

**REGULAR SESSION AGENDA  
FRANKLIN COUNTY  
BOARD OF COMMISSIONERS  
7:00 PM  
Franklin County Courthouse**

**Monday June 16, 2014**

- 1) **CALL TO ORDER** Chairman Eddie Clark  
Opening & Pledge of Allegiance .....Sheriff Tim Fuller  
Invocation .....Chairman Eddie Clark
  
- 2) **ROLL CALL** County Clerk Phillip Custer  
Declaration of Quorum .....Chairman Eddie Clark
  
- 3) **APPROVAL OF MINUTES:**  
REGULAR SESSION of April 21, 2014 Book 27 Pages 520-667
  
- 4) **REPORT OF THE FINANCE DIRECTOR: 1-19**
  - a) Report of Revenues and Expenditures (March & April 2014)
  - b) Quarter Report ending March 31, 2014 (County, Highway, Schools)
  
- 5) **RECOMMENDATIONS/COMMUNICATIONS:**
  - a) Dr. Rebecca Sharber, Director of Schools
  - b) Fair Board Representative
  - c) Amy Burroughs, Belvidere Resident
  
- 6) **COMMITTEE/DEPARTMENT REPORTS: 20-42**
  - a) Franklin Co Trustee's Interest Earned Analysis & Comparison (March/April 2014)
  - b) Local Option Sales Tax Analysis & Comparison (March/April 2014)
  - c) Legislative Committee Minutes (June 5, 2014)
  - d) Finance Committee Minutes (June 3, 2014)
  - e) E-911 Financial Statements (February & March 2014)
  
- 7) **OLD BUSINESS:**

**8) NEW BUSINESS/RESOLUTIONS: 43-104**

- a) Resolution 8a-0614 of Ratification and Approval of Private Chapter No. 48, House Bill No. 2518, Senate Bill 2615 (Transferring clerical duties for probate to Clerk and Master)
- b) Resolution 8b-0614 To Adopt a Continuing Budget and Tax Rate
- c) Resolution 8c-0614 Amending the General Fund, Library Fund, Solid Waste Fund, Local Purpose Fund... (changes attached)
- d) Resolution 8d-0614 Amending the Board of Ed General Purpose School Budget (\$652)
- e) Resolution 8e-0614 Amending the Board of Ed General Purpose School Budget (\$12,721)
- f) Resolution 8f-0614 To Transfer Funds From General Purpose School to Federal Projects Fund (\$100,000)
- g) Resolution 8g-0614 To Transfer Funds From General Purpose School to Federal Projects Fund (\$10,000)
- h) Resolution 8h-0614 Amending the Highway Fund Budget (changes attached)
- i) Resolution 8i-0614 Approving Contracted Services, Simplex Grinnell/Annex & Ag Pavilion
- j) Resolution 8j-0614 Repealing Resolution #H3-0108-03 in Regard to Employees Hired
- k) (Bring to Floor) Resolution 8k-0614 Approving Contracted Services; Library/Bradford Landscaping
- l) Cooperative Purchasing Contracts/Agreement
- m) Farmers Market Grant Pre-Application Notification Form and Contract
- n) Board of Education 2013-2014 Budget Amendment Self Supporting Grant

**9) ELECTIONS/APPOINTMENTS: 105-107**

- a) Reappointment Audit Committee
- b) Appointment to Library Board
- c) Approval of 8 Applicants for Notary Public

**Comments**

**Adjournment**

**Benediction:** Commissioner Chuck Stines

EC/ms

FUND CATEGORY	APPROP FY 13/14	AMENDED FY 13/14	COLLECTED MAR	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
<b>GENERAL FUND (101)</b>						
Local Taxes (40000)	9,271,214	25,175	310,113	8,892,928	403,461	95.66%
Licenses & Permits (41000)	68,000		5,675	46,854	21,146	68.90%
Fines, Forfeitures & Penalties (42000)	179,779	22,950	16,942	136,686	66,043	67.42%
Charges for Current Services (43000)	211,034	37,238	25,468	196,165	52,107	79.01%
Other Local Revenue (44000)	127,750	20,019	4,362	79,177	68,592	53.58%
Fees from Officials (45000)	1,693,591	8,381	114,574	1,300,762	401,211	76.43%
State of Tennessee (46000)	3,045,673	376,044	169,457	1,764,766	1,656,951	51.58%
Federal Government (47000)	376,032	1,693,479	81,404	468,779	1,600,733	22.65%
Other Governments & Citizens (48000)	311,000	53,363	75	88,695	275,668	24.34%
Other Sources (49000)	159,606	450,000	-	450,000	159,606	73.82%
<b>Total County General</b>	<b>15,443,679</b>	<b>2,686,650</b>	<b>728,069</b>	<b>13,424,811</b>	<b>4,705,518</b>	<b>74.05%</b>
<b>COURTHOUSE/JAIL MAINT. (112)</b>						
Local Taxes (40000)	150,000	10,340	12,935	106,468	53,872	66.40%
<b>Total Courthouse/Jail Maintenance</b>	<b>150,000</b>	<b>10,340</b>	<b>12,935</b>	<b>106,468</b>	<b>53,872</b>	<b>66.40%</b>
<b>LIBRARY (115)</b>						
Local Taxes (40000)	288,378	250	9,024	282,579	6,049	97.90%
Licenses & Permits (41000)	1,230		-	999	231	81.20%
Charges for Current Services (43000)	18,000		1,170	11,619	6,381	64.55%
Other Local Revenue (44000)	3,165	1,000	185	2,330	1,835	55.95%
State of Tennessee (46000)	-		-	-	-	
Other Governments & Citizens (48000)	30,600	1,000	2,600	20,648	10,952	65.34%
Other Sources (49000)	-		-	-	-	
<b>Total Library</b>	<b>341,373</b>	<b>2,250</b>	<b>12,978</b>	<b>318,175</b>	<b>25,448</b>	<b>92.59%</b>
<b>SOLID WASTE (116)</b>						
Local Taxes (40000)	967,559		35,972	947,408	20,152	97.92%
Licenses & Permits (41000)	6,200		-	4,763	1,437	76.82%
Charges for Current Services (43000)	25,000	10,000	1,640	21,420	13,580	61.20%
Other Local Revenue (44000)	276,000	288	17,479	169,018	107,270	61.17%
State of Tennessee (46000)	25,000		-	12,690	12,310	50.76%
Federal Government (47000)	-		-	-	-	
Other Sources (49000)	150,000		-	100,000	50,000	66.67%
<b>Total Solid Waste</b>	<b>1,449,759</b>	<b>10,288</b>	<b>55,091</b>	<b>1,255,299</b>	<b>204,748</b>	<b>85.98%</b>
<b>Local Purpose (Rural Fire 120)</b>						
Local Taxes (40000)	474,101		19,411	426,131	47,970	89.88%
Licenses & Permits (41000)	23,400		-	22,286	1,114	95.24%
Other Local Revenues (44000)	-	180	-	180	-	100.00%
Other Governments & Citizens (48000)	-		-	-	-	
<b>Total Local Purpose</b>	<b>497,501</b>	<b>180</b>	<b>19,411</b>	<b>448,598</b>	<b>49,084</b>	<b>90.14%</b>
<b>Drug Control Fund (122)</b>						
Fines, Forfeitures & Penalties (42000)	31,400	29,000	774	36,660	23,740	60.70%
Other General Service Charges (43000)	500		-	-	500	0.00%
Other Local Revenue (44000)	5,200	565	-	4,075	1,690	70.69%
State of Tennessee (46000)	-		-	-	-	
Federal Revenue (47000)	-	38,669	2,332	41,001	(2,332)	0.00%
Other Governments & Citizens (48000)	-	50	-	50	-	
<b>Total Drug Control</b>	<b>37,100</b>	<b>68,284</b>	<b>3,106</b>	<b>81,786</b>	<b>23,598</b>	<b>77.61%</b>

FUND CATEGORY	APPROP FY 13/14	AMENDED FY 13/14	COLLECTED MAR	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
<b>HIGHWAY (131)</b>						
Local Taxes (40000)	596,092		17,029	566,560	29,532	95.05%
Licenses & Permits (41000)	1,650		-	1,833	(183)	111.09%
Charges for Current Services (43000)	1,500		236	767	733	51.14%
Other Local Revenue (44000)	18,700		204	4,649	14,051	24.86%
State of Tennessee (46000)	2,023,356		148,164	1,286,722	736,634	63.59%
Federal Government (47000)	-		-	-	-	
Other Sources (49000)	12,000		-	7,973	4,027	66.44%
<b>Total Highway</b>	<b>2,653,298</b>	<b>-</b>	<b>165,633</b>	<b>1,868,504</b>	<b>784,794</b>	<b>70.42%</b>
<b>General Debt Service (151)</b>						
Local Taxes (40000)	1,349,094	250	45,849	1,295,736	53,608	96.03%
Licenses & Permits (41000)	4,200		-	4,205	(5)	100.11%
Other Local Revenue (44000)	-	0	-	0	-	100.00%
Other Sources (49000)	1,078,309		-	-	1,078,309	0.00%
<b>Total General Debt Service</b>	<b>2,431,603</b>	<b>250</b>	<b>45,849</b>	<b>1,299,941</b>	<b>1,131,912</b>	<b>53.45%</b>
<b>Education Debt Service (156)</b>						
Local Taxes (40000)	2,462,919	41,000	46,308	2,023,727	480,192	80.82%
Licenses & Permits (41000)	7,626		-	5,229	2,397	68.57%
Other Governments (48000)	510,000		-	-	510,000	0.00%
Other Sources (49000)	-		-	-	-	
<b>Total Education Debt Service</b>	<b>2,980,545</b>	<b>41,000</b>	<b>46,308</b>	<b>2,028,957</b>	<b>992,588</b>	<b>67.15%</b>
<b>School General Fund (141)</b>						
Local Taxes (40000)	13,528,099	4,800	625,459	12,488,008	1,044,891	92.28%
Licenses & Permits (41000)	43,800		133	35,176	8,624	80.31%
Charges for Current Services (43000)	264,397		15,165	153,743	110,654	58.15%
Other Local Revenue (44000)	266,926	126,401	19,336	234,297	159,030	59.57%
State of Tennessee (46000)	27,524,526	609,512	2,694,219	22,011,885	6,122,153	78.24%
Federal Government (47000)	177,840	166,099	4,069	137,968	205,971	40.11%
Other Government & Citizens (48000)	-		-	-	-	
Other Sources (49000)	-	100,000	-	-	100,000	0.00%
<b>Total School General Fund</b>	<b>41,805,588</b>	<b>1,006,813</b>	<b>3,358,382</b>	<b>35,061,077</b>	<b>7,751,324</b>	<b>81.89%</b>
<b>Centralized Cafeteria Fund (143)</b>						
Charges for Current Services (43000)	1,260,303		109,914	773,542	486,761	61.38%
Other Local Revenue (44000)	5,500		479	15,110	(9,610)	274.73%
State of Tennessee (46000)	32,754		-	32,736	18	99.95%
Federal Government (47000)	2,200,803		198,987	1,360,233	840,570	61.81%
Other Sources (48000)	-		-	-	-	
<b>Total Centralized Cafeteria</b>	<b>3,499,360</b>	<b>-</b>	<b>309,380</b>	<b>2,181,621</b>	<b>1,317,739</b>	<b>62.34%</b>

FUND CATEGORY	APPROP FY 13/14	AMENDED FY 13/14	COLLECTED APR	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
<b>GENERAL FUND (101)</b>						
Local Taxes (40000)	9,271,214	40,945	200,356	9,093,284	218,875	97.65%
Licenses & Permits (41000)	68,000		4,447	51,301	16,699	75.44%
Fines, Forfeitures & Penalties (42000)	179,779	22,950	24,461	161,146	41,583	79.49%
Charges for Current Services (43000)	211,034	37,758	24,705	220,871	27,921	88.78%
Other Local Revenue (44000)	127,750	24,778	11,578	90,755	61,773	59.50%
Fees from Officials (45000)	1,693,591	8,381	118,380	1,419,142	282,830	83.38%
State of Tennessee (46000)	3,045,673	376,044	318,415	2,083,181	1,338,536	60.88%
Federal Government (47000)	376,032	1,693,479	81,236	550,015	1,519,497	26.58%
Other Governments & Citizens (48000)	311,000	53,363	65,962	154,657	209,706	42.45%
Other Sources (49000)	159,606	450,000	3,803	453,803	155,803	74.44%
<b>Total County General</b>	<b>15,443,679</b>	<b>2,707,699</b>	<b>853,343</b>	<b>14,278,155</b>	<b>3,873,223</b>	<b>78.66%</b>
<b>COURTHOUSE/JAIL MAINT. (112)</b>						
Local Taxes (40000)	150,000	10,340	13,187	119,655	40,685	74.63%
<b>Total Courthouse/Jail Maintenance</b>	<b>150,000</b>	<b>10,340</b>	<b>13,187</b>	<b>119,655</b>	<b>40,685</b>	<b>74.63%</b>
<b>LIBRARY (115)</b>						
Local Taxes (40000)	288,378	250	4,242	286,821	1,807	99.37%
Licenses & Permits (41000)	1,230		1	1,000	230	81.26%
Charges for Current Services (43000)	18,000		1,618	13,237	4,763	73.54%
Other Local Revenue (44000)	3,165	1,000	298	2,628	1,537	63.10%
State of Tennessee (46000)	-	1,419	-	-	1,419	
Other Governments & Citizens (48000)	30,600	1,000	2,595	23,243	8,357	73.55%
Other Sources (49000)	-			-	-	
<b>Total Library</b>	<b>341,373</b>	<b>3,669</b>	<b>8,754</b>	<b>326,928</b>	<b>18,114</b>	<b>94.75%</b>
<b>SOLID WASTE (116)</b>						
Local Taxes (40000)	967,559		15,279	962,686	4,873	99.50%
Licenses & Permits (41000)	6,200		4	4,766	1,434	76.88%
Charges for Current Services (43000)	25,000	10,000	240	21,660	13,340	61.89%
Other Local Revenue (44000)	276,000	288	19,365	188,383	87,905	68.18%
State of Tennessee (46000)	25,000		-	12,690	12,310	50.76%
Federal Government (47000)	-		-	-	-	
Other Sources (49000)	150,000		-	100,000	50,000	66.67%
<b>Total Solid Waste</b>	<b>1,449,759</b>	<b>10,288</b>	<b>34,887</b>	<b>1,290,186</b>	<b>169,861</b>	<b>88.37%</b>
<b>Local Purpose (Rural Fire 120)</b>						
Local Taxes (40000)	474,101		13,781	439,912	34,189	92.79%
Licenses & Permits (41000)	23,400		2	22,288	1,112	95.25%
Other Local Revenues (44000)	-	180	-	180	-	100.00%
Other Governments & Citizens (48000)	-			-	-	
<b>Total Local Purpose</b>	<b>497,501</b>	<b>180</b>	<b>13,783</b>	<b>462,381</b>	<b>35,301</b>	<b>92.91%</b>
<b>Drug Control Fund (122)</b>						
Fines, Forfeitures & Penalties (42000)	31,400	29,000	11,808	48,468	11,932	80.24%
Other General Service Charges (43000)	500		-	-	500	0.00%
Other Local Revenue (44000)	5,200	565	1,810	5,885	(120)	102.08%
State of Tennessee (46000)	-		-	-	-	
Federal Revenue (47000)	-	38,669	8,000	49,001	(10,332)	0.00%
Other Governments & Citizens (48000)	-	50	-	50	-	
<b>Total Drug Control</b>	<b>37,100</b>	<b>68,284</b>	<b>21,618</b>	<b>103,404</b>	<b>1,980</b>	<b>98.12%</b>

FUND CATEGORY	APPROP FY 13/14	AMENDED FY 13/14	COLLECTED APR	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
<b>HIGHWAY (131)</b>						
Local Taxes (40000)	596,092		15,196	581,756	14,336	97.59%
Licenses & Permits (41000)	1,650		1	1,834	(184)	111.18%
Charges for Current Services (43000)	1,500		-	767	733	51.14%
Other Local Revenue (44000)	18,700		35	4,684	14,016	25.05%
State of Tennessee (46000)	2,023,356		145,897	1,432,620	590,736	70.80%
Federal Government (47000)	-		-	-	-	
Other Sources (49000)	12,000		5,449	13,422	(1,422)	111.85%
<b>Total Highway</b>	<b>2,653,298</b>	<b>-</b>	<b>166,578</b>	<b>2,035,083</b>	<b>618,215</b>	<b>76.70%</b>
<b>General Debt Service (151)</b>						
Local Taxes (40000)	1,349,094	250	25,835	1,321,570	27,774	97.94%
Licenses & Permits (41000)	4,200		3	4,208	(8)	100.19%
Other Local Revenue (44000)	-	0	-	0	-	100.00%
Other Sources (49000)	1,078,309		-	-	1,078,309	0.00%
<b>Total General Debt Service</b>	<b>2,431,603</b>	<b>250</b>	<b>25,838</b>	<b>1,325,778</b>	<b>1,106,075</b>	<b>54.52%</b>
<b>Education Debt Service (156)</b>						
Local Taxes (40000)	2,462,919	41,000	21,019	2,044,747	459,172	81.66%
Licenses & Permits (41000)	7,626		4	5,233	2,393	68.62%
Other Governments (48000)	510,000		-	-	510,000	0.00%
Other Sources (49000)	-		-	-	-	
<b>Total Education Debt Service</b>	<b>2,980,545</b>	<b>41,000</b>	<b>21,023</b>	<b>2,049,980</b>	<b>971,565</b>	<b>67.85%</b>
<b>School General Fund (141)</b>						
Local Taxes (40000)	13,528,099	138,948	489,525	12,977,533	689,514	94.95%
Licenses & Permits (41000)	43,800		215	35,391	8,409	80.80%
Charges for Current Services (43000)	264,397		15,250	168,993	95,404	63.92%
Other Local Revenue (44000)	266,926	176,918	56,158	290,455	153,389	65.44%
State of Tennessee (46000)	27,524,526	595,704	2,838,060	24,849,945	3,270,285	88.37%
Federal Government (47000)	177,840	166,099	35,766	173,734	170,205	50.51%
Other Government & Citizens (48000)	-		-	-	-	
Other Sources (49000)	-	100,000	-	-	100,000	0.00%
<b>Total School General Fund</b>	<b>41,805,588</b>	<b>1,177,670</b>	<b>3,434,974</b>	<b>38,496,051</b>	<b>4,487,206</b>	<b>89.56%</b>
<b>Centralized Cafeteria Fund (143)</b>						
Charges for Current Services (43000)	1,260,303		132,630	906,172	354,131	71.90%
Other Local Revenue (44000)	5,500		3,176	18,286	(12,786)	332.47%
State of Tennessee (46000)	32,754		-	32,736	18	99.95%
Federal Government (47000)	2,200,803		233,638	1,593,871	606,932	72.42%
Other Sources (48000)	-		-	-	-	
<b>Total Centralized Cafeteria</b>	<b>3,499,360</b>	<b>-</b>	<b>369,444</b>	<b>2,551,065</b>	<b>948,295</b>	<b>72.90%</b>

FUND CATEGORY	APPROP FY 13/14	AMENDED FY 13/14	EXPENDED MAR	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
<b>GENERAL FUND (101)</b>							
County Commission (51100)	285,317	5,058	30,873	206,509	17,826	66,039	71.12%
Beer Board (51220)	475		-	285	-	190	59.92%
County Mayor (51300)	153,416	1,000	11,789	113,975	1,055	39,386	73.81%
County Attorney (51400)	10,225		800	8,100	1,600	525	79.22%
Election Commission (51500)	229,889	81,926	12,259	211,441	9,889	90,484	67.81%
Register of Deeds (51600)	316,063		22,496	219,346	9,071	87,646	69.40%
Planning & Zoning (51720)	147,457		9,121	100,177	3,437	43,844	67.94%
County Buildings (51800)	1,181,519	334,060	80,931	712,600	42,996	759,983	47.02%
Other General Admin - IT (51900)	68,932	3,700	5,978	49,267	5,224	18,141	67.83%
Property Assessor (52300)	482,862	222	44,131	316,435	37,352	129,297	65.50%
County Trustee (52400)	295,155		21,222	217,535	943	76,677	73.70%
County Clerk (52500)	529,008	3,985	37,772	390,099	7,381	135,512	73.19%
Finance Dept. (52900)	646,504	18,491	48,755	487,369	7,867	169,759	73.29%
Circuit Court (53100)	884,621		63,516	622,738	11,200	250,683	70.40%
General Sessions (53300)	295,612		23,366	216,585	909	78,118	73.27%
Drug Court (53330)	58,140	263	4,791	43,405	-	14,997	74.32%
Chancery Court (53400)	197,240	48,059	14,497	148,055	1,036	96,208	60.36%
Juvenile Court (53500)	123,816		9,090	88,949	-	34,867	71.84%
Judicial Commissioners (53700)	125,341		8,726	85,129	-	40,212	67.92%
Other Admin of Justice (53900)	20,000			2,550	4,000	13,450	12.75%
Probation Service (53910)	115,327		8,582	82,010	250	33,067	71.11%
Sheriff's Dept. (54110)	3,412,664	23,783	313,777	2,412,329	109,888	914,230	70.20%
Admin. Of Sexual Offender (54160)	20,490		1,785	13,280	-	7,210	64.81%
Jail (54210)	1,696,160	41,932	196,450	1,230,232	62,013	445,847	70.78%
Reentry Program (54230) <b>Grants</b>	309,681	1,183,047	80,502	416,587	355,843	720,298	27.91%
Juvenile Service (54240)	23,000		670	7,420	10,580	5,000	32.26%
Civil Defense (54410)	148,758	5,000	8,616	93,939	10,967	48,851	61.10%
Rescue Squad (54420)	30,000	1,747	-	25,512	991	5,244	80.36%
Consolidated Communications(54490)	857,771	31,000	65,269	617,031	32,098	239,643	69.43%
County Coroner (54610)	31,500		500	19,630	1,000	10,870	62.32%
Other Public Safety (54710) <b>Grants</b>	-	115,640	1,705	66,001	31,542	18,098	57.07%
Local Health Center (55110)	43,526	4,918	2,803	26,087	6,390	15,967	53.85%
Rabies & Animal Ctrl. (55120)	239,484	360	12,815	167,719	7,568	64,557	69.93%
Other Local Health Serv (55190) <b>Grant</b>	153,237	5,500	10,238	97,152	-	61,585	61.20%
Appropriation to State (55390)	30,646		7,662	30,646	-	-	100.00%
General Welfare Assist.(55510)	17,775		17,775	17,775	-	-	100.00%
Litter Control (55731) <b>(%Grant)</b>	84,164	2,000	5,636	51,709	6,801	27,654	60.01%
Other Public Health & Welfare (55900) <b>Grant</b>	-	38,562	-	-	3,441	35,121	0.00%
Senior Citizens Assistance (56300)	157,350		8,610	81,838	44,111	31,401	52.01%
Parks & Fair Board (56700)	29,030		1,423	16,280	3,531	9,219	56.08%
Agriculture Extension Serv.(57100)	102,217		1,076	55,379	553	46,285	54.18%
Soil Conservation (57500)	79,075		5,724	57,412	100	21,563	72.60%
Industrial Development (58120)	34,221	162,066	976	23,730	114,581	57,976	0.00%
Other Econ & Comm. Dev. (58190)	144,628	285,344	27,963	154,325	70,496	205,151	35.89%
Veteran's Services (58300)	18,484	250	1,487	14,366	111	4,256	76.69%
Other Charges (58400)	726,765	3,000	18,993	607,940	550	121,275	83.31%
Capital Projects (90000)	-	515,122	-	14,210	91,838	409,073	2.76%
Operating Transfer (99110)	1,085,309		-	107,973	-	977,336	9.95%
<b>Total County General</b>	<b>15,642,854</b>	<b>2,916,035</b>	<b>1,251,148</b>	<b>10,749,060</b>	<b>1,127,030</b>	<b>6,682,798</b>	<b>57.92%</b>
<b>COURTHOUSE/JAIL MAINT. (112)</b>							
Other Charges (58400)	1,799	110	129	1,196	-	713	0.00%
Transfers Out (99100)	155,000	10,230	-	-	-	165,230	0.00%
<b>Total Courthouse/Jail Maintenance</b>	<b>156,799</b>	<b>10,340</b>	<b>129</b>	<b>1,196</b>	<b>-</b>	<b>165,943</b>	<b>0.72%</b>

