



**6) COMMITTEE/DEPARTMENT REPORTS**

- a) Franklin Co Trustee's Interest Earned Analysis & Comparison (Nov 2015)
- b) Local Option Sales Tax Analysis & Comparison (Oct & Nov 2015)
- c) Legislative Committee Minutes (Jan 7, 2016)
- d) Finance Committee Minutes (Jan 5, 2016)
- e) Department Quarterly Reports
  - i. Chancery Court Clerk
  - ii. Circuit Court Clerk
  - iii. County Clerk
  - iv. Planning & Zoning
  - v. Register of Deeds
  - vi. Sheriff's Department
  - vii. Solid Waste Management
  - viii. Veterans Service Office

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

\*\*\*\*\*

**7) OLD BUSINESS: NONE**

**8) NEW BUSINESS/RESOLUTIONS**

- a) Resolution 8a-0116 Amending the General Fund Budgets of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2016

**MOTION BY GOODMAN TO APPROVE RESOLUTION 8a-0116,  
SECOND SNEAD, ALL AYES; APPROVED BY ROLL CALL VOTE. 15/0**

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- b) Resolution 8b-0116 Amending the General Fund Budgets of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2016

**MOTION BY AMACHER TO APPROVE RESOLUTION 8b-0116,  
SECOND RUDDER, ALL AYES; APPROVED BY ROLL CALL VOTE.  
15/0**

\*\*\*\*\*

- c) Resolution 8c-0116 Requesting Support of Legislation SB1134/HB1303 Regarding Local Determination of Broadband and Internet Services

**MOTION BY STAPLETON TO APPROVE RESOLUTION 8c-0116,  
SECOND MASON, ALL AYES; APPROVED BY VOICE VOTE. 15/0**

\*\*\*\*\*

- d) Resolution 8d-0116 To Authorize County Mayor to Submit Application and Enter Agreements With Tennessee Department of Economic and Community Development

**MOTION BY FULLER TO APPROVE RESOLUTION 8d-0116,  
SECOND FINNEY, ALL AYES; APPROVED BY VOICE VOTE. 15/0**

\*\*\*\*\*

- e) Franklin County, Tennessee Policies and Procedures: Administration of Federal Programs Aligned with the Requirements of the New Uniform Grants Guidance for all Federal Funds

**MOTION BY STINES TO APPROVE, SECOND MASON, ALL AYES;  
APPROVED BY VOICE VOTE. 15/0**

\*\*\*\*\*

- f) Cooperative Purchasing Contracts/Agreement - Revised

**MOTION BY FINNEY TO APPROVE, SECOND ELDRIDGE, ALL  
AYES; APPROVED BY VOICE VOTE. 15/0**

\*\*\*\*\*

- g) Comptroller Letters of Debt Approval – School Federal Projects and Solid Waste  
**MOTION BY STINES TO RECEIVE AND FILE, SECOND FINNEY, ALL AYES; APPROVED BY VOICE VOTE. 15/0**  
 \*\*\*\*\*
- h) Board of Education Self Supporting Grants 12/14/2015  
**MOTION BY FULLER TO APPROVE, SECOND SCHULTZ, ALL AYES; APPROVED BY ROLL CALL VOTE. 15/0 BEAN READ DISCLOSURE.**  
 \*\*\*\*\*
- i) Grant Pre-Application – Farmer’s Market Promotion & Retail Grant Program  
**MOTION BY FINNEY TO APPROVE, SECOND FULLER, ALL AYES; APPROVED BY VOICE VOTE. 15/0**  
 \*\*\*\*\*
- j) Grant Pre-Application – Solid Waste, Recycling Equipment Grant Program, used Oil Grant program, and Waste Reduction Grant Program  
**MOTION BY SNEAD TO APPROVE, SECOND GOODMAN, ALL AYES; APPROVED BY VOICE VOTE. 15/0**  
 \*\*\*\*\*
- 9) ELECTIONS/APPOINTMENTS**
- a) Reappointment to Emergency Communication District: Danny Smith, Delinda McDonald and Scott Smith  
**MOTION BY FULLER TO APPROVE, SECOND COFER, ALL AYES; APPROVED BY VOICE VOTE. 15/0**  
 \*\*\*\*\*
- b) Reappointment to Animal Control Board: Patty Custer as Franklin County Representative  
**MOTION BY FINNEY TO APPROVE, SECOND STINES, ALL AYES; APPROVED BY VOICE VOTE. 15/0**  
 \*\*\*\*\*
- c) Appointment to Solid Waste Management Board: Charlie Brown  
**MOTION BY GOODMAN TO APPROVE, SECOND FINNEY, ALL AYES; APPROVED BY VOICE VOTE. 15/0**  
 \*\*\*\*\*
- d) Approval of (14) Applicants for Notary Public  
**MOTION BY STINES TO APPROVE 14 NOTARIES, SECOND FULLER, ALL AYES; APPROVED BY ROLL CALL VOTE. 15/0**  
 \*\*\*\*\*

**DETAIL ATTACHMENTS TO  
 COMMISSION MINUTES  
 ON FOLLOWING PAGES**

# F.C. Planning & Zoning Department

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## NOTICE OF PUBLIC HEARING

In conformity with TCA-13-7-105, a public hearing will be held by the Franklin County Board of Commissioners on January 19, 2016 at 7:00 P.M. at the Franklin County Courthouse to consider the adoption of amendment(s) to the Zoning Map of Franklin County.

### THE FRANKLIN COUNTY REGIONAL PLANNING COMMISSION RECOMMENDS THE FOLLOWING ITEM FOR REZONING:

1. Rezoning from A, Agricultural, to C, Commercial. 17<sup>th</sup> Civil District. Franklin County Property Map No. 22, Parcel 8.01 (Part). Location – Awalt Road (TN State Route 476), Size – approximately 1.25 +/- acres. Applicant – Danny McClure.

The proposed amendment(s) may be reviewed in the Planning and Zoning Department, Courthouse Basement Room 5, Winchester, TN. All persons affected by the proposed amendment(s) are invited to appear in person or be represented by agent or petition for the purpose of expressing themselves in support of or in opposition to the rezoning and zoning text amendment(s).

This 29<sup>th</sup> day of December, 2015.

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

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

# Franklin County Planning & Zoning Department

## Memo

December 30, 2015

To: Franklin County Board of Commissioners

From: Janet Petrunich, Director/Building Commissioner

Re: Rezoning for Danny McClure



### **The Franklin County Regional Planning Commission Recommends The Following Item For Rezoning:**

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

1. Rezoning from A, Agricultural, to C, Commercial. 17th Civil District. Franklin County Property Map No. 22, Parcel 8.01 (Part). Location – Awalt Road (TN State Route 476), Size – approximately 1.25 +/- acres. Applicant – Danny McClure.

Staff Report

Date: November 24, 2015

To: Franklin County Regional Planning Commission

From: Staff

General Information

Applicant: Danny McClure.

