	-	-	
Other Governments & Citizens (48000)	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 NOV	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
Total Highway	2,865,220	-	289,306	1,057,443	1,807,777	36.91%
School General Fund (141)						
Local Taxes (40000)	15,368,760		1,403,812	3,513,991	11,854,769	22.86%
Licenses & Permits (41000)	52,625		13,936	30,238	22,387	57.46%
Charges for Current Services (43000)	284,647		23,371	98,494	186,153	34.60%
Other Local Revenue (44000)	279,741		6,310	29,975	249,766	10.72%
State of Tennessee (46000)	27,739,364	380,655	2,714,854	10,702,063	17,417,956	38.06%
Federal Government (47000)	114,356	160,356	22,815	93,935	180,777	34.19%
Other Government & Citizens (48000)	-		-	-	-	
Other Sources (49000)	-	100,000	-	-	100,000	
Total School General Fund	43,839,493	641,011	4,185,098	14,468,696	30,011,808	32.53%
Federal Projects Fund (142)						
Other Local Revenue (44000)	-		-	-	-	
Federal Government (47000)	3,043,139	298,384	233,886	813,907	2,527,616	24.36%
Other Governments & Citizens (48000)	-		-	-	-	
Other Sources (49000)	-	100,000	-	100,000	-	100.00%
Total School Federal Projects Fund	3,043,139	398,384	233,886	913,907	2,527,616	26.56%
Centralized Cafeteria Fund (143)						
Charges for Current Services (43000)	1,035,779		92,963	302,477	733,302	29.20%
Other Local Revenue (44000)	8,700		4,600	10,864	(2,164)	124.88%
State of Tennessee (46000)	32,754		-	-	32,754	0.00%
Federal Government (47000)	2,291,703	96,522	225,800	695,442	1,692,783	29.12%
Other Sources (48000)	-		-	-	-	
Total Centralized Cafeteria	3,368,936	96,522	323,363	1,008,784	2,456,674	29.11%
General Debt Service (151)						
Local Taxes (40000)	2,221,455		206,778	414,694	1,806,761	18.67%
Licenses & Permits (41000)	11,500		2,699	5,806	5,694	50.48%
Other Local Revenue (44000)	-		650	650	(650)	#DIV/0!
Other Sources (49000)	200,000		-	-	200,000	0.00%
Total General Debt Service	2,432,955	-	210,127	421,150	2,011,805	17.31%
Education Debt Service (156)						
Local Taxes (40000)	2,595,564		181,660	489,529	2,106,035	18.86%
Licenses & Permits (41000)	6,000		1,398	3,008	2,992	50.13%
Other Governments (48000)	-		-	-	-	
Other Sources (49000)	-		-	-	-	
Total Education Debt Service	2,601,564	-	183,058	492,537	2,109,027	18.93%
Highway Capital Projects Fund (176)						
Other Local Revenue (44000)	150		8	58	92	38.77%
Other Sources (49000)	-		-	-	-	
Total Highway Capital Projects	150	-	8	58	92	38.77%
Capital Projects Fund (178)						
Other Local Revenue (44000)	-	20,000	8,485	22,815	(2,815)	
Other Governments & Citizens (48000)	-	700,000	-	-	700,000	
Other Sources (49000)	1,000,000	7,950,000	-	-	8,950,000	0.00%
Total Capital Projects	1,000,000	8,670,000	8,485	22,815	9,647,185	0.24%

FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	EXPENDED NOV	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
GENERAL FUND (101)							
County Commission (51100)	345,310	25	43,533	141,272	32,536	171,527	40.91%
Beer Board (51220)	650		-	-	400	250	0.00%
County Mayor (51300)	195,896	(18)	15,845	78,804	1,993	115,081	40.23%
County Attorney (51400)	11,425		900	5,400	5,400	625	47.26%
Election Commission (51500)	244,060		17,418	83,918	15,694	144,448	34.38%
Register of Deeds (51600)	351,551		27,451	127,023	15,773	208,754	36.13%
Planning & Zoning (51720)	163,477		12,505	58,066	3,250	102,161	35.52%
County Buildings (51800)	1,414,424	267,393	125,290	431,349	402,097	848,371	25.65%
Other General Admin - IT (51900)	34,000		298	12,665	962	20,373	37.25%
Property Assessor (52300)	573,318		29,725	160,258	53,829	359,232	27.95%
County Trustee (52400)	338,086		28,590	139,424	2,291	196,371	41.24%
County Clerk (52500)	585,665		46,211	245,274	5,267	335,124	41.88%
Finance Dept. (52900)	681,315		49,213	264,523	19,803	396,989	38.83%
Circuit Court (53100)	976,338		71,019	377,846	20,981	577,511	38.70%
General Sessions (53300)	312,142		23,152	122,804	842	188,496	39.34%
Drug Court (53330)	98,241		7,752	34,752	-	63,488	35.37%
Chancery Court (53400)	230,477		15,309	96,012	2,246	132,218	41.66%
Juvenile Court (53500)	136,148		11,146	49,813	317	86,018	36.59%
Judicial Commissioners (53700)	149,049		14,213	57,511	444	91,094	38.59%
Other Admin of Justice (53900)	18,000		-	643	4,558	12,800	3.57%
Probation Service (53910)	133,910		9,716	44,965	3,666	85,280	33.58%
Sheriff's Dept. (54110)	3,899,539	5,713	327,321	1,424,133	180,373	2,300,745	36.47%
Admin. Of Sexual Offender (54160)	23,505		1,098	4,353	550	18,602	18.52%
Jail (54210)	2,014,467		232,608	871,532	61,054	1,081,881	43.26%
Reentry Program (54230) Grants	356,983	(337)	2,552	95,944	151,655	109,046	26.90%
Juvenile Service (54240)	42,520		620	2,318	27,683	12,520	5.45%
Civil Defense (54410)	159,086		11,577	53,727	10,312	95,047	33.77%
Rescue Squad (54420)	30,000	1,580	1,538	7,846	1,922	21,812	24.85%
Consolidated Communications(54490)	873,916		68,387	305,512	8,469	559,935	34.96%
County Coroner (54610)	36,100		500	7,675	9,825	18,600	21.26%
Other Public Safety (54710) Grants	48,225		1,695	15,129	-	33,096	31.37%
Local Health Center (55110)	31,025	6,295	1,225	11,141	3,444	22,735	29.85%
Rabies & Animal Ctrl. (55120)	267,853		12,910	94,280	36,429	137,144	35.20%
Other Local Health Serv (55190) Grant	172,502		10,551	49,976	-	122,526	28.97%
Appropriation to State (55390)	30,646	(4,200)	-	-	26,446	-	0.00%
General Welfare Assist.(55510)	17,775		-	-	17,775	-	0.00%
Litter Control (55731) (% Grant)	100,123		6,888	31,325	13,278	55,520	31.29%
Other Waste Collections (55739)	40,988		2,989	15,709	225	25,054	38.33%
Other Public Health & Welfare (55900) Grant	15,000	(1,167)	-	162	3,661	10,010	1.17%
Senior Citizens Assistance (56300)	26,950		524	1,683	22,826	2,441	6.24%
Parks & Fair Board (56700)	47,804		956	17,985	3,296	26,523	37.62%
Agriculture Extension Serv.(57100)	119,448		1,692	19,353	3,137	96,958	16.20%
Soil Conservation (57500)	88,992		3,555	15,122	-	73,870	16.99%
Industrial Development (58120)	409,877	197,897	227,794	473,911	9,280	124,583	77.97%
Other Econ & Comm. Dev. (58190)	650,470	500,000	-	23,300	152,170	975,000	2.03%
Veteran's Services (58300)	72,960	61	4,380	23,901	1,075	48,045	32.73%
Other Charges (58400)	816,177		26,084	408,306	2,387	405,485	50.03%
Capital Projects (90000)	140,000		4,235	23,473	995	115,532	16.77%
Operating Transfer (99110)	-		-	-	-	-	
Total County General	17,526,411	973,242	1,500,962	6,530,118	1,340,614	10,628,921	35.30%
COURTHOUSE/JAIL MAINT. (112)							
Other Charges (58400)	2,000		149	718	-	1,282	35.88%
Transfers Out (99100)	200,000		-	-	-	200,000	0.00%
Total Courthouse/Jail Maintenance	202,000	-	149	718	-	201,282	0.36%

FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	EXPENDED NOV	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
LIBRARY (115)							
Libraries (56500)	374,061	(563)	24,267	122,891	55,946	194,661	32.90%
Other Charges (58400)	39,724		4,026	16,773	1,228	21,723	42.22%
Capital Outlay (91000)	20,000		-	-	-	20,000	0.00%
Operating Transfer (99110)	3,000		-	-	-	3,000	0.00%
Total Library	436,785	(563)	28,293	139,664	57,174	239,384	32.02%
SOLID WASTE (116)							
Sanitation Educ./Info. (55720)	2,300		-	75	-	2,225	3.26%
Convenience Centers (55732)	320,182		19,229	93,827	2,900	223,455	29.30%
Transfer Station (55733)	1,419,120		53,655	428,619	408,756	581,746	30.20%
Post closure Care Costs (55770)	13,000		-	-	9,013	3,987	0.00%
Other Charges (58400)	100,159		3,732	57,360	207	42,592	57.27%
Operating Transfers (99100)	48,803		-	-	-	48,803	0.00%
Total Solid Waste	1,903,564	-	76,616	579,880	420,876	902,808	30.46%
Local Purpose (Rural Fire 120)							
Fire Prevention & Control (54310)	552,200		42,918	47,600	412,200	92,400	8.62%
Total Local Purpose	552,200	-	42,918	47,600	412,200	92,400	8.62%
Drug Control Fund (122)							
Drug Enforcement (54150)	75,450		7,202	25,925	13,780	35,746	34.36%
Other Charges (58400)	700		2	271	-	429	38.77%
Total Drug Control	76,150	-	7,204	26,196	13,780	36,174	34.40%
HIGHWAY (131)							
Administration (61000)	347,801		29,170	120,821	7,482	219,497	34.74%
Highway Maintenance (62000)	966,727		93,245	356,648	12,098	597,982	36.89%
Operations & Maintenance (63100)	351,502		26,835	109,827	89,120	152,556	31.25%
Quarry Operations (63400)	328,253		18,005	80,683	26,271	221,299	24.58%
Other Charges (65000)	234,742		6,377	118,834	3,788	112,120	50.62%
Capital Outlay (68000)	1,311,135		129,224	195,147	32,554	1,083,434	14.88%
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%
Total Highway	3,613,086	-	302,857	981,959	171,312	2,459,815	27.18%
School General Fund (141)							
Instruction							
Regular Instruction (71100)	21,234,365	(161,878)	1,573,342	5,121,973	126,394	15,824,121	24.31%
Alternative School (71150)	202,521	2,802	15,919	48,069	1,466	155,788	23.41%
Special Education Program (71200)	4,067,593		335,724	1,015,353	114,151	2,938,089	24.96%
Vocational Education Program (71300)	1,276,629	267,319	119,227	313,708	172,510	1,057,730	20.32%
Student Body Education Prog (71400)	428,522		62,446	141,916	58,500	228,106	33.12%
Support							
Attendance (72110)	166,117		12,474	46,326	-	119,791	27.89%
Health Services (72120)	740,849		60,157	207,956	4,583	528,310	28.07%
Other Support Services (72130)	1,526,032	(113,824)	107,968	341,349	21,778	1,049,081	24.17%
Regular Instruction (72210)	1,323,824	48,015	103,801	410,171	7,668	954,000	29.90%
Special Educ Program (72220)	114,170		3,098	13,444	7,220	93,507	11.78%
Vocational Educ Prog (72230)	38,211		2,210	9,764	1,274	27,172	25.55%
Education Technology (72250)	701,434	42,972	48,155	260,902	152,971	330,534	35.05%
Board of Education (72310)	1,172,165		36,923	734,933	59,555	377,678	62.70%
Director of Schools (72320)	505,790	121,074	20,461	114,544	15,205	497,114	18.27%
Office of Principals (72410)	2,416,948		197,081	643,964	-	1,772,984	26.64%
Fiscal Services (72510)	11,561		-	-	-	11,561	0.00%

FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	EXPENDED NOV	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
Human Resources (72520)	242,391		18,456	89,475	6,294	146,622	36.91%
Operation of Plant (72610)	3,526,507		218,309	1,305,936	106,287	2,114,284	37.03%
Maintenance of Plant (72620)	1,331,476		106,795	447,391	403,567	480,518	33.60%
Transportation (72710)	2,398,815	3,700	203,652	743,630	1,109,203	549,682	30.95%
Central & Other (72810)	171,701		12,833	38,259	-	133,442	22.28%
Non-Instructional							
Community Services (73300)	498,753	358,729	56,762	273,873	106,327	477,283	31.94%
Early Childhood Education (73400)	1,284,232	2	101,475	313,476	793	969,965	24.41%
Capital Outlay & Debt Service							
Capital Outlay (76100)	100,000	200,000	-	-	19,720	280,280	0.00%
Principal Debt Service (82130)	64,843		-	32,041	-	32,802	49.41%
Interest Debt Service (82230)	8,931		-	4,846	-	4,085	54.26%
Transfers Out (99100)	-	100,000	-	100,000	-	-	100.00%
Total School General Fund	45,554,380	868,911	3,417,271	12,773,297	2,495,465	31,154,530	27.51%
School Federal Projects Fund (142)							
Regular Instruction (71100)	1,064,349	128,198	89,967	291,156	11,900	889,491	24.41%
Special Education Program (71200)	694,003	11,543	62,252	187,866	24,386	493,294	26.63%
Vocational Education Program (71300)	122,316		57,715	57,715	3,328	61,273	47.19%
Health Services (72120)	56,978		6,023	17,821	-	39,157	31.28%
Other Support Services (72130)	44,707	163,793	879	16,294	2,973	189,234	7.81%
Regular Instruction (72210)	341,793	6,393	29,453	92,621	2,541	253,024	26.60%
Special Educ Program (72220)	493,809	(11,543)	30,165	181,616	11,250	289,400	37.66%
Transportation (72710)	225,185		19,133	57,051	-	168,133	25.34%
Transfers Out (99100)	-	100,000	-	-	-	100,000	0.00%
Total Federal Projects Fund	3,043,139	398,384	295,587	902,138	56,378	2,483,007	26.21%
Centralized Cafeteria Fund (143)							
Food Service (73100)	3,565,835	96,522	283,776	965,134	1,820,677	876,546	26.35%
Total Centralized Cafeteria	3,565,835	96,522	283,776	965,134	1,820,677	876,546	26.35%
General Debt Service (151)							
General Government Debt Service	1,657,227		228,461	287,406	250	1,369,571	17.34%
Total General Debt Service	1,657,227	-	228,461	287,406	250	1,369,571	17.34%
Education Debt Service (156)							
Educ Government Debt Service	2,046,382		45,150	155,872	250	1,890,260	7.62%
Total Education Debt Service	2,046,382	-	45,150	155,872	250	1,890,260	7.62%
Highway Capital Projects Fund (176)							
Other Charges (58400)	2		0	1	-	1	39.33%
Highway & Street Capital Proj (91200)	708,112		13,165	341,152	49,241	317,720	48.18%
Total Highway Capital Projects	708,114	-	13,165	341,152	49,241	317,721	48.18%
Capital Projects Fund (178)							
Other Charges (58400)	-	200	85	228	-	(28)	114.08%
Public Safety Projects (91130)	9,685,485	6,294,800	56,750	88,525	13,733,722	2,158,038	0.55%
Public Health & Welfare Proj (91140)	-	475,000	-	-	-	475,000	0.00%
Other Gen Government Proj (91190)	1,000,000		-	581	-	999,419	0.06%
Highway & Street Capital Proj (91200)	-	1,900,000	-	-	1,349,936	550,064	0.00%
Transfer in/out for Co Gen (99000)	-	-	-	-	-	-	
Total Capital Projects	10,685,485	8,670,000	56,835	89,334	15,083,658	4,182,493	0.46%

Almost Home Transitional Housing Program



P.O. Box 906, No. 1 South Jefferson Street, Winchester, TN 37398 – 931-968-2503 Fax: 931-968-2504

Emergency Shelter Proposal

Almost Home in conjunction with The Journey Church is seeking a place where homeless and/or those without heat can seek shelter when temperatures drop to ≤ 30 degrees Fahrenheit.

We request the assistance of the Franklin County Commissioners and the Emergency Management Association Director in the utilization of current recognizable FEMA emergency shelter locations. We would also like to consider other potential locations located within walking distance to downtown Winchester.

Trigger Point - 30 and Below With a Place to Go – When temperatures are projected to fall to 30 degrees this will be the trigger point for volunteers to take action.

Volunteers – Various non-profit organizations and churches will need to be called upon to staff the facility each time it is open. A list of names will need to be maintained along with contact information. A rolling schedule will need to be devised for volunteers and facility hours.

Facility – The designated shelter location will need to be equipped with bedding, showers, and a full service kitchen. The facility must be conducive to allow segregation of men, women, and families if possible so that privacy and security is assured.

Security – Those seeking shelter will be required to sign in upon arrival. Those seeking shelter as well as those staffing the shelter will be required to have background checks. Alternative shelter will need to be considered for high risk guests otherwise they will be turned away.

High Risk – Sex Offenders, Domestic Violence, Aggravated Assault, etc.

Alternative Shelter - Currently high risk personnel are placed in one of the local motels @ \$40 per night. Limited funding is budgeted by Almost Home for emergency hotel stays. The closest short term shelter is located in Tullahoma with a maximum six weeks stay. High risk cases are also not allowed.

Short Term Shelter – Short term shelter is needed ongoing in the Franklin County area. Any given day there are a number of people on the streets. Allowing them to come into a shelter will give agencies like Almost Home an opportunity to work with them towards obtaining work and in finding them a permanent home. Some of them may qualify for Transitional Housing.

Transitional Housing - Almost Home currently has a duplex which houses two families at a time. We have several requests at this time for transitional housing but we only have 2 units. We need additional housing locations to be able to meet the needs of the community. There are a number of places on the market, but planning and zoning approval has been a major hurdle in the past because people do not want a homeless program near them. Additional funding will need to be obtained to expand transitional program as well as to sustain each location.

Funding – Almost Home is funded by United Way of Franklin County and through other various grants, churches, businesses, and private donors. Additional monies and properties may be available through block grants and other government sources whether local or state.



AMOST HOME DEMOGRAPHICS REPORT

Race or Ethnicity	0-5 years		6-12 years		13-19 years		20-54 years		55+ years		Unknown	Total
	M	F	M	F	M	F	M	F	M	F		
Caucasian	35	39	22	48	28	42	97	178	47	73		609
African American	11	1	12	2	7	8	26	48	7	8		130
Latino/Hispanic	0	0	0	0	0	0	0	0	0	0		0
Native American	0	0	0	0	0	0	0	0	0	0		0
Other	13	14	5	4	3	3	5	10	3	3		75
Total	59	54	40	55	38	59	128	236	57	35	7	826

Number of non-duplicates 241

Services: Case Management, Food, Rent Assistance, Rent Deposit Assistance, Motel Voucher, Util Service Asst, Util Deposit Asst, Food and Money toward the purchase of a camper.

Franklin Co Trustee's Interest Earned Analysis & Comparison

November, 2017

Current Amt Invested in the Following:

CD	\$ 7,500,000	Interest Bearing Check/Savings	\$ 12,222,262	Mutual Funds	\$ -
Gross Interest Earned for the Month of Nov				\$	6,671.89

Fund Number	Fund Title	Gross Collections	Trustee Fee Admin Fee 2%	Net Fund Collections
116	Solid Waste	\$ 6,211.82	\$ (124.24)	\$ 6,087.58
151	General Debt Service	\$ -	\$ -	\$ -
141	General Schools	\$ 460.07	\$ (9.20)	\$ 450.87
Total		\$ 6,671.89	\$ (124.24)	\$ 6,087.58

Interest Revenue Monthly Fiscal Comparison

	Solid Waste	Gen Debt	Schools
Nov-16	\$ 4,279.52	\$ -	\$ 353.84
Nov-17	\$ 6,211.82	\$ -	\$ 460.07
Over/Under	\$ 1,932.30	\$ -	\$ 106.23

Interest Year to Date Revenue Fiscal Comparison

	Solid Waste	Gen Debt	Schools
2016/17	\$ 24,504.58	\$ -	\$ 1,726.29
2017/18	\$ 36,224.66	\$ -	\$ 2,077.32
Over/Uner	\$ 11,720.08	\$ -	\$ 351.03

Fiscal Year 2017/18 Appropriations 44110 Interest Earned

	Appropriation	Collected	% Collected	Balace to Collect
116 Solid Waste (up to \$75,000)	\$ 66,000.00	\$ 36,224.66	54.89%	\$ 29,775
151 General Debt Service (next \$)	\$ -	\$ -	0.00%	\$ -
141 School General Fund (OPEB Reserve Interest)	\$ 4,000.00	\$ 2,077.32	51.93%	\$ 1,923

Local Option Sales Tax Analysis & Comparison

October 2017 (Received in November)

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	158,407.89	(1,782.00)	156,625.89	156,625.89	-
Winchester	349,824.51	(3,935.33)	345,889.18	172,944.59	171,215.14
Cowan	23,680.36	(266.39)	23,413.97	11,706.98	11,589.91
Decherd	226,496.20	(2,547.96)	223,948.24	111,974.12	110,854.38
Estill Springs	29,566.97	(332.61)	29,234.36	14,617.18	14,471.01
Huntland	16,229.38	(182.57)	16,046.81	8,023.40	7,943.17
Tullahoma	1,515.84	(17.05)	1,498.79	749.39	741.90
Total	805,721.15	(9,063.91)	796,657.24	477,180.65	316,815.51

Local Option Sales Tax Monthly Revenue Fiscal Comparison

Oct-16	452,976	*Note Franklin County received an additional
Oct-17	477,181	\$539.09

Over/Under 24,205

Local Option Sales Tax Year to Date Revenue Fiscal Comparison

2016/17	1,869,221
2017/18	1,855,601

Over/Uner (13,621)

2017/18 Sales Tax Appropriations

	Appropriation	Collected	% Collected	Balance to Collect
141 General Schools	4,627,000	1,566,071	33.85%	3,060,929
156 Education Debt Service	850,000	289,529	34.06%	560,471

Fund 156 receives overages of collections from Fund 141

**Franklin County as Trustee Adjusted by State of Tennessee Department of Revenue \$539.09

Local Option Sales Tax Analysis & Comparison

November 2017 (Received in December)

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	140,081.40	(1,575.91)	138,505.49	138,505.49	-
Winchester	352,258.15	(3,962.90)	348,295.25	174,147.62	172,406.15
Cowan	20,165.78	(226.86)	19,938.92	9,969.46	9,869.77
Decherd	218,603.19	(2,459.28)	216,143.91	108,071.96	106,991.24
Estill Springs	26,402.97	(297.03)	26,105.94	13,052.97	12,922.44
Huntland	13,931.49	(156.73)	13,774.76	6,887.38	6,818.51
Tullahoma	3,058.29	(34.41)	3,023.88	1,511.94	1,496.82
Total	774,501.27	(8,713.12)	765,788.15	452,685.90	310,504.92

Local Option Sales Tax Monthly Revenue Fiscal Comparison

Nov-16	456,993	*Note Franklin County received an additional
Nov-17	452,686	\$539.07

Over/Under (4,307)

Local Option Sales Tax Year to Date Revenue Fiscal Comparison

2016/17	2,326,215
2017/18	2,308,287

Over/Uner (17,928)

2017/18 Sales Tax Appropriations

	Appropriation	Collected	% Collected	Balance to Collect
141 General Schools	4,627,000	1,949,504	42.13%	2,677,496
156 Education Debt Service	850,000	358,782	42.21%	491,218