FUND CATEGORY	APPROP FY 13/14	AMENDED FY 13/14	EXPENDED MAR	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
<b>LIBRARY (115)</b>							
LIBRARIES (56500)	306,196		23,752	174,881	17,184	114,132	57.11%
Other Charges (58400)	34,858		1,307	26,159	150	8,549	75.04%
Operating Transfer (99110)	2,000		-	-	-	2,000	0.00%
<b>Total Library</b>	<b>343,054</b>	<b>-</b>	<b>25,059</b>	<b>201,040</b>	<b>17,334</b>	<b>124,680</b>	<b>58.60%</b>
<b>SOLID WASTE (116)</b>							
Sanitation Educ./Info. (55720)	2,000		-	377	-	1,623	18.86%
Convenience Centers (55732)	249,326		17,679	161,195	4,400	83,731	64.65%
Transfer Station (55733)	1,030,656	12,288	68,158	712,008	159,071	171,865	68.27%
Postclosure Care Costs (55770)	12,000		-	3,500	8,220	280	29.17%
Other Charges (58400)	83,045	100	1,401	73,396	421	9,328	88.28%
Operating Transfers (99100)	153,803		-	-	-	153,803	0.00%
<b>Total Solid Waste</b>	<b>1,530,830</b>	<b>12,388</b>	<b>87,238</b>	<b>950,476</b>	<b>172,112</b>	<b>420,629</b>	<b>61.59%</b>
<b>Local Purpose (Rural Fire 120)</b>							
Fire Prenvention & Control (54310)	503,600	180	36,657	163,798	297,325	42,658	32.51%
<b>Total Local Purpose</b>	<b>503,600</b>	<b>180</b>	<b>36,657</b>	<b>163,798</b>	<b>297,325</b>	<b>42,658</b>	<b>32.51%</b>
<b>Drug Control Fund (122)</b>							
Drug Enforcement (54150)	60,245	60,534	282	51,093	7,453	62,232	42.30%
Other Charges (58400)	250	1,500	8	376	-	1,374	21.50%
<b>Total Drug Control</b>	<b>60,495</b>	<b>62,034</b>	<b>290</b>	<b>51,469</b>	<b>7,453</b>	<b>63,606</b>	<b>42.01%</b>
<b>HIGHWAY (131)</b>							
Administration (61000)	306,995		22,409	215,080	1,933	89,982	70.06%
Highway Maintenance (62000)	820,408		39,857	418,715	7,290	394,403	51.04%
Operations & Maintenance (63100)	388,379		15,373	156,046	44,059	188,273	40.18%
Quarry Operations (63400)	302,898		19,262	148,267	87,840	66,791	48.95%
Other Charges (65000)	210,197		10,073	150,599	3,562	56,036	71.65%
Capital Outlay (68000)	813,232	65,302	17,514	126,615	6,020	745,899	14.41%
Highways & Streets (82120)	50,763		3,284	44,154	4,466	2,143	86.98%
Highways & Streets (82220)	9,505		144	9,255	122	128	97.37%
Transfers Out (99100)	3,803		-	-	-	3,803	0.00%
<b>Total Highway</b>	<b>2,906,180</b>	<b>65,302</b>	<b>127,917</b>	<b>1,268,731</b>	<b>155,293</b>	<b>1,547,459</b>	<b>42.70%</b>
<b>General Debt Service (151)</b>							
General Government Debt Service	2,306,488	3,250	331,095	567,941	750	1,741,047	24.59%
<b>Total General Debt Service</b>	<b>2,306,488</b>	<b>3,250</b>	<b>331,095</b>	<b>567,941</b>	<b>750</b>	<b>1,741,047</b>	<b>24.59%</b>
<b>Education Debt Service (156)</b>							
Educ Government Debt Service	3,157,182	75	771	2,651,538	1,000	504,719	83.98%
<b>Total Education Debt Service</b>	<b>3,157,182</b>	<b>75</b>	<b>771</b>	<b>2,651,538</b>	<b>1,000</b>	<b>504,719</b>	<b>83.98%</b>

FUND CATEGORY	APPROP FY 13/14	AMENDED FY 13/14	EXPENDED MAR	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
<b>School General Fund (141)</b>							
<b>Instruction</b>							
Regular Instruction (71100)	20,443,607	92,270	1,570,677	11,200,793	551,880	8,783,204	54.54%
Alternative School (71150)	224,841		16,126	118,981	1,559	104,301	52.92%
Special Education Program (71200)	3,892,532	(12,534)	308,019	2,155,352	93,955	1,630,691	55.55%
Vocational Education Program (71300)	1,382,070		108,868	752,653	28,143	601,274	54.46%
Student Body Education Prog (71400)	125,342		15,459	93,886	22,330	9,126	74.90%
Adult Educ Program (71600)	-		-	-	-	-	
<b>Support</b>							
Attendance (72110)	207,287		15,677	131,381	-	75,906	63.38%
Health Services (72120)	401,975		33,114	227,776	2,520	171,679	56.66%
Other Support Services (72130)	1,298,868	63,174	97,471	743,483	70,006	548,554	54.59%
Regular Instruction (72210)	1,111,653	27,773	91,689	715,396	10,300	413,730	62.79%
Special Educ Program (72220)	369,813		26,726	243,062	16,226	110,526	65.73%
Vocational Educ Prog (72230)	66,320		5,417	42,093	7,346	16,881	63.47%
Adult Educ Program (72260)	-		-	-	-	-	
Board of Education (72310)	1,135,019	(2,712)	18,156	980,390	24,392	127,525	86.58%
Director of Schools (72320)	411,326	92	9,626	258,318	18,398	134,702	62.79%
Office of Principals (72410)	2,249,023	14,105	190,648	1,369,450	-	893,678	60.51%
Human Resources (72520)	112,840		8,163	74,889	3,622	34,329	66.37%
Operation of Plant (72610)	3,724,327	22,420	306,106	2,572,147	156,937	1,017,663	68.65%
Maintenance of Plant (72620)	1,457,170		94,981	878,390	241,533	337,247	60.28%
Transportation (72710)	2,345,182	23,217	205,180	1,611,516	529,761	227,122	68.04%
Central & Other (72810)	578,892	25,000	45,873	388,076	54,982	160,834	64.26%
<b>Non-Instructional</b>							
Community Services (73300)	305,180	738,111	58,361	580,027	46,237	417,027	55.60%
Early Childhood Education (73400)	1,362,852	(9,176)	111,688	791,758	4,138	557,780	58.49%
<b>Capital Outlay &amp; Debt Service</b>							
Capital Outlay (76100)	100,000	17,932	-	(0)	-	117,932	0.00%
Principal Debt Service (82130)	204,186		39,723	178,918	-	25,268	87.62%
Interest Debt Service (82230)	534,388		10,063	23,856	510,000	532	4.46%
Other Debt Service (82330)	-		-	-	-	-	
Transfers Out (99100)	-	103,400	-	100,000	-	3,400	96.71%
<b>Total School General Fund</b>	<b>44,044,693</b>	<b>1,103,073</b>	<b>3,387,812</b>	<b>26,232,591</b>	<b>2,394,266</b>	<b>16,520,909</b>	<b>58.10%</b>
<b>Centralized Cafeteria Fund (143)</b>							
Food Service (73100)	3,541,360		245,365	1,866,387	1,115,297	559,676	52.70%
<b>Total Centralized Cafeteria</b>	<b>3,541,360</b>	<b>-</b>	<b>245,365</b>	<b>1,866,387</b>	<b>1,115,297</b>	<b>559,676</b>	<b>52.70%</b>

FUND CATEGORY	APPROP FY 13/14	AMENDED FY 13/14	EXPENDED APR	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
<b>GENERAL FUND (101)</b>							
County Commission (51100)	285,317	56,206	9,907	216,416	17,847	107,260	63.37%
Beer Board (51220)	475		252	537	-	(62)	113.05%
County Mayor (51300)	153,416	1,000	11,938	125,913	1,276	27,227	81.54%
County Attorney (51400)	10,225		-	8,100	1,600	525	79.22%
Election Commission (51500)	229,889	81,926	11,696	223,137	10,089	78,589	71.56%
Register of Deeds (51600)	316,063		18,946	238,292	9,013	68,758	75.39%
Planning & Zoning (51720)	147,457		11,446	111,623	1,871	33,963	75.70%
County Buildings (51800)	1,181,519	334,060	67,519	780,119	60,639	674,820	51.47%
Other General Admin - IT (51900)	68,932	3,700	4,137	53,404	5,224	14,004	73.53%
Property Assessor (52300)	482,862	222	30,027	346,462	37,821	98,802	71.72%
County Trustee (52400)	295,155		20,722	238,257	710	56,188	80.72%
County Clerk (52500)	529,008	3,985	40,704	430,803	3,904	98,286	80.83%
Finance Dept. (52900)	646,504	18,491	43,729	531,097	7,589	126,309	79.86%
Circuit Court (53100)	884,621		60,140	682,878	15,744	185,999	77.19%
General Sessions (53300)	295,612		23,272	239,857	909	54,846	81.14%
Drug Court (53330)	58,140	263	4,792	48,197	-	10,205	82.53%
Chancery Court (53400)	197,240	48,059	14,254	162,309	1,149	81,842	66.17%
Juvenile Court (53500)	123,816		8,945	97,894	-	25,922	79.06%
Judicial Commissioners (53700)	125,341		8,782	93,911	-	31,430	74.92%
Other Admin of Justice (53900)	20,000		750	3,300	4,000	12,700	16.50%
Probation Service (53910)	115,327		8,991	91,001	150	24,176	78.91%
Sheriff's Dept. (54110)	3,412,664	28,542	250,875	2,663,204	99,304	678,697	77.39%
Admin. Of Sexual Offender (54160)	20,490		1,304	14,584	-	5,906	71.18%
Jail (54210)	1,696,160	42,452	159,214	1,389,447	59,578	289,587	79.92%
Reentry Program (54230) Grants	309,681	1,183,047	54,200	470,787	358,677	663,265	31.54%
Juvenile Service (54240)	23,000		2,157	9,577	8,423	5,000	41.64%
Civil Defense (54410)	148,758	5,000	16,028	109,967	6,557	37,234	71.52%
Rescue Squad (54420)	30,000	1,747	814	26,326	991	4,430	82.92%
Consolidated Communications(54490)	857,771	31,000	66,563	683,593	26,895	178,283	76.91%
County Coroner (54610)	31,500		1,560	21,190	1,000	9,310	67.27%
Other Public Safety (54710) Grants	-	115,640	3,787	69,788	28,430	17,422	60.35%
Local Health Center (55110)	43,526	4,918	7,085	33,171	5,084	10,188	68.47%
Rabies & Animal Ctrl. (55120)	239,484	360	11,545	179,264	8,529	52,051	74.74%
Other Local Health Serv (55190) Grant	153,237	5,500	10,696	107,848	-	50,889	67.94%
Appropriation to State (55390)	30,646		-	30,646	-	-	100.00%
General Welfare Assist.(55510)	17,775		-	17,775	-	-	100.00%
Litter Control (55731) (%Grant)	84,164	2,000	5,478	57,187	6,801	22,176	66.37%
Other Public Health & Welfare (55900) Grant	-	38,562	-	-	4,641	33,921	0.00%
Senior Citizens Assistance (56300)	157,350		22,975	104,813	21,309	31,228	66.61%
Parks & Fair Board (56700)	29,030		1,026	17,306	3,531	8,193	59.61%
Agriculture Extension Serv.(57100)	102,217		21,439	76,818	216	25,182	75.15%
Soil Conservation (57500)	79,075		6,117	63,529	100	15,446	80.34%
Industrial Development (58120)	34,221	162,066	2,150	25,880	112,951	57,456	0.00%
Other Econ & Comm. Dev. (58190)	144,628	285,344	26,157	180,482	44,339	205,151	41.98%
Veteran's Services (58300)	18,484	1,688	1,632	15,998	-	4,174	79.31%
Other Charges (58400)	726,765	26,000	19,151	627,091	375	125,300	83.30%
Capital Projects (90000)	-	515,122	76,511	90,722	346,091	78,309	17.61%
Operating Transfer (99110)	1,085,309		5,449	113,422	-	971,887	10.45%
<b>Total County General</b>	<b>15,642,854</b>	<b>2,996,900</b>	<b>1,174,862</b>	<b>11,923,922</b>	<b>1,323,356</b>	<b>5,392,476</b>	<b>63.97%</b>
<b>COURTHOUSE/JAIL MAINT. (112)</b>							
Other Charges (58400)	1,799	110	132	1,327	-	582	0.00%
Transfers Out (99100)	155,000	10,230	-	-	-	165,230	0.00%
<b>Total Courthouse/Jail Maintenance</b>	<b>156,799</b>	<b>10,340</b>	<b>132</b>	<b>1,327</b>	<b>-</b>	<b>165,812</b>	<b>0.79%</b>

FUND CATEGORY	APPROP FY 13/14	AMENDED FY 13/14	EXPENDED APR	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
<b>LIBRARY (115)</b>							
LIBRARIES (56500)	306,196	67,419	19,841	194,722	15,689	163,204	52.12%
Other Charges (58400)	34,858		1,795	27,954	150	6,754	80.19%
Operating Transfer (99110)	2,000		-	-	-	2,000	0.00%
<b>Total Library</b>	<b>343,054</b>	<b>67,419</b>	<b>21,636</b>	<b>222,676</b>	<b>15,839</b>	<b>171,958</b>	<b>54.25%</b>
<b>SOLID WASTE (116)</b>							
Sanitation Educ./Info. (55720)	2,000		773	1,150	-	850	57.48%
Convenience Centers (55732)	249,326	(7,643)	19,485	180,679	8,366	52,638	74.76%
Transfer Station (55733)	1,030,656	19,931	66,596	778,605	135,233	136,749	74.11%
Postclosure Care Costs (55770)	12,000		750	4,250	7,470	280	35.42%
Other Charges (58400)	83,045	100	1,288	74,684	405	8,056	89.82%
Operating Transfers (99100)	153,803		3,803	3,803	-	150,000	2.47%
<b>Total Solid Waste</b>	<b>1,530,830</b>	<b>12,388</b>	<b>92,694</b>	<b>1,043,171</b>	<b>151,474</b>	<b>348,573</b>	<b>67.60%</b>
<b>Local Purpose (Rural Fire 120)</b>							
Fire Prenservation & Control (54310)	503,600	180	204,195	367,993	93,325	42,463	73.05%
<b>Total Local Purpose</b>	<b>503,600</b>	<b>180</b>	<b>204,195</b>	<b>367,993</b>	<b>93,325</b>	<b>42,463</b>	<b>73.05%</b>
<b>Drug Control Fund (122)</b>							
Drug Enforcement (54150)	60,245	60,534	2,526	53,619	11,494	55,665	44.39%
Other Charges (58400)	250	1,500	118	494	-	1,256	28.24%
<b>Total Drug Control</b>	<b>60,495</b>	<b>62,034</b>	<b>2,644</b>	<b>54,114</b>	<b>11,494</b>	<b>56,921</b>	<b>44.16%</b>
<b>HIGHWAY (131)</b>							
Administration (61000)	306,995		21,852	236,932	2,686	67,377	77.18%
Highway Maintenance (62000)	820,408	(130,000)	43,295	462,010	12,070	216,328	66.92%
Operations & Maintenance (63100)	388,379		23,993	180,039	46,934	161,406	46.36%
Quarry Operations (63400)	302,898	130,000	23,465	171,732	150,747	110,419	39.67%
Other Charges (65000)	210,197		9,670	160,269	3,313	46,615	76.25%
Capital Outlay (68000)	813,232	65,302	4,497	131,111	276,274	471,148	14.92%
Highways & Streets (82120)	50,763		3,297	47,451	3,310	1	93.48%
Highways & Streets (82220)	9,505		131	9,386	119	0	98.75%
Transfers Out (99100)	3,803		-	-	-	3,803	0.00%
<b>Total Highway</b>	<b>2,906,180</b>	<b>65,302</b>	<b>130,201</b>	<b>1,398,931</b>	<b>495,452</b>	<b>1,077,099</b>	<b>47.08%</b>
<b>General Debt Service (151)</b>							
General Government Debt Service	2,306,488	3,250	7,933	575,875	750	1,733,113	24.93%
<b>Total General Debt Service</b>	<b>2,306,488</b>	<b>3,250</b>	<b>7,933</b>	<b>575,875</b>	<b>750</b>	<b>1,733,113</b>	<b>24.93%</b>
<b>Education Debt Service (156)</b>							
Educ Government Debt Service	3,157,182	75	399	2,651,937	1,000	504,320	83.99%
<b>Total Education Debt Service</b>	<b>3,157,182</b>	<b>75</b>	<b>399</b>	<b>2,651,937</b>	<b>1,000</b>	<b>504,320</b>	<b>83.99%</b>

FUND CATEGORY	APPROP FY 13/14	AMENDED FY 13/14	EXPENDED APR	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
<b>School General Fund (141)</b>							
<b>Instruction</b>							
Regular Instruction (71100)	20,443,607	98,949	1,551,983	12,752,776	518,672	7,271,108	62.08%
Alternative School (71150)	224,841		17,257	136,237	1,279	87,325	60.59%
Special Education Program (71200)	3,892,532	(12,534)	315,405	2,470,757	77,465	1,331,776	63.68%
Vocational Education Program (71300)	1,382,070		130,673	883,326	7,686	491,058	63.91%
Student Body Education Prog (71400)	125,342		17,024	110,911	10,519	3,912	88.49%
Adult Educ Program (71600)	-		-	-	-	-	
<b>Support</b>							
Attendance (72110)	207,287		15,751	147,132	971	59,184	70.98%
Health Services (72120)	401,975		33,437	261,214	2,520	138,241	64.98%
Other Support Services (72130)	1,298,868	63,174	99,876	843,358	65,606	453,079	61.92%
Regular Instruction (72210)	1,111,653	21,006	93,193	808,589	3,333	320,737	71.39%
Special Educ Program (72220)	369,813		29,732	272,793	14,089	82,931	73.77%
Vocational Educ Prog (72230)	66,320		9,531	51,624	2,388	12,308	77.84%
Adult Educ Program (72260)	-		-	-	-	-	
Board of Education (72310)	1,135,019	(2,712)	53,031	1,033,421	25,775	73,111	91.27%
Director of Schools (72320)	411,326	92	26,927	285,246	17,479	108,693	69.33%
Office of Principals (72410)	2,249,023	22,105	190,262	1,559,711	-	711,417	68.68%
Human Resources (72520)	112,840		8,268	83,157	3,001	26,682	73.69%
Operation of Plant (72610)	3,724,327	67,420	299,767	2,871,914	109,831	810,002	75.74%
Maintenance of Plant (72620)	1,457,170		97,260	975,651	337,767	143,752	66.96%
Transportation (72710)	2,345,182	23,217	309,647	1,921,163	276,980	170,256	81.12%
Central & Other (72810)	578,892	65,000	41,687	429,763	71,846	142,283	66.74%
<b>Non-Instructional</b>							
Community Services (73300)	305,180	738,111	69,353	649,380	56,872	337,040	62.24%
Early Childhood Education (73400)	1,362,852	(6,679)	114,074	905,832	3,371	446,970	66.79%
<b>Capital Outlay &amp; Debt Service</b>							
Capital Outlay (76100)	100,000	17,932	-	(0)	-	117,932	0.00%
Principal Debt Service (82130)	204,186		12,537	191,455	-	12,731	93.76%
Interest Debt Service (82230)	534,388		363	24,219	510,000	169	4.53%
Other Debt Service (82330)	-		-	-	-	-	
Transfers Out (99100)	-	103,400	-	100,000	-	3,400	96.71%
<b>Total School General Fund</b>	<b>44,044,693</b>	<b>1,198,482</b>	<b>3,537,037</b>	<b>29,769,627</b>	<b>2,117,452</b>	<b>13,356,097</b>	<b>65.80%</b>
<b>Centralized Cafeteria Fund (143)</b>							
Food Service (73100)	3,541,360		285,964	2,152,351	943,257	445,752	60.78%
<b>Total Centralized Cafeteria</b>	<b>3,541,360</b>	<b>-</b>	<b>285,964</b>	<b>2,152,351</b>	<b>943,257</b>	<b>445,752</b>	<b>60.78%</b>

**FRANKLIN COUNTY FINANCE DEPARTMENT**

**Fiscal Year 2013/2014**

**Quarter Ending March 31, 2014**

Account Number	Description	Realized Thru 3rd Qtr	Original Budget	Amendments	Amended Budget	Percent Realized
<b>Highway Fund 131 - Revenue</b>						
40000	Local Taxes	\$ 566,559.89	\$ 596,092.00	\$ -	\$ 596,092.00	95.05%
41100	Licenses & Permits	1,833.00	1,650.00	-	1,650	111.09%
43000	Charges for Current Services	767.12	1,500.00	-	1,500	51.14%
44000	Other Local Revenues	4,649.07	18,700.00	-	18,700	24.86%
46000	State of Tennessee Revenues	1,286,722.40	2,023,356.00	-	2,023,356	63.59%
47000	Federal Government Revenues	-	-	-	-	
49000	Other Sources (Non-Revenue)	7,972.98	12,000.00	-	12,000	66.44%
	<b>Total Highway Revenue</b>	<b>\$ 1,868,504</b>	<b>\$ 2,653,298</b>	<b>\$ -</b>	<b>\$ 2,653,298</b>	<b>70.42%</b>
<b>Highway Fund 131 - Expenditures</b>						
61000	Administration	\$ 215,080	\$ 306,995	\$ -	\$ 306,995	70.06%
62000	Highway & Bridge Maintenance	418,715	820,408	-	820,408	51.04%
63100	Operation of Maintenance	156,046	388,379	-	388,379	40.18%
63400	Quarry Operations	148,267	302,898	-	302,898	48.95%
65000	Other Charges	150,599	210,197	-	210,197	71.65%
68000	Capital Outlay	126,615	813,232	65,302	878,534	14.41%
82000	Debt Service	53,409	60,268	-	60,268	88.62%
99100	Operating Transfers	-	3,803	-	3,803	0.00%
	<b>Total Highway Expenditures</b>	<b>\$ 1,268,731</b>	<b>\$ 2,906,180</b>	<b>\$ 65,302</b>	<b>\$ 2,971,482</b>	<b>42.70%</b>
	<b>Excess of Revenue Over (Under) Expenditures</b>	<b>\$ 599,774</b>	<b>\$ (252,882)</b>	<b>\$ (65,302)</b>	<b>\$ (318,184)</b>	

FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2013/2014  
Quarter Ending Mar 30, 2014

Account Number	Description	Realized Thru 3rd QTR	Original Budget	Amendments	Amended Budget	Percent Realized
<b>County General Fund 101 - Revenues</b>						
40000	Local Taxes	\$ 8,892,928	\$ 9,271,214	\$ 25,175	\$ 9,296,389	95.66%
41000	Licenses and Permits	46,854	68,000	-	68,000	68.90%
42000	Fines, Forfeitures & Penalties	136,686	179,779	22,950	202,729	67.42%
43000	Charges for Current Services	196,165	211,034	37,238	248,272	79.01%
44000	Other Local Revenues	79,177	127,750	20,019	147,769	53.58%
45000	Fees Rec'd from County Officials	1,300,762	1,693,591	8,381	1,701,972	76.43%
46000	State of Tennessee	1,764,766	3,045,673	376,044	3,421,717	51.58%
47000	Federal Government	468,779	376,032	1,693,479	2,069,511	22.65%
48000	Other Governments & Citizens Grps.	88,695	311,000	53,363	364,363	24.34%
49000	Other Sources (Non-Revenue)	450,000	159,606	450,000	609,606	73.82%
	<b>Total County General Revenue</b>	<b>\$ 13,424,811</b>	<b>\$ 15,443,679</b>	<b>\$ 2,686,650</b>	<b>\$ 18,130,329</b>	<b>74.05%</b>