Status of Applicant: Property Owner.

Requested Action: Rezoning from A, Agricultural to C, Commercial.

Purpose: To allow an expansion to an existing marine/recreational vehicle storage facility and/or any other Use Permitted in a C, Commercial zoned district.

Existing Zoning: A, Agricultural.

Location: 17<sup>th</sup> Civil District. Parcel 8.01 (Part), Franklin County, TN Property Map No. 22, located on Awalt Road (TN State Route 476).

Size: A portion (1.25 acres), of a 5.60 acre parcel.

Existing Land Use: Residential.

Surrounding Land Use and Zoning:

North - Residential, Agricultural (Row Crops), and A, Agricultural.

South - Commercial (Marine/RV Storage Facility), Residential, Agricultural (Row Crops) and C, Commercial, A, Agricultural.

East - Agricultural (Row Crops) and A, Agricultural.

West - Woods, Agricultural (Row Crops) and A, Agricultural.

Applicable Regulations: Franklin County Zoning Resolution – Article X, Section 3 (Page 80) and Article VIII, Section 1.1(1) (Page 61); and Article XV (Page 117).

Specific Information

Previous Action: A Minor Division of Property was approved on November 10, 2015, creating the 1.25 acre parcel.

Proposed Activity: Marine/recreational vehicle storage facility.

Name of Development: Four Seasons Boat and RV Storage.

- Access:** The subject property does not have road frontage and is to be added to Parcel 9.00, Franklin County, TN Property Map No. 22, which fronts Awalt Road (TN State Route 476) for approximately two-hundred and forty-seven (247) feet. Awalt Road (TN State Route 476) is a State Route with a fifty (50) foot R-O-W and an asphalt surface. There is an existing paved entrance/exit.
- Utilities:** A three (3) inch water line runs along the west side of Awalt Road (TN State Route 476). Public Potable water is provided by Center Grove/Winchester Springs Utility District. Power is available to the site and is provided by Duck River Electric Membership Corporation.
- Fire Protection:** Fire protection service is provided by the North Franklin County Rural Volunteer Fire Department. There are no fire hydrants in the immediate area.
- Other Public Services:** Police protection is provided by the Franklin County Sheriff's Department.
- Drainage/Flood:** Drainage is generalized to the west. There are no apparent low-lying or ponding areas shown on the plat. The site is not in an identified FEMA flood hazard area per Map No. 47051C0040E.
- Site Characteristics:** The property is characterized as a fairly level lot.
- Area Characteristics:** The general area is characterized by agricultural activity with scattered residential activity along the roadway. The immediate area is characterized by commercial and residential activity, dominated by agricultural row crop activity.
- Planning Jurisdiction:** The site is located within the Franklin County Regional Planning Commission's jurisdiction.
- Field Survey:** 11-10-15.
- Other:** The subject parcel is to be joined with Parcel 9.00, Franklin County, TN Property Map No. 22, which was rezoned in 2007 to C, Commercial. A Plot Plan Review to establish a marine storage facility, currently known as Four Seasons Boat & RV Storage, was approved in 2007. Mr. McClure is contemplating constructing one or two additional storage buildings.

### Analysis

Staff recommends the rezoning of a portion of the subject parcel from A, Agricultural to C, Commercial as requested.

1. The proposal is generally in compliance with the intent of the C, Commercial zoning district provisions of the Franklin County Zoning Resolution.