Fund 156 receives overages of collections from Fund 141

**Franklin County as Trustee Adjusted by State of Tennessee Department of Revenue \$539.07

Franklin County Board of Commissioners
Legislative Committee
Minutes of January 4, 2018

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

MEMBERS PRESENT: Chairman Johnny Hughes, Eddie Clark, David Eldridge, Chuck Stines

OTHERS PRESENT: Secretary Mary Sons, Payton Brannom- WCDT

1. *Motion by Clark to approve minutes of November 16, 2017 second Stines; all ayes.*
2. *Motion by Stines to approve Resolution to Affirm Compliance with Federal Title VI Regulations, second Clark; all ayes.*
3. *Motion by Clark to approve Resolution to Lower Speed Limit on Old Estill Springs Road and Spring Creek Road, second Stines; all ayes.*
4. *Motion by Clark to recommend (16) notary applications be sent to full commission for approval, second Eldridge; all ayes.*
5. *Motion by Clark to adjourn at 6:05 pm, second Stines; 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, January 02, 2018

The Financial Management Committee of the Franklin County Commission met in a regular scheduled meeting Tuesday, January 2, 2018 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; Eddie Clark, Co Commissioner; Barbara Finney, Co Commissioner; Johnny Woodall, Highway Superintendent; Andrea Smith, Ex Officio; Cindy Latham, Secretary. Visitors included Mary Sons, Phillip Custer, Travis Murphy, Bobby Clark, Philip Lorenz, Dave VanBuskirk, Payton Brannon and William Anderson

Meeting was called to order by Mayor Stewart

1. Bobby Clark, Veterans Administrator made a request to hire a part time clerical employee. ***MOTION** by Eldridge, second by Woodall to approve to approve the request. Vote resulted in all Ayes, motion carried.
2. ***MOTION** by Eldridge, second by Finney to approve and send to the commission the November 14th Finance Minutes. The vote resulted in all Ayes, motion carried.
3. ***MOTION** by Eldridge, second by Woodall to approve and send to the commission the October & November Sales Tax Reports. The vote resulted in all Ayes, motion carried.
4. ***MOTION** by Finney second by Clark to approve the November Trustee Interest Report. Vote resulted in all Ayes, motion carried.
5. ***MOTION** by Eldridge, second by Woodall to approve the November Finance Director's Reports. The vote resulted in all Ayes, motion carried.
6. ***MOTION** by Clark, second by Finney to approve the position change request for the sheriff's department to increase a SRO salary by \$1 per hour for the SRO that will be doing investigations for all the schools. Vote resulted in Ayes from Woodall, Finney, Clark and Stewart. Eldridge abstained. Motion carried.
7. ***MOTION** by Eldridge, second by Finney to approve the Grant Summary/Application for the Sheriff's Impaired Driving Grant for \$10,000. Vote resulted in all Ayes, motion carried
8. ***MOTION** by Eldridge, second by Woodall to approve and send to the full commission the Grant Summary/Application for Sheriff's High Visibility for \$3,000. The vote resulted in all Ayes, motion carried.
9. ***MOTION** by Eldridge, second by Finney to approve and send to the full commission Community Reentry Pre-Application Summary for \$425,000. Vote resulted in all Ayes, motion carried.
10. ***MOTION** by Woodall, second by Finney to send to the full commission the CT-0253 Form for Debt Obligation for the Judicial Center, Highway, Solid Waste and Emergency Communication Equipment. Vote resulted in all Ayes, motion carried.
11. ***MOTION** by Eldridge, second by Finney to approve the DGA Health Grant Amendment. . Vote resulted in all Ayes, motion carried.
12. ***MOTION** by Eldridge second by Woodall to approve the Highway Budget Amendment. The vote resulted in all Ayes, motion carried.
13. **MOTION** by Clark second by Woodall to approve the Board of Education Budget Amendment pending BOE approval on 01/08/18. The vote resulted in all Ayes, motion carried.

14. **MOTION** by Clark second by Woodall to approve the County General/Solid Waste Budget Amendment. The vote resulted in all Ayes, motion carried.
15. **MOTION** by Woodall second by Finney to approve the Multi-year contract with Simplex Grinnell for the Annex building. The vote resulted in all Ayes, motion carried.
16. **MOTION** by Finney to approve the Comcast Cable TV Franchise Agreement. Motion failed lack of second.
17. **MOTION** by Clark second by Eldridge to approve the Proposed Procedures for Construction Projects in regard to selection of Engineering, Architectural, & Construction Management Services. The vote resulted in all Ayes, motion carried.
18. Director Smith presented to the committee sample budget documents that department heads will receive in order to prepare for the 2018/19 budget process.

There being no further business ***MOTION** by Clark, second by Woodall to adjourn meeting at 9:16 a.m. Vote resulted in all Ayes, motion carried.

Respectfully submitted by:

Date Approved


cbl/RS

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

Franklin County

24000 (Litigation Tax, Delinquent Taxes, Officer Costs, Data)	\$ 78,412.39
29900 (Fees and Commissions)	\$ 26,860.86
TOTAL	\$ 105,273.25

This 3rd day of January, 2018.



Tappy Bailey
Clerk & Master

**WORKSHEET FOR
SUMMARY OF QUARTERLY REPORTS
QUARTER: October-November-December, 2017**

	Circuit Court	Sessions Court	Juvenile Court	Totals
Franklin County (24000/29000)	69,704.45	187,280.61	10,804.50	\$ 267,789.56
State of Tennessee (23000)	14,369.20	71,713.25	627.00	\$ 86,709.45
Cities (25000)	3,572.50	10,768.17	-	\$ 14,340.67
Judgments/Rest. (26100-26700)	286,494.16	196,024.80	2,604.64	\$ 485,123.60
Trust Funds (26400)	-	-	-	\$ -
Child Support (26300)	7,519.00	-	18,222.15	\$ 25,741.15
TOTALS	\$ 381,659.31	\$ 465,786.83	\$ 32,258.29	\$ 879,704.43

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

Date: 12/31/17 Circuit Court Clerk Robert Baggett

FRANKLIN COUNTY CLERK
 GENERAL LEDGER - FINANCIAL REPORT
 YEAR FORMAT
 FISCAL YEAR 2018 - PERIOD ENDING 12/31/2017

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	237.20	237.20	.00	.00	.00	.00
	*** SUB-TOTAL ***	.00	.00	3,537.20	3,372.20	165.00	.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	3,869.48	3,869.48	.00	.00	.00	.00
26312		.00	.00	.00	.00	.00	.00	.00	.00
26315	CONTRIBUTIONS - ORGAN DONOR PR	.00	.00	546.05	546.05	.00	.00	.00	.00
26401	CREDIT CARD FEES - BIS	.00	.00	2,018.50	2,018.50	.00	.00	.00	.00
26405	CREDIT CARD - BANK	.00	.00	5,063.86	5,063.86	.00	.00	.00	.00
	*** SUB-TOTAL ***	.00	.00	11,497.89	11,497.89	.00	.00	.00	.00
29900	FEE & COMMISSION ACCOUNT	-1,275.00	.00	105,046.92	162,175.70	-38,320.18	-19,566.40	757.80	-1,275.00
29900	CLERK'S FEES/COMMISSIONS	.00	.00	614.00	1,432.25	.00	-818.25	.00	.00
29901	COMPUTER FEES	.00	.00	.00	3,797.60	.00	-3,797.60	.00	.00
29902	DATA PROCESSING FEES	.00	.00	105,660.92	167,405.55	-38,320.18	-24,182.25	757.80	-1,275.00
	*** SUB-TOTAL ***	-1,275.00	.00	105,660.92	167,405.55	-38,320.18	-24,182.25	757.80	-1,275.00
	*** TOTAL ***	-1,315.00	.00	1,703,606.71	1,726,990.16	.00	-24,182.25	757.80	-1,355.00

FRANKLIN COUNTY CLERK
 GENERAL LEDGER - FINANCIAL REPORT
 YEAR FORMAT
 FISCAL YEAR 2018 - PERIOD ENDING 12/31/2017

ACCT DESCRIPTION	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
SUMMARY OF ASSETS:							
CASH ON HAND	1,275.00						1,275.00
CITIZENS COMMUNITY BANK	40.00						80.00
CREDIT CARDS	.00						.00
TITLE GIFT VOUCHER	.00						.00
RENEWAL GIFT VOUCHER	.00						.00
*** TOTAL ***	1,315.00						1,355.00

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 DECEMBER 31, 2017.

 (Signature) *Phillip Cant* 1-8-18
 (Date)

 (Title) Clerk

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 109
WINCHESTER, TENNESSEE 37398

QUARTERLY REPORT

FOR THE SECOND QUARTER OF FISCAL YEAR 2017 - 2018

	October	November	December
PERMITTED TAXABLE ESTIMATED PROPERTY IMPROVEMENT	\$1,400,900.00	\$1,318,500.00	\$1,787,295.00
TOTAL FEES COLLECTED	\$3675.00	\$4700.00	\$4425.00
RESIDENTIAL # OF PERMITS	7	13	9
\$ OF PERMITS	\$2050.00	\$4000.00	\$2525.00
COMMERCIAL # OF PERMITS	0	0	6
\$ OF PERMITS	\$00.00	\$00.00	\$1200.00
INDUSTRIAL # OF PERMITS	2	0	0
\$ OF PERMITS	\$600.00	\$00.00	\$00.00
ADDITIONS, MISC. # OF PERMITS	11	5	7
\$ OF PERMITS	\$575.00	\$200.00	\$250.00
CASES # OF CASES	9	13	8
\$ OF CASES	\$450.00	\$500.00	\$450.00

F.C. BOARD OF ZONING APPEALS MET: October 19, 2017 at 6:00PM
November 16, 2017 at 6:00PM
No December Meeting

F.C. REGIONAL PLANNING COMMISSION MET: October 31, 2017 at 6:00PM
November 29, 2017 at 6:00PM
No December Meeting



Janet Petrunich
Director/Building Commissioner

Franklin County REC/PAV Dept.

2nd Quarter Report FY 2017-2018

- Approximately half or one whole side of the roof of the STMC pavilion has been replaced with new screws, sealant, and sky lights. Work will continue when the weather conditions improve. All work is being done in-house and with inmate labor when feasible. We eventually plan on redoing the entire inside making it an excellent choice for large venue events to be held in Franklin County.
- The STMC Pavilion brought in \$10,000 worth of rental income from many patrons over the last twelve months. Each day of each month seems to be filling up quickly in 2018 with rentals, as conditions continue to improve with the entire facility. We are already into April with rental reservations for the new year.
- Our Farmers' Market Pavilion continues to be a success with it continuing operations even into the winter months.
- During the last quarter our county web designer was able to post links and pictures with rental information for our two pavilions and our beach. Please check out the web-site at:
http://www.franklincotn.us/recreation_farmers_mkt/index.html
- Other than special events like picnics and weddings, Dry Creek Beach will re-open in the Spring May 25th 2018. Please spread the word that the beach is available for rentals for weddings, church parties, social clubs and the like. It is a beautiful venue at a cheap rate of \$150.00 for the day.
- We plan on adding another small pavilion at the beach 16'X 20' in the spring using county / inmate labor if the budget allows.