<b>County General Fund 101 - Expenditures</b>						
51100	County Commission	\$ 206,509	\$ 285,317	\$ 5,058	\$ 290,375	71.12%
51220	Beer Board	285	475	-	475	59.92%
51300	County Mayor	113,975	153,416	1,000	154,416	73.81%
51400	County Attorney	8,100	10,225	-	10,225	79.22%
51500	Election Commission	211,441	229,889	81,926	311,815	67.81%
51600	Register of Deeds	219,346	316,063	-	316,063	69.40%
51720	Planning	100,177	147,457	-	147,457	67.94%
51800	County Buildings	712,600	1,181,519	334,060	1,515,579	47.02%
51900	Other General Administration - IT	49,267	68,932	3,700	72,632	67.83%
	<b>Total General Gov.</b>	<b>\$ 1,621,699</b>	<b>\$ 2,393,293</b>	<b>\$ 425,744</b>	<b>\$ 2,819,037</b>	<b>57.53%</b>
52300	Property Assessor	316,435	482,862	222	483,084	65.50%
52400	County Trustee	217,535	295,155	-	295,155	73.70%
52500	County Clerk	390,099	529,008	3,985	532,993	73.19%
52900	Finance Dept.	487,369	646,504	18,491	664,995	73.29%
	<b>Total Finance</b>	<b>\$ 1,411,437</b>	<b>\$ 1,953,529</b>	<b>\$ 22,698</b>	<b>\$ 1,976,227</b>	<b>71.42%</b>
53100	Circuit Court	622,738	884,621	-	884,621	70.40%
53300	General Sessions Court	216,585	295,612	-	295,612	73.27%
53330	Drug Court	43,405	58,140	263	58,403	74.32%
53400	Chancery Court	148,055	197,240	48,059	245,299	60.36%

FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2013/2014  
Quarter Ending Mar 30, 2014

Account Number	Description	Realized Thru 3rd QTR	Original Budget	Amendments	Amended Budget	Percent Realized
53500	Juvenile Court	88,949	123,816	-	123,816	71.84%
53700	Judicial Commissioners	85,129	125,341	-	125,341	67.92%
53900	Other Administration of Justice	2,550	20,000	-	20,000	12.75%
53910	Probation Services	82,010	115,327	-	115,327	71.11%
	<b>Total Admin. Of Justice</b>	<b>\$ 1,289,422</b>	<b>\$ 1,820,097</b>	<b>\$ 48,322</b>	<b>\$ 1,868,419</b>	<b>69.01%</b>
54110	Sheriff's Department	2,412,329	3,412,664	23,783	3,436,447	70.20%
54160	Admin. of the Sex Offender	13,280	20,490	-	20,490	64.81%
54210	Jail	1,230,232	1,696,160	41,932	1,738,092	70.78%
54230	Community Reentry Program	416,587	309,681	1,183,047	1,492,728	27.91%
54240	Juvenile Services	7,420	23,000	-	23,000	32.26%
54410	Civil Defense	93,939	148,758	5,000	153,758	61.10%
54420	Rescue Squad	25,512	30,000	1,747	31,747	80.36%
54490	Consolidated Communications	617,031	857,771	31,000	888,771	69.43%
54610	County Coroner	19,630	31,500	-	31,500	62.32%
54710	Other Public Safety Grants	66,001	-	115,640	115,640	57.07%
	<b>Total Public Safety</b>	<b>\$ 4,901,961</b>	<b>\$ 6,530,024</b>	<b>\$ 1,402,149</b>	<b>\$ 7,932,173</b>	<b>61.80%</b>
55110	Local Health Center	26,087	43,526	4,918	48,444	53.85%
55120	Rabies & Animal Control	167,719	239,484	360	239,844	69.93%
55190	Other Local Health Services	97,152	153,237	5,500	158,737	61.20%
55390	Appropriation to State	30,646	30,646	-	30,646	100.00%
55510	General Welfare Assistance	17,775	17,775	-	17,775	100.00%
55731	Waste Pick-Up (Litter Control)	51,709	84,164	2,000	86,164	60.01%
	<b>Total Public Health &amp; Welfare</b>	<b>\$ 391,087</b>	<b>\$ 568,832</b>	<b>\$ 51,340</b>	<b>\$ 620,172</b>	<b>63.06%</b>
56300	Senior Citizens	81,838	157,350	-	157,350	52.01%
56700	Parks & Fair Boards	16,280	29,030	-	29,030	56.08%
	<b>Total Social, Cultural, Recre.</b>	<b>\$ 98,118</b>	<b>\$ 186,380</b>	<b>\$ -</b>	<b>\$ 186,380</b>	<b>52.64%</b>
57100	Agricultural Extension Service	55,379	102,217	-	102,217	54.18%
57500	Soil Conservation	57,412	79,075	-	79,075	72.60%
	<b>Total Agr. &amp; Natural Resources</b>	<b>\$ 112,791</b>	<b>\$ 181,292</b>	<b>\$ -</b>	<b>\$ 181,292</b>	<b>62.21%</b>
58190	Other Econ & Community Devel.	154,325	144,628	285,344	429,972	35.89%
58300	Veteran's Services	14,366	18,484	250	18,734	76.69%
58400	Other Charges	607,940	726,765	3,000	729,765	83.31%
58805	ARRA - Community Reentry #2	-	-	-	-	-
	<b>Total Other Operations</b>	<b>\$ 814,572</b>	<b>\$ 924,098</b>	<b>\$ 965,782</b>	<b>\$ 1,889,880</b>	<b>43.10%</b>

FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2013/2014  
Quarter Ending Mar 30, 2014

Account Number	Description	Realized Thru 3rd QTR	Original Budget	Amendments	Amended Budget	Percent Realized
	Transfers Out	107,973	\$ 1,085,309	\$ -	\$ 1,085,309	9.95%
	<b>Total County General Expenditures</b>	<b>\$ 10,749,060</b>	<b>\$ 15,642,854</b>	<b>\$ 2,916,035</b>	<b>\$ 18,558,889</b>	<b>57.92%</b>
	<b>Excess of Revenue Over (Under) Expenditures</b>	<b>\$ 2,675,751</b>	<b>\$ (199,175)</b>	<b>\$ (229,385)</b>	<b>\$ (428,560)</b>	
<b>Courthouse Jail Maintenance Fund 112 - Revenues</b>						
40000	Local Taxes	\$ 106,468	\$ 150,000	\$ 10,340	\$ 160,340	66.40%
	<b>Total Courthouse Jail Maintenance Revenue</b>	<b>\$ 106,468</b>	<b>\$ 150,000</b>	<b>\$ 10,340</b>	<b>\$ 160,340</b>	<b>66.40%</b>
<b>Courthouse Jail Maintenance Fund 112 - Expenditures</b>						
58400	Other Charges	\$ 1,196	\$ 1,799	\$ 110	\$ 1,909	62.63%
99100	Transfers Out	-	155,000	10,230	165,230	0.00%
	<b>Total Courthouse Jail Maintenance Expenditures</b>	<b>\$ 1,196</b>	<b>\$ 156,799</b>	<b>\$ 10,340</b>	<b>\$ 167,139</b>	<b>0.72%</b>
	<b>Excess of Revenue Over (Under) Expenditures</b>	<b>\$ 105,272</b>	<b>\$ (6,799)</b>	<b>\$ -</b>	<b>\$ (6,799)</b>	
<b>Library Fund 115 - Revenues</b>						
40000	Local Taxes	\$ 282,579	\$ 288,378	\$ 250	\$ 288,628	97.90%
41000	License & Permits	999	1,230	-	1,230	81.20%
43000	Charges for Current Services	11,619	18,000	-	18,000	64.55%
44000	Other Local Revenues	2,330	3,165	1,000	4,165	55.95%
47000	State of Tennessee	-	-	-	-	
48000	Other Governments & Citizens Grps.	20,648	30,600	1,000	31,600	65.34%
49000	Other Sources (Non-Revenue)	-	-	-	-	
	<b>Total Library Revenue</b>	<b>\$ 318,175</b>	<b>\$ 341,373</b>	<b>\$ 2,250</b>	<b>\$ 343,623</b>	<b>92.59%</b>

FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2013/2014  
Quarter Ending Mar 30, 2014

Account Number	Description	Realized Thru 3rd QTR	Original Budget	Amendments	Amended Budget	Percent Realized
<b>Library Fund 115 - Expenditures</b>						
56500	Libraries	\$ 174,881	\$ 306,196	\$ -	\$ 306,196	57.11%
58400	Other Charges	26,159	34,858	-	34,858	75.04%
99100	Transfers Out	-	2,000	-	2,000	
	<b>Total Library Expenditures</b>	<b>\$ 201,040</b>	<b>\$ 343,054</b>	<b>\$ -</b>	<b>\$ 343,054</b>	<b>58.60%</b>
	<b>Excess of Revenue Over (Under)</b>					
	<b>Expenditures</b>	<b>\$ 117,135</b>	<b>\$ (1,681)</b>	<b>\$ 2,250</b>	<b>\$ 569</b>	
<b>Solid Waste/Sanitation Fund 116 - Revenues</b>						
40000	Local Taxes	\$ 947,408	\$ 967,559	\$ -	\$ 967,559	97.92%
41000	Licenses and Permits	4,763	6,200	-	6,200	76.82%
43000	Charges for Current Services	21,420	25,000	10,000	35,000	61.20%
44000	Other Local Revenues	169,018	276,000		276,000	61.24%
46000	State of Tennessee	12,690	25,000	288	25,288	50.18%
49000	Other Sources	100,000	150,000	-	150,000	66.67%
	<b>Total Solid Waste Revenue</b>	<b>\$ 1,255,299</b>	<b>\$ 1,449,759</b>	<b>\$ 10,288</b>	<b>\$ 1,460,047</b>	<b>85.98%</b>
<b>Solid Waste/Sanitation Fund 116 - Expenditures</b>						
55720	Sanitation Education/Information	\$ 377	\$ 2,000	\$ -	\$ 2,000	18.86%
55732	Convenience Centers	161,195	249,326	-	249,326	64.65%
55733	Transfer Stations	712,008	1,030,656	12,288	1,042,944	68.27%
55770	Postclosure Care Cost	3,500	12,000	-	12,000	29.17%
58400	Other Charges	73,396	83,045	100	83,145	88.28%
99100	Transfers Out	-	153,803	-	153,803	0.00%
	<b>Total Solid Waste Expenditures</b>	<b>\$ 950,476</b>	<b>\$ 1,530,830</b>	<b>\$ 12,388</b>	<b>\$ 1,543,218</b>	<b>61.59%</b>
	<b>Excess of Revenue Over (Under)</b>					
	<b>Expenditures</b>	<b>\$ 304,822</b>	<b>\$ (81,071)</b>	<b>\$ (2,100)</b>	<b>\$ (83,171)</b>	

FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2013/2014  
Quarter Ending Mar 30, 2014

Account Number	Description	Realized Thru 3rd QTR	Original Budget	Amendments	Amended Budget	Percent Realized
<b>Local Purpose Tax/Rural Fire Fund 120 - Revenues</b>						
40000	Local Taxes	\$ 426,131	\$ 474,101	\$ -	\$ 474,101	89.88%
41000	Licenses and Permits	22,286	23,400	-	23,400	95.24%
44000	Other Local Revenue	180	-	180	180	100.00%
	<b>Total Rural Fire Revenue</b>	<b>\$ 448,598</b>	<b>\$ 497,501</b>	<b>\$ 180</b>	<b>\$ 497,681</b>	<b>90.14%</b>
<b>Local Purpose Tax/Rural Fire Fund 120 - Expenditures</b>						
54310	Fire Prevention & Control	\$ 163,798	\$ 503,600	\$ 180	\$ 503,780	32.51%
	<b>Total Rural Fire Expenditures</b>	<b>\$ 163,798</b>	<b>\$ 503,600</b>	<b>\$ 180</b>	<b>\$ 503,780</b>	<b>32.51%</b>
	<b>Excess of Revenue Over (Under)</b>					
	<b>Expenditures</b>	<b>\$ 284,800</b>	<b>\$ (6,099)</b>	<b>\$ -</b>	<b>\$ (6,099)</b>	
<b>Drug Control Fund 122 - Revenues</b>						
42000	Fines, Forfeitures & Penalties	\$ 36,660	\$ 31,400	\$ 29,000	\$ 60,400	60.70%
43000	Other General Service Charges	-	500	-	500	0.00%
44000	Other Local Revenues	4,075	5,200	565	5,765	70.69%
46000	State of Tennessee	-	-	-	-	
47000	Federal Government	41,001	-	38,669	38,669	
48000	Other Governments & Citizens Grps.	50	-	50	50	
	<b>Total Drug Control Revenue</b>	<b>\$ 81,786</b>	<b>\$ 37,100</b>	<b>\$ 68,284</b>	<b>\$ 105,384</b>	<b>77.61%</b>

FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2013/2014  
Quarter Ending Mar 30, 2014

Account Number	Description	Realized Thru 3rd QTR	Original Budget	Amendments	Amended Budget	Percent Realized
<b>Drug Control Fund 122 - Expenditures</b>						
54150	Drug Enforcement	\$ 51,093	\$ 60,245	\$ 60,534	\$ 120,779	42.30%
58400	Other Charges	376	250	1,500	1,750	21.50%
	<b>Total Drug Control Expenditures</b>	<b>\$ 51,469</b>	<b>\$ 60,495</b>	<b>\$ 62,034</b>	<b>\$ 122,529</b>	<b>42.01%</b>
	<b>Excess of Revenue Over (Under) Expenditures</b>	<b>\$ 30,317</b>	<b>\$ (23,395)</b>	<b>\$ 6,250</b>	<b>\$ (17,145)</b>	
<b>General Debt Service Fund 151 - Revenues</b>						
40000	Local Taxes	\$ 1,295,736	\$ 1,349,094	\$ 250	\$ 1,349,344	96.03%
41000	Licenses and Permits	4,205	4,200	-	4,200	100.11%
44110	Interest Earned	0	-	0	0	
49000	Other Sources (Non-Revenue)	-	1,078,309	-	1,078,309	0.00%
	<b>Total Gen Debt Serv Revenue</b>	<b>\$ 1,299,941</b>	<b>\$ 2,431,603</b>	<b>\$ 250</b>	<b>\$ 2,431,853</b>	<b>53.45%</b>
<b>General Debt Service Fund 151 - Expenditures</b>						
82310	General Government Debt Service	\$ 567,941	\$ 2,306,488	\$ 3,250	\$ 2,309,738	24.59%
	<b>Total Gen Debt Serv Expenditures</b>	<b>\$ 567,941</b>	<b>\$ 2,306,488</b>	<b>\$ 3,250</b>	<b>\$ 2,309,738</b>	<b>24.59%</b>
	<b>Excess of Revenue Over (Under) Expenditures</b>	<b>\$ 731,999</b>	<b>\$ 125,115</b>	<b>\$ (3,000)</b>	<b>\$ 122,115</b>	

FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2013/2014  
Quarter Ending Mar 30, 2014

Account Number	Description	Realized Thru 3rd QTR	Original Budget	Amendments	Amended Budget	Percent Realized
<b>Education Debt Service Fund 156 - Revenues</b>						
40000	Local Taxes	\$ 2,023,727	\$ 2,462,919	\$ 41,000	\$ 2,503,919	80.82%
41000	Licenses and Permits	5,229	7,626	-	7,626	68.57%
49000	Other Sources (Non-Revenue)	-	510,000	-	510,000	0.00%
	<b>Total Educ Debt Serv Revenue</b>	<b>\$ 2,028,957</b>	<b>\$ 2,980,545</b>	<b>\$ 41,000</b>	<b>\$ 3,021,545</b>	<b>67.15%</b>
<b>Education Debt Service Fund 156 - Expenditures</b>						
82330	Educ Government Debt Service	\$ 2,651,538	\$ 3,157,182	\$ 75	\$ 3,157,257	83.98%
	<b>Total Educ Debt Serv Expenditures</b>	<b>\$ 2,651,538</b>	<b>\$ 3,157,182</b>	<b>\$ 75</b>	<b>\$ 3,157,257</b>	<b>83.98%</b>
	<b>Excess of Revenue Over (Under) Expenditures</b>	<b>\$ (622,581)</b>	<b>\$ (176,637)</b>	<b>\$ 40,925</b>	<b>\$ (135,712)</b>	

FISCAL YR 2013-14  
 QUARTER ENDING MARCH 31, 2014

BOARD OF EDUCATION FUND 141		REALIZED THRU 3rd QTR	ORIGINAL BUDGET	AMENDMENTS	AMENDED BUDGET	% REALIZED
<b>REVENUES:</b>						
40100	COUNTY PROPERTY TAXES	\$ 9,398,636	\$ 9,569,499	\$ -	\$ 9,569,499	98.21%
40200	COUNTY LOCAL OPTION TAXES	\$ 3,028,848	\$ 3,930,600	\$ -	\$ 3,930,600	77.06%
40300	STATUTORY LOCAL TAXES	\$ 60,525	\$ 28,000	\$ -	\$ 28,000	216.16%
41100	LICENSES & PERMITS	\$ 35,176	\$ 43,800	\$ -	\$ 43,800	80.31%
43500	EDUCATION CHARGES	\$ 153,743	\$ 264,397	\$ -	\$ 264,397	58.15%
44100	RECURRING ITEMS	\$ 62,472	\$ 36,000	\$ -	\$ 36,000	173.53%
44500	NONRECURRING ITEMS	\$ 171,824	\$ 230,926	\$ 85,001	\$ 315,927	54.39%
46500	REGULAR EDUCATION FUNDS	\$ 21,983,850	\$ 27,474,526	\$ 572,779	\$ 28,047,305	78.38%
46800	OTHER STATES REVENUES	\$ 28,035	\$ 50,000	\$ -	\$ 50,000	56.07%
47000	FEDERAL GOVERNMENT REVENUES	\$ 137,968	\$ 177,840	\$ 166,016	\$ 343,856	40.12%
49700	INSURANCE RECOVERY	\$ -	\$ -	\$ 100,000	\$ 100,000	
49800	OTHER SOURCES /TRANSFERS	\$ -	\$ -	\$ -	\$ -	#DIV/0!
<b>TOTAL REVENUE THRU 2nd QUARTER 2012-2013</b>		<b>\$ 35,061,077</b>	<b>\$ 41,805,588</b>	<b>\$ 923,797</b>	<b>\$ 42,729,385</b>	<b>82.05%</b>

<b>EXPENDITURES:</b>						
71100	TOTAL REGULAR INSTRUCTION	\$ 11,200,793	\$ 20,443,607	\$ 45,359	\$ 20,488,966	54.67%
71150	TOTAL ALTERNATE INSTRUCTION PROGRAM	\$ 118,981	\$ 224,841	\$ -	\$ 224,841	52.92%
71200	TOTAL SPECIAL EDUCATION PROGRAM	\$ 2,155,352	\$ 3,892,532	\$ (12,534)	\$ 3,879,998	55.55%
71300	TOTAL VOCATIONAL PROGRAM	\$ 752,653	\$ 1,382,070	\$ -	\$ 1,382,070	54.46%
71400	TOTAL STUDENT BODY EDUCATION	\$ 93,886	\$ 125,342	\$ -	\$ 125,342	74.90%
71600	TOTAL ADULT EDUCATION PROGRAM	\$ -	\$ -	\$ -	\$ -	#DIV/0!
	<b>TOTAL INSTRUCTION</b>	<b>\$ 14,321,665</b>	<b>\$ 26,068,392</b>	<b>\$ 32,825</b>	<b>\$ 26,101,217</b>	
72110	TOTAL ATTENDANCE	\$ 131,381	\$ 207,287	\$ -	\$ 207,287	63.38%
72120	TOTAL HEALTH SERVICES	\$ 227,777	\$ 401,975	\$ -	\$ 401,975	56.66%
72130	TOTAL OTHER STUDENT SUPPORT	\$ 743,482	\$ 1,298,868	\$ 63,174	\$ 1,362,042	54.59%
72210	TOTAL REGULAR INSTRUCTION PROGRAM	\$ 715,396	\$ 1,111,653	\$ 42,373	\$ 1,154,026	61.99%
72220	TOTAL SPECIAL EDUCATION SUPPORT PROGRAM	\$ 243,062	\$ 369,813	\$ -	\$ 369,813	65.73%
72230	TOTAL VOCATIONAL EDUCATION SUPPORT	\$ 42,093	\$ 66,320	\$ -	\$ 66,320	63.47%
72260	TOTAL ADULT PROGRAM SUPPORT SERVICES	\$ -	\$ -	\$ -	\$ -	#DIV/0!
72310	TOTAL BOARD OF EDUCATION SUPPORT SERVICE	\$ 980,390	\$ 1,135,019	\$ 2,088	\$ 1,137,107	86.22%
72320	TOTAL DIRECTOR OF SCHOOL SUPPORT SERVICE	\$ 258,319	\$ 411,326	\$ 92	\$ 411,418	62.79%
72410	TOTAL OFFICE OF THE PRINCIPAL SUPPORT SERVICE	\$ 1,369,449	\$ 2,249,023	\$ -	\$ 2,249,023	60.89%
72520	HUMAN RESOURCES/PERSONNEL	\$ 74,888	\$ 112,840	\$ -	\$ 112,840	66.37%
72610	TOTAL OPERATION OF THE PLANT	\$ 2,572,147	\$ 3,724,327	\$ 22,420	\$ 3,746,747	68.65%
72620	TOTAL MAINTENANCE OF PLANT	\$ 878,390	\$ 1,457,170	\$ -	\$ 1,457,170	60.28%
72710	TOTAL TRANSPORTATION	\$ 1,611,516	\$ 2,345,182	\$ 23,217	\$ 2,368,399	68.04%
72810	TOTAL CENTRAL AND OTHER SUPPORT	\$ 388,076	\$ 578,892	\$ 25,000	\$ 603,892	64.26%
	<b>TOTAL SUPPORT SERVICES</b>	<b>\$ 10,236,366</b>	<b>\$ 15,469,695</b>	<b>\$ 178,365</b>	<b>\$ 15,648,060</b>	
73300	TOTAL COMMUNITY SERVICE	\$ 580,027	\$ 305,180	\$ 677,061	\$ 982,241	59.05%
73400	EARLY CHILDHOOD EDUCATION	\$ 791,758	\$ 1,362,852	\$ (9,176)	\$ 1,353,676	58.49%
	<b>TOTAL NON INSTRUCTION</b>	<b>\$ 1,371,786</b>	<b>\$ 1,668,032</b>	<b>\$ 667,885</b>	<b>\$ 2,335,917</b>	
76100	TOTAL CAPITAL OUTLAY	\$ -	\$ 100,000	\$ 17,932	\$ 117,932	0%
	<b>TOTAL CAPITAL OUTLAY</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 17,932</b>	<b>\$ 117,932</b>	
82130	PRINCIPAL ON DEBT	\$ 178,555	\$ 204,186	\$ -	\$ 204,186	87.45%
82230	INTEREST ON DEBT	\$ 24,219	\$ 24,388	\$ -	\$ 24,388	99.31%
82330	DEBT SERVICE TO PRIMARY	\$ -	\$ 510,000	\$ -	\$ 510,000	0.00%
99000	TRANSFER TO OTHER FUNDS	\$ 100,000	\$ -	\$ 103,400	\$ 103,400	96.71%
	<b>TOTAL OTHER USES</b>	<b>\$ 302,773</b>	<b>\$ 738,574</b>	<b>\$ 103,400</b>	<b>\$ 841,974</b>	
<b>TOTAL DISBURSEMENTS THRU 3rd QUARTER 2013-2014</b>		<b>\$ 26,232,590</b>	<b>\$ 44,044,693</b>	<b>\$ 1,000,407</b>	<b>\$ 45,045,100</b>	<b>58.24%</b>
<b>Excess of Revenue Over (Under)</b>		<b>\$ 8,828,487</b>	<b>\$ (2,239,105)</b>			

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

March, 2014

### Current Amt Invested in the Following:

CD	\$ 7,500,000	Interest Bearing Check/Savings	\$ 21,914,673	Mutual Funds	\$ -
<b>Gross Interest Earned for the Month of Mar</b>				<b>\$ 6,229.50</b>	

Fund Number	Fund Title	Gross Collections	Trustee Fee Admin Fee 2%	Net Fund Collections
116	Solid Waste	\$ 6,229.50	\$ (124.59)	\$ 6,104.91
141	General Schools	\$ -	\$ -	\$ -
156	Educ Debt Service	\$ -	\$ -	\$ -
101	County General	\$ -	\$ -	\$ -
<b>Total</b>		<b>\$ 6,229.50</b>	<b>\$ (124.59)</b>	<b>\$ 6,104.91</b>

### Interest Revenue Monthly Fiscal Comparison

	Solid Waste	Schools	Educ Debt	Co Gen
Mar-13	\$ 12,573.61	\$ -	\$ -	\$ -
Mar-14	\$ 6,229.50	\$ -	\$ -	\$ -
Over/Under	\$ (6,344.11)	\$ -	\$ -	\$ -