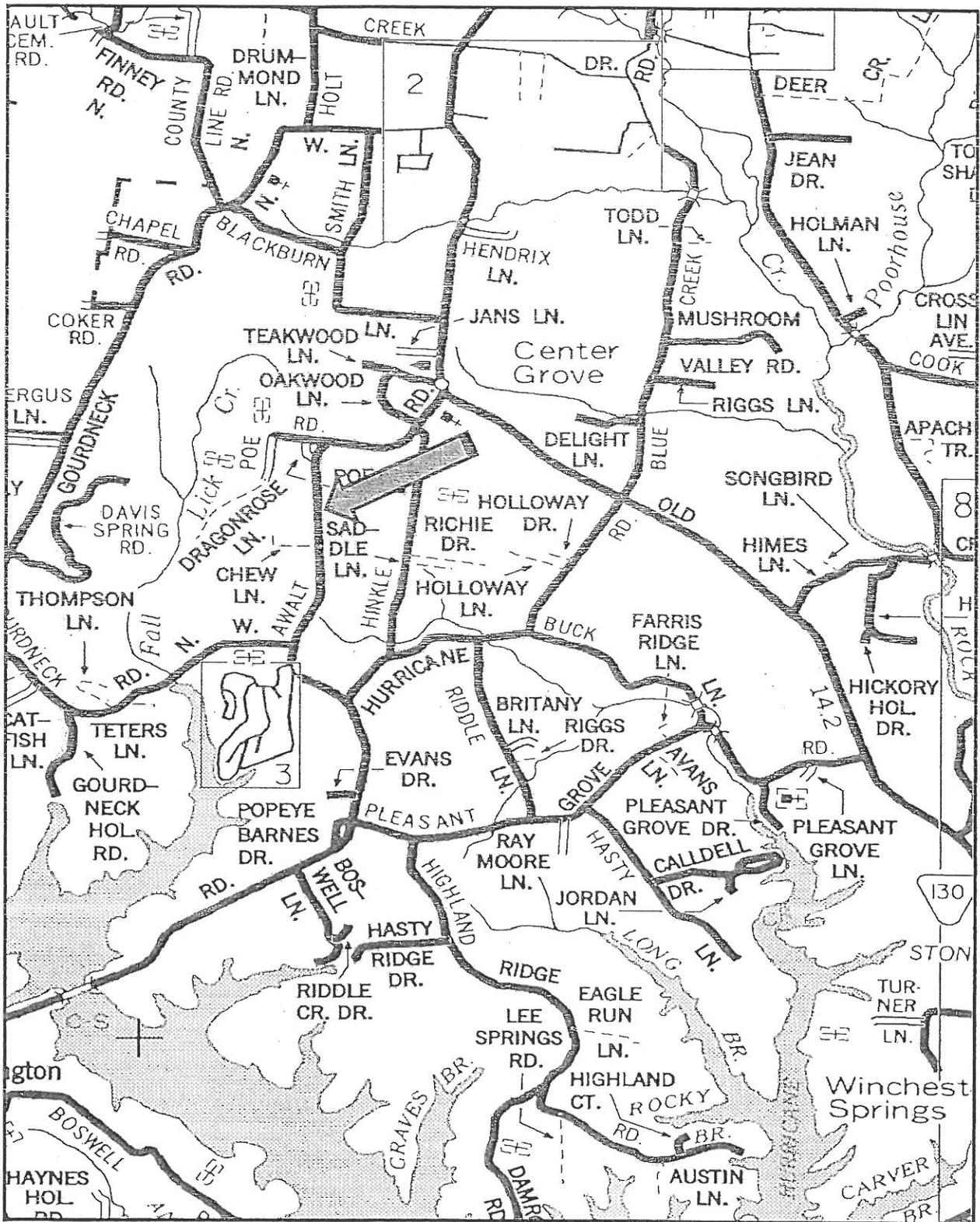
Attachments

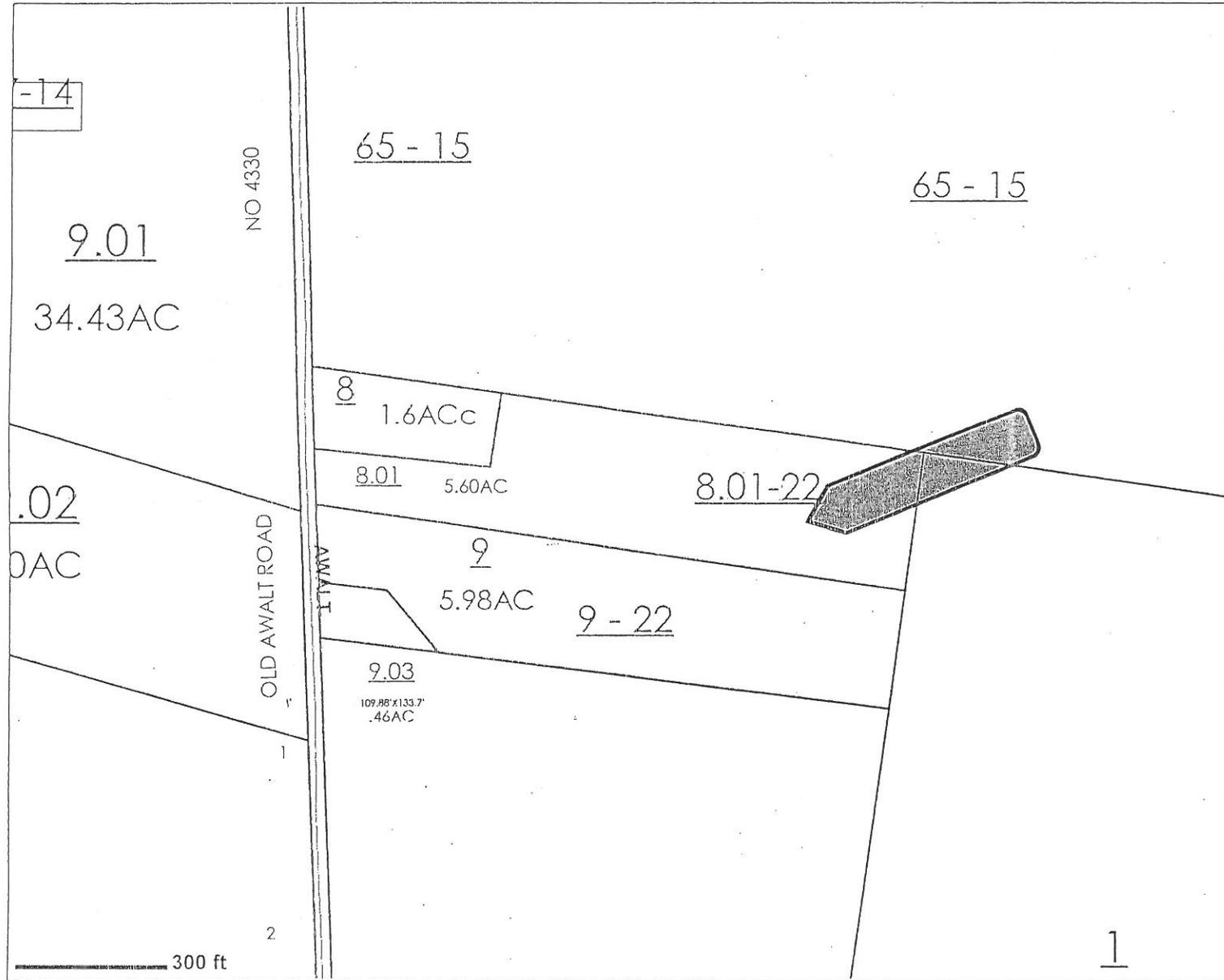
1. General Location Map.
2. Immediate Area Map.
3. Survey.
4. GIS View.

JP/cb

# McClure – General Map

PC – 11/24/2015



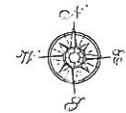


- TEXT
- ROAD\_NAME
- TEXT\_PARCEL
- LEADERLINES
- PARCELS

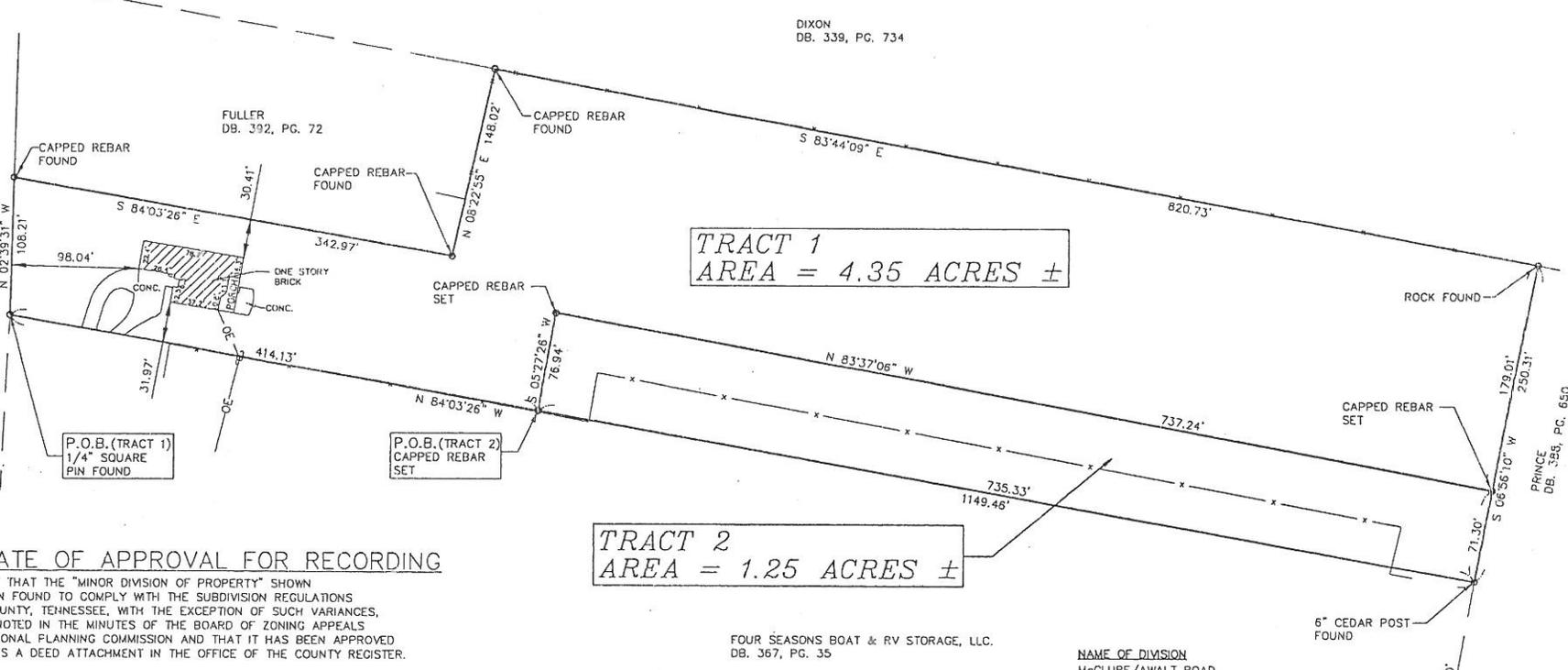


FRANKLIN COUNTY, TENNESSEE

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.