Very Respectfully,



FC REC/PAV Director: William Anderson

Fund : 101 General

Account Number	Account Description	Budget Amount	Budget Amendments	Amended Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Outstanding Encumbrances	Unencumbered Balance	% Of Budget
56700	Parks And Fair Boards								
105	Supervisor/Director	(5,499.84)	0.00	(5,499.84)	0.00	2,749.92	0.00	(2,749.92)	50.00%
189	Other Salaries & Wages	(14,379.20)	0.00	(14,379.20)	0.00	7,028.94	0.00	(7,350.26)	48.88%
201	Social Security	(1,232.50)	0.00	(1,232.50)	0.00	601.13	0.00	(631.37)	48.77%
204	Pensions	(1,131.07)	0.00	(1,131.07)	0.00	559.82	0.00	(571.25)	49.49%
206	Life Insurance	0.00	0.00	0.00	0.00	7.80	0.00	7.80	No Budget
207	Medical Insurance	(450.00)	0.00	(450.00)	0.00	411.38	0.00	(38.62)	91.42%
210	Unemployment Compensation	(294.00)	0.00	(294.00)	0.00	(15.06)	0.00	(309.06)	-5.12%
212	Employer Medicare Liability	(288.25)	0.00	(288.25)	0.00	140.54	0.00	(147.71)	48.76%
307	Communication	(170.00)	0.00	(170.00)	0.00	201.94	0.00	31.94	118.79%
334	Maintenance Agreements	(359.00)	(140.00)	(499.00)	0.00	319.20	179.30	(0.50)	99.90%
335	Maintenance And Repair Services-Buildings	(6,000.00)	0.00	(6,000.00)	0.00	24.11	0.00	(5,975.89)	0.40%
335	PAVIL	(6,000.00)	0.00	(6,000.00)	0.00	4,736.31	189.23	(1,074.46)	82.09%
335	SMTA	0.00	0.00	0.00	0.00	250.00	225.00	475.00	No Budget
399	PAVIL	(1,000.00)	0.00	(1,000.00)	0.00	0.00	0.00	(1,000.00)	0.00%
499	Other Supplies And Materials	(6,500.00)	0.00	(6,500.00)	0.00	1,418.62	1,533.35	(3,548.03)	45.41%
499	PAVIL	(1,000.00)	(326.00)	(1,326.00)	0.00	1,348.92	100.00	122.92	109.27%
599	Other Charges	(1,500.00)	140.00	(1,360.00)	0.00	0.00	0.00	(1,360.00)	0.00%
599	PAVIL	(2,000.00)	326.00	(1,674.00)	0.00	304.00	0.00	(1,370.00)	18.16%
Total 56700	Parks And Fair Boards	(47,803.86)	0.00	(47,803.86)	0.00	20,087.57	2,226.88	(25,489.41)	46.68 %
Total For Fund:	101	(47,803.86)	0.00	(47,803.86)	0.00	20,087.57	2,226.88	(25,489.41)	46.68 %

Franklin County, Tennessee
 Office Of The Register Of Deeds
 Financial Report
 For The Period Of 10/01/2017 - 12/31/2017

Account Description	Beginning Balance	Adjustments	Receipts	Transfers In	Disbursements	Transfers Out	Commission Transfers	Ending Balance
MORTGAGE TAX	0.00	0.00	80466.37	0.00	78535.17	0.00	1931.20	0.00
CONVEYANCE TAX	0.00	0.00	186916.04	0.00	182430.07	0.00	4485.97	0.00
DP FEES	0.00	0.00	3886.00	0.00	3886.00	0.00	0.00	0.00
REGISTER'S FEES	0.00	0.00	801.00	0.00	801.00	0.00	0.00	0.00
RECORDING FEES	-1104.82	0.69	45534.50	0.00	51846.98	0.00	-6417.17	-1208.82
LATE FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS FEES	0.00	0.00	110.00	0.00	110.00	0.00	0.00	0.00
REFUNDS	0.00	0.00	560.06	0.00	560.06	0.00	0.00	0.00
OVER/SHORT	0.00	0.00	37.92	0.00	37.92	0.00	0.00	0.00
ESCROW	-451.43	0.00	336.70	0.00	261.12	0.00	0.00	-527.01
CR/DB CARD FEES	0.00	0.00	22.23	0.00	22.23	0.00	0.00	0.00
TOTALS:	-1556.25	0.69	318670.82	0.00	318490.55	0.00	0.00	-1735.83
SUMMARY OF ASSETS:								
CASH ON HAND	850.00							850.00
CASH IN BANK	451.43							527.01
ACCOUNTS RECEIVABLE	254.82							358.82
TOTALS:	1556.25							1735.83

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 10/01/2017 through 12/31/2017.

Ludie Curtis Johnson 1-9-18
 Register of Deeds Date

County Clerk Date

Franklin County Solid Waste

2nd Quarter Report FY 2017-2018

- Golder and Associates Environmental Engineering firm is finalizing a request for proposal for a refused derived fuel plant for Franklin County. This plant will capture about 70% of our waste. Another 17% will be pulled out for recycling and sale. The remaining waste would have to be land-filled. Initial estimates are around 9 million dollars for the total project. This would have a pay-off in as quick as ten years through savings and tipping fees collected from other waste industries operating with-in our region. More to follow on this endeavor.
- TDEC awarded the county with approximately \$110,000.00-dollar matching grant during the quarter in order to purchase a wood chipper. Our cost is approximately \$70,000.00. This machine will be very mobile and will help tremendously in establishing Franklin County's disaster debris plan that is now mandated by law.
- TSWDA and the County Mayor's Association were recently able to halt unfunded mandates being imposed on the counties through more rule making by TDEC. TDEC wanted to increase the monitoring time for old closed land-fills from 30 years to 50 years. This would have meant an additional \$600,000.00 dollars in Franklin County tax payers' funding if it had passed. Our land-fill has been dormant for over twenty years with no issues with migrating gas and water pollution since the late nineties. Our groups collaborated in changing the funding portion of the rule to recognize land-fills with no issues to be exempted from the additional funding requirements.
- We recently entered into contract with Heritage as a sub-contractor for Nissan North America to process their wood waste. A horizontal grinder has been purchased from Vermeer and we initiated the contract starting Jan 2nd 2018. The waste will be brought to our location at Joyce Lane and then processed for shipment to Lebanon, TN to be used in the gasification plant.
- The Solid Waste Department recently began cleaning up the old Ashley property that the county recently purchased. This will most definitely be a long work in progress. Our intent is to use our new machinery to make chips that can then be used as fill material for the Moon property. We have already begun carrying organic fill material to the Moon property.
- Myself and my assistant, Melissa Hill, are almost complete with the CTAS County Officials Certificate Training Program (COCTP) with anticipated completion before summer 2018. This course has been an excellent source of training and information of conducting county business.

Very Respectfully,



FCSW Director: William Anderson

(Attachment A)

MONTHLY RECYCLING REPORT
FY 17-18

DECEMBER				YTD		FY 16-17	
<u>ITEMS SOLD</u>	<u>TONS</u>	<u>\$/TON</u>	<u>TOTAL \$</u>	<u>TONS</u>	<u>TOTAL \$</u>	<u>TONS</u>	<u>TOTAL \$</u>
Cardboard *	65.81	\$197/82	8189.71	509.43	83,523.98	987.86	143,057.22
NEWS*	21.71	\$60/115	1953.90	135.28	12,359.38	261.15	23,631.41
Shred/Books		\$125/\$30				42.80	2510.18
Ferrous Metal*	28.24	\$140.00/ 60.00	3408.00	124.05	14,668.38	285.33	29,562.25
Aluminum		.55/ \$ 1100.00		2.60	2350.00	3.75	3713.28
Plastic*	19.25	\$60/20	1850.00	39.65	3650.00	95.13	6,734.00
Electronics	1.16	0		8.37		18.85	
ELECTRONICS 2	1.52	0		8.44		22.58	
SUB-TOTAL	137.69		15401.61	827.82	116551.74	1717.45	209,208.34
Oil		/gal		2.41	0	15.03	0
Tires*	44.91	\$0	601.00	228.20	5300.00	403.65	11,047.00
TOTAL	182.60		16,002.61	1058.43	121,851.74	2136.13	220,255.34

YTD Avoided Expense
Adjusted Total

vtd = 52,371.00
\$ 174,222.74

YTD Avoided Expense {(YTD Tonnage \$49.50 } =52,371.00

Franklin Co Finance
Statement of Expenditures One Line
January 2018

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
55720	Sanitation Education/Information								
302	Advertising	(2,100.00)	0.00	(2,100.00)	0.00	0.00	350.00	(1,750.00)	16.67%
499	Other Supplies And Materials	(200.00)	0.00	(200.00)	0.00	75.00	0.00	(125.00)	37.50%
Total 55720	Sanitation	(2,300.00)	0.00	(2,300.00)	0.00	75.00	350.00	(1,875.00)	18.48 %
55732	Convenience Centers								
149	Laborers	(197,000.40)	0.00	(197,000.40)	0.00	96,231.45	0.00	(100,768.95)	48.85%
201	Social Security	(12,350.40)	0.00	(12,350.40)	0.00	6,086.75	0.00	(6,263.65)	49.28%
210	Unemployment Compensation	(2,200.00)	0.00	(2,200.00)	0.00	48.39	0.00	(2,151.61)	2.20%
212	Employer Medicare Liability	(2,888.20)	0.00	(2,888.20)	0.00	1,427.25	0.00	(1,460.95)	49.42%
299	Other Fringe Benefits	(2,200.00)	0.00	(2,200.00)	0.00	2,200.00	0.00	0.00	100.00%
307	Communication	(10,250.00)	0.00	(10,250.00)	0.00	4,570.82	0.00	(5,679.18)	44.59%
335	Maintenance And Repair Services-Buildings	(8,000.00)	0.00	(8,000.00)	0.00	3,036.83	0.00	(4,963.17)	37.96%
336	Maintenance And Repair Services-Equipmen	(17,293.00)	0.00	(17,293.00)	0.00	0.00	580.20	(16,712.80)	3.36%
399	Other Contracted Services	(5,000.00)	0.00	(5,000.00)	0.00	1,750.00	2,550.00	(700.00)	86.00%
452	Utilities	(13,500.00)	0.00	(13,500.00)	0.00	4,804.95	0.00	(8,695.05)	35.59%
499	Other Supplies And Materials	(4,500.00)	0.00	(4,500.00)	0.00	2,257.22	370.00	(1,872.78)	58.38%
599	Other Charges	(1,000.00)	0.00	(1,000.00)	0.00	0.00	499.85	(500.15)	49.99%
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%
Total 55732	Convenience Centers	(320,182.00)	0.00	(320,182.00)	0.00	122,413.66	4,000.05	(193,768.29)	39.48 %
55733	Transfer Stations								
105	Supervisor/Director	(63,914.00)	0.00	(63,914.00)	0.00	31,956.84	0.00	(31,957.16)	50.00%
106	Deputy(Tes)	(34,632.00)	0.00	(34,632.00)	0.00	16,680.00	0.00	(17,952.00)	48.16%
141	Foremen	(46,426.00)	0.00	(46,426.00)	0.00	22,323.44	0.00	(24,102.56)	48.08%
145	Equipment Operators-Light	(79,290.00)	0.00	(79,290.00)	0.00	38,120.07	0.00	(41,169.93)	48.08%
147	Truck Drivers	(195,062.00)	0.00	(195,062.00)	0.00	93,533.43	0.00	(101,528.57)	47.95%
149	Laborers	(24,544.00)	0.00	(24,544.00)	0.00	16,047.92	0.00	(8,496.08)	65.38%
169	Part-time Employee	(14,150.00)	0.00	(14,150.00)	0.00	6,971.18	0.00	(7,188.82)	49.23%
184	Educational Incentive - Co. Official/Adminin 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	0.00	0.00	(1,740.00)	0.00%
187	Overtime Pay	(2,500.00)	0.00	(2,500.00)	0.00	1,260.00	0.00	(1,240.00)	72.41%
189	Other Salaries & Wages	(1,200.00)	0.00	(1,200.00)	0.00	707.03	0.00	(492.97)	58.93%
201	Social Security	(28,995.00)	0.00	(28,995.00)	0.00	426.26	0.00	(28,568.74)	1.47%
204	Pensions	(65,489.00)	0.00	(65,489.00)	0.00	13,819.90	0.00	(51,669.10)	21.11%
206	Life Insurance	(562.00)	0.00	(562.00)	0.00	319.80	0.00	(242.20)	56.90%

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Franklin Co Finance
Statement of Expenditures One Line
January 2018