### Interest Year to Date Revenue Fiscal Comparison

	Solid Waste	Schools	Educ Debt	Co Gen
2012/13	\$ 83,135.24	\$ -	\$ -	\$ -
2013/14	\$ 57,336.93	\$ -	\$ -	\$ -
Over/Uner	\$ (25,798.31)	\$ -	\$ -	\$ -

### Fiscal Year 2013/14 Appropriations 44110 Interest Earned

	Appropriation	Collected	% Collected	Balace to Collect
116 Solid Waste	\$ 220,000.00	\$ 57,336.93	26.06%	\$ 162,663
156 Education Debt Service	\$ 50,000.00	\$ -	0.00%	\$ 50,000
151 General Debt Service	\$ -	\$ -	0.00%	\$ -

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

April, 2014

### Current Amt Invested in the Following:

CD	\$ 7,500,000	Interest Bearing Check/Savings	\$ 21,377,144	Mutual Funds	\$ -
<b>Gross Interest Earned for the Month of Apr</b>				<b>\$ 7,092.31</b>	

Fund Number	Fund Title	Gross Collections	Trustee Fee Admin Fee 2%	Net Fund Collections
116	Solid Waste	\$ 7,092.31	\$ (141.85)	\$ 6,950.46
141	General Schools	\$ -	\$ -	\$ -
156	Educ Debt Service	\$ -	\$ -	\$ -
101	County General	\$ -	\$ -	\$ -
<b>Total</b>		<b>\$ 7,092.31</b>	<b>\$ (141.85)</b>	<b>\$ 6,950.46</b>

### Interest Revenue Monthly Fiscal Comparison

	Solid Waste	Schools	Educ Debt	Co Gen
Apr-13	\$ 11,312.65	\$ -	\$ -	\$ -
Apr-14	\$ 7,092.31	\$ -	\$ -	\$ -
Over/Under	\$ (4,220.34)	\$ -	\$ -	\$ -

### Interest Year to Date Revenue Fiscal Comparison

	Solid Waste	Schools	Educ Debt	Co Gen
2012/13	\$ 94,447.89	\$ -	\$ -	\$ -
2013/14	\$ 64,429.24	\$ -	\$ -	\$ -
Over/Uner	\$ (30,018.65)	\$ -	\$ -	\$ -

### Fiscal Year 2013/14 Appropriations 44110 Interest Earned

	Appropriation	Collected	% Collected	Balace to Collect
116 Solid Waste	\$ 220,000.00	\$ 64,429.24	29.29%	\$ 155,571
156 Education Debt Service	\$ 50,000.00	\$ -	0.00%	\$ 50,000
151 General Debt Service	\$ -	\$ -	0.00%	\$ -

## Local Option Sales Tax Analysis & Comparison

March 2014 (Received in April 2014)

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
<b>**Franklin County</b>	79,456.43	(893.88)	78,562.55	78,562.55	-
Winchester	357,765.98	(4,024.87)	353,741.11	176,870.56	175,101.85
Cowan	10,730.68	(120.72)	10,609.96	5,304.98	5,251.93
Decherd	127,998.66	(1,439.98)	126,558.68	63,279.34	62,646.54
Estill Springs	24,684.21	(277.70)	24,406.51	12,203.26	12,081.22
Huntland	11,002.87	(123.78)	10,879.09	5,439.54	5,385.15
Tullahoma	3,460.89	(38.94)	3,421.95	1,710.98	1,693.87
<b>Total</b>	<b>615,099.72</b>	<b>(6,919.87)</b>	<b>608,179.85</b>	<b>343,910.29</b>	<b>262,160.56</b>

### 141 General School Tax Monthly Revenue Fiscal Comparison

Mar-13	332,400	*Note Franklin County received an additional
Mar-14	343,910	\$539.09
Over/Under	11,510	

### 141 General School Tax Year to Date Revenue Fiscal Comparison

2012/13	3,325,642
2013/14	3,369,792
Over/Uner	44,150

### 2013/14 Sales Tax Appropriations

	Appropriation	Collected	% Collected	Balance to Collect
141 General Schools	3,930,600	3,369,792	85.73%	560,808
156 Education Debt Service	445,000			

Fund 156 receives overages of collections from Fund 141

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

## Local Option Sales Tax Analysis & Comparison

April 2014 (Received in May 2014)

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	92,974.10	(1,045.96)	91,928.14	91,928.14	-
Winchester	382,287.49	(4,300.73)	377,986.76	188,993.38	187,103.44
Cowan	12,759.15	(143.54)	12,615.61	6,307.80	6,244.73
Decherd	159,928.22	(1,799.19)	158,129.03	79,064.51	78,273.87
Estill Springs	25,899.92	(291.37)	25,608.55	12,804.27	12,676.23
Huntland	12,878.82	(144.89)	12,733.93	6,366.97	6,303.30
Tullahoma	4,204.67	(47.30)	4,157.37	2,078.68	2,057.90
<b>Total</b>	<b>690,932.37</b>	<b>(7,772.99)</b>	<b>683,159.38</b>	<b>388,082.83</b>	<b>292,659.46</b>

### 141 General School Tax Monthly Revenue Fiscal Comparison

Apr-13	378,698	*Note Franklin County received an additional
Apr-14	388,083	\$539.07
Over/Under	9,385	

### 141 General School Tax Year to Date Revenue Fiscal Comparison

2012/13	3,704,340
2013/14	3,757,336
Over/Uner	52,996

### 2013/14 Sales Tax Appropriations

	Appropriation	Collected	% Collected	Balance to Collect
141 General Schools	3,930,600	3,757,336	95.59%	173,264
156 Education Debt Service	445,000			

Fund 156 receives overages of collections from Fund 141

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

Franklin County Board of Commissioners  
**Legislative Committee**  
Minutes of June 5, 2014

The Legislative Committee met in the Commissioner's Conference room at the courthouse and was called to order at 6:00 pm by Chairman Snead.

**MEMBERS PRESENT:** Chairman Jean Snead, Eddie Clark, John Page

**OTHERS PRESENT:** Secretary Mary Sons

1. *Motion by Clark to approve the minutes of April 10, 2014, second Page; all ayes.*
2. Resolution of Ratification and Approval of Private Chapter No. 48, House Bill No. 2518, Senate Bill 2615. (Transferring all clerical duties for probate from Circuit Clerk to Clerk and Master) *Motion by Clark to approve and send to full commission, second Page; all ayes.*
3. *Motion by Clark to recommend all 8 Notary Public applications be sent to full commission, second Page; all ayes.*
4. Discussion of pay for members of Franklin County committees and boards:
  - a) In review of the list of Franklin County committees and boards, it was found that resolutions establishing many of them did not state whether they were paid or not.
  - b) In an effort to make the pay equal for all members of committees and boards, the Legislative Committee reviewed the following: Technology Committee, Safety Committee, Animal Control Board, Consolidated Communications Board, Employee Handbook Advisory Committee, Recreation Committee, Redistricting Committee, and Solid Waste Management Board.
  - c) Clark noted that the Recreation Committee was not a board and the TCA relating to a Recreation Board did not apply.
  - d) Pay for the Board of Equalization will stay at what they are currently being paid and will not change.
  - e) Secretary will check with the Ben Lynch to see if one resolution would be sufficient to amend the resolutions already established.
  - f) *Motion by Clark, second Page, that members of all county committees and boards be paid the same rate, \$15 for Commissioners, \$35 non commissioner/private citizen, unless pay is prevented by TCA; with exception of full time employees which receive no pay; all ayes.*
5. *Motion by Clark to adjourn at 6:23 pm, second Page; all ayes.*

Respectfully Submitted,

Jean Snead, Chairman

DATE APPROVED: \_\_\_\_\_  
JS/ms

**MINUTES OF THE FINANCIAL MANAGEMENT COMMITTEE**  
**OF THE FRANKLIN COUNTY BOARD OF COMMISSIONERS**  
**Tuesday, June 3, 2014**

The Financial Management Committee of the Franklin County Commission met in a regular meeting on Tuesday, June 3, 2014 in the Annex Community Room at 8:30 am the following were had to wit:

PRESENT: Committee Members – Richard Stewart, Co Mayor; Eddie Clark, Co Commissioner; Dr. Rebecca Sharber, Director of Schools; David Eldridge, Co Commissioner; Andrea Smith, Ex Officio and Cindy Latham, Secretary. Visitors included: Mary Sons, Chuck Tipps, Tina Shang, Tina Sanders, and Bobby Clark.

Mayor Stewart called the June 3rd finance meeting to order.

1. **\*MOTION** by Clark, second by Sharber to approve the April 8th finance meeting minutes and send to County Commission. Vote resulted in all Ayes, motion carried.
2. **\*MOTION** by Clark, second by Sharber to send the March & April Sales tax report to the County Commission. The vote resulted in all Ayes, motion carried.
3. **\*MOTION** by Sharber, second by Clark to send the March & April Interest report to the full commission. Vote resulted in all Ayes, motion carried.
4. **\*MOTION** by Sharber to approve and send the March & April Finance Director's reports to the County Commission. Motion was second by Eldridge. The vote resulted in all Ayes, motion carried.
5. **\*MOTION** by Sharber, second by Eldridge to approve and send Quarterly Financial Reports for all departments to the full commission. Vote resulted in all Ayes, motion carried.
6. **\*MOTION** by Sharber, second by Eldridge to approve and send to full commission the Highway Dept Grant. The vote resulted in all Ayes, motion carried.
7. Director Smith presented the Technology Audit Results from the Comptroller of the Treasury Division for the Finance Department.
8. **\*MOTION** by Sharber, second by Eldridge to approve and send to County Commission the Farmers Market Grant Application with the stipulation that it is not built on School Board Property. The vote resulted in all Ayes, motion carried.
9. **\*MOTION** by Sharber, second by Eldridge to approve the Multi-Year Contract Resolution for the Simplex Sprinkler Systems Monitoring Services. Vote resulted in all Ayes.
10. **\*MOTION** by Clark, second by Sharber to approve & send the Cooperative Purchasing Agreement List to the County Commission. The vote resulted in all Ayes, motion carried.
11. **\*MOTION** by Sharber to approve the Highway Fund Budget Amendment. Clark second the motion. The vote resulted in all Ayes, motion carried.
12. **\*MOTION** by Sharber, second by Clark to approve the BOE General Fund Amendment, School GP/Federal Projects Annual Fund Transfer, School GP/Federal Projects Fund Transfer for Cash Balance, Self-Supporting Grant and School GP Cleanup Amendment. Vote resulted in all Ayes, motion carried.

13. **\*MOTION** by Sharber second by Eldridge to approve the County General Clean-Up Amendment. The vote resulted in all Ayes, motion carried.
14. **\*MOTION** by Clark, second by Eldridge to approve and send to the full commission the Continuing Budget Resolution for 2014-15. The vote resulted in all Ayes, motion carried.
15. **\*MOTION** by Clark, second by Eldridge to approve and send to full commission the 7 year Capital Outlay Note for Road Capital Projects at 2.26% interest. The vote resulted in all Ayes, motion carried.
16. Director Smith presented history information on the long term disability currently being offered to employees. **\*MOTION** by Clark to discontinue the LTD insurance when contract ends and the premiums that are being paid be given to employees thru salaries. Motion was second by Sharber. The vote resulted in all Ayes, motion carried.
17. **\*MOTION** by Sharber, second by Eldridge to discontinue the Post Retirement Benefit for all employees hired after June 30, 2014. The vote resulted in all Ayes, motion carried.
18. There being no further business **\*MOTION** by Eldridge second by Clark to adjourn meeting at 9:20 a.m. Vote resulted in all Ayes, motion carried.

Respectfully submitted by:

Date Approved

\_\_\_\_\_

cbl/RS

FINANCIAL STATEMENTS  
OF  
FRANKLIN COUNTY 9-1-1  
EMERGENCY COMMUNICATIONS DISTRICT  
FOR THE PERIOD ENDED February 28, 2014

Filed 4-28-14  
Phillip Custer  
Franklin County Clerk  
Winchester, TN 37396

# CLARK, KNIES & CRENSHAW, PLLC

CERTIFIED PUBLIC ACCOUNTANTS  
220 North Jefferson Street, Winchester, TN 37398

Members of American Institute  
of Certified Public Accountants

Members of Tennessee  
Society of CPA's

Coyle O. Clark  
Robert C. Knies  
Heather H. Crenshaw

Phone: 931-967-3877  
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## ACCOUNTANTS' COMPILATION REPORT

TO THE BOARD OF DIRECTORS  
FRANKLIN COUNTY 9-1-1  
EMERGENCY COMMUNICATIONS DISTRICT  
WINCHESTER, TENNESSEE

WE HAVE COMPILED THE ACCOMPANYING STATEMENT OF NET POSITION OF FRANKLIN COUNTY 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT AS OF FEBRUARY 28, 2014, AND THE RELATED STATEMENT OF REVENUE AND EXPENSES (BUDGET AND ACTUAL) FOR THE EIGHT MONTHS THEN ENDED. WE HAVE NOT AUDITED OR REVIEWED THE ACCOMPANYING FINANCIAL STATEMENTS AND, ACCORDINGLY, DO NOT EXPRESS AN OPINION OR PROVIDE ANY ASSURANCE ABOUT WHETHER THE FINANCIAL STATEMENTS ARE IN ACCORDANCE WITH ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA.

MANAGEMENT IS RESPONSIBLE FOR THE PREPARATION AND FAIR PRESENTATION OF THE FINANCIAL STATEMENTS IN ACCORDANCE WITH ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA AND FOR DESIGNING, IMPLEMENTING, AND MAINTAINING INTERNAL CONTROL RELEVANT TO THE PREPARATION AND FAIR PRESENTATION OF THE FINANCIAL STATEMENTS.

OUR RESPONSIBILITY IS TO CONDUCT THE COMPILATION IN ACCORDANCE WITH STATEMENTS ON STANDARDS FOR ACCOUNTING AND REVIEW SERVICES ISSUED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS. THE OBJECTIVE OF A COMPILATION IS TO ASSIST MANAGEMENT IN PRESENTING FINANCIAL INFORMATION IN THE FORM OF FINANCIAL STATEMENTS WITHOUT UNDERTAKING TO OBTAIN OR PROVIDE ANY ASSURANCE THAT THERE ARE NO MATERIAL MODIFICATIONS THAT SHOULD BE MADE TO THE FINANCIAL STATEMENTS.

MANAGEMENT HAS ELECTED TO OMIT SUBSTANTIALLY ALL OF THE DISCLOSURES AND THE STATEMENT OF CASH FLOWS REQUIRED BY ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA. IF THE OMITTED DISCLOSURES AND THE STATEMENT OF CASH FLOWS WERE INCLUDED IN THE FINANCIAL STATEMENTS, THEY MIGHT INFLUENCE THE USER'S CONCLUSIONS ABOUT THE ENTITY'S FINANCIAL POSITION, RESULTS OF OPERATIONS, AND CASH FLOWS. ACCORDINGLY, THE FINANCIAL STATEMENTS ARE NOT DESIGNED FOR THOSE WHO ARE NOT INFORMED ABOUT SUCH MATTERS.

WE ARE NOT INDEPENDENT WITH RESPECT TO FRANKLIN COUNTY 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT.

*Clark, Knies & Crenshaw, PLLC*

APRIL 24, 2014

FRANKLIN COUNTY 9-1-1  
STATEMENT OF NET POSITION  
February 28, 2014

**ASSETS**

CURRENT ASSETS:

FVB-MONEY MARKET	773,924.22	
FVB-CHECKING	161,052.67	
CERTIFICATES OF DEPOSIT	819,328.98	
ACCOUNTS RECEIVABLE	<u>58,730.68</u>	

TOTAL CURRENT ASSETS \$ 1,813,036.55

NONCURRENT ASSETS:

MACHINERY & EQUIPMENT	371,215.00	
ACCUMULATED DEPRECIATION	<u>(313,944.42)</u>	

TOTAL NONCURRENT ASSETS 57,270.58

TOTAL ASSETS \$ 1,870,307.13

**LIABILITIES**

CURRENT LIABILITIES:

ACCOUNTS PAYABLE	\$ <u>225.00</u>	
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TOTAL CURRENT LIABILITIES \$ 225.00

LONG-TERM DEBT:

CAPITAL LEASE OBLIGATION	<u>49,784.40</u>	
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49,784.40

NET POSITION:

INVESTED IN CAP. ASSETS, NET O	9,798.58	
NET POSITION, UNRESTRICTED	1,628,883.29	
CHANGE IN NET POSITION	<u>181,615.86</u>	

TOTAL NET POSITION 1,820,297.73

TOTAL LIABILITIES & NET POSITION \$ 1,870,307.13

FRANKLIN COUNTY 9-1-1  
STATEMENT OF REVENUES AND EXPENSES  
BUDGET & ACTUAL  
FOR THE PERIOD ENDED February 28, 2014

	1 Month Ended				8 Months Ended			
	Feb. 28, 2014	Budget	Variance	Pct	Feb. 28, 2014	Budget	Variance	Pct
<b>OPERATING REVENUES:</b>								
SERVICE CHARGES	\$ 9,740.98	\$ 14,166.67	\$ (4,425.69)	(31)	\$ 91,223.15	\$ 113,333.32	\$ (22,110.17)	(20)
SHARED WIRELESS	18,042.19	13,333.33	4,708.86	35	69,788.88	106,666.68	(36,877.80)	(35)
TECB-OPERATIONA	27,869.00	13,916.67	13,952.33	100	170,340.00	111,333.32	59,006.68	53
CHARTER REV LOSS	0.00	0.00	0.00	0	5,322.58	0.00	5,322.58	0
MISCELLANEOUS I	0.00	16.67	(16.67)	(100)	27.16	133.32	(106.16)	(80)
GRANT INCOME	0.00	15,833.33	(15,833.33)	(100)	0.00	126,666.68	(126,666.68)	(100)
<b>TOTAL OPERATING</b>	<b>55,652.17</b>	<b>57,266.67</b>	<b>(1,614.50)</b>	<b>(3)</b>	<b>336,701.77</b>	<b>458,133.32</b>	<b>(121,431.55)</b>	<b>(27)</b>
<b>OPERATING EXPENSES:</b>								
DEPRECIATION	5,820.65	7,125.00	(1,304.35)	(18)	46,565.20	57,000.00	(10,434.80)	(18)
FEES PAID TO SERVI	1,937.70	2,500.00	(562.30)	(22)	15,479.82	20,000.00	(4,520.18)	(23)
PREMIUMS ON SEC	129.00	83.33	45.67	55	258.00	666.68	(408.68)	(61)
LIABILITY INSURA	0.00	166.67	(166.67)	(100)	1,700.00	1,333.32	366.68	28
IMPACT PAYMENTS	0.00	6,250.00	(6,250.00)	(100)	18,750.00	50,000.00	(31,250.00)	(63)
OTHER IMPACT PA	14,000.00	0.00	14,000.00	0	20,440.98	0.00	20,440.98	0
REPAIRS & MAINT.-	0.00	50.00	(50.00)	(100)	0.00	400.00	(400.00)	(100)
ADDRESSING/MAPP	3,250.00	4,000.00	(750.00)	(19)	30,192.00	32,000.00	(1,808.00)	(6)
PUBLIC EDUCATIO	0.00	100.00	(100.00)	(100)	0.00	800.00	(800.00)	(100)
ACCOUNTING SERV	450.00	241.67	208.33	86	1,800.00	1,933.32	(133.32)	(7)
LEGAL SERVICES	2,821.82	800.00	2,021.82	253	10,505.00	6,400.00	4,105.00	64
OFFICE SUPPLIES	33.00	166.67	(133.67)	(80)	442.13	1,333.32	(891.19)	(67)
POSTAGE	198.92	25.00	173.92	696	256.76	200.00	56.76	28
AUDITING SERVICE	0.00	250.00	(250.00)	(100)	3,200.00	2,000.00	1,200.00	60
UNIFORMS AND SH	0.00	208.33	(208.33)	(100)	0.00	1,666.68	(1,666.68)	(100)
LEGAL NOTICES	55.70	58.33	(2.63)	(5)	223.30	466.68	(243.38)	(52)
TRAVEL EXPENSES	1,721.21	583.33	1,137.88	195	3,785.02	4,666.68	(881.66)	(19)
BOARD MEETING E	0.00	66.67	(66.67)	(100)	0.00	533.32	(533.32)	(100)
DUES,SUBSCRIPTIO	0.00	308.33	(308.33)	(100)	1,575.00	2,466.68	(891.68)	(36)
TRAINING EXPENS	0.00	166.67	(166.67)	(100)	0.00	1,333.32	(1,333.32)	(100)
INTEREST EXPENSE	211.88	250.00	(38.12)	(15)	1,695.04	2,000.00	(304.96)	(15)
<b>TOTAL OPERATING</b>	<b>30,629.88</b>	<b>23,400.00</b>	<b>7,229.88</b>	<b>31</b>	<b>156,868.25</b>	<b>187,200.00</b>	<b>(30,331.75)</b>	<b>(16)</b>
<b>OPERATING INCOM</b>	<b>25,022.29</b>	<b>33,866.67</b>	<b>(8,844.38)</b>	<b>(26)</b>	<b>179,833.52</b>	<b>270,933.32</b>	<b>(91,099.80)</b>	<b>(34)</b>
<b>NONOPERATING REVENUES:</b>								
INTEREST INCOME	70.87	283.33	(212.46)	(75)	1,782.34	2,266.68	(484.34)	(21)
<b>TOTAL NONOPERA</b>	<b>70.87</b>	<b>283.33</b>	<b>(212.46)</b>	<b>(75)</b>	<b>1,782.34</b>	<b>2,266.68</b>	<b>(484.34)</b>	<b>(21)</b>
<b>CHANGE IN NET</b>	<b>\$ 25,093.16</b>	<b>\$ 34,150.00</b>	<b>\$ (9,056.84)</b>	<b>(27)</b>	<b>\$ 181,615.86</b>	<b>\$ 273,200.00</b>	<b>\$ (91,584.14)</b>	<b>(34)</b>

SEE ACCOUNTANTS' COMPILATION REPORT

FRANKLIN COUNTY 9-1-1  
 EMERGENCY COMMUNICATIONS DISTRICT  
 CHECKING ACCOUNT SUMMARY  
 FIRST VISION BANK- CHECKING  
 AS OF FEBRUARY 28, 2014

BEGINNING BOOK BALANCE (02/01/14) \$135,708.33

RECEIPTS:

OTHER PHONE CO	88.73	
OTHER PHONE CO	9,652.25	
ST TN PAY	45,911.19	
	45,911.19	

Total receipts 55,652.17

DISBURSEMENTS:

	DATE	CK#		
MICHAEL J. MAHN	2/5/2014	1044	1550.00	JAN-FEB 2014
REGIONS BANK	2/5/2014	1045	1.32	JIM-USPS CHATT FIRST CLA LRG ENV
LAKEWAY PUBLISHERS	2/14/2014	1046	55.70	BRD OF DIRETORS MTG NOTICE 1/24
CARD SERVICE CTR	2/14/2014	1047	1,278.00	DANNY-CLARION HTL 128-31 GATLIN.
CARD SERVICE CTR	2/14/2014	1049	5.60	JIM-USPS
AT&T CAPITAL	2/14/2014	1050	5,743.48	DUE 3/1/14 INV 2906519
POSTMASTER	2/14/2014	1051	192.00	12 MONTHS PO BOX 711
AT&T	2/14/2014	1052	1,812.70	FEB 1-FEB 28 931M40-56960010470
AT&T	2/14/2014	1053	125.00	FEB 1-FEB 28 931M40-18170010473
WILLIAM F. AYERS & ASSOCIATES	2/14/2014	1054	3,250.00	JAN 12 TO FEB 11, 2014
CHAMBLISS, BAHNER, & STOPHELL	2/14/2014	1055	1,271.82	COMM PHONE
DANNY SMITH	2/14/2014	1056	371.73	TRVL REIMB-DEC 12 TO FEB 3, 2014
CLARK, KNIES & CRENSHAW	2/17/2014	1057	225.00	Jan 2014
CLARK, KNIES & CRENSHAW	2/17/2014	1058	225.00	Dec 2013
VR WILLIAMS	2/26/2014	1059	112.00	JOHN BELL BOND RENEWAL
JIM MITCHELL	2/26/2014	1060	71.48	TRAVEL REIMB FEB 4 TO FEB 14, 2014
COLLABRIA	2/28/2014	1061	8,000.00	READY OP DASHBOARD-INV29000653
COLLABRIA	2/28/2014	1062	6,000.00	READY OP DASHBOARD-INV29000652-B
LYDIA CURTIS	2/28/2014	1063	17.00	INST# 14000874