AWALT ROAD (50' R.O.W.)



DIXON  
DB. 339, PG. 734

FULLER  
DB. 392, PG. 72

PRINCE  
DB. 385, PG. 650

**TRACT 1**  
AREA = 4.35 ACRES ±

**TRACT 2**  
AREA = 1.25 ACRES ±

**CERTIFICATE OF APPROVAL FOR RECORDING**

I HEREBY CERTIFY THAT THE "MINOR DIVISION OF PROPERTY" SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR FRANKLIN COUNTY, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE BOARD OF ZONING APPEALS AND/OR THE REGIONAL PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING AS A DEED ATTACHMENT IN THE OFFICE OF THE COUNTY REGISTER.

AUTHORIZED PLANNING STAFF MEMBER \_\_\_\_\_ DATE \_\_\_\_\_

PLANNING COMMISSION SECRETARY \_\_\_\_\_ DATE \_\_\_\_\_

**FLOOD STATEMENT**  
BY SCALED DISTANCES ONLY THIS PROPERTY LIES WITHIN ZONE "X" (AREA OUTSIDE THE 500 YEAR FLOOD PLAIN) AS INDICATED ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 47051C0040E, WHICH BEARS AN EFFECTIVE DATE OF AUGUST 4, 2008.

STATE OF TENNESSEE  
FRANKLIN COUNTY

I, KURT M. JOHNSON, A REGISTERED LAND SURVEYOR IN THE STATE OF TENNESSEE, HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE SURVEY TO THE BEST OF MY KNOWLEDGE, AND THAT IT EXCEEDS THE MINIMUM REQUIREMENTS FOR A CATEGORY "1" SURVEY AND THAT THE UNADJUSTED RATIO OF PRECISION EXCEEDS 1:10,000 AS SHOWN HEREON.

NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR, THEREFORE THIS PROPERTY IS SUBJECT TO ANY STATE OF FACTS, A CURRENT AND ACCURATE TITLE SEARCH WOULD DISCLOSE.

THIS DRAWING IS NOT VALID UNLESS IT BEARS THE ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR RESPONSIBLE FOR ITS PREPARATION

**TOTAL AREA = 5.60 ACRES ±**

FOUR SEASONS BOAT & RV STORAGE, LLC.  
DB. 367, PG. 35

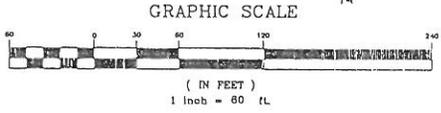
NAME OF DIVISION  
McCLURE/AWALT ROAD

NAME OF OWNER  
DANNY J. McCLURE  
8947 BIG SPRINGS ROAD  
CHRISTIANA, TN 37037

**NOTES:**

- FRANKLIN COUNTY TAX MAP 22, PARCEL: 8.01
- THIS PROPERTY IS ZONED: A, AGRICULTURAL COMMERCIAL
- SET BACK REQUIREMENTS: FRONT = 40 FEET SIDE = 25 FEET REAR = 40 FEET FRONT = 35 FEET SIDE = 40 FEET REAR = 40 FEET
- TRACT 2 IS TO BE ZONED TO COMMERCIAL AND IS NOT A SEPARATE BUILDABLE LOT AND IS TO BE ADDED TO THE FOUR SEASONS BOAT & RV STORAGE, LLC. TRACT DB. 367, PG. 35
- THIS IS A D.R.E.M.C. POWER LINE AND A TRANSMISSION LINE EASEMENT LINE MAY EXIST, HOWEVER NO DEED WAS RECORDED WHICH WOULD PROVIDE AN EASEMENT DESCRIPTION AND NO DOCUMENTATION WAS PROVIDED TO THIS SURVEYOR DESCRIBING THE EASEMENT, THEREFORE NO EASEMENT WAS SHOWN ON THIS SURVEY
- A SOILS EVALUATION HAS NOT BEEN PERFORMED AS PART OF THIS SUBDIVISION, IT IS UNKNOWN WHETHER OR NOT THE PROPERTY BEING SUBDIVIDED HEREON IS SUITABLE FOR SUBSURFACE SEWAGE DISPOSAL SYSTEMS. NO PUBLIC POTABLE WATERLINES ARE SHOWN ON THIS PLAT, THEREFORE IT IS NOT DOCUMENTED WHETHER OR NOT THERE IS ADEQUATE FLOW AND PRESSURE OF PUBLIC POTABLE WATER AVAILABLE TO THE SUBJECT PROPERTY, IF ANY.

CAPPED REBAR FOUND



**JOHNSON AND ASSOCIATES**  
REGISTERED LAND SURVEYORS

816 DAVID CROCKETT HWY.  
WINCHESTER TENNESSEE 37398

TEL (931)987-8889 OFFICE  
(931)987-9185 HOME

CIVIL DISTRICT	SEVENTH	SCALE:	1" = 80'	DATE:	11/05/15
DEED REFERENCE	DANNY J. AND RACHEL McCLURE DB. 357, PG. 398	DRAWN:	MEB	SURVEYED:	11/03/15
ACROSSING		CHECKED:	KWJ	JOB NO.:	15423
		MAPCHECK:	MEB		11/05/15

REZONING AND MINOR DIVISION SURVEY  
CERTIFIED TO  
**DANNY McCLURE**

SHEET  
12

## The Franklin County Regional Planning Commission – November 24, 2015.

The Franklin County Regional Planning Commission met in a regular session on November 24, 2015 at 6:00 PM in the Franklin County Courthouse.

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

The minutes for the October 27, 2015 meeting were approved as written on a motion by Eddie Clark, seconded by David James. All aye.