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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
55733	Transfer Stations								
207	Medical Insurance	(82,440.00)	0.00	(82,440.00)	0.00	33,126.80	0.00	(49,313.20)	40.18%
210	Unemployment Compensation	(1,401.00)	0.00	(1,401.00)	0.00	(411.53)	0.00	(1,812.53)	-29.37%
212	Employer Medicare Liability	(6,781.00)	0.00	(6,781.00)	0.00	3,232.12	0.00	(3,548.88)	47.66%
299	Other Fringe Benefits	(2,500.00)	0.00	(2,500.00)	0.00	2,500.00	0.00	0.00	100.00%
307	Communication	(1,400.00)	0.00	(1,400.00)	0.00	588.73	0.00	(811.27)	42.05%
309	Contracts With Government Agencies	(493,749.00)	3,100.00	(490,649.00)	0.00	164,751.07	301,248.93	(24,649.00)	94.98%
312	Contracts With Private Agencies	(50,000.00)	0.00	(50,000.00)	0.00	12,110.56	30,834.44	(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	948.91	301.09	0.00	100.00%
335	Maintenance And Repair Services-Buildings	(5,000.00)	0.00	(5,000.00)	0.00	2,275.36	100.00	(2,624.64)	47.51%
336	Maintenance And Repair Services-Equipmen	(17,000.00)	0.00	(17,000.00)	0.00	8,142.30	2,619.53	(6,238.17)	63.30%
338	Maintenance And Repair Services-Vehicles	(9,000.00)	0.00	(9,000.00)	0.00	3,145.03	600.00	(5,254.97)	41.61%
347	Pest Control	(1,000.00)	0.00	(1,000.00)	0.00	375.00	525.00	(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)	(1,350.00)	(3,950.00)	0.00	3,610.08	84.00	(255.92)	93.52%
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	12,259.57	11,736.02	(4.41)	99.98%
418	Equipment And Machinery Parts	(22,000.00)	0.00	(22,000.00)	0.00	3,889.36	0.00	(18,110.64)	17.68%
424	Garage Supplies	(6,200.00)	0.00	(6,200.00)	0.00	1,753.19	2,074.00	(2,372.81)	61.79%
425	Gasoline	(2,800.00)	0.00	(2,800.00)	0.00	1,503.08	1,096.92	(200.00)	92.86%
433	Lubricants	(3,500.00)	0.00	(3,500.00)	0.00	399.00	150.00	(2,951.00)	15.69%
435	Office Supplies	(2,500.00)	0.00	(2,500.00)	0.00	580.18	300.00	(1,619.82)	35.21%
450	Tires And Tubes	(10,000.00)	0.00	(10,000.00)	0.00	5,583.67	1,567.84	(2,848.49)	71.52%
451	Uniforms	(2,500.00)	(1,500.00)	(4,000.00)	0.00	1,546.27	2,410.05	(43.68)	98.91%
452	Utilities	(11,500.00)	0.00	(11,500.00)	0.00	4,357.89	78.86	(7,063.25)	38.58%
453	Vehicle Parts	(7,500.00)	0.00	(7,500.00)	0.00	3,137.39	1,679.30	(2,683.31)	64.22%
499	Other Supplies And Materials	(17,000.00)	0.00	(17,000.00)	0.00	6,379.80	8,629.57	(1,990.63)	88.29%
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	167.58	0.00	(332.42)	33.52%
733	Solid Waste Equipment	(73,000.00)	0.00	(73,000.00)	0.00	6,075.00	0.00	(66,925.00)	8.32%
Total 55733	Transfer Stations	(1,419,120.00)	0.00	(1,419,120.00)	0.00	554,961.72	366,110.55	(498,047.73)	64.90 %
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%
Total 55770	Postclosure Care Costs	(13,000.00)	0.00	(13,000.00)	0.00	0.00	9,013.00	(3,987.00)	69.33 %

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Franklin Co Finance
Statement of Expenditures One Line
January 2018

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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 Expd
59400	Other Charges								
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	7,252.14	0.00	(27,247.86)	21.02%
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	6,210.54	0.00	(4,789.46)	56.46%
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	42.96	207.04	(250.00)	50.00%
Total 59400	Other Charges	(100,159.00)	0.00	(100,159.00)	0.00	59,133.97	207.04	(40,817.99)	59.25 %
99100	Transfers Out								
590	Transfers To Other Funds	(48,803.00)	0.00	(48,803.00)	0.00	0.00	0.00	(48,803.00)	0.00%
Total 99100	Transfers Out	(48,803.00)	0.00	(48,803.00)	0.00	0.00	0.00	(48,803.00)	0.00 %
Total For Fund: 116		(1,903,564.00)	0.00	(1,903,564.00)	0.00	736,584.35	379,680.64	(787,299.01)	58.64 %

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

58300

VETERANS SERVICE OFFICE QUARTERLY REPORT

Oct - Dec 2017

	Oct	Nov	Dec	TOTAL
Assistance Over the Phone	428	406	421	1255
Office Visits	167	192	171	530
Claims and Correspondence Filed on behalf of Veterans & Dependents	94	157	106	357
Total Assistance Provided to Veterans & Dependents	689	755	698	2142
Home Visits & Outreaches *Delivered 47 Food Boxes	13	11	59	83
Veteran Service Officer Training (hours)	2	2	10	14
Veterans That Were Provided Help For Groceries, Utilities, Lodging, etc.	1	1	2	4
Trips Paid for Veterans on FC Public Transportation	3	4	5	12
Mileage	121	133	256	510

BOBBY CLARK
 Veterans Service Officer

RESOLUTION# - 89-0118

A RESOLUTION AMENDING THE GENERAL AND SOLID WASTE FUND BUDGETS 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 unreserved balances in each respective fund,

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


Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Payments In Lieu of Taxes - Other	101	40163				780.27	
Copy Fees	101	43350				44.00	
Co Comm - Audit Services	101	51100	305				389.00
Co Comm - Other Charges	101	51100	599				435.27
Other Local Revenues - Proj Preserv	101	44990		PRESV		15.75	
Co Comm - Other Charges - Presv	101	51100	599	PRESV			15.75
Other Fed thru State - Drive Grant	101	47590		DRIVE			10,385.00
Overtime	101	54710	187	DRIVE		4,250.00	
Social Security	101	54710	201	DRIVE		264.00	
Pensions	101	54710	204	DRIVE		595.00	
Medical Insurance	101	54710	207	DRIVE		100.00	
Unemployment Compensation	101	54710	210	DRIVE		14.00	
Employer Medicare Liability	101	54710	212	DRIVE		62.00	
Public Safety Other Equipment	101	54710	790	DRIVE		5,100.00	
Other Fed thru State - Visibility Grant	101	47590		VISIB		3,000.00	
Public Safety Other Equipment	101	54710	790	VISIB			3,000.00
Other Direct Federal - Meth	101	47990		METH		7,835.00	
Sheriff OT - Meth	101	54110	187	METH			7,835.00
Other Direct Federal - OSDEF	101	47990		OSDEF		43.00	
Sheriff OT - OSDEF	101	54110	187	OSDEF			43.00

Contributions - CADET Prog	101	48130		CADET		630.50	
Sheriff - Other Charges - CADET Prog	101	54110	599	CADET			630.50
Donations - Back 2 School Bash	101	48130		B2SB		1,745.25	
Health Dept - Back 2 School Bash	101	55110	599	B2SB			1,745.25
Donations - DAV	101	48130		DAV		1,225.00	
Veterans Services - DAV	101	58300	599	DAV			1,225.00
Solid Waste Equipment	101	91190	733				2,195.00
Other Capital Outlay	101	91190	799			2,195.00	
Total County General Fund 101						27,898.77	27,898.77
County General Mid Yr Clean up Amendment							
Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Other State Grants - TDEC	116	46980		TDEC		108,230.00	
Contracts With Private Agencies	116	55733	312			5,229.00	
Solid Waste Equipment	116	55733	733	TDEC			113,459.00
Total Solid Waste Fund 116						113,459.00	113,459.00
Solid Waste Organics Management Grant							

Approved this the 29th Day of January 2018.


 Eddie Clark, Chairman of the Commission


 Richard Stewart, County Mayor


 ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: Clark & Finney

Motion to Adopt By: Finney Second By: Van Buskirk

Votes: Ayes 13 Nays 0

Declaration: Approved

RESOLUTION# 8b-0118

A RESOLUTION AMENDING THE HIGHWAY FUND 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 unreserved balances in each respective fund,

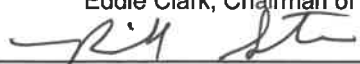
NOW, THEREFORE, BE IT RESOLVED, that the Highway Fund Budget of Franklin County, Tennessee be amended as follows:

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Revenue & Liabilities							
	131						
Payments In Lieu of - Other	131	40163				66.00	
Miscellaneous Refunds	131	44170				4,827.00	
State Aid Bridge Program	131	46410		NCR		38,666.65	
Contributions	131	48130			001	288.00	
Highway Maintenance							
Pipe	131	62000	438				7,000.00
Operation of Quarry							
Operating Lease Payments	131	63400	330				1,200.00
Capital Outlay							
State-Aid Bridge -Norwood Creek Bridge	131	68000	705	NCR			39,329.27
State-Aid Bridge -Neal Creek Bridge	131	68000	705	NEAL			662.63
Highway Equipment	131	68000	714			4,344.25	
Total Highway Fund 131						48,191.90	48,191.90

Approved this the 29th Day of January 2018.



Eddie Clark, Chairman of the Commission



Richard Stewart, County Mayor



ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: Eldridge & Clark

Motion to Adopt By: Schultz Second By: Stines

Votes: Ayes 13 Nays 0 Approved

(approved Hwy Comm 11/16/17 Meeting)

RESOLUTION# - 8c-0118


A RESOLUTION AMENDING THE GENERAL FUND BUDGETS OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2018.

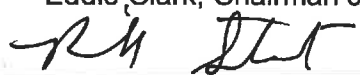
WHEREAS, certain amendments are needed to provide for compliance with audit requirements to not overspend allocated amounts in different funds and receive unanticipated revenues that require an increase in estimated revenue and/or proposed expenditures from unreserved balances in each respective fund,

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

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Other Charges - Other Charges	101	58400	599			2,541.93	
Supervisor/Director (reduced hrs)	101	58300	105			3,900.00	
Part-time Personnel	101	58300	169				5,520.00
Social Security	101	58300	201				100.44
Unemployment Compensation	101	58300	210				98.00
Employer Medicare Liability	101	58300	212				23.49
Contracts w/Private Agencies	101	58300	312				700.00
Total County General Fund 101						6,441.93	6,441.93
Amended Veterans Services Administration - Part Time Personnel							

Approved this the 29th Day of January 2018.



 Eddie Clark, Chairman of the Commission


 Richard Stewart, County Mayor



 ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: Eldridge & Finney

Motion to Adopt By: Hiles Second By: Rudder

Votes: Ayes 13 Nays 0

Declaration: Approved

RESOLUTION# - 8d-0118


A RESOLUTION AMENDING THE GENERAL FUND BUDGETS 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 unreserved balances in each respective fund,

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

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Public Health & Welfare Grants	101	46310				29,037.80	-
Other Salaries & Wages	101	55190	189				853.08
Social Security	101	55190	201				52.92
Pensions	101	55190	204				119.43
Employer Medicare Liability	101	55190	212				12.37
Other Charges - Tobacco Cessation Funds	101	55190	599	TOBAC			28,000.00
Total County General Fund 101						29,037.80	29,037.80
Amended Health Department Grant							

Approved this the 29th Day of January 2018.


 Eddie Clark, Chairman of the Commission


 Richard Stewart, County Mayor


 ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: Eldridge & Finney

Motion to Adopt By: Fuller Second By: Stines

Votes: Ayes 13 Nays 0

Declaration: Approved

RESOLUTION# - 8e-0118

A RESOLUTION AMENDING THE GENERAL FUND BUDGETS 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 unreserved balances in each respective fund,

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

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Part Time Personnel	101	54110	169			1,254.00	
School Resource Officer - Investigator	101	54110	170				1,100.00
Pensions	101	54110	204				154.00
Total County General Fund 101						1,254.00	1,254.00
Sheriff Dept SRO Investigator							

Approved this the 24th Day of January 2018.