Total disbursements 30,307.83

ENDING BOOK BALANCE (02/28/14) \$161,052.67

FRANKLIN COUNTY 9-1-1  
 EMERGENCY COMMUNICATIONS DISTRICT  
 CHECKING ACCOUNT SUMMARY  
 FIRST VISION BANK-MONEY MARKET  
 AS OF FEBRUARY 28, 2014

BEGINNING BOOK BALANCE (2/01/14) \$450,323.13

RECEIPTS:

DEP FROM CLOSING REGIONS ACCT OUT		323,530.22
REC INT DEP		70.87
		323,601.09

Total receipts 323,601.09

DISBURSEMENTS:

DATE    CK#

Total disbursements 0.00

ENDING BOOK BALANCE (2/28/14) \$773,924.22

FRANKLIN COUNTY 9-1-1  
 EMERGENCY COMMUNICATIONS DISTRICT  
 CHECKING ACCOUNT SUMMARY  
 REGIONS BANK  
 AS OF FEBRUARY 28, 2014

BEGINNING BOOK BALANCE (2/01/14) \$323,563.22

RECEIPTS:

REC INTEREST 0.00

Total receipts 0.00

DISBURSEMENTS:

	DATE	CK#		
ANALYSIS CHG 01-14	2/10/2014	ACH	25.00	SERVICE FEE
FVB-ACCT#4008231-MM ACCT	2/28/2014	ACH	323,538.22	CLOSING WITHDRAWAL

Total disbursements 323,563.22

ENDING BOOK BALANCE (2/28/14) \$0.00

FRANKLIN COUNTY 9-1-1  
EMERGENCY COMMUNICATIONS DISTRICT  
CREDIT CARD EXPENSE DETAIL  
PAID IN FEBRUARY 2014

DANNY SMITH CHARGES

CLARION HOTEL-GATLINBURG 1278.00

JIM MITHCELL CHARGES

USPS 1.32  
USPS 5.60

Total D. Smith \$ 1,278.00

Total J. Mitchell \$ 6.92

JACK BELL CHARGES

Total J. Bell \$ -

\$	1,284.92	Current Charges
\$	-	credit from previous balance
\$	-	Finance Charges & LATE PAYMENT
\$	1,284.92	Balance

\$ 1,284.92 Payment

FINANCIAL STATEMENTS  
OF  
FRANKLIN COUNTY 9-1-1  
EMERGENCY COMMUNICATIONS DISTRICT  
FOR THE PERIOD ENDED March 31, 2014

Filed 4-28-14  
Phillip Custer  
Franklin County Clerk  
Winchester, TN 37398

# CLARK, KNIES & CRENSHAW, PLLC

CERTIFIED PUBLIC ACCOUNTANTS  
220 North Jefferson Street, Winchester, TN 37398

Members of American Institute  
of Certified Public Accountants

Members of Tennessee  
Society of CPA's

Coyle O. Clark  
Robert C. Knies  
Heather H. Crenshaw

Phone: 931-967-3877  
Fax: 931-967-3878  
Email: ckcpa@bellsouth.net

## ACCOUNTANTS' COMPILATION REPORT

TO THE BOARD OF DIRECTORS  
FRANKLIN COUNTY 9-1-1  
EMERGENCY COMMUNICATIONS DISTRICT  
WINCHESTER, TENNESSEE

WE HAVE COMPILED THE ACCOMPANYING STATEMENT OF NET POSITION OF FRANKLIN COUNTY 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT AS OF MARCH 31, 2014, AND THE RELATED STATEMENT OF REVENUE AND EXPENSES (BUDGET AND ACTUAL) FOR THE NINE MONTHS THEN ENDED. WE HAVE NOT AUDITED OR REVIEWED THE ACCOMPANYING FINANCIAL STATEMENTS AND, ACCORDINGLY, DO NOT EXPRESS AN OPINION OR PROVIDE ANY ASSURANCE ABOUT WHETHER THE FINANCIAL STATEMENTS ARE IN ACCORDANCE WITH ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA.

MANAGEMENT IS RESPONSIBLE FOR THE PREPARATION AND FAIR PRESENTATION OF THE FINANCIAL STATEMENTS IN ACCORDANCE WITH ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA AND FOR DESIGNING, IMPLEMENTING, AND MAINTAINING INTERNAL CONTROL RELEVANT TO THE PREPARATION AND FAIR PRESENTATION OF THE FINANCIAL STATEMENTS.

OUR RESPONSIBILITY IS TO CONDUCT THE COMPILATION IN ACCORDANCE WITH STATEMENTS ON STANDARDS FOR ACCOUNTING AND REVIEW SERVICES ISSUED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS. THE OBJECTIVE OF A COMPILATION IS TO ASSIST MANAGEMENT IN PRESENTING FINANCIAL INFORMATION IN THE FORM OF FINANCIAL STATEMENTS WITHOUT UNDERTAKING TO OBTAIN OR PROVIDE ANY ASSURANCE THAT THERE ARE NO MATERIAL MODIFICATIONS THAT SHOULD BE MADE TO THE FINANCIAL STATEMENTS.

MANAGEMENT HAS ELECTED TO OMIT SUBSTANTIALLY ALL OF THE DISCLOSURES AND THE STATEMENT OF CASH FLOWS REQUIRED BY ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA. IF THE OMITTED DISCLOSURES AND THE STATEMENT OF CASH FLOWS WERE INCLUDED IN THE FINANCIAL STATEMENTS, THEY MIGHT INFLUENCE THE USER'S CONCLUSIONS ABOUT THE ENTITY'S FINANCIAL POSITION, RESULTS OF OPERATIONS, AND CASH FLOWS. ACCORDINGLY, THE FINANCIAL STATEMENTS ARE NOT DESIGNED FOR THOSE WHO ARE NOT INFORMED ABOUT SUCH MATTERS.

WE ARE NOT INDEPENDENT WITH RESPECT TO FRANKLIN COUNTY 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT.

*Clark, Knies, Crenshaw, PLLC*

APRIL 24, 2014

FRANKLIN COUNTY 9-1-1  
STATEMENT OF NET POSITION  
March 31, 2014

**ASSETS**

CURRENT ASSETS:

FVB-MONEY MARKET	924,059.80
FVB-CHECKING	10,790.31
CERTIFICATES OF DEPOSIT	819,328.98
ACCOUNTS RECEIVABLE	<u>58,730.68</u>

TOTAL CURRENT ASSETS \$ 1,812,909.77

NONCURRENT ASSETS:

MACHINERY & EQUIPMENT	371,215.00
ACCUMULATED DEPRECIATION	<u>(319,765.07)</u>

TOTAL NONCURRENT ASSETS 51,449.93

TOTAL ASSETS \$ 1,864,359.70

**LIABILITIES**

CURRENT LIABILITIES:

ACCOUNTS PAYABLE	\$ <u>225.00</u>
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TOTAL CURRENT LIABILITIES \$ 225.00

LONG-TERM DEBT:

CAPITAL LEASE OBLIGATION	<u>44,252.80</u>
--------------------------	------------------

44,252.80

NET POSITION:

INVESTED IN CAP. ASSETS, NET O	9,798.58
NET POSITION, UNRESTRICTED	1,628,883.29
CHANGE IN NET POSITION	<u>181,200.03</u>

TOTAL NET POSITION 1,819,881.90

TOTAL LIABILITIES & NET POSITION \$ 1,864,359.70

FRANKLIN COUNTY 9-1-1  
STATEMENT OF REVENUES AND EXPENSES  
BUDGET & ACTUAL  
FOR THE PERIOD ENDED March 31, 2014

	1 Month Ended				9 Months Ended			
	Mar. 31, 2014	Budget	Variance	Pct	Mar. 31, 2014	Budget	Variance	Pct
<b>OPERATING REVENUES:</b>								
SERVICE CHARGES	\$ 11,222.84	\$ 14,166.67	\$ (2,943.83)	(21)	\$ 102,445.99	\$ 127,499.99	\$ (25,054.00)	(20)
SHARED WIRELESS	0.00	13,333.33	(13,333.33)	(100)	69,788.88	120,000.01	(50,211.13)	(42)
TEC-B-OPERATIONA	0.00	13,916.67	(13,916.67)	(100)	170,340.00	125,249.99	45,090.01	36
CHARTER REV LOSS	0.00	0.00	0.00	0	5,322.58	0.00	5,322.58	0
MISCELLANEOUS I	0.00	16.67	(16.67)	(100)	27.16	149.99	(122.83)	(82)
GRANT INCOME	0.00	15,833.33	(15,833.33)	(100)	0.00	142,500.01	(142,500.01)	(100)
<b>TOTAL OPERATING</b>	<b>11,222.84</b>	<b>57,266.67</b>	<b>(46,043.83)</b>	<b>(80)</b>	<b>347,924.61</b>	<b>515,399.99</b>	<b>(167,475.38)</b>	<b>(32)</b>
<b>OPERATING EXPENSES:</b>								
DEPRECIATION	5,820.65	7,125.00	(1,304.35)	(18)	52,385.85	64,125.00	(11,739.15)	(18)
FEES PAID TO SERVI	1,981.08	2,500.00	(518.92)	(21)	17,460.90	22,500.00	(5,039.10)	(22)
PREMIUMS ON SEC	0.00	83.33	(83.33)	(100)	258.00	750.01	(492.01)	(66)
LIABILITY INSURA	0.00	166.67	(166.67)	(100)	1,700.00	1,499.99	200.01	13
IMPACT PAYMENTS	0.00	6,250.00	(6,250.00)	(100)	18,750.00	56,250.00	(37,500.00)	(67)
OTHER IMPACT PA	0.00	0.00	0.00	0	20,440.98	0.00	20,440.98	0
REPAIRS & MAINT.-	0.00	50.00	(50.00)	(100)	0.00	450.00	(450.00)	(100)
ADDRESSING/MAPP	3,250.00	4,000.00	(750.00)	(19)	33,442.00	36,000.00	(2,558.00)	(7)
PUBLIC EDUCATIO	0.00	100.00	(100.00)	(100)	0.00	900.00	(900.00)	(100)
ACCOUNTING SERV	225.00	241.67	(16.67)	(7)	2,025.00	2,174.99	(149.99)	(7)
LEGAL SERVICES	0.00	800.00	(800.00)	(100)	10,505.00	7,200.00	3,305.00	46
OFFICE SUPPLIES	37.94	166.67	(128.73)	(77)	480.07	1,499.99	(1,019.92)	(68)
POSTAGE	192.00	25.00	167.00	668	448.76	225.00	223.76	99
AUDITING SERVICE	0.00	250.00	(250.00)	(100)	3,200.00	2,250.00	950.00	42
UNIFORMS AND SH	0.00	208.33	(208.33)	(100)	0.00	1,875.01	(1,875.01)	(100)
LEGAL NOTICES	55.70	58.33	(2.63)	(5)	279.00	525.01	(246.01)	(47)
TRAVEL EXPENSES	0.00	583.33	(583.33)	(100)	3,785.02	5,250.01	(1,464.99)	(28)
BOARD MEETING E	0.00	66.67	(66.67)	(100)	0.00	599.99	(599.99)	(100)
DUES,SUBSCRIPTIO	0.00	308.33	(308.33)	(100)	1,575.00	2,775.01	(1,200.01)	(43)
TRAINING EXPENS	0.00	166.67	(166.67)	(100)	0.00	1,499.99	(1,499.99)	(100)
INTEREST EXPENSE	211.88	250.00	(38.12)	(15)	1,906.92	2,250.00	(343.08)	(15)
<b>TOTAL OPERATING</b>	<b>11,774.25</b>	<b>23,400.00</b>	<b>(11,625.75)</b>	<b>(50)</b>	<b>168,642.50</b>	<b>210,600.00</b>	<b>(41,957.50)</b>	<b>(20)</b>
<b>OPERATING INCOM</b>	<b>(551.41)</b>	<b>33,866.67</b>	<b>(34,418.08)</b>	<b>(102)</b>	<b>179,282.11</b>	<b>304,799.99</b>	<b>(125,517.88)</b>	<b>(41)</b>
<b>NONOPERATING REVENUES:</b>								
INTEREST INCOME	135.58	283.33	(147.75)	(52)	1,917.92	2,550.01	(632.09)	(25)
<b>TOTAL NONOPERA</b>	<b>135.58</b>	<b>283.33</b>	<b>(147.75)</b>	<b>(52)</b>	<b>1,917.92</b>	<b>2,550.01</b>	<b>(632.09)</b>	<b>(25)</b>
<b>CHANGE IN NET</b>	<b>\$ (415.83)</b>	<b>\$ 34,150.00</b>	<b>\$ (34,565.83)</b>	<b>(101)</b>	<b>\$ 181,200.03</b>	<b>\$ 307,350.00</b>	<b>\$ (126,149.97)</b>	<b>(41)</b>

SEE ACCOUNTANTS' COMPILATION REPORT

FRANKLIN COUNTY 9-1-1  
 EMERGENCY COMMUNICATIONS DISTRICT  
 CHECKING ACCOUNT SUMMARY  
 FIRST VISION BANK- CHECKING  
 AS OF MARCH 31, 2014

BEGINNING BOOK BALANCE (03/01/14) \$161,052.67

RECEIPTS:

OTHER PHONE CO		1,535.37	
OTHER PHONE CO		9,687.47	

Total receipts			11,222.84
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DISBURSEMENTS:

	DATE	CK#		
POSTMASTER-PO BOX 711	3/17/2014	1065	213.00	RPLC CK1051-192.00 21.00 HANDLE FEE
AT&T	3/25/2014	1066	1,835.08	931M405696001470 MAR 1-MARCH 31
AT&T	3/25/2014	1067	125.00	931M4018170010473 MAR 1-MARCH 31
CARD SERVICE	3/25/2014	1068	35.94	JIM-WALMART INK
WILLIAM F AYERS & ASSOCIATES	3/25/2014	1069	3,250.00	2/12 TO 3/11/14
LAKEWAY PUBLISHERS	3/25/2014	1070	55.70	INV 1311311
AT&T CAPITAL SERVICE	3/25/2014	1071	5,743.48	DUE 4/1/14
CLARK, KNIES & CRENSHAW	3/25/2014	1072	225.00	FEB 2014
FIRST VISION	3/17/2014	ACH	2.00	STOP PAYMENT FEE
TRANSFER TO FVB MM ACCT	3/27/2014	ACH	150,000.00	TRANSFER TO MM FVB 4008231

Total disbursements			161,485.20
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ENDING BOOK BALANCE (03/31/14)			\$10,790.31
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FRANKLIN COUNTY 9-1-1  
EMERGENCY COMMUNICATIONS DISTRICT  
CHECKING ACCOUNT SUMMARY  
FIRST VISION BANK-MONEY MARKET  
AS OF MARCH 31, 2014

BEGINNING BOOK BALANCE (3/01/14) \$773,924.22

RECEIPTS:

TRANSFER FROM FVB CHECKING 5010905 150,000.00  
REC INT DEP 135.58

Total receipts 150,135.58

DISBURSEMENTS:

DATE CK#

Total disbursements 0.00

ENDING BOOK BALANCE (3/31/14) \$924,059.80

FRANKLIN COUNTY 9-1-1  
EMERGENCY COMMUNICATIONS DISTRICT  
CERTIFICATES OF DEPOSIT SUMMARY  
AS OF MARCH 31, 2014

<b>Citizens Community Bank-Certificate #764116</b>		
Maturity Date 11/23/2014-12 month		
Interest Earned (At Maturity) @ .5500%	\$	84,193.45
<b>Citizens Community Bank - Certificate #764115</b>		
Maturity Date 11/16/2014-14 month		
Interest Earned (Annually) @ .5500%	\$	52,026.97
<b>First Vision Bank - Certificate #21091</b>		
Maturity Date 10/8/2014-12 month		
Interest Earned (Annually) @ .050%	\$	54,688.17
<b>First Vision Bank - Certificate #21092</b>		
Maturity Date 10/8/14-18 MONTH		
Interest Earned (Annually) @ .85%	\$	55,869.14
<b>First Vision Bank - Certificate #21093</b>		
Maturity Date 10/8/2014-24 month		
Interest Earned (Annually) @ 1.0000%	\$	56,445.13
<b>First Vision Bank - Certificate #21900</b>		
Maturity Date 10/25/2014- 12 month		
Interest Earned (At Maturity) @ 0.5000%	\$	11,969.59
<b>FIRST VISION BANK-CERTIFICATE #22008</b>		
Maturity Date 06/26/2014- 12 month		
Interest Earned (At Maturity) @.5000%	\$	126,130.06
<b>CITIZENS COMMUNITY BANK- CERTIFICATE #764117</b>		
Maturity Date 06/26/2014-12 month		
Interest Earned (At Maturity)@.5500%	\$	125,998.59
<b>FRANKLIN COUNTY UNITED BANK-CERTIFICATE# 8057721</b>		
Maturity Date 06/28/2014-12 month		
Interest Earned (At Maturity)@.6000%	\$	125,877.82
<b>FIRST VISION BANK- CERTIFICATE# 22010</b>		
Maturity Date 06/28/2014-12 month		
Interest Earned (At Maturity)@.5000%	\$	126,130.06
<b>TOTAL OF CERTIFICATES</b>	<b>\$</b>	<b>819,328.98</b>

FRANKLIN COUNTY 9-1-1  
EMERGENCY COMMUNICATIONS DISTRICT  
CREDIT CARD EXPENSE DETAIL  
PAID IN MARCH 2014

DANNY SMITH CHARGES

JIM MITHCELL CHARGES

WALMART-INK

35.94

Total D. Smith

\$ \_\_\_\_\_ -

Total J. Mitchell

\$ 35.94

JACK BELL CHARGES

Total J. Bell

\$ \_\_\_\_\_ -

\$	35.94	Current Charges
\$	-	credit from previous balance
\$	-	Finance Charges & LATE PAYMENT
<hr/>		
\$	35.94	Balance

\$ 35.94 Payment

RESOLUTION NO.: 8a-0614

**A RESOLUTION OF RATIFICATION AND APPROVAL OF  
PRIVATE CHAPTER NO. 48, HOUSE BILL NO. 2518, SENATE BILL 2615,  
PRIVATE ACTS OF 2014  
OF THE 108<sup>th</sup> GENERAL ASSEMBLY OF THE STATE OF TENNESSEE**

**WHEREAS**, the General Assembly of the state of Tennessee did enact an Act to amend Chapter 302 of the Private Acts of 1982, relative to the transferring of all clerical duties and responsibilities for the probate court of Franklin County, Tennessee currently exercised by the Circuit Court Clerk to the Clerk and Master, Franklin County, Tennessee, effective July 1, 2014, and

**WHEREAS**, said Act to amend Chapter 302 of the Private Acts of 1982 authorized that all jurisdiction relating to the probate of wills and the administration of estates of every nature, including the estates of decedents and of wards under guardianships or conservatorships and related matters presently in the Court of General Sessions be transferred to Chancery Court of Franklin County, Tennessee, effective July 1, 2014.

**THEREFORE** the County Commission of Franklin County, Tennessee by a two-thirds (2/3) vote does hereby ratify and approve said Private Act Chapter 48 as passed by the Tennessee General Assembly, House Bill No. 2518, Senate Bill 2615 of the 108<sup>th</sup> General Assembly, state of Tennessee.

This Resolution shall take effect upon passage, the public welfare requiring it. The county clerk of Franklin County is hereby requested to notify the Secretary of State, state of Tennessee of the passage of this Resolution and the approval and ratification of said Private Act.

ADOPTED this 16<sup>th</sup> day of June, 2014.

APPROVED:

\_\_\_\_\_  
Richard Stewart, Mayor

APPROVED:

\_\_\_\_\_  
Eddie Clark, Chair of Commission

ATTEST: \_\_\_\_\_

Phillip Custer, County Clerk

RESOLUTION SPONSORED BY: Bean and Hughes

MOTION TO ADOPT: \_\_\_\_\_ SECOND: \_\_\_\_\_

VOTES: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_

DECLARATION: \_\_\_\_\_

RESOLUTION 8b-0614

**A RESOLUTION TO ADOPT A CONTINUING BUDGET  
AND TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2014  
AND TO AUTHORIZE THE ISSUANCE OF TAX ANTICIPATION NOTES  
FOR THE COUNTY OF FRANKLIN, TENNESSEE**

**WHEREAS**, it appears that the 2014/2015 fiscal year budget of Franklin County, Tennessee will not be approved during the 2014 June term of the Board of County Commissioners,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Franklin County, Tennessee that amounts set out in the 2013/2014 Appropriation Resolution are hereby continued until a new 2014/2015 Appropriation Resolution is adopted, and;

**BE IT FURTHER RESOLVED**, that the County Mayor and County Clerk are hereby authorized to borrow money on tax anticipation notes, not exceeding 60% of the appropriations of each individual fund of the continuing budget, to pay for the expenses herein authorized until the taxes and other revenues for the fiscal year 2014/2015 have been collected. Such notes shall first be approved by the Comptroller of the Treasury or Comptroller's Designee. The notes evidencing the loans authorized under this section shall be issued under the authority of Title 9, Chapter 21, of the Tennessee Code Annotated. All of said notes shall mature and be paid in full without renewal not later than June 30, 2015.

**BE IT FURTHER RESOLVED**, that this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2014.

**ADOPTED**, this the 16<sup>th</sup> day of June, 2014.

\_\_\_\_\_  
Eddie Clark, Chairman of the Commission

\_\_\_\_\_  
Richard Stewart, County Mayor

ATTEST:

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

RESOLUTION SPONSORED BY: Clark & Eldridge

MOTION TO ADOPT: \_\_\_\_\_ SECOND BY: \_\_\_\_\_

VOTES: AYES \_\_\_ NAYS \_\_\_ DECLARATION \_\_\_\_\_

RESOLUTION# - 80-0614

A RESOLUTION AMENDING THE GENERAL FUND, LIBRARY FUND, SOLID WASTE FUND, LOCAL PURPOSE FUND, DRUG FUND, GENERAL DEBT SERVICE FUND & EDUCATION DEBT SERVICE FUND BUDGETS OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2014.