A.L. Shasteen presented Case No. 16-15; Rezoning; Applicant: Danny McClure. Location – 17<sup>th</sup> Civil District; Parcel 8.01(Part), Franklin County, TN Property Map No. 22, located on Awalt Road (TN State Route 476). Janet Petrunich read the Staff Report with a correction under Utilities (waterline size and location) to be changed to “an eight inch waterline on the east side of Awalt Road”. A.L. Shasteen addressed the audience, describing the procedures and protocol of the meeting. A.L. Shasteen asked for any questions from the board members. Dave Van Buskirk stated that there was a letter from Bill Faulkner, Fire Chief for the North Franklin County Volunteer Fire Department. Janet Petrunich added that there were returned adjoining notices. At the request of the Chairman, a copy of the letter from Bill Faulkner was given to Danny McClure, copies were also given to all board members present at the beginning of the meeting. Jeremy Price questioned as to whether it was a common practice that the fire department request a fire hydrant at the property owner's expense. A.L. Shasteen stated that the Planning Commission has requested it in the past, especially with businesses, but that it was more of a recommendation than a requirement. Eddie Clark questioned as to whether or not there was any rule in the regulations where you could enforce the requirement of a fire hydrant. Dave Van Buskirk offered that there was a fire hydrant required for a proposed sawmill business out on Highway 64 because they needed one out there, and that the sawmill was never established because of it, and that was the only one that he remembered. Steve Dixon stated that he also remembered that case and that it was required during the Plot Plan Review process. He also stated that he felt he should abstain because he owned property adjoining the subject property. Janet Petrunich read the adjoining property owner notices. Dave Van Buskirk asked the applicant how he felt about having to install a fire hydrant. Danny McClure stated that he didn't feel he should have to pay the total cost to install the fire hydrant as it would be a benefit to the whole community. There was a lengthy discussion about fire hydrants. Greg Houston suggested that it might be an insurance benefit, possibly a discounted rate or even tax deductible, if he installed the fire hydrant. Danny McClure stated that he didn't think it would be an advantage due to the buildings being constructed out of metal material with concrete floors. Eddie Clark suggested that in order to enforce the requirement of a fire hydrant it should be in the zoning rules and

regulations. A.L. Shasteen suggested recommending the installation of a fire hydrant, but not actually making it a requirement. Janet Petrunich stated that in the past, recommendations and conditions as such were typically done during the Plot Plan Review process. Dave Van Buskirk made a motion to recommend the rezoning of a portion of the property as requested from A, Agricultural to C, Commercial to the County Commission, based upon the recommendation of the Staff Report. Eddie Clark seconded the motion. All aye, Dixon abstained.

A.L. Shasteen requested nominations for Chairman. Eddie Clark nominated A. L. Shasteen for Chairman with David James seconding the nomination. No other nominations were offered. All Aye.

A.L. Shasteen requested nominations for Vice Chairman. Michael Rudder nominated Dave Van Buskirk for Vice Chairman with Greg Houston seconding the nomination. No other nominations were offered. All aye.

A.L. Shasteen requested nominations for Secretary. Dave Van Buskirk nominated Eddie Clark for Secretary with Michael Rudder seconding this nomination. No other nominations were offered. All aye.

A.L. Shasteen requested nominations for Vice Secretary. Michael Rudder nominated David James for Vice Secretary with Dave Van Buskirk seconding this nomination. No other nominations were offered. All aye.

The 2016 Meeting Schedule was approved on a motion by David James seconded by Michael Rudder. All aye.

No Old Business was discussed.

The meeting adjourned at 6:28PM by Chairman A.L. Shasteen.

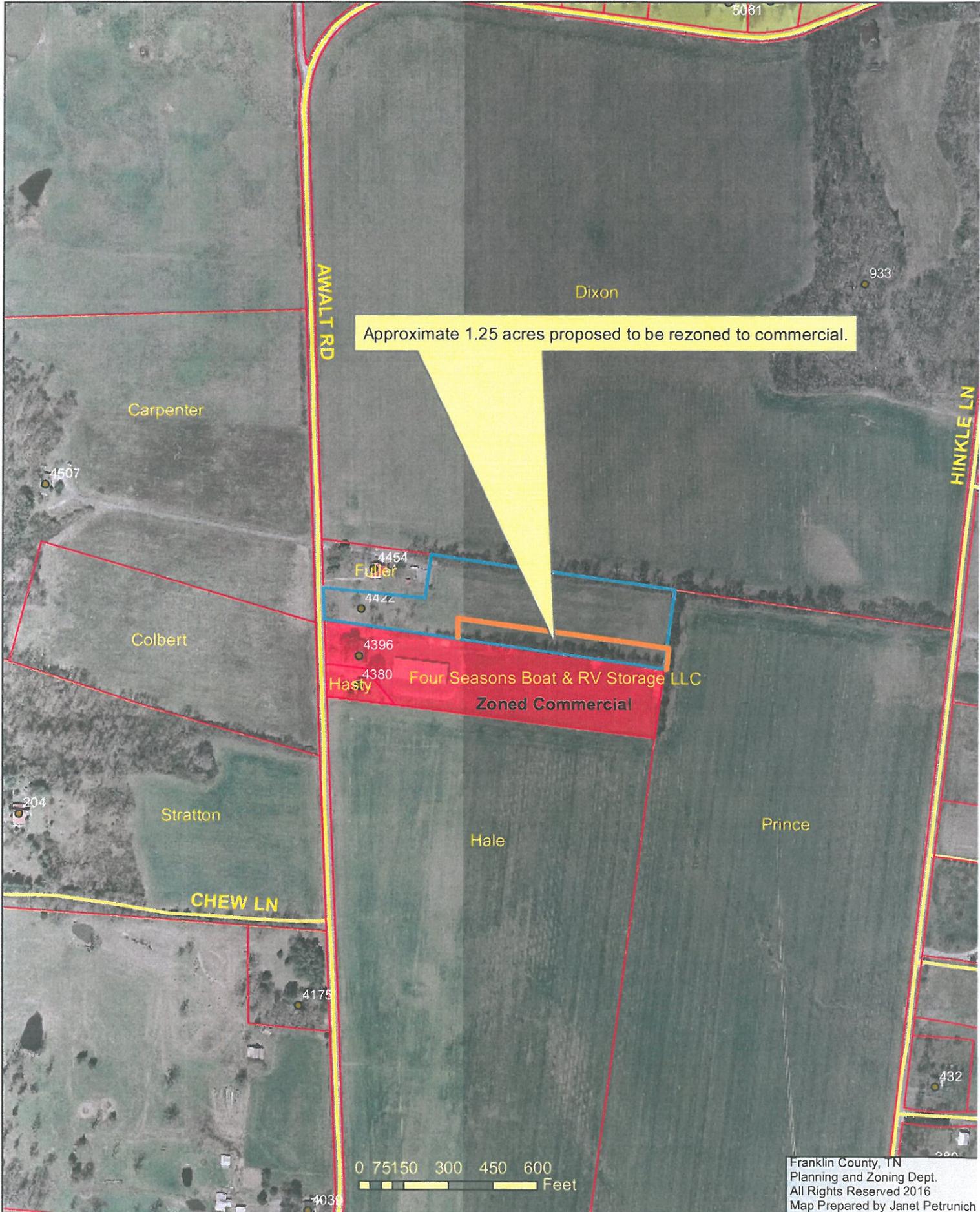
MINUTES REVIEWED AND APPROVED  
\_\_\_\_\_  
DATE