Eddie Clark, Chairman of the Commission


Richard Stewart, County Mayor


ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: Clark & Finney

Motion to Adopt By: Goodman Second By: Finney

Votes: Ayes 13 Nays 0

Declaration: Approved

8f-0118

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)
P/Y Reserve	34555 (133)	\$ 4,274.00	
P/Y Reserve	34555 Vet (133)	\$ 47.00	
Donations	44570 Vet (133)	\$ 250.00	
Contracted Services	73300-399 (133)		\$ 1,500.00
Other Supplies	73300-499 (133)		\$ 1,000.00
Other Charges	73300-599 (133)		\$ 1,774.00
Other Charges	73300-599 Vet (133)		\$ 297.00
Community Prevention		\$ 4,571.00	\$ 4,571.00
Other State Revenue	46590 (105)	\$ 26,540.00	
Contracts with Private Agencies	72130-309 (105)		\$ 26,540.00
Safe Schools Grant		\$ 26,540.00	\$ 26,540.00
Insurance Bonus	73300-188 (330)	\$ 114.20	
Other Salaries & Wages	73300-189 (330)		\$ 1,767.97
Social Security	73300-201 (330)		\$ 154.57
Retirement	73300-204 (330)	\$ 111.86	
Health Ins	73300-207 (330)		\$ 4,158.65
Medicare	73300-212 (330)		\$ 35.62
LTD	73300-299 (330)	\$ 13.64	
Travel	73300-355 (330)		\$ 3,245.88
Contracted Services	73300-399 (330)		\$ 528.40
Othe Supplies	73300-499 (330)	\$ 79.11	
Direct Federal Revenue	47990 (330)	\$ 9,572.28	

DFC Carry over from 09.30.17		\$	9,891.09	\$	9,891.09
Other State Funds	46590 (134)			\$	113,334.00
Other Federal Funds	47590 (134)	\$	113,334.00		
Opioid Grant Revenue Correction		\$	113,334.00	\$	113,334.00
P/Y Reserve	34555 (180)	\$	7,000.00		
Donations	44570 (180)	\$	13,000.00		
Other Charges	73300-599 (180)			\$	20,000.00
Christmas Angels		\$	20,000.00	\$	20,000.00

(To be Approved by BOE 01/08/18)
 (Send to Co Comm 1-29-18)

Attest: *Phillip Custer*
 Phillip Custer, County Clerk

Eddie Clark
 Eddie Clark, Honorable Chairman of the Commission

Richard Stewart
 Richard Stewart, County Mayor

RESOLUTION SPONSORED BY: Clark & Eldridge

MOTION TO ADOPT: Finney

SECOND BY: Goodman

VOTES: AYES 13 NAYS 0

DECLARATION: Approved

RESOLUTION # 89-0118
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 Mayor to enter into a multi-year contracted agreement with Simplex Grinnell in order to obtain an adequate service and price for the services of provision and testing a Fire Alarm System at the following location: Franklin County Annex; 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 three (3) years.

BE IT FURTHER RESOLVED that this resolution be effective immediately upon its passage, the public welfare demanding. Approved, this the 29th day of January, 2018.



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: Finney SECOND BY: Fuller

Vote: Ayes 13 Nays 0 Pass - Approved

Customer:
Franklin County Annex Building
Date: 13-DEC-17
Proposal #: 603847
Term: 01-JAN-18 to 31-DEC-20

Billing Customer:
Franklin County Annex Building
851 Dinah Shore Blvd
WINCHESTER, TN 37398-2574

Service Location:
Franklin County Annex Building
851 Dinah Shore Blvd
WINCHESTER, TN 37398-2574

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
Recurring Annual Investment			
FIRE ALARM BASIC SERVICE OFFER			
SIMPLEX 4010ES FIRE ALARM PANEL			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	8	Annual	
Smoke Sensor Addressable	12	Annual	
Heat Detector Restorable	1	Annual	
Pull Station	19	Annual	
Audio-Visual Unit Addressable	23	Annual	
Remote Power Supply/NAC Extender	3	Annual	
FIRE ALARM BASIC SERVICE OFFER Total:			\$846.00
Total Recurring Annual Investment:			\$846.00

SUMMARY OF SERVICES**FIRE ALARM BASIC SERVICE OFFER - SIMPLEX 4010ES FIRE ALARM PANEL****TEST AND INSPECTION:**

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. System labor discount on parts and peripherals of 10%. 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

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. 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.

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 Annex Building and is effective 01-JAN-18 to 31-DEC-20 (the "Initial Term").

PAYMENT TERM: *Annual In Advance*

PAYMENT AMOUNT:

\$846.00

• **Proposal # :** 603847

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 Annex Building

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 microbacterially 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 1/2% 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 License 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 or contact your local SimplexGrinnell office.

RESOLUTION 8h-0118
TO LOWER THE SPEED LIMIT ON OLD ESTILL SPRINGS ROAD AND SPRING CREEK ROAD IN FRANKLIN COUNTY

WHEREAS, Pursuant to Tennessee Code Annotated, Section 55-8-153(d), the legislative body of any county is authorized to lower speed limits as it may deem appropriate on any county road within its jurisdiction and such county shall post the appropriate signs depicting the new speed limit; and

WHEREAS, in response to the request from the Franklin County Highway Commission and because of the residents along these roads have asked to have the speed limit lowered; and

WHEREAS, the Board of Commissioners finds that it is appropriate and in the best interest of the citizens of Franklin County to lower the speed limit along the entire length of these roads and where the Franklin County Sheriff will recommend the speed limit to be posted.

NOW, THEREFORE, BE IT RESOLVED, that the Franklin County Board of Commissioner meeting in regular session on this 29th day of Jan 2018, pursuant to the authority granted by Tennessee Code Annotated, Section 55-8-153(d), reduces the speed limit along the entire length of these roads to the Sheriffs recommendation of 40mph.

AND, BE IT FURTHER RESOLVED, that the Franklin County Board of Commissioners directs that new traffic signs be installed depicting the new speed limit of 40mph.

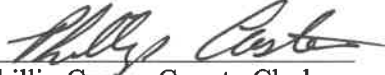
Old Estill Springs Road – Dist. 2, E-911 Grid 43B, CO Grid 55, Surface – Asphalt, ROW – 40’, Log Mile 2.744, Bed Width -24, Surface Width - 20, Class – 1, Beginning Road – Winchester City, Limits Ending Road – Estill Springs City Limits

Spring Creek Road – Dist. 4, E-911 Grid 22A, CO Grid 9, Surface – Asphalt, ROW – 50’, Log Mile 5.7, Bed Width -28, Surface Width - 22, Class – 1, Beginning Road – Estill Springs City Limits, Ending Road – Tullahoma City Limits

ADOPTED this 29th day of January, 2018.

APPROVED: 
Richard Stewart, Mayor

APPROVED: 
Eddie Clark, Chair of Commission

ATTEST: 
Phillip Custer, County Clerk

RESOLUTION SPONSORED BY: Stines Hughes

MOTION TO ADOPT: Stines SECOND: Hughes

VOTES: AYES: 13 NAYS: 0 DECLARATION: Approved

RESOLUTION 8i-0118
**TO AFFIRM COMPLIANCE WITH FEDERAL
TITLE VI REGULATIONS
Franklin County, Tennessee**

WHEREAS, both Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 provide that no person in the United States shall, on the ground of race, color or national origin be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance; and

WHEREAS, the Tennessee Attorney General opined in Opinion No. 92.47 that state and local governments are required to comply with Title VI of the Civil Rights Act in administering federally funded programs; and

WHEREAS, the Community Development Division of the Tennessee Department of Economic and Community Development administers the Three-Star Program and awards financial incentives for communities designated as Three-Star communities; and

WHEREAS, by virtue of the Tennessee Department of Economic and Community Development receiving federal financial assistance all communities designated as Three-Star communities must confirm that the community is in compliance with the regulations of Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987;

NOW, THEREFORE, BE IT RESOLVED, by the county legislative body of Franklin County, Tennessee, meeting in regular session at the Franklin County Courthouse, Winchester, Tennessee, that:

SECTION 1. The legislative body of Franklin County declares that the county is in compliance with the Federal Title VI regulations.

SECTION 2. The Department of Economic and Community Development may from time to time monitor the county's compliance with federal Title VI regulations.

SECTION 3. This Resolution shall take effect upon adoption, the public welfare requiring it.

Adopted this 29th day of January 2018.

APPROVED:


Richard Stewart, Mayor

APPROVED:


Eddie Clark, Chair of Commission

ATTEST:


Phillip Custer, County Clerk

RESOLUTION SPONSORED BY: Van Buskirk and Hughes

MOTION TO ADOPT: Stines

SECOND: Schultz

VOTES: AYES: 13 NAYS: 0


DECLARATION: Approved

Franklin County Government Grant Pre-Application Notification Form

Department or Organization Applying for Grant:		Middle Tennessee Rural Reentry Program
Grant/Program Title: Substance Abuse and Mental Health Services Admin. Offender Reentry FOA No. TI-18-003		
Grant Beginning Period:		9/30/18
Grant Ending Period:		9/30/19
Grant Amount:		\$425,000 annually
Funding Agency (i.e. State, Federal, Private):		Federal
Funding Agency Contact Information		
Name	Substance Abuse and Mental Health Services Administration	
Address	Washington, DC	
Phone	1-240-276-1412	
Fax		
Email	FOACSAT@samhsa.hhs.gov	
Funding Percentage or Match (i.e.100% or 75%/25%):		100% no match required
Funding Type (Revenue Advanced or Reimbursed):		Reimbursement Basis
Ongoing Funding Requirements(Yes/No & Length Required):		yes, five years pending performance and funding
Indirect Cost Availability (Yes/No):		Yes
Grant Beneficiary:	Franklin	
Purpose of Grant:	Expand substance abuse disorder (SUD) treatment and related recovery and reentry services to sentenced adult offenders/ex-offenders with a SUD and/or co-occurring substance use and mental disorders, who are returning to their families and community from incarceration in state and local facilities including jails.	
Person/Dept Responsible for Grant Program Management:	Christine Hopkins, Program Director	
Person/Dept Responsible for Reporting Expenditures:	Andrea Smith, Finance Director	
Person/Dept Responsible for Requesting Revenue Claims:	Andrea Smith, Finance Director	
Grant Requirements for Continuation of Program or Cooperative Agreements:		
There are measurements and audit requirements for the program. Program will cease upon grant funds end.		
Grant Requirements for Equipment, Ownership & Insurance:		
Equipment belongs to the program until the program ceases, then it becomes the property of which county it is utilized in.		
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.:		
N/A, when program ends, all activities will cease.		
Grant Requirements for Employment or Contracted Services:		
All staff are contract employees, working for Middle TN Rural Reentry, employment ceases at term of grant		
Or upon, discontinuation of services needed by MTRR		
Will this grant add Value to Franklin County's Fixed Assets? (Yes/No): Most likely not, no major capital expenses		
Will this grant add Expense to Franklin County's Insurance Expense? (Yes/No): just minimal, bldg. & content		
Approving Official Signature:	Richard Stewart	Date: 12/29/17

Franklin County Government Grant Pre-Application Notification Form

Department or Organization Applying for Grant:	Sheriff Dept	
Grant/Program Title:	Governor's Impaired Driving Program	
Grant Beginning Period:	10/1/17	
Grant Ending Period:	9/30/18	
Grant Amount:	\$10,000.00	
Funding Agency (i.e. State, Federal, Private):	Federal Government	
Funding Agency Contact Information		
Name	Vic Donoho, Director – TDOT, Gov Dept of Hwy Safety & Homeland Security Office	
Address	312 Rosa L Parks Blvd, TN Tower, 25th Floor, Nashville, TN 37243	
Phone	615-251-8594	
Fax	615-253-5523	
Email		
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):	With Prior State/Federal Approval	
Grant Beneficiary:	Franklin County Sheriff's Dept	
Purpose of Grant:	To purchase equipment to aid in Impaired Driving Law Enforcement Program.	
Person/Dept Responsible for Grant Program Management:	Seth Isbell, Sergeant	
Person/Dept Responsible for Reporting Expenditures:	Seth Isbell, Sergeant	
Person/Dept Responsible for Requesting Revenue Claims:	Seth Isbell, Sergeant	
Grant Requirements for Continuation of Program or Cooperative Agreements:	9 mo report requirement, annual audit performed on premise	
Grant Requirements for Equipment, Ownership & Insurance:	Franklin County will own/insure equipment purchased	
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.:	Items purchased over \$5,000 are assumed as fixed assets, items between \$100 - \$4,999 are added to the sheriff's inventory list.	
Grant Requirements for Employment or Contracted Services:	All State & Federal employment guidelines for Overtime shall be followed.	
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:	Richard Stewart	Date: 12/29/17