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 & Drug 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		
Unassigned Fund Balance (+)	101	39000					122,226.26
Current Property Tax	101	40110				78,953.59	
Trustee's Collections - Prior Year	101	40120				58,189.44	
Trustee's Collections - Bankruptcy	101	40125				1,642.06	
Cir Clk/Clk & Master Collections-Pr Yr	101	40130				5,789.20	
Interest And Penalty	101	40140				8,053.64	
Payments In Lieu Of Taxes-Local	101	40162				8,120.43	
Payments In Lieu Of Taxes - Other	101	40163					24,876.67
Litigation Tax - General	101	40250					8,159.42
Business Tax	101	40270				1,340.36	
Mixed Drink Tax	101	40275					33,402.03
Bank Excise Tax	101	40320				29,881.88	
Wholesale Beer Tax	101	40330					5,503.07
Interstate Telecommunications Tax	101	40350				639.56	
Cable TV Franchise	101	41140				5,024.38	
Beer Permits	101	41510				512.41	
Other Permits	101	41590				1,450.00	
Fines	101	42110					5,647.04
Officers Costs	101	42120				4,610.61	
Drug Court Fees	101	42141				261.59	
Jail Fees	101	42150				4,326.28	
DUI Treatment Fines	101	42180					1,198.38
Fines	101	42310					6,906.39
Officers Costs	101	42320					2,412.77
Games And Fish Fines	101	42330				956.95	

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Drug Court Fees	101	42341				413.72	
Jail Fees	101	42350				7,344.84	
DUI Treatment Fines	101	42380				2,819.72	
Data Entry Fee - General Sessions	101	42390				4,804.30	
Drug Court Fees	101	42641				1,836.50	
Other General Service Charges	101	43190					20,901.52
Telephone Commissions	101	43370					3,154.28
Probaton Fees	101	43393				42,960.67	
Data Processing Fee - Sheriff	101	43394					6,077.43
Sexual Offender Registration	101	43395				1,705.00	
Data Processing Fee - County Clerk	101	43396				593.25	
Lease/Rentals	101	44120					29,859.92
Sale Of Property	101	44540				79,681.00	
Other Local Revenues	101	44990					14,732.33
County Clerk	101	45510				28,730.22	
Circuit Court Clerk	101	45520					62,844.61
General Sessions Court Clerk	101	45540				13,809.35	
Clerk And Master	101	45550					9,286.64
Register	101	45580				4,964.92	
Trustee	101	45610				52,825.61	
Health Department Programs	101	46310					27,024.69
State Aid Program	101	46420					70,664.45
Litter Program	101	46430				2,056.33	
Income Tax	101	46820				20,261.32	
Alcoholic Beverage Tax	101	46840				3,805.36	
State Revenue Sharing -T.V.A.	101	46851					30,696.39
Contracted Prisoner Board	101	46915					158,014.00
Disaster Relief	101	47230					22,621.76
Other Federal Through State	101	47590			OC14		440,000.00
Other Federal Through State	101	47590			TE14		390,000.00
Contributions	101	48130			E911	6,800.00	
Other	101	48990				30,416.23	
Insurance Recovery	101	49700				112.53	
Transfers In	101	49800					50,000.00

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Board & Committee Members Fees	101	51100	191			6,500.00	
Social Security	101	51100	201			500.00	
Maintenance Agreements	101	51100	334				3,952.00
Other Contracted Services	101	51100	399			3,952.00	
Tax Relief	101	51100	540				10,000.00
Assistant	101	51300	103				737.00
State Retirement	101	51300	204				150.00
Medical Insurance	101	51300	207				577.00
Long Term Disability	101	51300	209				30.00
Communications	101	51800	307			5,000.00	
Deputies	101	51720	106			360.00	
Part Time	101	51720	169				360.00
Other Contracted Services (Rebudget Nyr)	101	51800	399			100,000.00	
Other Charges - Pavilion Funds	101	51800	599	PAVIL		3,075.00	
Other Contracted Services	101	52300	399			6,000.00	
In-Service Staff Development	101	52300	524			2,000.00	
Office Equipment	101	52300	719			7,100.00	
State Retirement	101	53100	204			5,000.00	
Medical Claims	101	54210	507				30,000.00
Contracts w/Private Agencies	101	54230	312	OC14		390,000.00	
Travel	101	54230	355	OC14		5,600.00	
Other Contracted Services	101	54230	399	OC14		45,000.00	
Contracts w/Private Agencies	101	54230	312	TE14		330,000.00	
Travel	101	54230	355	TE14		8,900.00	
Other Contracted Services	101	54230	399	TE14		42,000.00	
Indirect Cost	101	54230	504	TE14		9,937.00	
Overtime	101	54410	187				2,000.00
Social Security	101	54410	201				452.00
State Retirement	101	54410	204				1,165.00
Employer Medicare	101	54410	212				108.00
Dispatchers	101	54490	148				4,253.00
Part Time	101	54490	169			5,158.00	
Other Salaries & Wages	101	54490	189				905.00
Life Insurance	101	54490	206			23.00	

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Medical Insurance	101	54490	207			5,700.00	
Long Term Disability	101	54490	209			270.00	
Contracts w/Private Agencies	101	54490	312				10,000.00
Other Capital Outlay	101	54710	799	E911			6,800.00
Medical Insurance	101	55120	207			2,973.00	
Life Insurance	101	55190	206				8.20
Medical Insurance	101	55190	207			7,900.00	
Long Term Disability	101	55190	209			140.00	
Other Fringe Benefits	101	55190	299			125.00	
Other Contracted Services	101	55190	399				1,000.00
Travel	101	55900	355	TOBAC			1,200.00
Other Contracted Services	101	55900	399	TOBAC			4,256.00
Other Supplies	101	55900	499	TOBAC			3,702.00
In-Service Staff Development	101	55900	524	TOBAC			5,000.00
Other Charges	101	55900	599	TOBAC		14,158.00	
Medical Insurance	101	55731	207			2,876.00	
Supervisor (from Pavilion funds)	101	56700	105				3,075.00
Other Salaries & Wages (J. Ferrell from PY)	101	57100	189				10,000.00
Travel	101	57100	355			2,000.00	
Other Charges	101	57100	599				2,000.00
Other Equipment (Rebudget	101	91190	790			78,000.00	
Transfers to Other Funds	101	99100	590			42,000.00	
<b>TOTAL COUNTY GENERAL FUND</b>						<b>1,647,940.25</b>	<b>1,647,940.25</b>
Restricted for Social, Cultural & Recreational S	115	34535					79,873.14
Committed Social, Cultural & Recreational Serv	115	34635					8,874.79
Current Property Tax	115	40110					2,705.70
Trustee's Collections - Prior Year	115	40120					1,159.15
Interest & Penalty	115	40140					222.67
Other State Grants	115	46980		TECH			1,419.00
Other Federal Through State	115	47590		TECH		1,419.00	
Other Salaries & Wages	115	56500	189				575.00
Medical Insurance	115	56500	207				107.60
Long Term Disability	115	56500	209				6.95
Communications	115	56500	307				550.00
Travel	115	56500	355				500.00

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Other Capital Outlay	115	56500	799			95,000.00	
Trustee Commission	115	58400	510				425.00
<b>TOTAL LIBRARY FUND</b>						<b>96,419.00</b>	<b>96,419.00</b>
Restricted for Public Health & Welfare	116	34530				31,156.40	
Comitted for Publich Health & Welfare	116	34630				13,352.75	
Current Property Tax	116	40110				11,159.86	
Trustee's Collections - Prior Year	116	40120				96.08	
Trustee's Collections - Bankruptcy	116	40125					
Cir Clk/Clk & Master Collections-Pr Yr	116	40130				316.37	
Interest And Penalty	116	40140				66.98	
Payments In Lieu Of Taxes - T. V. A.	116	40161					59.81
Payments In Lieu Of Taxes - Other	116	40163					55.23
Bank Excise Tax	116	40320				4,648.71	
Cable TV Franchise	116	41140				260.65	
Tipping Fees	116	43110					10,808.00
Interest Earned	116	44110					35,070.76
Miscellaneous Refunds	116	44170				200.00	
Transfers In	116	49800					50,000.00
Laborers	116	55732	149				4,000.00
Social Security	116	55732	201				200.00
Employer Medicare	116	55732	212				50.00
Communications	116	55732	307				1,650.00
Director	116	55733	105				
Deputy	116	55733	106				6,341.00
Foreman	116	55733	141				3.00
Truck Drivers	116	55733	147				1.00
Overtime	116	55733	187				300.00
Life Insurance	116	55733	206				4.00
Medical Insurance	116	55733	207			5,000.00	
Unemployment Compensation	116	55733	210				300.00
Maintenance & Repair Services - Equip	116	55733	336				1,400.00
Vehicle Parts	116	55733	453				500.00
Other Supplies & Materials	116	55733	499				65.00
Medical & Dental Services	116	58400	340				1,400.00

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Medical Claims	116	58400	507				4,050.00
Transfers Out	116	99100	590			50,000.00	
<b>TOTAL SOLID WASTE</b>						<b>116,257.80</b>	<b>116,257.80</b>
Current Property Tax	120	40110				8,410.49	
Trustee's Collections - Prior Year	120	40120				690.53	
Cir Clk/Clk & Master Collections-Pr Yr	120	40130				205.29	
Hotel/Motel Tax	120	40220					12,358.97
Bank Excise Tax	120	40320				2,204.67	
Maintenance & Repair of Equip	120	54310	338			500.00	
Other Charges	120	54310	599			427.99	
Other Contracte Services	120	54310	399				80.00
<b>TOTAL LOCAL PURPOSE TAX (RURAL FIRE)</b>						<b>12,438.97</b>	<b>12,438.97</b>
Restricted for Public Safety (+)	122	34525					30,944.86
Drug Control Fines	122	42140				2,430.91	
Sale of Property	122	44540				120.00	
Other Direct Federal Revenue	122	48610				1,031.95	
Other Contracted Services	122	54150	399				500.00
Law Enforcement Equipment	122	54150	716			16,000.00	
Other Equipment	122	54150	790			11,862.00	
<b>TOTAL DRUG FUND</b>						<b>31,444.86</b>	<b>31,444.86</b>
Restricted for Debt Service (+)	151	34580					11,097.32
Current Property Tax	151	40110				8,668.22	
Trustee's Collections - Prior Year	151	40120				496.68	
Trustee's Collections - Bankruptcy	151	40125				1,282.25	
Cir Clk/Clk & Master Collections-Pr Yr	151	40130				6,072.48	
Interest And Penalty	151	40140				396.00	
Payments In Lieu Of Taxes - T. V. A.	151	40161				50.73	
Payments In Lieu Of Taxes-Local	151	40162				428.34	
Litigation Tax - General	151	40250					20,950.61
Bank Excise Tax	151	40320				3,595.26	
Cable TV Franchise	151	41140				1,568.66	
Miscellaneous Refunds	151	44170				76.31	
Transfers In	151	49800				10,229.00	
Principal on Notes	151	82110	602				1.00

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Interest on Bonds	151	82210	603				15.00
Trustee Commission	151	82310	510				800.00
<b>TOTAL GENERAL DEBT SERVICE</b>						<b>32,863.93</b>	<b>32,863.93</b>
Restricted for Debt Service (+)	156	34580					174,748.50
Current Property Tax	156	40110				18,520.85	
Trustee's Collections - Prior Year	156	40120				14,564.80	
Cir Clk/Clk & Master Collections-Pr Yr	156	40130					6,827.91
Interest And Penalty	156	40140				2,907.46	
Payments In Lieu Of Taxes-Local	156	40162				522.00	
Payments In Lieu Of Taxes - Other	156	40163					10,275.22
Local Option Sales Tax	156	40210				151,799.00	
Bank Excise Tax	156	40320				3,537.52	
<b>TOTAL EDUCATION DEBT SERVICE</b>						<b>191,851.63</b>	<b>191,851.63</b>

Approved this the 16th Day of June 2014.

\_\_\_\_\_  
Eddie Clark, Chairman of the Commission

\_\_\_\_\_  
Richard Stewart, County Mayor

\_\_\_\_\_  
ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: Clark & Eldridge

Motion to Adopt By: \_\_\_\_\_ Second By: \_\_\_\_\_

Votes: \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_

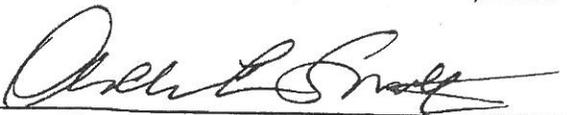
Declaration: Approved

Changes made by Finance Director since Finance Committee

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Deputies	101	51720	106			360.00	
Part Time	101	51720	169				360.00
Travel	101	55900	355	TOBAC			1,200.00
Other Contracted Services	101	55900	399	TOBAC			4,256.00
Other Supplies	101	55900	499	TOBAC			3,702.00
In-Service Staff Development	101	55900	524	TOBAC			5,000.00
Other Charges	101	55900	599	TOBAC		14,158.00	
This was added to the resolution.							

Total Changes

14,518.00 14,518.00

  
 Finance Director 6/6/14

8d - 0614

**A RESOLUTION AMENDING THE FRANKLIN CO BOARD OF EDUCATION GENERAL PURPOSE SCHOOL BUDGET OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2014**

**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	Expenditure	
Other Supplies	72210-499 (210)	\$ 300.00		
Evaluation & Testing	72130-322 (210)		\$ 300.00	
Substitutes - Non Certified	71100-198 (220)	\$ 2,000.00		
Travel	72210-355 (220)		\$ 2,000.00	
Dues & Memberships	72310-320 (220)	\$ 652.00		
Instructional Supplies	71100-429 (220)		\$ 652.00	

(To Be Approved by BOE 05/12/14)

**Attest:**

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

\_\_\_\_\_  
Eddie Clark, Honorable Chairman of the Commission

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

**RESOLUTION SPONSORED BY:**

\_\_\_\_\_  
Clark & Eldridge

**MOTION TO ADOPT:**

**SECOND BY:**

**VOTES:**

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

**DECLARATION:**

8e-0614

**A RESOLUTION AMENDING THE FRANKLIN CO BOARD OF EDUCATION GENERAL PURPOSE SCHOOL BUDGET OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2014**

**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		Expenditure
Instructional Supplies	71300-429	\$ 5,936.00		
Travel	72230-355		\$ 5,936.00	
Instructional Supplies	71300-429	\$ 385.00		
Contracted Services	72230-399		\$ 385.00	
Donations	44570 (141)	\$ 1,500.00		
(Teacher Appreciation Banquet)	72210-524 (141)		\$ 1,500.00	
Instructional Supplies	71100-429 FCHS (231)		\$ 300.00	
Criminal Investigation	72310-533 FCHS (231)	\$ 300.00		
Travel	72230-355	\$ 4,600.00		
Voc Equipment	71300-730		\$ 4,600.00	
		\$ 12,721.00	\$ 12,721.00	

(To Be Approved by BOE 06/09/14)

**Attest:**

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

\_\_\_\_\_  
Eddie Clark, Honorable Chairman of the Commission

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

**RESOLUTION SPONSORED BY:**

\_\_\_\_\_  
Clark & Eldridge

**MOTION TO ADOPT:**

**SECOND BY:**

**VOTES:**

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

**DECLARATION:**

Resolution # 8f-0614

**A RESOLUTION TO TRANSFER FUNDS FROM GENERAL PURPOSE SCHOOL BUDGET TO FEDERAL PROJECTS FUND FOR FISCAL YEAR ENDING JUNE 30, 2015 OF FRANKLIN COUNTY, TENNESSEE FOR FISCAL YEAR 2014-15**

WHEREAS, Federal Projects grants operate on a reimbursement basis and funds are requested from the State of Tennessee by Franklin County Board of Education for non-payroll expenditures on a monthly basis; and

WHEREAS, the Federal Projects Fund operates with a cash deficit at various times throughout the fiscal year due to a slow turn-around time for reimbursements from the State of Tennessee; and

WHEREAS, Government Auditing Standards (GAAP) consider a cash deficit in any fund to be a significant deficiency in internal control; and

WHEREAS, Franklin County Board of Education does not desire to operate any fund with a cash deficit.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Franklin County, Tennessee that the General Purpose School Fund Budget and the Federal Projects Fund Budget be amended as follows:

SECTION 1. The General Purpose School Fund shall transfer \$100,000 to the Federal Projects Fund on July 1, 2014.

SECTION 2. The Federal Projects Fund shall transfer \$100,000 back to the General Purpose School Fund by June 30, 2015.

**TRANSFER FROM (Beginning of Year)**

141-39000	General Purpose School – Fund Balance	\$100,000.00	
141-99100-590	Operating Transfers		\$100,000.00

**TRANSFER TO (Beginning of Year)**

142-49800	School Federal Projects – Transfers In	\$100,000.00	
142-34990	School Fed. Projects – Reserved for Other Gen. Purposes		\$100,000.00

**TRANSFER FROM (End of Year)**

142-34990	Schools Federal Projects –Reserved for Other	\$100,000.00	
142-99100-590	Operating Transfers		\$100,000.00

**TRANSFER TO (End of Year)**

141-49800	General Purpose School- Transfers In	\$100,000.00	
141-39000	General Purpose School – Fund Balance		\$100,000.0

BE IT FURTHER RESOLVED that this amendment be effective immediately upon passage for the preceding year and a copy be sent to the Division of Local Finance for written confirmation of approval preceding the action, for the public welfare demanding it on this the 16<sup>th</sup> day of June 2014.

\_\_\_\_\_  
Eddie Clark, Honorable Chairman of the Commission

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

Attest: \_\_\_\_\_  
Phillip Custer, County Clerk

RESOLUTION SPONSORED BY: Clark & Eldridge

MOTION TO ADOPT \_\_\_\_\_

SECOND BY \_\_\_\_\_

VOTES: AYES \_\_\_\_\_ NAYS \_\_\_\_\_

DECLARATION: \_\_\_\_\_

Resolution # 89-0614

**A RESOLUTION TO TRANSFER FUNDS FROM GENERAL PURPOSE SCHOOL BUDGET TO FEDERAL PROJECTS FUND FOR FISCAL YEAR ENDING JUNE 30, 2014 OF FRANKLIN COUNTY, TENNESSEE FOR FISCAL YEAR 2013-14**

**WHEREAS**, Federal Projects grants operate on a reimbursement basis and funds are requested from the State of Tennessee by Franklin County Board of Education for non-payroll expenditures on a monthly basis; and

**WHEREAS**, the Federal Projects Fund operates with a cash deficit at various times throughout the fiscal year due to a slow turn-around time for reimbursements from the State of Tennessee; and

**WHEREAS**, Government Auditing Standards (GAAP) consider a cash deficit in any fund to be a significant deficiency in internal control; and

**WHEREAS**, Franklin County Board of Education does not desire to operate any fund with a cash deficit.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of Franklin County, Tennessee that the General Purpose School Fund Budget and the Federal Projects Fund Budget be amended as follows:

General Purpose Schools transfer \$10,000 to Federal Projects Fund and shall remain in the Federal Projects Fund as a payable to the General Purpose School Fund and may be repaid at any time as directed by the Board of Education.

141-39000	General Purpose School – Fund Balance	\$10,000	
141-99100-590	Operating Transfers		\$10,000
142-49800	School Federal Projects – Transfers In	\$10,000	
142-34990	School Federal Projects – Reserved for Other Gen Purposes		\$10,000

**BE IT FURTHER RESOLVED** that this amendment be effective immediately upon passage for the preceding year and a copy be sent to the Division of Local Finance for written confirmation of approval preceding the action, for the public welfare demanding it on this the 16<sup>th</sup> day of June 2014.

\_\_\_\_\_  
Eddie Clark, Honorable Chairman of the Commission

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

Attest: \_\_\_\_\_  
Phillip Custer, County Clerk

RESOLUTION SPONSORED BY: Clark & Eldredge

MOTION TO ADOPT \_\_\_\_\_

SECOND BY \_\_\_\_\_

VOTES: AYES \_\_\_\_\_

NAYS \_\_\_\_\_

DECLARATION: \_\_\_\_\_

RESOLUTION# 8h-0614

A RESOLUTION AMENDING THE HIGHWAY FUND BUDGET  
OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2014.

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		
<b>Revenues</b>							
Current Property Tax	131	40110				3,500.00	
Prior Yr Property Tax	131	40120				1,172.00	
Trustee's Bankruptcy Collects	131	40125				91.00	
Cir Clerk/Clerk & Master Collections PR YRS	131	40130				1,912.00	
Interest & Penalty	131	40140				388.00	
Payments in Lieu of - TVA	131	40161				75.00	
Payments in Lieu of - Local Utilities	131	40162				646.00	
Payments in Lieu of - Other	131	40163				78.00	
Bank Excise Tax	131	40320				2,291.05	
Cable TV Franchise	131	41140				635.00	
Gasoline & Motor Fuel Tax	131	46920				8,655.00	
Petroleum Special Tax	131	46930				15.00	
Transfers In	131	49800				5,000.00	
<b>Administration</b>							
Assistants	131	61000	103			2,000.00	
Educational Incentive - Other Co Employees	131	61000	185			850.00	
Other Salaries & Wages	131	61000	189			2,000.00	
Social Security	131	61000	201			500.00	
State Retirement	131	61000	204			750.00	
Medical Insurance	131	61000	207				470.00
Dental Insurance	131	61000	208				5.00
Disability Insurance	131	61000	209			8.00	
Employer Medicare	131	61000	212			100.00	
<b>Highway Maintenance</b>							
Mechanics	131	62000	142			9,000.00	
Equipment Operators - Heavy	131	62000	144			1,500.00	

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Equipment Operators - Light	131	62000	145			10,000.00	
Truck Driver	131	62000	147			2,000.00	
Longevity	131	62000	186			420.00	
Overtime Pay	131	62000	187			2,500.00	
Social Security	131	62000	201			7,000.00	
State Retirement	131	62000	204			600.00	
Life Insurance	131	62000	206			148.00	
Medical Insurance	131	62000	207			900.00	
Dental Insurance	131	62000	208			1,360.00	
Disability Insurance	131	62000	209			790.00	
Employer Medicare	131	62000	212			1,100.00	
Other Fringe Benefits	131	62000	299			360.00	
<b>Operation &amp; Maintenance of Equipment</b>							
Foreman	131	63100	141			1,000.00	
Other Salaries & Wages	131	63100	189			24,860.00	
Social Security	131	63100	201			1,650.00	
State Retirement	131	63100	204			4,200.00	
Life Insurance	131	63100	206			39.40	
Medical Insurance	131	63100	207			6,219.00	
Dental Insurance	131	63100	208			206.00	
Disability Insurance	131	63100	209			222.00	
Employer Medicare	131	63100	212			390.00	
Other Fringe Benefits	131	63100	299			98.00	
Maintenance & Repair - Buildings	131	63100	335			6,000.00	
Equipment & Machinery Parts	131	63100	418			15,000.00	
Tires & Tubes	131	63100	450			5,000.00	
<b>Operation of Quarry</b>							
Equipment Operators - Light	131	63400	145			3,000.00	
Social Security	131	63400	201			400.00	
State Retirement	131	63400	204			750.00	
Life Insurance	131	63400	206			46.00	
Medical Insurance	131	63400	207			3,520.00	
Dental Insurance	131	63400	208			119.00	
Disability Insurance	131	63400	209			27.00	
Employer Medicare	131	63400	212			96.00	
Communication	131	63400	307				150.00
Explosives & Drilling Services	131	63400	323			14,000.00	

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Maintenance & Repair - Equipment	131	63400	336				10,000.00
Electricity	131	63400	415			12,000.00	
Water & Sewer	131	63400	454			680.00	
Other Supplies & Materials	131	63400	499			750.00	
<b>Other Charges</b>							
Communication	131	65000	307				50.00
Disposal Fees	131	65000	359				500.00
Uniforms	131	65000	451			1,800.00	
Utilites	131	65000	452			1,100.00	
Trustee's Commission	131	65000	510				4,500.00
Workman's Compensation	131	65000	513			3,000.00	
Other Self-Insured Claims	131	65000	516			2,000.00	
<b>Capital Outlay</b>							
Hwy Construction - Dist 1	131	68000	713	100		20,000.00	
Hwy Construction - Dist 2	131	68000	713	200		20,000.00	
Hwy Construction - Dist 3	131	68000	713	300		5,000.00	
Motor Vehicles	131	68000	718			10,000.00	
State-Aid Road Projects	131	68000	726	OESR			20,000.00
<b>Restricted Fund Balance</b>							
Restricted for Highway/Public Works	131	34550					195,841.45
<b>Total Highway Fund 131</b>						<b>231,516.45</b>	<b>231,516.45</b>
<b>Year End Cleanup Amendment (Fund Balance + Increase)</b>							

Approved this the 16th Day of June 2014.

\_\_\_\_\_  
Eddie Clark, Chairman of the Commission

\_\_\_\_\_  
Richard Stewart, County Mayor

\_\_\_\_\_  
ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: Clark & Eldridge

Motion to Adopt By: \_\_\_\_\_

Second By: \_\_\_\_\_

Votes: Ayes \_\_\_\_\_ Nays \_\_\_\_\_

Changes made by Finance Director since Finance Committee

Department & Description	Account Number					Debit Revenue	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
State-Aid Bridge Revenue	131	46410					49,992.00
State-Aid Bridge Projects	131	68000	705			90,000.00	
Restricted for Highway/Public Works	131	34550					40,008.00
This has been removed from the resolution.							

Total Changes

90,000.00 90,000.00

  
 Finance Director 6/6/14

**RESOLUTION # 81-0614**  
**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 monitoring the Sprinkler Systems at the following locations: Franklin County Annex & Agricultural Pavilion; 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 16<sup>th</sup> day of June 2014.

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

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

ATTEST:

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

RESOLUTION SPONSORED BY: Clark & Eldridge

MOTION TO ADOPT: \_\_\_\_\_ SECOND BY: \_\_\_\_\_

Vote:            Ayes            Nays            Pass



# Service Solution

**Customer:**  
**Franklin County Finance Depart**  
**Date: 09-MAR-14**  
**Proposal #:329212**  
**Term:01-APR-14 to 31-MAR-17**

**Billing Customer:**  
 Franklin County Finance Depart  
 Po Box 518  
 WINCHESTER, TN 37398-0000

**Service Location:**  
 Franklin County Finance Depart  
 Po Box 518  
 WINCHESTER, TN 37398-0000

**SimplexGrinnell**  
**Sales Representative:**  
 SHARON E SYLVESTER  
 3200 N HAWTHORNE ST  
 CHATTANOOGA, TN 37406-0686  
 ssylvester@simplexgrinnell.com

## INVESTMENT SUMMARY

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

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
Sprinkler Test & Inspect WET SPRINKLER SYSTEM Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual	
<b>Sprinkler Test &amp; Inspect Total:</b>			\$150.00
<b>Total Recurring Annual Investment:</b>			<b>\$150.00</b>

## SUMMARY OF SERVICES

### Sprinkler Test & Inspect - WET SPRINKLER SYSTEM

#### TEST AND INSPECTION:

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

#### DOCUMENTATION:

Accessible components and devices logged for:

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

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

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



# Service Solution

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 Finance Depart** and is effective **01-APR-14** to **31-MAR-17** (the "Initial Term").