Respectfully submitted,

\_\_\_\_\_  
A. L. Shasteen, Chairman  
Dave Van Buskirk, Vice Chairman

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

**GIS View - Danny McClure  
Map 22, Parcel 8.01 (Part)  
County Commission 1-19-16**



FUND CATEGORY	APPROP FY 15/16	AMENDED FY 15/16	COLLECTED NOV	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
<b>GENERAL FUND (101)</b>						
Local Taxes (40000)	9,334,200		502,232	1,317,811	8,016,389	14.12%
Licenses & Permits (41000)	81,000		11,451	23,016	57,984	28.41%
Fines, Forfeitures & Penalties (42000)	274,275		17,387	67,428	206,847	24.58%
Charges for Current Services (43000)	316,725		22,847	103,857	212,868	32.79%
Other Local Revenue (44000)	104,650	15,428	3,911	86,330	33,748	71.89%
Fees from Officials (45000)	1,914,000		148,197	548,788	1,365,212	28.67%
State of Tennessee (46000)	2,643,970	30,505	110,664	633,837	2,040,638	23.70%
Federal Government (47000)	746,627	464,518	44,725	220,767	990,377	18.23%
Other Governments & Citizens (48000)	323,640	1,300	5,385	16,742	308,198	5.15%
Other Sources (49000)	248,606	10,122	-	-	258,728	0.00%
<b>Total County General</b>	<b>15,987,693</b>	<b>521,873</b>	<b>866,798</b>	<b>3,018,576</b>	<b>13,490,989</b>	<b>18.28%</b>
<b>COURTHOUSE/JAIL MAINT. (112)</b>						
Local Taxes (40000)	153,000		12,189	51,564	101,436	33.70%
<b>Total Courthouse/Jail Maintenance</b>	<b>153,000</b>	<b>-</b>	<b>12,189</b>	<b>51,564</b>	<b>101,436</b>	<b>33.70%</b>
<b>LIBRARY (115)</b>						
Local Taxes (40000)	297,907		16,065	39,607	258,300	13.30%
Licenses & Permits (41000)	1,500		397	795	705	53.03%
Charges for Current Services (43000)	17,250		4,430	7,179	10,071	41.62%
Other Local Revenue (44000)	3,050		560	1,255	1,795	41.14%
State of Tennessee (46000)	-		-	-	-	-
Federal Government (47000)	2,000		-	-	2,000	0.00%
Other Governments & Citizens (48000)	31,250		7,265	12,365	18,885	39.57%
Other Sources (49000)	-		-	-	-	-
<b>Total Library</b>	<b>352,957</b>	<b>-</b>	<b>28,718</b>	<b>61,201</b>	<b>291,756</b>	<b>17.34%</b>
<b>SOLID WASTE (116)</b>						
Local Taxes (40000)	1,553,654		86,254	206,463	1,347,192	13.29%
Licenses & Permits (41000)	7,050		3,087	6,187	864	87.75%
Charges for Current Services (43000)	45,000		3,196	20,951	24,049	46.56%
Other Local Revenue (44000)	231,800		14,410	88,702	143,098	38.27%
State of Tennessee (46000)	16,000		6,545	14,022	1,978	87.64%
Federal Government (47000)	-		-	-	-	-
Other Sources (49000)	150,000		-	150,000	-	100.00%
<b>Total Solid Waste</b>	<b>2,003,504</b>	<b>-</b>	<b>113,494</b>	<b>486,324</b>	<b>1,517,180</b>	<b>24.27%</b>
<b>Local Purpose (Rural Fire 120)</b>						
Local Taxes (40000)	572,865		44,596	162,699	410,166	28.40%
Licenses & Permits (41000)	23,400		2,890	19,683	3,717	84.12%
Other Local Revenues (44000)	-		-	-	-	-
Other Governments & Citizens (48000)	-		-	-	-	-
<b>Total Local Purpose</b>	<b>596,265</b>	<b>-</b>	<b>47,486</b>	<b>182,382</b>	<b>413,883</b>	<b>30.59%</b>
<b>Drug Control Fund (122)</b>						
Fines, Forfeitures & Penalties (42000)	52,700		11,892	21,073	31,627	39.99%
Other General Service Charges (43000)	50		-	-	50	0.00%
Other Local Revenue (44000)	10,300		-	67	10,233	0.65%
State of Tennessee (46000)	-		-	-	-	-
Federal Revenue (47000)	40,000		(13,410)	-	40,000	0.00%
Other Governments & Citizens (48000)	50		-	-	50	0.00%
<b>Total Drug Control</b>	<b>103,100</b>	<b>-</b>	<b>(1,518)</b>	<b>21,140</b>	<b>81,960</b>	<b>20.50%</b>