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date		End Date		Agency Tracking #	
October 1, 2017		September 30, 2018		Z18THS112	
Grantee Legal Entity Name					Edison ID
Franklin County Sheriff's Department					56133 (AL)
Subrecipient or Contractor			CFDA # 20.607		
<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor			Grantee's fiscal year end 06/30/2018		
Service Caption (one line only)					
Franklin County Impaired Driving Program					
Funding --					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2018		\$10,000.00			\$10,000.00
TOTAL:		\$10,000.00			\$10,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			Grant applications are reviewed based on set criteria. Each criteria section contains several questions which are graded with an "agree", "somewhat agree" or "disagree" answer along with a scale of 1-5 based on the overall quality of each section. The answers are given a point value unknown to the evaluator. Grants are awarded based on the highest scores, data, and funding availability.		
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional)		Account Code (optional)			
		71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Franklin County Sheriff's Department**

This Grant Contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Franklin County Sheriff's Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 25

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Alcohol Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; DUI toxicology testing and training to reduce the backlog of pending DUI cases, youth alcohol programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backlog of DUI cases pending in courts.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. For grantees that submit quarterly; claims and status reports are due in the State office no later than the fifteenth (15th) of the month following the quarter covered by the reporting period. For grantees that submit monthly; claims and status reports are due in the State office no later than the fifth (5th) of the month following the month covered by the reporting period.

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, forty-five (45) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

- d. To comply with provisions of the Hatch Act (5 U.S.C. 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- g. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- h. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- i. To permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes.
- j. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- k. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds; and 2) the dollar amount of federal funds for the project.
- l. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office (THSO) website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration (NHTSA) campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Agreement and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - d. To make a good faith effort to continue to maintain a drug-free workplace through implementation of the subject matter of the three (3) preceding paragraphs.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.
- A.6. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 1, 2017 ("Effective Date") and extend for a period of Twelve (12.0) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Safety and Homeland Security, Tennessee Highway Safety Office.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— It must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the

Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. **Termination for Convenience.** The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. **Termination for Cause.** If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. **Subcontracting.** The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. **Conflicts of Interest.** The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Vic Donoho, Director
 Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, Tennessee 37243
 Telephone #: (615) 251-8594
 FAX #: (615) 253-5523

The Grantee:

Seth Isbell, Sergeant
 Franklin County Sheriff's Department
 420 Wilton Circle
 Winchester, Tennessee 37398
 Email Address: nometh34@gmail.com
 Telephone # 9319620123
 FAX # 9319679884

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. **Subject to Funds Availability.** This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. **Nondiscrimination.** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance.** The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. **Public Accountability.** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. **Licensure.** The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. **Monitoring.** The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. **Progress Reports.** The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. **Annual and Final Reports.** The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. **Audit Report.** The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. **Tennessee Department of Revenue Registration.** The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Charges to Service Recipients Prohibited.** The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. **No Acquisition of Equipment or Motor Vehicles.** This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. **State and Federal Compliance.** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- D.29. **Governing Law.** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. **Severability.** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. **Headings.** Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. **Debarment and Suspension.** The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals

or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- E.3. **Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. [This provision only applies if the Maximum Liability in Section C.1. is \$25,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA). This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. **Reporting of Total Compensation of the Grantee's Executives.**
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. Eighty percent (80%) or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
 - (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.

- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

Franklin County Sheriff's Department:

 _____ 
GRANTEE SIGNATURE **DATE**

 _____
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

DAVID W. PURKEY, COMMISSIONER **DATE**

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Franklin County Sheriff's Department County of Franklin
Subrecipient's DUNS number	001110634
Federal Award Identification Number (FAIN)	69A37518300001540TNA
Federal award date	10/01/2017
CFDA number and name	20.607, Alcohol Open Container
Grant contract's begin date	10/01/2017
Grant contract's end date	09/30/2018
Amount of federal funds obligated by this grant contract	\$10,000.00
Total amount of federal funds obligated to the subrecipient	\$10,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$12,451,739.00
Name of federal awarding agency	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the federal awarding official	Vic Donoho, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589 FAX #: (615) 253-5523
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%

Franklin County Government Grant Pre-Application Notification Form

Department or Organization Applying for Grant:		Sheriff Dept
Grant/Program Title:		Governor's High Visibility Law Enforcement Campaigns
Grant Beginning Period:		10/1/17
Grant Ending Period:		9/30/18
Grant Amount:		\$3,000.00
Funding Agency (i.e. State, Federal, Private):		Federal Government
Funding Agency Contact Information		
Name	Vic Donoho, Director – TDOT, Gov Dept of Hwy Safety & Homeland Security Office	
Address	312 Rosa L Parks Blvd, TN Tower, 25th Floor, Nashville, TN 37243	
Phone	615-251-8594	
Fax	615-253-5523	
Email		
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):		With Prior State/Federal Approval
Grant Beneficiary:		Franklin County Sheriff's Dept
Purpose of Grant:		To purchase equipment to aid in High Visibility Law Enforcement Program.
Person/Dept Responsible for Grant Program Management:		Seth Isbell, Sergeant
Person/Dept Responsible for Reporting Expenditures:		Seth Isbell, Sergeant
Person/Dept Responsible for Requesting Revenue Claims:		Seth Isbell, Sergeant
Grant Requirements for Continuation of Program or Cooperative Agreements:		9 mo report requirement, annual audit performed on premise
Grant Requirements for Equipment, Ownership & Insurance:		Franklin County will own/insure equipment purchased
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.:		Items purchased over \$5,000 are assumed as fixed assets, items between \$100 - \$4,999 are added to the sheriff's inventory list.
Grant Requirements for Employment or Contracted Services:		All State & Federal employment guidelines for Overtime shall be followed.
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:		Richard Stewart
		Date: 12/29/17



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date October 1, 2017	End Date September 30, 2018	Agency Tracking # Z18THS111	Edison ID 56133 (AL)
Grantee Legal Entity Name Franklin County Sheriff's Department			Edison Vendor ID 25
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 20.607 Grantee's fiscal year end 06/30/2018	
Service Caption (one line only) High Visibility Enforcement			
Funding —			
FY	State	Federal	Interdepartmental
2018		\$ 3,000.00	
TOTAL:		\$ 3,000.00	\$ 3,000.00
Grantee Selection Process Summary			
<input checked="" type="checkbox"/> Competitive Selection		Grant applications are reviewed based on set criteria. Each criteria section contains several questions which are graded with an "agree", "somewhat agree" or "disagree" answer along with a scale of 1-5 based on the overall quality of each section. The answers are given a point value unknown to the evaluator. Grants are awarded based on the highest scores, data, and funding availability.	
<input type="checkbox"/> Non-competitive Selection			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		<i>CPO USE - GG</i>	
Speed Chart (optional)	Account Code (optional) 71301000		

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Franklin County Sheriff's Department**

This Grant Contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Franklin County Sheriff's Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 25

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Alcohol Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; DUI toxicology testing and training to reduce the backload of pending DUI cases, youth alcohol programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backload of DUI cases pending in courts.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. For grantees that submit quarterly; claims and status reports are due in the State office no later than the fifteenth (15th) of the month following the quarter covered by the reporting period. For grantees that submit monthly; claims and status reports are due in the State office no later than the fifth (5th) of the month following the month covered by the reporting period.

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, forty-five (45) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

- d. To comply with provisions of the Hatch Act (5 U.S.C. 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- g. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- h. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- i. To permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes.
- j. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- k. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds; and 2) the dollar amount of federal funds for the project.
- l. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office (THSO) website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration (NHTSA) campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Agreement and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - d. To make a good faith effort to continue to maintain a drug-free workplace through implementation of the subject matter of the three (3) preceding paragraphs.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.

- A.6. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 1, 2017 ("Effective Date") and extend for a period of Twelve (12.0) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Thousand Dollars and Zero Cents (\$ 3,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Safety and Homeland Security, Tennessee Highway Safety Office.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. **Budget Line-Item.** Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. **Disbursement Reconciliation and Close Out.** The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. **Indirect Cost.** Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. **Cost Allocation.** If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. **Non-allowable Costs.** Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. **State's Right to Set Off.** The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. **Prerequisite Documentation.** The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the

Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. **Termination for Convenience.** The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. **Termination for Cause.** If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. **Subcontracting.** The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. **Conflicts of Interest.** The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Vic Donoho, Director
 Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, Tennessee 37243
 Telephone #: (615) 251-8594
 FAX #: (615) 253-5523

The Grantee:

Seth Isbell, Sergeant
 Franklin County Sheriff's Department
 420 Wilton Circle
 Winchester, Tennessee 37398
 Email Address: nometh34@gmail.com
 Telephone # 9319620123
 FAX # 9319679884

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. **Subject to Funds Availability.** This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. **Nondiscrimination.** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance.** The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. **Public Accountability.** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. **Licensure.** The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. **Monitoring.** The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workarounds plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. **Tennessee Department of Revenue Registration.** The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Charges to Service Recipients Prohibited.** The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. **No Acquisition of Equipment or Motor Vehicles.** This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. **State and Federal Compliance.** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- D.29. **Governing Law.** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. **Severability.** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. **Headings.** Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. **Debarment and Suspension.** The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals

or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- E.3. **Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. [This provision only applies if the Maximum Liability in Section C.1. is \$25,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA). This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. **Reporting of Total Compensation of the Grantee's Executives.**
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. Eighty percent (80%) or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
 - (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.

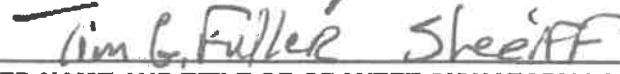
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

Franklin County Sheriff's Department:



 GRANTEE SIGNATURE 12-08-2017
DATE


 PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

 DAVID W. PURKEY, COMMISSIONER DATE

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Franklin County Sheriff's Department County of Franklin
Subrecipient's DUNS number	001110634
Federal Award Identification Number (FAIN)	69A37518300001540TNA
Federal award date	10/01/2017
CFDA number and name	20.607, Alcohol Open Container
Grant contract's begin date	10/01/2017
Grant contract's end date	09/30/2018
Amount of federal funds obligated by this grant contract	\$ 3,000.00
Total amount of federal funds obligated to the subrecipient	\$ 3,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$12,451,739.00
Name of federal awarding agency	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the federal awarding official	Vic Donoho, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589 FAX #: (615) 253-5523
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:	
Name:	<u>Franklin County, Tennessee</u>
Address	<u>P.O. Box 518 - 851 Dinah Shore Blvd.</u> <u>Winchester, TN 37398</u>
Debt Issue Name:	<u>General Obligation Public Improvement Bonds, Series 2017</u>
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.	
2. Face Amount: \$ <u>7,200,000.00</u>	
Premium/Discount:	\$ <u>858,781.15</u>
3. Interest Cost: <u>2.5893</u> %	
<input checked="" type="checkbox"/> Tax-exempt <input type="checkbox"/> Taxable	
<input checked="" type="checkbox"/> TIC <input type="checkbox"/> NIC	
<input type="checkbox"/> Variable: Index _____ plus _____ basis points; or	
<input type="checkbox"/> Variable: Remarketing Agent _____	
<input type="checkbox"/> Other: _____	
4. Debt Obligation:	
<input type="checkbox"/> TRAN <input type="checkbox"/> RAN <input type="checkbox"/> CON	
<input type="checkbox"/> BAN <input type="checkbox"/> CRAN <input type="checkbox"/> GAN	
<input checked="" type="checkbox"/> Bond <input type="checkbox"/> Loan Agreement <input type="checkbox"/> Capital Lease	
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").	
5. Ratings:	
<input type="checkbox"/> Unrated	
Moody's <u>Aa3</u>	Standard & Poor's _____ Fitch _____
6. Purpose:	
	BRIEF DESCRIPTION
<input checked="" type="checkbox"/> General Government <u>100.00</u> %	<u>judicial center, highway, solid waste and em. comm. equip.</u>
<input type="checkbox"/> Education _____ %	_____
<input type="checkbox"/> Utilities _____ %	_____
<input type="checkbox"/> Other _____ %	_____
<input type="checkbox"/> Refunding/Renewal _____ %	_____
7. Security:	
<input checked="" type="checkbox"/> General Obligation	<input type="checkbox"/> General Obligation + Revenue/Tax
<input type="checkbox"/> Revenue	<input type="checkbox"/> Tax Increment Financing (TIF)
<input type="checkbox"/> Annual Appropriation (Capital Lease Only)	<input type="checkbox"/> Other (Describe): _____
8. Type of Sale:	
<input checked="" type="checkbox"/> Competitive Public Sale	<input type="checkbox"/> Interfund Loan _____
<input type="checkbox"/> Negotiated Sale	<input type="checkbox"/> Loan Program _____
<input type="checkbox"/> Informal Bid	
9. Date:	
Dated Date: <u>12/27/2017</u>	Issue/Closing Date: <u>12/27/2017</u>