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

**PAYMENT AMOUNT:** **\$150.00** - **Proposal # : 329212**

**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 Finance Depart**

**SimplexGrinnell**

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

SHARON E SYLVESTER

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# Service Solution

**Customer:**  
**Franklin County Agricultural Pavilion**  
**Date: 11-MAR-14**  
**Proposal #:329210**  
**Term:01-APR-14 to 31-MAR-17**

**Billing Customer:**  
 Franklin County Agricultural Pavilion  
 1041 Wilton Circle  
 WINCHESTER, TN 37398

**Service Location:**  
 Franklin County Agricultural Pavilion  
 1041 Wilton Circle  
 WINCHESTER, TN 37398

**SimplexGrinnell**  
**Sales Representative:**  
 SHARON E SYLVESTER  
 3200 N HAWTHORNE ST  
 CHATTANOOGA, TN 37406-0686  
 sylvester@simplexgrinnell.com

## INVESTMENT SUMMARY

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

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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### Recurring Annual Investment

Sprinkler Test & Inspect  
 DRY SPRINKLER SYSTEM  
 Dry System Test & Inspect(Includes  
 Tamper, Pressure Switch, Low Air, Gate  
 Valve, Valve Trim, Main Drain Valve, Fire  
 Dept. Plastic Caps, Full Trip Test)

3

Annual

**Sprinkler Test & Inspect Total:** \$865.00

**Total Recurring Annual Investment:** **\$865.00**

## SUMMARY OF SERVICES

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

#### TEST AND INSPECTION:

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

#### DOCUMENTATION:

Accessible components and devices logged for:

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

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

Annual dry pipe sprinkler test & inspection includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and pressure switches, and local alarms and signals; opening main drain to record static and residual pressures; partial trip test, draining of low point drains [locations provided by buyer], inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.



# Service Solution

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 Agricultural Pavilion and is effective 01-APR-14 to 31-MAR-17 (the "Initial Term").

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

**PAYMENT AMOUNT:** **\$865.00** - Proposal # : 329210

**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 Agricultural Pavilion**

**SimplexGrinnell**

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

SHARON E SYLVESTER

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

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

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

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

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

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

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

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

Customer further agrees to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**F. Communication Facilities.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO.: 8j-0614

**A RESOLUTION REPEALING RESOLUTION # H3-0108-03 IN  
REGARD TO ANY EMPLOYEE HIRED AFTER  
JULY 1, 2014**

**WHEREAS**, Resolution # H3-0108-03 previously adopted by this legislative body provided post-employment medical insurance for certain retiring Franklin County employees employed by Franklin County, Tennessee after July 1, 2008; and

**WHEREAS**, the Franklin County Commission does now wish to terminate this benefit in regard to any employee employed after July 1, 2014.

**BE IT THEREFORE** resolved by this the County Commission of Franklin County, Tennessee that Resolution # H3-0108-03 is hereby repealed and shall no longer be in effect as to any employee hired by Franklin County, Tennessee after July 1, 2014. No employee employed after July 1, 2014 shall be entitled to post-employment medical insurance benefits.

This Resolution shall not affect the obligation of Franklin County to provide post-employment medical benefits for employees hired before July 1, 2014 who would be eligible for said benefits as stated in Resolution # H3-0108-03.

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

ADOPTED this 16<sup>th</sup> day of June, 2014.

APPROVED:

APPROVED:

\_\_\_\_\_  
Richard Stewart, Mayor

\_\_\_\_\_  
Eddie Clark, Chair of Commission

ATTEST: \_\_\_\_\_  
Phillip Custer, County Clerk

RESOLUTION SPONSORED BY: Clark and Eldridge

MOTION TO ADOPT: \_\_\_\_\_ SECOND: \_\_\_\_\_

VOTES: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_

DECLARATION: \_\_\_\_\_

**RESOLUTION # 8K-0614**  
**APPROVING CONTRACTED SERVICES AGREEMENT**  
**BETWEEN FRANKLIN COUNTY, TENNESSEE LIBRARY**  
**AND BRADFORD LANDSCAPING**

**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 Library Board to enter into a multi-year contracted agreement with Bradford Landscaping in order to adequately maintain the landscaping at the Franklin County Library; and

**WHEREAS**, Franklin County has obtained quotes for this services and Bradford's was the lowest and he landscaped the library paid from Library Friends Funds and the Library Board are well pleased with the service and now need maintenance 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 16<sup>th</sup> day of June 2014.

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

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

ATTEST:

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

RESOLUTION SPONSORED BY: Clark & Eldriedge

MOTION TO ADOPT: \_\_\_\_\_ SECOND BY: \_\_\_\_\_

Vote:       Ayes      Nays      Pass

**FRANKLIN COUNTY GOVERNMENT**  
**FINANCE DEPARTMENT**

Andrea L. Smith, Finance Director

PO BOX 518  
851 DINAH SHORE BLVD.  
WINCHESTER, TN 37398

Office: (931) 967-1279  
Fax: (931) 962-1473  
www.franklincountyfinance.com



May 30, 2014

Honorable Eddie Clark, Chairman  
Franklin County Commission  
Franklin County Courthouse  
1 So Jefferson St.  
Winchester, TN 37398

Re: Cooperative Purchasing Contracts/Agreements

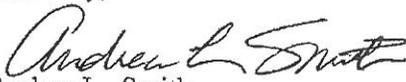
Dear Commissioner Clark:

Upon, some recent training at a Tennessee Association of Public Purchasing conference, we have found we are able to utilize cooperative purchasing agreements/contracts. This involves us using contracts already bid for items we need to procure, instead of going to the expense of bidding the items ourselves. This would not be our only mechanism in purchasing and might not always be the best avenue. We will need commission approval in order to use this means of procurement. I am requesting at this time for the County Commission to approve the following Cooperative Purchasing Agencies for Franklin County's use:

Buy Board Cooperative Purchasing  
E & I Cooperative Services  
PEPPM National Cooperative Contracts  
National IPA  
National Joint Powers Alliance  
The Cooperative Purchasing Network  
Us Communities – Government Purchasing Alliance

I would like to utilize these nationwide purchasing agreements/contracts when possible. I feel it would be a great asset countywide and will help save funds as well as time. If you will please give me authorization to utilize this means of procurement, I would greatly appreciate it. As always if you have any questions or concerns in regard to the finance department please contact me, I will be glad to assist you all. See attachments.

Sincerely,

  
Andrea L. Smith  
Finance Director



## Services

Home / Services / State Association Services / Service Partnerships / BuyBoard / Become a Member

### State Association Services

Member Services

Resources for Executive Directors

Service Partnerships

BuyBoard

BuyBoard Information

Prospective Member FAQs

Become a Vendor

Training and Reference Materials

About BuyBoard

Partner Selection Process

What State Associations Do

National Connection

Caucuses

Council of School Attorneys

Council of Urban Boards of Education

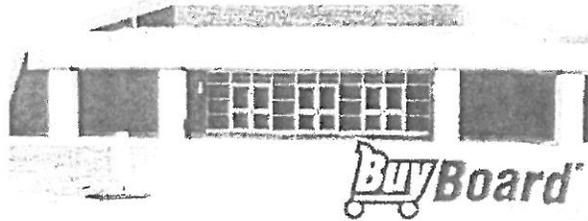
Federal Relations Network

School Board Leadership Services

Technology Leadership Network

NSBAConnect

## Become a Member



### How to Become a Member in Just Four Steps

1. For K-12 public schools only, it is required that you provide either a signed resolution or a copy of the minutes in which the board acted to join the Cooperative. Download the sample resolution for your district to adopt. Documentation must be provided that your governing board has formally agreed to join the Cooperative. Governmental entities are not required to submit a resolution.
2. Download the Interlocal Participation Agreement form.
3. Fax or email us the completed Interlocal Participation Agreement form. School districts also must provide either a signed resolution or a copy of the minutes of a board meeting in which the board acted to join the cooperative. You can fax the form to 703-519-6497 or email us buyboard@nsba.org.
4. We will send login information to your contact and you may begin purchasing through the BuyBoard National Purchasing Cooperative program.

### Take a Test Drive

Visit the BuyBoard website and use the following information: user ID: nsbademo, and password: Demc4you.

### Eligible Governmental Entities Include

- Cities
- Community Colleges
- Counties
- Municipalities
- Public Universities
- School Districts
- Towns
- Villages
- Other Local Government Agencies

### Who Can I Contact With Questions?

Email us at buyboard@nsba.org or call the BuyBoard team at 703-838-6740.

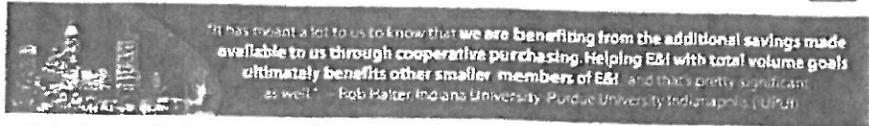
### Working Together

We partnered with our state associations and created National Connection, a premium service customized to keep your school board up to date. You get exclusive benefits such as expert webinars, timely research, money-saving resources, newsletters, and more. Enroll today!



Home | MyAccount | Contract Finder | Member Locator | Join | Site Search

Go



Contracts Members Suppliers News Publications Events About Us

LOGIN

Login ID

Password

Log In

Not Registered Yet?

Forgot Login ID?  
Forgot Password?

Last Year  
E&I Members  
Save a Cover

CONTRACT FINDER

- Airgas, Inc.
- Allied Van Lines
- Alpha Building Corporation
- America To Go, L.L.C.
- American Express
- American Hotel Register
- American Seating Co.
- B&H Photo Video
- The Baker Company
- Beckman Coulter
- Bentley Mills, Inc.
- Bourdon Institutional Sales, Inc.
- Bretford Manufacturing, Inc.
- Claridge Products & Equipment, Inc.
- Coastline
- Complete Book and Media Supply
- Details
- Enterprise Rent-A-Car
- ESM Solutions Corporation
- Falcon
- FedEx Corporation

SPECIAL FEATURE

OfficeMax: What's Next

OfficeMax

Solutions

Through the recent merger of Office Depot and OfficeMax, E&I members now have access to more choices, exclusive discounts and endless innovation. By combining the shared expertise of these two companies, the new Office Depot, Inc. is a stronger, more efficient global resource for your institution. Learn more about how you can improve your overall performance and efficiencies. Check out this brochure created specifically for E&I members.



QUICK LINKS

- NAEP
- Online Ordering
- Webinars
- Supplier List
- Employment Opportunities

Follow 353

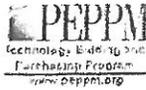
FEATURED CONTRACT

Henry Schein Named a 2014 World's Most Ethical Company by the Ethisphere Institute For Third Straight Year



Henry Schein, Inc. announced today that it has been recognized as a 2014 World's Most Ethical Company® by the Ethisphere Institute, an independent center of research promoting best practices in corporate ethics and governance. This is the third year in a row that Henry Schein has been honored with this award, which recognizes organizations that continue to raise the bar on ethical leadership and corporate behavior.

TESTED DAILY 20-MAY



# PEPPM National Cooperative Contracts

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[SPIN Numbers](#)

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[Vendor Information](#)

[PEPPM Buyer's Guide](#)

To search the PEPPM web site and product lines, select your state and use the search box at the top of the page

[List of Awarded Product Lines](#)

[List of Awarded Catalog Categories](#)

[PEPPM Bid Process and Award Details](#)

[PEPPM 2014 Official Notice](#)

The product lines listed below have been awarded by the Central Susquehanna Intermediate Unit on behalf of Pennsylvania K-12 public school districts, vocational-technical schools, intermediate units, state-approved private schools, public libraries, nonpublic schools, approved charter schools, community colleges and, with the vendor's approval and where permissible by statute or regulation, colleges, universities, county governments, local municipalities and related county/municipal authorities and other non-profit entities according to Pennsylvania bid statutes.

The PEPPM Awarded Vendor for each of the product lines listed below has agreed to extend their bid pricing to your state according to the terms and conditions outlined in the PEPPM bid request.

If your school/agency and state's bid statutes allow the use of other states' contracts for purchasing technology products, you are eligible to purchase through these PEPPM contracts. If you require additional information about the PEPPM bid in order to determine whether our bid terms and conditions and procedures meet your bid requirements please contact David Manney (570-523-1155 x2174)

The only requirement for using the PEPPM contracts is that all orders must be placed by faxing your purchase order (made out to the Awarded Vendor or Authorized Reseller) and a quote (if provided) to the PEPPM 800-number (800-535-3779). There is no fee or additional charge for use of the PEPPM contracts. The price you see or is quoted to you is the price you pay.

By clicking on one of the product line links below, you will be taken to the product line information page. Clicking on the "Current Pricelist" link will display the products and prices that have been extended to your state. To return to THIS page and view other product lines extended to your state, please use the "Back" button in your browser.

Do not use the left navigation bar in the product line information page. Doing so could result in you displaying product line pages that have not been extended to your state. All Awarded Vendors did not agree to extend their contract to other states. Always make sure the top of this page references your state.

### List of Available Product Line and Catalog Awards:

Awarded Catalog Categories: In an effort to provide buyer access to a broad spectrum of products that may be purchased over the course of a year from a single vendor, the PEPPM program has conducted and awarded a catalog bid. This bid includes technology products within specific categories typically sold through online and paper based catalogs.

#### PEPPM Catalog Category Awards

Audio-Visual Products  
[B&H Photo Video Catalog Store](#)  
[Camcor, Inc. Catalog Store](#)  
[Troxel Communications Catalog Store](#)  
[Zones, Inc. Catalog Store](#)

General Hardware and Software  
[Unistar-Sparco Computers, Inc. Catalog Store](#)  
[Zones, Inc. Catalog Store](#)

Refurbished Computer Systems and Parts  
[2TAC Corporation Catalog Store](#)  
[C/Di Computer Dealers, Inc. Catalog Store](#)  
[C/Vec Catalog Store](#)  
[Insight Systems Exchange Catalog Store](#)  
[K12 Solutions, Inc. Catalog Store](#)  
[PartStock Computer Catalog Store](#)  
[Velocity Tech Solutions Catalog Store](#)  
[VIG Solutions, Inc. Catalog Store](#)

Remanufactured Laser Toner and Ink Cartridges  
[Aeron Solutions Company Catalog Store](#)  
[IPS Global Catalog Store](#)  
[Office Technologies Catalog Store](#)  
[S. Q.M.A., Inc. Catalog Store](#)  
[Zones, Inc. Catalog Store](#)

#### Awarded Product Lines:

Product lines followed by a gold arrow (↗) are available to government agencies. [More information](#)

Product lines followed by a green arrow (↘) are available to universities and higher education agencies. [More information](#)

[A+ Mobile Solutions](#) ↗  
[ACE Computers](#) ↗  
[Acer](#) ↗  
[Acronis](#) ↗  
[Adobe Systems, Inc.](#) ↗  
[Adtran](#) ↗  
[Aerohive Networks](#) ↗  
[Alcatel-Lucent](#) ↗  
[Allied Telesis, Inc.](#) ↗  
[Alvarado](#) ↗  
[American Power Conversion](#) ↗  
[AMX](#) ↗  
[Anthro Technology Furniture](#) ↗  
[Applied Network Intelligence](#) ↗  
[App-Techs Corporation](#) ↗  
[ArcMail Technology, Inc.](#) ↗  
[Aruba Networks Corporation](#) ↗  
[Asus Computer International](#) ↗  
[Audio Enhancement](#) ↗  
[AVerMedia Information, Inc.](#) ↗  
[AVRover](#) ↗  
[AVSI](#) ↗  
[Axiom](#) ↗  
[Axis Communications](#) ↗  
[Barco](#) ↗

[LifeSize Communications, Inc.](#) ↗  
[Lightspeed Systems](#) ↗  
[Lightspeed Technologies, Inc.](#) ↗  
[Lumens Integration](#) ↗  
[Lumension](#) ↗  
[MakerBot](#) ↗  
[Markant](#) ↗  
[MacAfee, Inc.](#) ↗  
[MeetingOne](#) ↗  
[Marak](#) ↗  
[Meru Networks](#) ↗  
[Microsoft - Software](#) ↗  
[Milestone Systems, Inc.](#) ↗  
[Mitel, Inc.](#) ↗  
[MobileIron, Inc.](#) ↗  
[Mobility](#) ↗  
[Ncomputing, Inc.](#) ↗  
[NCS Technologies, Inc.](#) ↗  
[NEC - Projectors/Displays](#) ↗  
[NetApp](#) ↗  
[NetGear](#) ↗  
[Next Level Security Systems](#) ↗  
[Nomad Technologies, Inc.](#) ↗  
[Nova Solutions, Inc.](#) ↗  
[Oce](#) ↗

# NATIONAL IPA

Reducing Procurement Costs Through Cooperative Contracting

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- MASTER AGREEMENTS
- SOLICITATIONS IN PROCESS
- ETHANOL
- SOLICITATION EVALUATION

## Master Agreements

Traverse City, Michigan

<ul style="list-style-type: none"> <li>• Combination Sewer Trucks, Parts &amp; Related Services</li> </ul>				
<ul style="list-style-type: none"> <li>• Elevator, Escalator, Maintenance &amp; Repairs</li> </ul>				
<ul style="list-style-type: none"> <li>• Sanitation &amp; Sanitation Supplies</li> </ul>				
<ul style="list-style-type: none"> <li>• Towels &amp; Tissues</li> </ul>				
<ul style="list-style-type: none"> <li>• Professional Cleaning Chemicals</li> </ul>				
<ul style="list-style-type: none"> <li>• Skin Care Products</li> </ul>				
<ul style="list-style-type: none"> <li>• Can Liners</li> </ul>				
<ul style="list-style-type: none"> <li>• Tools &amp; Accessories</li> </ul>				
<ul style="list-style-type: none"> <li>• Fire Extinguishers &amp; Services</li> </ul>				
<ul style="list-style-type: none"> <li>• Food Services, Packaging &amp; Disposables</li> </ul>				
<ul style="list-style-type: none"> <li>• Water Treatment Chemicals</li> </ul>				
<ul style="list-style-type: none"> <li>• Refuse &amp; Recycling Containers</li> </ul>				
<ul style="list-style-type: none"> <li>• Maintenance, Repair, and Operational Supplies</li> </ul>				
<ul style="list-style-type: none"> <li>• Electrical</li> </ul>				
<ul style="list-style-type: none"> <li>• Lamps &amp; Ballasts</li> </ul>				
<ul style="list-style-type: none"> <li>• HVAC</li> </ul>				
<ul style="list-style-type: none"> <li>• Lighting</li> </ul>				
<ul style="list-style-type: none"> <li>• Plumbing</li> </ul>				
<ul style="list-style-type: none"> <li>• Power Transmission &amp; Motors</li> </ul>				
<ul style="list-style-type: none"> <li>• Safety</li> </ul>				
<ul style="list-style-type: none"> <li>• Tools</li> </ul>				
<ul style="list-style-type: none"> <li>• Emergency Preparedness</li> </ul>				
<ul style="list-style-type: none"> <li>• Furniture</li> </ul>				
<ul style="list-style-type: none"> <li>• Office Furniture</li> </ul>				
<ul style="list-style-type: none"> <li>• Seating</li> </ul>				
<ul style="list-style-type: none"> <li>• Filing Systems</li> </ul>				
<ul style="list-style-type: none"> <li>• Educational Furniture</li> </ul>				
<ul style="list-style-type: none"> <li>• Wireless &amp; Data Services</li> </ul>				
<ul style="list-style-type: none"> <li>• Traffic Enforcement Solutions</li> </ul>				
<ul style="list-style-type: none"> <li>• Multifunction Digital Copiers, Supplies and Filing Systems</li> </ul>				
<ul style="list-style-type: none"> <li>• Multifunction Digital Copiers, Supplies &amp; Services - Toshiba</li> </ul>				
<ul style="list-style-type: none"> <li>• Service and Rental of Uniforms, Floor Mats, Mops &amp; Towels</li> </ul>				
<ul style="list-style-type: none"> <li>• Information Technology</li> </ul>				
<ul style="list-style-type: none"> <li>• Desktops</li> </ul>				
<ul style="list-style-type: none"> <li>• Laptops</li> </ul>				
<ul style="list-style-type: none"> <li>• Servers</li> </ul>				
<ul style="list-style-type: none"> <li>• Input Devices</li> </ul>				
<ul style="list-style-type: none"> <li>• Output Devices</li> </ul>				
<ul style="list-style-type: none"> <li>• Memory</li> </ul>				
<ul style="list-style-type: none"> <li>• Storage Devices</li> </ul>				
<ul style="list-style-type: none"> <li>• Network Equipment</li> </ul>				
<ul style="list-style-type: none"> <li>• Software</li> </ul>				
<ul style="list-style-type: none"> <li>• Services</li> </ul>				
<ul style="list-style-type: none"> <li>• Parks &amp; Golf Grounds Maintenance Equipment</li> </ul>				
<ul style="list-style-type: none"> <li>• Commercial</li> </ul>				
<ul style="list-style-type: none"> <li>• Compact Utility</li> </ul>				
<ul style="list-style-type: none"> <li>• Landscape Contractor</li> </ul>				
<ul style="list-style-type: none"> <li>• Paint</li> </ul>				
<ul style="list-style-type: none"> <li>• Interior Paints</li> </ul>				
<ul style="list-style-type: none"> <li>• Exterior Paints &amp; Stains</li> </ul>				

**MEMBERSHIP AGREEMENT  
PARTICIPATING MEMBER**



This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between National Joint Powers Alliance®, hereinafter referred to as "NJPA" and \_\_\_\_\_ hereinafter referred to as the "Applicant".

**Witnesseth:**

That for a good and valuable consideration of the premises, mutual terms, covenants, provisions, and conditions hereafter set forth, it is agreed by and between the parties as follows:

*Whereas, the NJPA is created by Minnesota Statute §123A.21 as a service cooperative (with membership further defined in M.S. §471.59) to serve cities, counties, towns, public or private schools, political subdivisions of Minnesota or another state, another state, any agency of the State of Minnesota or the United States including instrumentalities of a governmental unit and all non-profits; and*

*Whereas, NJPA's purpose as defined in M.S. §123A.21 is to assist in meeting specific needs of clients which could be better provided by NJPA than by the members themselves; and*

*Whereas, the NJPA Board of Directors has established the ability for an "Applicant" desiring to participate in NJPA contracts and procurement programs to become a Participating Member; and*

*Whereas, the NJPA Board of Directors has determined that Participating Members will have no financial or organizational liability to NJPA or to its organizational activities;*

Now Therefore, it is hereby stipulated and agreed that the "Applicant" Agency desires to be a Participating Member of NJPA with contract purchasing benefits, in accordance with terms and conditions of the applicable contract(s), and that NJPA hereby grants said Membership to said "Applicant."

**Term:**

This continuing agreement shall remain in force or until either party elects to dissolve the Agreement by written notice.

**THEREFORE, IN WITNESS THEREOF,**

the parties hereto have executed this Agreement the day and year written above.

**Member Name:**

**National Joint Powers Alliance®  
202 12<sup>th</sup> Street NE  
Staples, MN 56479**

By \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Its \_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**MEMBERSHIP AGREEMENT  
PARTICIPATING MEMBER**



**ORGANIZATION INFORMATION (\*\* Required Information)**

Applicant Name: \*\* \_\_\_\_\_  
Address: \*\* \_\_\_\_\_  
City, State, Zip \*\* \_\_\_\_\_  
Federal ID Number: \_\_\_\_\_  
Contact Person: \*\* \_\_\_\_\_  
Title: \*\* \_\_\_\_\_  
E-mail: \*\* \_\_\_\_\_  
Phone: \_\_\_\_\_  
Website: \_\_\_\_\_

Please indicate an address to which your Membership materials may be delivered.

Thank you.