FUND CATEGORY	APPROP FY 15/16	AMENDED FY 15/16	COLLECTED NOV	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
<b>HIGHWAY (131)</b>						
Local Taxes (40000)	636,371		32,255	102,853	533,517	16.16%
Licenses & Permits (41000)	2,900		797	1,598	1,302	55.09%
Charges for Current Services (43000)	4,000		-	-	4,000	0.00%
Other Local Revenue (44000)	17,400		702	3,873	13,527	22.26%
State of Tennessee (46000)	2,538,022		170,902	879,060	1,658,962	34.64%
Federal Government (47000)	-		-	-	-	
Other Sources (49000)	20,000		-	-	20,000	0.00%
<b>Total Highway</b>	<b>3,218,693</b>	<b>-</b>	<b>204,656</b>	<b>987,384</b>	<b>2,231,309</b>	<b>30.68%</b>
<b>School General Fund (141)</b>						
Local Taxes (40000)	13,774,839		898,893	2,824,014	10,950,825	20.50%
Licenses & Permits (41000)	46,800		13,655	27,881	18,919	59.57%
Charges for Current Services (43000)	264,397		12,480	91,213	173,184	34.50%
Other Local Revenue (44000)	262,456	30,432	7,746	41,373	251,515	14.13%
State of Tennessee (46000)	28,016,968	7,002	2,640,741	10,713,774	17,310,196	38.23%
Federal Government (47000)	136,397	125,000	4,083	60,987	200,410	23.33%
Other Government & Citizens (48000)	-		-	-	-	
Other Sources (49000)	100,000		-	-	100,000	0.00%
<b>Total School General Fund</b>	<b>42,601,857</b>	<b>162,434</b>	<b>3,577,598</b>	<b>13,759,242</b>	<b>29,005,049</b>	<b>32.17%</b>
<b>Federal Projects Fund (142)</b>						
Other Local Revenue (44000)	-		-	-	-	
Federal Government (47000)	3,297,853	-	342,532	962,357	2,335,496	29.18%
Other Sources (49000)	100,000	-	-	100,000	-	100.00%
<b>Total School Federal Projects Fund</b>	<b>3,397,853</b>	<b>-</b>	<b>342,532</b>	<b>1,062,357</b>	<b>2,335,496</b>	<b>31.27%</b>
<b>Centralized Cafeteria Fund (143)</b>						
Charges for Current Services (43000)	1,079,845		101,807	343,999	735,846	31.86%
Other Local Revenue (44000)	5,500		4,857	7,520	(2,020)	136.74%
State of Tennessee (46000)	32,754		-	-	32,754	0.00%
Federal Government (47000)	2,177,890		472,088	651,910	1,525,981	29.93%
Other Sources (48000)	-		-	-	-	
<b>Total Centralized Cafeteria</b>	<b>3,295,989</b>	<b>-</b>	<b>578,751</b>	<b>1,003,429</b>	<b>2,292,560</b>	<b>30.44%</b>
<b>General Debt Service (151)</b>						
Local Taxes (40000)	1,995,509		111,160	278,785	1,716,724	13.97%
Licenses & Permits (41000)	6,000		2,626	5,262	738	87.70%
Other Local Revenue (44000)	-		-	-	-	
Other Sources (49000)	150,000		-	-	150,000	0.00%
<b>Total General Debt Service</b>	<b>2,151,509</b>	<b>-</b>	<b>113,786</b>	<b>284,047</b>	<b>1,867,462</b>	<b>13.20%</b>
<b>Education Debt Service (156)</b>						
Local Taxes (40000)	2,737,136		722,099	1,429,588	1,307,548	52.23%
Licenses & Permits (41000)	7,700		1,360	2,726	4,974	35.40%
Other Governments (48000)	-		-	-	-	
Other Sources (49000)	-		-	-	-	
<b>Total Education Debt Service</b>	<b>2,744,836</b>	<b>-</b>	<b>723,460</b>	<b>1,432,314</b>	<b>1,312,522</b>	<b>52.18%</b>
<b>Highway Capital Projects Fund (176)</b>						
Other Local Revenue (44000)	117		56	386	(269)	330.90%
Other Sources (49000)	-		-	-	-	
<b>Total Highway Capital Projects</b>	<b>117</b>	<b>-</b>	<b>56</b>	<b>386</b>	<b>(269)</b>	<b>330.90%</b>

FUND CATEGORY	APPROP FY 15/16	AMENDED FY 15/16	EXPENDED NOV	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
<b>GENERAL FUND (101)</b>							
County Commission (51100)	312,480	4,790	28,570	110,598	24,532	182,139	34.86%
Beer Board (51220)	1,300		-	-	400	900	0.00%
County Mayor (51300)	157,332		10,465	60,904	2,264	94,165	38.71%
County Attorney (51400)	10,225		800	4,800	4,800	625	46.94%
Election Commission (51500)	231,886		14,146	76,610	15,438	139,838	33.04%
Register of Deeds (51600)	324,551		21,725	119,346	20,800	184,404	36.77%
Planning & Zoning (51720)	152,451		10,364	56,073	3,607	92,771	36.78%
County Buildings (51800)	1,565,364	28,100	81,268	350,829	279,223	963,412	22.02%
Other General Admin - IT (51900)	38,900		351	12,226	9,210	17,464	31.43%
Property Assessor (52300)	551,060		39,651	163,212	65,137	322,711	29.62%
County Trustee (52400)	312,683		21,860	125,593	13,375	173,716	40.17%
County Clerk (52500)	560,435		39,795	231,109	8,481	320,845	41.24%
Finance Dept. (52900)	656,583		46,082	263,877	17,372	375,335	40.19%
Circuit Court (53100)	926,479		67,641	360,420	20,474	545,585	38.90%
General Sessions (53300)	301,516		23,290	119,109	1,168	181,239	39.50%
Drug Court (53330)	60,002		4,917	24,589	-	35,414	40.98%
Chancery Court (53400)	287,716		17,779	133,966	9,709	144,042	46.56%
Juvenile Court (53500)	129,472		9,493	48,750	38	80,684	37.65%
Judicial Commissioners (53700)	130,083		11,971	52,194	-	77,888	40.12%
Other Admin of Justice (53900)	18,000		-	12,600	3,400	2,000	70.00%
Probation Service (53910)	120,736		8,794	45,553	40	75,144	37.73%
Sheriff's Dept. (54110)	3,575,423	1,443	339,582	1,366,217	121,885	2,088,763	38.20%
Admin. Of Sexual Offender (54160)	22,012		1,025	3,761	1,000	17,251	17.09%
Jail (54210)	1,777,287		153,461	667,708	106,626	1,002,954	37.57%
Reentry Program (54230) <b>Grants</b>	163,748	218	26,765	132,409	20,709	10,848	80.75%
Juvenile Service (54240)	22,250		673	18,908	4,717	(1,375)	84.98%
Civil Defense (54410)	163,348	(10,875)	11,155	59,802	8,365	84,306	39.22%
Rescue Squad (54420)	30,000	18,392	4,638	5,542	1,635	41,215	11.45%
Consolidated Communications(54490)	869,433		58,620	293,968	60,206	515,260	33.81%
County Coroner (54610)	28,700	4,000	3,800	15,500	19,100	(1,900)	47.40%
Other Public Safety (54710) <b>Grants</b>	68,208		(3,573)	4,612	-	63,596	6.76%
Other Public Safety (54900)	-	28,919	-	-	-	28,919	0.00%
Local Health Center (55110)	34,756	500	1,249	10,278	5,222	19,756	29.15%
Rabies & Animal Ctrl. (55120)	260,434		12,123	89,747	37,592	133,095	34.46%
Other Local Health Serv (55190) <b>Grant</b>	161,738		10,546	51,706	7,308	102,724	31.97%
Appropriation to State (55390)	30,646		-	-	30,646	-	0.00%
General Welfare Assist.(55510)	17,775		-	-	17,775	-	0.00%
Litter Control (55731) (% <b>Grant</b> )	101,828		5,758	28,880	13,369	59,578	28.36%
Other Public Health & Welfare (55900) <b>Grant</b>	44,706		1,793	5,000	943	38,764	11.18%
Senior Citizens Assistance (56300)	126,950		9,659	21,537	94,188	11,225	16.97%
Parks & Fair Board (56700)	53,728		3,031	24,721	4,714	24,293	46.01%
Agriculture Extension Serv.(57100)	104,818		1,196	22,347	302	82,169	21.32%
Soil Conservation (57500)	75,060		5,801	27,753	-	47,307	36.97%
Industrial Development (58120)	122,206		7,784	23,310	6,653	92,243	0.00%
Other Econ & Comm. Dev. (58190)	397,156	450,000	53,578	73,578	73,578	700,000	8.69%
Veteran's Services (58300)	36,791		3,651	14,008	988	21,795	38.07%
Other Charges (58400)	788,811	10,458	21,728	421,732	1,674	375,863	52.76%
Capital Projects (90000)	896,443		106,219	293,634	140,013	462,796	32.76%
Operating Transfer (99110)	165,000		-	150,000	-	15,000	90.91%
<b>Total County General</b>	<b>16,988,511</b>	<b>535,945</b>	<b>1,299,223</b>	<b>6,199,019</b>	<b>1,278,675</b>	<b>10,046,763</b>	<b>35.37%</b>
<b>COURTHOUSE/JAIL MAINT. (112)</b>							
Other Charges (58400)	1,600		122	646	-	954	0.00%
Transfers Out (99100)	150,000		-	-	-	150,000	0.00%
<b>Total Courthouse/Jail Maintenance</b>	<b>151,600</b>	<b>-</b>	<b>122</b>	<b>646</b>	<b>-</b>	<b>150,954</b>	<b>0.43%</b>