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2019	\$ 100,000.00	4.0000 %	2030	\$ 590,000.00	4.0000 %
2020	\$ 370,000.00	5.0000 %	2031	\$ 610,000.00	3.0000 %
2021	\$ 385,000.00	5.0000 %	2032	\$ 630,000.00	3.0000 %
2022	\$ 405,000.00	5.0000 %	2033	\$ 650,000.00	3.0000 %
2023	\$ 425,000.00	5.0000 %		\$	%
2024	\$ 445,000.00	5.0000 %		\$	%
2025	\$ 470,000.00	5.0000 %		\$	%
2026	\$ 495,000.00	5.0000 %		\$	%
2027	\$ 515,000.00	5.0000 %		\$	%
2028	\$ 545,000.00	4.0000 %		\$	%
2029	\$ 565,000.00	4.0000 %		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:

No costs or professionals

	AMOUNT <small>(Round to nearest \$)</small>	FIRM NAME
Financial Advisor Fees	\$ 21,750	Stephens, Inc.
Legal Fees	\$ 0	
Bond Counsel	\$ 17,500	Bass, Berry & Sims PLC
Issuer's Counsel	\$ 3,500	Lynch, Lynch & Lynch
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 400	U.S. Bank National Association (and Escrow Agent)
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 14,000	Moodys Investors Service, Inc.
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount <u>0.72</u> %		
Take Down	\$ 51,809	Janney Montgomery Scott LLC
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 1,250	iPreo
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs	\$ 0	
TOTAL COSTS	\$ 110,209	

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:

No Recurring Costs

	AMOUNT (Basis points/%)	FIRM NAME (If different from #11)
Remarketing Agent		
Paying Agent / Registrar	400	
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin		
Other		

13. Disclosure Document / Official Statement:

None Prepared

EMMA link <https://emma.msrb.org/ES1076491-ES840525-ES1241556.pdf> or

Copy attached

14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt? Yes No

Is there a continuing disclosure obligation agreement related to this debt? Yes No

If yes to either question, date that disclosure is due Annually, June 30

Name and title of person responsible for compliance Andrea Smith, Finance Director

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy 12/05/2011

Is the debt obligation in compliance with and clearly authorized under the policy? Yes No

16. Written Derivative Management Policy:

No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy? Yes No

17. Submission of Report:

To the Governing Body: on 1/16/18 and presented at public meeting held on 1/16/18

Copy to Director to OSLF: on 12/28/17 either by:

Mail to: 505 Deaderick Street, Suite 1600
James K. Polk State Office Building
Nashville, TN 37243-1402

OR Email to: StateAndLocalFinance.PublicDebtForm@cot.tn.gov

18. Signatures:

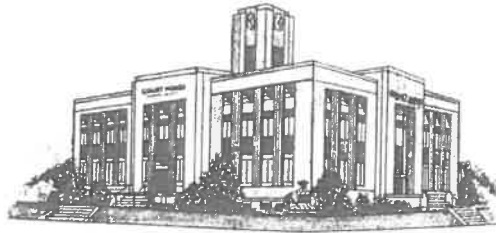
	AUTHORIZED REPRESENTATIVE	PREPARER
Name	<u>Richard Stewart</u>	<u>Jeffrey A. Oldham</u>
Title	<u>County Mayor</u>	<u>Bond Counsel</u>
Firm		<u>Bass, Berry & Sims PLC</u>
Email	<u>richard.stewart@franklincotn.us</u>	<u>joldham@bassberry.com</u>
Date	<u>12/27/2017</u>	<u>12/27/2017</u>

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:

Health, Education and Facilities Board

Chasity Green to fill the unexpired term of Robert E. Hughes, whose term expires
September 2019

A handwritten signature in black ink, appearing to read 'Richard Stewart'. The signature is stylized and fluid, with a long horizontal stroke at the end.

Mayor Richard Stewart

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 JANUARY 29, 2018 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. JOHN R. COLVIN	PO BOX 309 WINCHESTER TN 37398	931-962-1044	205 S HIGH STREET WINCHESTER TN 37398	931-962-1044	
2. DORIS COLVIN-NORTH	210 PATRICK STREET ESTILL SPRINGS TN 37330	931-308-6533	405 SHARP SPRINGS RD WINCHESTER TN 37398	9319672345	
3. JOYCE T. DURM	978 SIX MILE BOARD RD BELVIDERE TN 37306	931-308-9318	185 CREASMAN DRIVE WINCHESTER TN 37398	9319678411	
4. VICKEY FLEMING	57 FLINT DRIVE DECHERD TN 37324	931-962-4210	7 SOUTH HIGH STREET WINCHESTER TN 37398	931-967-4771	
5. KIM HOPKINS	170 YOUNG LANE WINCHESTER TN 37398		1418 DINAH SHORE BLVD WINCHESTER TN 37398	9319673342	
6. ANDREA N. MARTIN	1506 CLARK ST WINCHESTER TN 37398	615-574-1577	1506 CLARK ST WINCHESTER TN 37398	6155741577	
7. MARTA JO MCBEE	230 SHASTEEN HOLLOW RD LYNCHBURG TN 37352	931-308-1630	2661 DECHERD BLVD WINCHESTER TN 37398	931-962-3323	
8. LESLIE R. MCGOWAN	255 KITCHEN HOLLOW ROAD WINCHESTER TN 37398	931-808-8550	100 KINDEL DRIVE, STE B-120 ARNOLD AFB TN 37389	931-454-4657	
9. PENNY MORRIS	172 CHICKAMAUGA TRAIL WINCHESTER TN 37398	931-308-5184	1926 FAYETTEVILLE HIGHWAY LYNCHBURG TN 37352	931-759-6252	PENNY MORRIS PENNY MORR
10. CRISSIE W. MOSS	PO BOX 114 WINCHESTER TN 37398	931-308-9930	PO BOX 502 WINCHESTER TN 37398	931-967-0344	
11. LINDA F. NEWMAN	1003 DEAN SHOP ROAD ESTILL SPRINGS TN 37330	931-596-3154	109 1ST AVE SW WINCHESTER TN 37398	931-967-4255	
12. THOMAS H. NORTH JR.	210 PATRICK STREET ESTILL SPRINGS TN 37330	931-308-9409	405 SHARP SPRINGS RD WINCHESTER TN 37398	9319672345	
13. TIMOTHY S. PRIEST	172 LAKEWOOD DR WINCHESTER TN 37398	931-967-0220	120 N. JEFFERSON ST WINCHESTER TN 37398	9319673888	
14. LISA A. SMITH	1782 GREASY COVE ROAD HUNTLAND TN 37345	931-469-0886	104 KENMORE AVE WINCHESTER TN 37398	931-968-9303	
15. PAM TIPPS	3238 GOURDNECK RD NW TULLAHOMA TN 37388	931-455-7052	112 W LAUDERDALE ST TULLAHOMA TN 37388	9313934735	
16. TEENA WAGGONER	257 WOODCREST DRIVE WINCHESTER TN 37398	931-580-4020	7 SOUTH HIGH STREET WINCHESTER TN 37398	931-967-2532	

SIGNATURE

CLERK OF THE COUNTY OF FRANKLIN, TENNESSEE

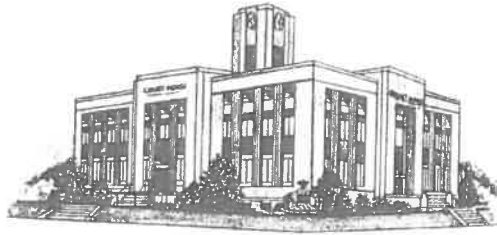
DATE

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:

Emergency Communication District (911)

Eddie Clark, 4th District
John Shumard, 5th District
Rex Cowley, 6th District
David Stafford, 7th District
Jim Mitchell, 8th District
Stann Henn

The above are to serve a 4 year term.

A handwritten signature in black ink, appearing to read 'Richard Stewart'. The signature is written in a cursive, somewhat stylized font.

Mayor Richard Stewart

**PLEASE SIGN-IN
GUEST AND MEDIA**

**FRANKLIN COUNTY FULL COMMISSION MEETING
January 29, 2018
REGULAR SESSION**

<u>NAME</u>	<u>AFFILIATION</u>
1. William Anderson	FCSW
2. Kelly May	Journey Church
3. Sue Fulmer	30° Below - Journey
4. Melanie Morrow	30° Below - Journey Church
5. Clint Morrow	30° Below - Journey Church
6. John McEllean	30° Below - Journey Church
7. John Woodall	FCHD
8. Andrea Smith	FC Finance
9. Jim Wiseman	Taxpayer
10. Gary R. Mundy	
11. Lerra Long	30° Below - Journey
12. Sarah Limbaugh	30° Below - Journey
13. Seth Miller	
14. Wayne Singer	Chamber Leadership
15. Pat Brown	WCOT
16. Joe Cook	

NAME

AFFILIATION

- 17. Tyler August Resident
- 18. Denise Rudder 30° Below
- 19. Frances Brazier 30° Below
- 20. Jamie Papp 30° Below
- 21. Sharon Fox 30° Below
- 22. Giff Porth 30° Below
- 23. Jessicamay Journey / Rain Teen
- 24. Petrulich F.C. PLANNING & ZONING
- 25. Sheila Taylor Journey / Rain Teen 30° Below
- 26. Pat Dykes Journey / Rain Teen 30° Below
- 27. Cindy Lauer Direct
- 28. DREW GETTY Resident / LFC
- 29. Th Michael Resident
- 30. Ed Ale Resident / LFC
- 31. Nancy Hibler F. C: Kiwanis / ~~30° Below~~
- 32. Christie Stewart help with 30° Below
- 33. Becky Suther 30° Below
- 34. Eric P. Wampert Camp & FRC / 30° Below
- 35. Mark ~~Boia~~ ^{Mark} Boia 30° Below
- 36. Bruce Romano 30° Below homeless
- 37. _____
- 38. _____
- 39. _____

OTHER COMMENTS:

Andrea Smith, Finance Director gave an update on the progress of the large projects; Jail Expansion, Highway and Solid Waste

Van Buskirk thanked those who assisted in the attempt to project the meeting agenda overhead for the audience.

**MOTION BY STINES TO ADJOURN AT 7:43 PM, SECOND
SCHULTZ, ALL AYES; APPROVED BY VOICE VOTE 13/0.**

Benediction was given by Chairman Eddie Clark

January 29, 2018 REGULAR SESSION

DATE APPROVED BY COMMISSION: _____ MB _____ PAGE _____

CHAIR OF COUNTY COMMISSION

COUNTY CLERK