**APPLICANT ORGANIZATION TYPE:**

- K-12
- Government or Municipality (please specify: \_\_\_\_\_)
- Higher Education
- Other (please specify: \_\_\_\_\_)

**I WAS REFERRED BY: (please specify)**

- Advertisement \_\_\_\_\_
- Current NJPA Member \_\_\_\_\_
- Vendor Representative \_\_\_\_\_
- Trade Show \_\_\_\_\_
- NJPA Website \_\_\_\_\_
- Other \_\_\_\_\_

**Completed applications may be returned to:**

National Joint Powers Alliance ®  
202 12<sup>TH</sup> Street NE  
Staples, MN 56479

**Duff Erholtz**

Phone 218-894-5490

Fax 218-894-3045

E-mail [duff.erholtz@njpacoop.org](mailto:duff.erholtz@njpacoop.org)

**JOINT EXERCISE OF POWERS  
AGREEMENT**



**This Agreement is Between the National Joint Powers Alliance® (NJPA) and**

\_\_\_\_\_  
(participating governmental agency)

**Agreement.** The participants in this Joint Exercise of Powers Agreement, hereinafter referred to as the Agreement, agree to jointly or cooperatively exercise certain powers common to them for the procurement of various goods and services by the participants. The term "governmental agency" as defined and used in this Agreement, includes any city, county, town, school district, education agency, post-secondary institution, governmental agency or other political subdivision of any agency of any state of the United States or any other country that allows for the Joint Exercise of Powers, and includes any instrumentality of a governmental agency. For the purpose of this section, an instrumentality of a governmental agency means an instrumentality having independent policy making and appropriating authority.

**Purpose.** The purpose of this Agreement is to allow for the cooperative efforts to provide for contract and vendor relationships to purchase supplies, materials, equipment or services (hereinafter referred to as goods and services,) as a result of the current and active competitive bidding process exercised by a legal qualifying bidding agency on behalf of governmental and other qualifying agencies. Qualified customers may forgo the competitive bidding process as a result of this action and process provided on the agencies behalf. Reference the Uniform Municipal Contracting Law MN Statute 471.345 subd 15. This provision is made possible as a result of the purchasing contract development through a national governmental agency association's purchasing alliance.

*Whereas, parties to this Agreement are defined as governmental agencies in their respective states;*

*and Whereas, this Agreement is intended to be made pursuant to the various Joint Exercise of Powers Acts of the states or nations of the respective participating governmental agencies which authorizes two or more governmental agencies to exercise jointly or cooperatively powers which they possess in common;*

*and Whereas, the undersigned Participating Governmental Agency asserts it is authorized by Intergovernmental Cooperation Statutes to enter into an agreement with NJPA to cooperate in procurement of goods and services; and Whereas, NJPA asserts it is a Minnesota Service Cooperative created and governed under Minnesota Statute §123A.21 authorized by Minnesota Statute §471.59 to "jointly or cooperatively exercise any power common to the contracting parties";*

*and Whereas, the undersigned Participating Governmental Agency and NJPA desire to enter into a "Joint Exercise of Powers Agreement" for the purpose of accessing available purchasing contracts for goods and services from each other which can be most advantageously done on a cooperative basis;*

**Now Therefore,** it is mutually agreed as follows:

1. The Parties to this agreement shall provide in a cooperative manner access to each other's purchasing efforts to procure supplies, equipment, materials and services hereinafter referred to as "goods and services",
2. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the purchasing of goods and services as they pertain to the laws of their state or nation,
3. Either Party to this Agreement may terminate their participation in this Agreement upon thirty (30) days written notice,
4. Neither Party to this Agreement claims any proprietary interest of any nature whatsoever in any of the other participants in this Agreement
5. Each party agrees that it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law;

5/29/2012

**JOINT EXERCISE OF POWERS  
AGREEMENT**



- 6. Both Parties to this Agreement agree to abide by all of the general rules and regulations and policies of the participating agencies that they are receiving goods and services from;
- 7. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers;
- 8. Both Parties to this Agreement agree to provide for the disposition of any property or surplus moneys (as defined by the participant) acquired as a result of this joint exercise of powers in proportion to the contributions of the governing bodies and;
- 9. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body.

This Agreement allows for the NJPA to provide procurement contracts on behalf of all qualified participating agencies pursuant to the Uniform Municipal Contracting law, MN Statute §471.345 Subd 15.

**ORGANIZATION INFORMATION (\*\* Required Fields)**

Applicant Name: \*\* \_\_\_\_\_  
 Address: \*\* \_\_\_\_\_  
 City, State, Zip \*\* \_\_\_\_\_  
 Federal ID Number: \_\_\_\_\_  
 Contact Person: \*\* \_\_\_\_\_  
 Title: \*\* \_\_\_\_\_  
 E-mail: \*\* \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Website: \_\_\_\_\_

Reference:  
Minnesota Joint Exercise of Powers  
M.S. 471.59

Participating Agency  
Joint Exercise of Powers Authority  
granted under State Statute  
# \_\_\_\_\_

**THE UNDERSIGNED PARTIES HAVE AGREED THIS DAY TO THE ABOVE CONDITIONS.**

**Member Name:**

**National Joint Powers Alliance®**

By \_\_\_\_\_  
 AUTHORIZED SIGNATURE  
 Its \_\_\_\_\_  
 TITLE  
 \_\_\_\_\_  
 DATE

\_\_\_\_\_  
 AUTHORIZED SIGNATURE  
 \_\_\_\_\_  
 TITLE  
 \_\_\_\_\_  
 DATE

**Completed applications may be returned to:**

National Joint Powers Alliance ©  
 202 12<sup>TH</sup> Street NE  
 Staples, MN 56479

**Duff Erholtz**

Phone: 218-894-5490

Fax: 218-894-3045

E-mail: duff.erholtz@njpacoop.org

5/29/2012



This TCPN Cooperative Purchasing Membership Agreement will allow a Member Agency to purchase commodities and/or services, from any and all TCPN Official Contract Holders, under the same terms, conditions and price as stated in each awarded contract. It is hereby agreed to by TCPN and the Member Agency that:

1. TCPN has followed procurement procedures for products and/or services offered by this Agreement in accordance with TCPNs governing procurement statutes and regulations.
2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
3. TCPN makes their cooperative purchasing contracts available to Member Agencies "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member Agency.
4. The use of each contract by the Member Agency shall adhere to the terms and conditions of the TCPN contract, including the order placement procedures provided by each Official Contract Holder.
5. It is the sole responsibility of the Member Agency to accept delivery of products and/or services, and the Member Agency hereby agrees to make timely payments to each Official Contract Holder for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Member Agency and the Official Contract Holder are to be resolved between the Member Agency and the Official Contract Holder. TCPN will make every effort to facilitate a favorable remedy for both parties.
6. This Agreement incorporates all Agreements, covenants and understandings between TCPN and the Member Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by both parties.
7. This Agreement between TCPN and the Member Agency shall be presided over by TCPN governing law and jurisdiction, and shall become effective immediately and remain in effect unless terminated by either party with thirty (30) days written notice to the other party. Any such notice shall be sent to the address listed below.

I HAVE READ AND AGREE TO THE TCPN COOPERATIVE PURCHASING MEMBERSHIP AGREEMENT TERMS AND CONDITIONS.

## MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

### RECITALS

**WHEREAS**, after a competitive bidding and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.



**U.S. COMMUNITIES™**  
GOVERNMENT PURCHASING ALLIANCE



### MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

#### **RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

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

Department or Organization Applying for Grant:		Franklin County
Grant/Program Title:		Farmers Market Capital Development Grant Program
Grant Beginning Period:		June 2014
Grant Ending Period:		June 30, 2015
Grant Amount:		\$42,159.78
Funding Agency (i.e. State, Federal, Private):		TN Dept of Agricultural Enhancement Program
<b>Funding Agency Contact Information</b>		
Name	Jan Keyser, Marketing Specialist – TAEP, TN Dept of Agriculture	
Address	PO Box 40627, Holeman Bldg., Nashville, TN 37204	
Phone	615-837-5346	
Fax	615-837-5194	
Email	Jan.Keyser@tn.gov	
Funding Percentage or Match (i.e.100% or 75%/25%):		50% - can utilize in-kind services
Funding Type (Revenue Advanced or Reimbursed):		Reimbursed
Ongoing Funding Requirements(Yes/No & Length Required):		Just Maintenance
Indirect Cost Availability (Yes/No):		Not at first glance
Grant Beneficiary:		Franklin County Citizens, Farmers Market & Ag Extension Agency
Purpose of Grant:		Build Farmers Market Pavilion
		Purchase Building Kit 150' x 50' and install with 6" concrete floor
		With utilities <b>(no restroom – use annex facilities)</b>
Person/Dept Responsible for Grant Program Management: John Ferrell, Extension Agent & Hazel Watson, Market Pres.		
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:		
Restrooms		Utilization of the Franklin County Annex
Grant Requirements for Equipment, Ownership & Insurance:		County Supply and Maintain
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.:		County Supply and Maintain
Grant Requirements for Employment or Contracted Services:		Follow local purchasing policies
Will this grant add Value to Franklin County's Fixed Assets? (Yes/No):		Yes
Will this grant add Expense to Franklin County's Insurance Expense? (Yes/No):		Yes
Approving Official Signature:	Richard Stewart	Date:3/6/14



# GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)

<b>Begin Date</b> 06/20/2014	<b>End Date</b> 06/30/2015	<b>Agency Tracking #</b>	<b>Edison ID</b>		
<b>Contractor Legal Entity Name</b> Franklin County Government			<b>Edison Vendor ID</b> 25		
<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor		<b>CFDA #</b>			
<b>Service Caption (one line only)</b> A grant for the Agricultural Growth Initiative under Delegated Authority, Edison ID 36048					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
14	42,159.78				42,159.78
<b>TOTAL:</b>	42,159.78				42,159.78
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> 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.				OCR USE - GG	
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b> 71301000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF AGRICULTURE  
AND  
FRANKLIN COUNTY GOVERNMENT**

This Grant Contract, by and between the State of Tennessee, Department of Agriculture, hereinafter referred to as the "State" and Franklin County Government, hereinafter referred to as the "Grantee," is for the provision of increasing farm income in the State of Tennessee, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 25

**A. SCOPE OF SERVICES:**

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The Grantee shall complete one or more activities under the Tennessee Agricultural Enhancement Program. Activities must serve to address the goal of increasing farm income in Tennessee by encouraging the expansion, improvement, and diversification of agricultural groups and associations, agri-business operations, farms and university programs. These activities may include, but are not limited to: agricultural market promotion, education, identifying and utilizing new marketing opportunities, increasing sales of diversified agricultural products grown in Tennessee, installation of infrastructure and purchase of specialty equipment.
- 
- A.3. The Grantee will complete the activity(s) in accordance with the specifications listed in the Grantee's proposal, which is Attachment A to this contract.
- A.4. 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 or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.
- A.5. In addition to the requirements in D.10. of this contract, relative to Public Notice and related materials, the Grantee shall include reference to the Department of Agriculture's promotional website, [www.picktnproducts.org](http://www.picktnproducts.org) in all printed and audio visual materials produced with these grant funds.
- A.6. Funds for grants are provided by Tennessee Agricultural Enhancement Program. Grantees are required to credit source of funding (The "Tennessee Agricultural Enhancement Program") in all publications, documents, audiovisuals, signs, labels, promotions, and other products and services prepared under this grant agreement. Grantee will inform its membership, customers, and the general public that funding for the activity(s) was provided by the Tennessee Agricultural Enhancement Program.

**B. CONTRACT PERIOD:**

This Grant Contract shall be effective for the period beginning June 20, 2014, and ending on June 30, 2015. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed forty two thousand one hundred fifty nine and seventy eight cents (\$42,159.78). The Grant Budget, attached and incorporated hereto as Attachment B, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. 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 work, 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 Agriculture  
Attn: TN Ag Enhancement Program  
P.O. Box 40627  
Nashville, TN 37204  
[Ag.Growth@tn.gov](mailto:Ag.Growth@tn.gov)

- 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 Agriculture; Market Development Division.
  - (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, and/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-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. ~~Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.~~
- 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 and 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 said 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 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 contract period 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 cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost 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 contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, 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 contract period.
- 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 matter in relation thereto. 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. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
  - a. The Grantee shall complete, sign, and present 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 said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).
  - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said 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. Said termination shall not be deemed a breach of 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 which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, 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 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 be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. ~~The Grantee warrants that no part of the total Grant 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 Form to Report Lobbying," 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 section 1352, title 31, U.S. Code.

- D.8. 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 such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, 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, and the Grantee shall 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 twelve inches (12") in height and eighteen inches (18") 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

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees 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.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this 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 Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 et seq..

- D.14. 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.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- D.18. 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 agreement shall not be construed as a waiver or relinquishment of any such 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 hereto.
- D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties 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.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.23. 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 *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.~~
- D.24. 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**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, these special terms and conditions shall control.
- E.2. 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Jan Keyser  
Tennessee Department of Agriculture  
P.O. Box 40627  
Nashville, TN 37204  
Phone: 615-837-5346  
Fax 615-837-5194  
[jan.keyser@tn.gov](mailto:jan.keyser@tn.gov)  
The Grantee:

Richard Stewart, County Mayor  
855 Dinah Shore Blvd  
Winchester, TN 37398  
Email [Richard.stewart@franklincotn.us](mailto:Richard.stewart@franklincotn.us)  
Telephone # 931-967-2905

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

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of 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.
- E.4. 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.
- E.5. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Grant document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grants between the State and the Grantee.

The Grantee hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security

interest in said equipment. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment purchased with funding through this contract within thirty (30) days of the Grant Contract end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

**IN WITNESS WHEREOF,**

**FRANKLIN COUNTY GOVERNMENT:**

---

**DATE**

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**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF AGRICULTURE:**

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**JULIUS JOHNSON, COMMISSIONER** **DATE**

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# Attachment A

## Farmers Market Capital Development Grant Program

### Tennessee Agricultural Enhancement Program

### APPLICATION - FY2013-2014

Deadline: March 7, 2014

**MAR 07 2014**

APPLICANT INFORMATION	
Farmers Market: Franklin County Farmers Market	
Contact: John W. Ferrell/ Hazel Watson	Title: Extension Agent and Market President
Address: 406 Joyce Lane	County: Franklin
City: Winchester	State: TN                      Zip: 37398
Phone: 931-967-2741                      Cell: 931-434-1697	Fax: 931-962-2536
E-mail: jferrel2@utk.edu	Website:
Physical location of market: 1025 Dinah Shore Blvd	
Ownership of property where farmers market is located: proposed site 855 Dinah Shore BLVD	
PUBLIC ENTITY SUBMITTING GRANT APPLICATION	
Public Entity: Franklin County Government	
Contact: Richard Stewart	Title: County Mayor
Address: 855 Dinah Shore Blvd	County: Franklin
City: Winchester	State: TN                      Zip: 37398
Phone: 931-967-2905	Fax: 931-962-0194
E-mail: Richard.stewart@franklincotn.us	Website:
Federal Tax ID Number: 62-6000595 25	
Type of Organization: <input checked="" type="checkbox"/> Government <input type="checkbox"/> Educational <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit <input type="checkbox"/> Other	
SUMMARY INFORMATION - Based on 2013 Figures	
# Vendors:	44
# Farm Product Vendors:	44
# Vendors of TN Farm Products:	44
Total Annual Vendor Sales:	\$156,000 Est.
Total Annual TN Farm Product Vendor Sales:	\$150,000 Est.
# Farmers Market Employees and Volunteers:	Full-time: 0
	Part-time: 0
	Volunteers: 7
FUNDING REQUEST SUMMARY	
Brief Description of Project:	Permanent covered shed 150' x 50' with lights, water, electricity and a portable hand washing station. The market plans on utilizing current bathrooms located at the Franklin County Annex.
Amount of Funding Requested:	\$42,159.78
Source of 50% Funding Match:	Franklin County Government
<ul style="list-style-type: none"> <li>• I certify that all the information on this application is complete, true, and factual to the best of my knowledge and belief.</li> <li>• I understand that providing any false, fraudulent, or misleading information may result in penalties and/or make this farm/tract ineligible to participate in present and/or future Tennessee Department of Agriculture programs.</li> <li>• I also understand that failure to utilize allocated funds can affect eligibility for future programs.</li> </ul>	
Contact Signature: <i>Hazel Watson</i> <i>John W. Ferrell</i>	Date: 3-6-14

- CONTINUED -

Name of Farmers Market: **Franklin County (Southern Middle Tn. Producers Assoc.)**

1. Describe your market.

- Year established 1992
- Organizational goals: To provide a safe covered Market shed to be utilized by Farmers/Producers to sell direct farm produced products.
- Management overview (Member elected officers and board of directors that oversee the rules and regulations set forth by the farmer/producer membership with Educational support of the Franklin County Extension Service.
- Describe methods by which Tennessee growers will be recruited for the market; newspaper, radio and special event promotion and promotion by the Franklin County Extension Service. The market location has been a major marketing tool due to location.
- Specify how your market is promoted. Farmers market media day 2013, newspaper slots, 2 local radio stations ( WZYX Cowan, WCDT Winchester) annual customer appreciation day

2. Describe the current facilities of your farmers market. Include the following information in your description.

- open air market utilizing land owned by the Franklin County School Board ● 1 ½ acres of parking with through road ● Portable bathroom ● Temporary signage

3. If you have you applied for funding through the TAEF previously, list each grant received in the format sample provided below.

Fiscal Year	Program	Project Description	\$ Allocated/\$ Paid

4. Describe your proposed capital development project(s).

- To purchase a 150' x 50' building kit from Rigid Building global, 6 " concrete floor, electric/water, erect structure and a portable hand washing station. The building design will allow members to sale directly from their vehicles without unloading and let customers shop from inside the covered shed. The market location will be slightly moved closer to the Franklin County Annex and utilize existing bathroom (approximately 100' away) facilities located in the Annex.
- Due to weather our market members lose selling days due to safety concerns for our vendors and customers. By having this covered shed our vendors could count on having safe productive selling days and probably add marketing days to our season.
- cost quote and plans included

5. Outline the steps and time frame for completing your proposed project.

- Secure grant match, purchase building kit, prepare site, planned completion date of no later than fall 2014

**TAEF Farmers Market Capital Development Grant Program - 2014**

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

- Indicate which items will be involved in grant funding
- List source of quote and include written cost estimates from vendor
- **Minimum funding request is \$10,000; maximum funding request is \$100,000**

Item Description	List Source of Cost Quote (attach written cost estimate from vendor)	Cost	Matching Funds	Funding Request
Rigid building kit	Rigid Global Buildings	29,258.00	14,629.00	14,629.00
Concrete pad/floor	PECS	25,085.00	12542.50	12542.50
Erecting kit	Lenard Barbeau	11,250.00	5625.00	5625.00
Hand washing station	Portable sink outlet	1,726.56	863.28	863.28
Electrical construction	TM Elliott	17,000.00	8500.00	8500.00
Building permit	Winchester Government	396.00	0	0
<b>Total cost</b>		<b>84,715.56</b>	<b>42,159.78</b>	<b>42,159.78</b>

**7. Demonstrate 50% cost share match, using the format presented below.**

- Indicate type of match (Franklin County Government 50% match, SMTPA ASSOC. BUILDING PERMIT)
- Certain in-kind expenses may be accepted if they are directly used in the construction or expansion of the market; in-kind expenses must be identified and documented within the application proposal to be considered
- Provide supporting documents and financial commitment letters from other grant organizations, lenders, and suppliers participating in the project

Match Source	Type of Match (federal, state, local, private, or in-kind)	Other Funds	Matching Funds
Franklin County Government	County		42,159.78
SMTPA Market Assoc.	Farmers Market Assoc.	396.00	0
<b>Total Amount:</b>			<b>42,555.78</b>

GRANT BUDGET				
Additional Identification Information As Necessary				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 06/20/2014 END: 06/30/2015				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	42,159.78	42,159.78	84,319.56
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>42,159.78</b>	<b>42,159.78</b>	<b>84,319.56</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
Rigid Building Kit	14,629.00
Concrete pad/floor	12,542.50
Erecting kit	5,625.00
Hand washing station	863.28
Electrical construction	8,500.00
<b>TOTAL</b>	<b>42,159.78</b>

**Franklin County Board of Education**  
**2013 - 2014 Budget Amendment**  
**Self Supporting Grant**  
**5/5/2014**

		Debit	Credit
Instructional Equip	71100-722 FCHS (713)	\$ 1,802.00	
Travel	72210-355 FCHS (713)		\$ 3,002.00
Other Charges	71100-599 FCHS (713)	\$ 1,200.00	
<b>Nextel Grant</b>		<b>\$ 3,002.00</b>	<b>\$ 3,002.00</b>

P/Y Reserve	34555 (102)	\$ 7,496.00	
Contributions & Gifts	44570 (102)	\$ 6,000.00	
Inservice Staff Dev	73300-524 (102)	\$ 1,000.00	
Other Charges	73300-599 (102)		\$ 10,000.00
Other Supplies	73300-499 (102)		\$ 1,000.00
Other Salaries	73300-189 (102)		\$ 3,000.00
Social Security	73300-201 (102)		\$ 186.00
Retirement	73300-204 (102)		\$ 267.00
Medicare	73300-212 (102)		\$ 43.00
<b>Campora Grant</b>		<b>\$ 14,496.00</b>	<b>\$ 14,496.00</b>

**FRANKLIN COUNTY, TENNESSEE**

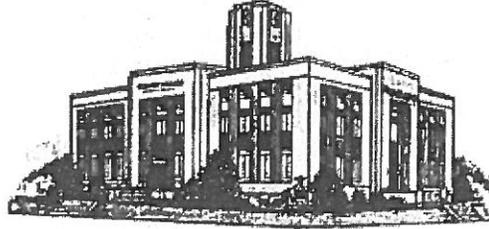
**RICHARD STEWART, COUNTY MAYOR**

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

OFFICE: (931) 967-2905

FAX: (931) 962-0194

*richard.stewart@franklincotn.us*



June 6, 2014

I respectfully request the reappointment of the following candidates for the Audit Committee:

Gene Seaton

Margaret Lynch

Ron Schlagheck

Glen Glasner

Becky Sherman

To serve a 1 year term ending June 2015

A handwritten signature in black ink that reads "Richard Stewart". The signature is written in a cursive style and is located below the text "To serve a 1 year term ending June 2015".

**FRANKLIN COUNTY LIBRARY  
105 SOUTH PORTER  
WINCHESTER, TENNESSEE 37398**

June 4, 2014

To the County Commission of Franklin County, Tennessee:

The Board of Trustees of Franklin County Library respectfully asks the Commission to approve the appointment of the following to the library board for the terms indicated:

Pam Brown 2014 - 2017

Lisa Wilkerson 2014 - 2017

Meg Zimmerman  
Meg Zimmerman, Chairman, Franklin County Library Board

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 JUNE 16, 2014 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. COYLE O. CLARK	2152 ROWE GAP RD WINCHESTER TN 37398	931-580-0514	220 N JEFFERSON ST WINCHESTER TN 37398	9319673877	
2. LYNNE W. CURTIS	252 KNIGHT LANE WINCHESTER TN 37398	931-607-1773	1002 W MAIN ST DECHERD TN 37324	9319621144	
3. BEVERLY GOTTS	149 PRINCE PLACE WINCHESTER TN 37398	931-968-9033	1981 COWAN HWY WINCHESTER TN 37398	9319674513	
4. BRENDA C. GUNN	105 TANYA TERRACE WINCHESTER TN 37398	931-967-0031	220 N JEFFERSON ST WINCHESTER TN 37398	9319673877	
5. CHRISTA PARTIN	466 OLD MILL RD WINCHESTER TN 37398	931-967-3194	466 OLD MILL RD WINCHESTER TN 37398	9313087855	
6. DANITA D. POWELL	106 TURNING LEAF CT SHELBYVILLE TN 37160	931-703-8783	2629 DECHERD BLVD WINCHESTER TN 37398	931-962-2459	
7. ANDREA LYNN SMITH	1715 WATER CURE ROAD WINCHESTER TN 37398	931-967-8618	PO BOX 518 WINCHESTER TN 37398	9319671279	
8. CORINA DAWN WORLEY	24 SHADY GROVE CEMETERY RD FINTVILLE TN 37335	931-993-4569	2629 DECHERD BLVD WINCHESTER TN 37398	931-962-2459	

SIGNATURE

CLERK OF THE COUNTY OF FRANKLIN, TENNESSEE

DATE