FUND CATEGORY	APPROP FY 15/16	AMENDED FY 15/16	EXPENDED NOV	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
<b>LIBRARY (115)</b>							
Libraries (56500)	310,147		21,189	96,111	27,076	186,960	30.99%
Other Charges (58400)	36,870		2,267	17,306	150	19,414	46.94%
Capital Outlay	-		-	-	-	-	
Operating Transfer (99110)	3,000		-	-	-	3,000	0.00%
<b>Total Library</b>	<b>350,017</b>	<b>-</b>	<b>23,456</b>	<b>113,417</b>	<b>27,226</b>	<b>209,374</b>	<b>32.40%</b>
<b>SOLID WASTE (116)</b>							
Sanitation Educ./Info. (55720)	1,800		-	250	-	1,550	13.89%
Convenience Centers (55732)	247,357		15,840	88,967	3,693	154,697	35.97%
Transfer Station (55733)	1,342,078		93,186	420,150	228,845	693,083	31.31%
Postclosure Care Costs (55770)	12,000		-	-	8,406	3,594	0.00%
Other Charges (58400)	88,750		2,550	65,951	469	22,329	74.31%
Operating Transfers (99100)	193,803		-	-	-	193,803	0.00%
<b>Total Solid Waste</b>	<b>1,885,788</b>	<b>-</b>	<b>111,576</b>	<b>575,319</b>	<b>241,413</b>	<b>1,069,057</b>	<b>30.51%</b>
<b>Local Purpose (Rural Fire 120)</b>							
Fire Prenservation & Control (54310)	536,100	-	679	47,873	410,075	78,152	8.93%
Other Charges (58400)	-	10,122	-	-	-	10,122	0.00%
<b>Total Local Purpose</b>	<b>536,100</b>	<b>10,122</b>	<b>679</b>	<b>47,873</b>	<b>410,075</b>	<b>88,274</b>	<b>8.76%</b>
<b>Drug Control Fund (122)</b>							
Drug Enforcement (54150)	102,750		292	12,467	16,684	73,599	12.13%
Other Charges (58400)	700		119	215	-	485	30.72%
<b>Total Drug Control</b>	<b>103,450</b>	<b>-</b>	<b>411</b>	<b>12,682</b>	<b>16,684</b>	<b>74,084</b>	<b>12.26%</b>
<b>HIGHWAY (131)</b>							
Administration (61000)	337,588	4,000	26,908	135,607	6,536	199,445	39.70%
Highway Maintenance (62000)	849,621		54,231	318,359	10,262	521,000	37.47%
Operations & Maintenance (63100)	330,184		14,565	78,010	88,833	163,340	23.63%
Quarry Operations (63400)	347,652		31,298	100,404	32,263	214,985	28.88%
Other Charges (65000)	220,940		5,721	118,690	3,905	98,344	53.72%
Capital Outlay (68000)	1,343,000	138,475	2,392	147,668	18,495	1,315,312	9.97%
Highways & Streets (82120)	13,068		-	-	-	13,068	0.00%
Highways & Streets (82220)	6,055		-	-	-	6,055	0.00%
Transfers Out (99100)	51,803		-	-	-	51,803	0.00%
<b>Total Highway</b>	<b>3,499,910</b>	<b>142,475</b>	<b>135,116</b>	<b>898,738</b>	<b>160,295</b>	<b>2,583,353</b>	<b>24.67%</b>
<b>School General Fund (141)</b>							
<b>Instruction</b>							
Regular Instruction (71100)	20,010,478	109,704	1,677,422	5,219,181	282,586	14,618,415	25.94%
Alternative School (71150)	99,107	57,859	13,191	28,478	1,702	126,785	18.14%
Special Education Program (71200)	3,954,551		334,525	975,336	149,087	2,830,127	24.66%
Vocational Education Program (71300)	1,227,269		108,552	320,423	8,367	898,479	26.11%
Student Body Education Prog (71400)	150,954		25,596	51,684	46,767	52,503	34.24%
<b>Support</b>							
Attendance (72110)	183,597		14,508	54,636	-	128,961	29.76%
Health Services (72120)	530,306		42,681	149,625	2,175	378,506	28.21%
Other Support Services (72130)	1,278,147	54,348	127,508	339,835	19,885	972,775	25.50%
Regular Instruction (72210)	1,065,568	84,949	96,653	344,271	1,162	805,084	29.92%
Special Educ Program (72220)	306,764		25,206	110,649	12,007	184,109	36.07%
Vocational Educ Prog (72230)	67,184		3,991	21,176	1,831	44,177	31.52%
Board of Education (72310)	1,115,837	21,296	27,164	720,051	58,860	358,222	63.32%
Director of Schools (72320)	639,459	(32,437)	25,486	146,330	20,586	440,105	24.11%
Office of Principals (72410)	2,325,740	(26,873)	187,033	610,293	-	1,688,574	26.55%
Human Resources (72520)	113,971		8,558	41,552	4,277	68,142	36.46%
Operation of Plant (72610)	3,663,428	84	210,920	1,369,927	108,761	2,184,824	37.39%
Maintenance of Plant (72620)	1,366,021		81,120	414,981	296,016	655,024	30.38%

FUND CATEGORY	APPROP FY 15/16	AMENDED FY 15/16	EXPENDED NOV	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
Transportation (72710)	2,397,202		197,734	718,034	1,048,706	630,462	29.95%
Central & Other (72810)	717,045	(45,846)	51,858	279,268	13,908	378,023	41.61%
<b>Non-Instructional</b>							
Community Services (73300)	608,230	114,144	33,712	240,377	64,401	417,596	33.28%
Early Childhood Education (73400)	1,353,676	20,556	112,438	346,876	5,689	1,021,667	25.24%
<b>Capital Outlay &amp; Debt Service</b>							
Capital Outlay (76100)	100,000		4,598	61,941	5,904	32,155	61.94%
Principal Debt Service (82130)	151,203		5,952	85,629	-	65,575	56.63%
Interest Debt Service (82230)	14,834		-	7,813	-	7,021	52.67%
Transfers Out (99100)	101,848	3,509	-	100,000	-	5,357	94.92%
<b>Total School General Fund</b>	<b>43,542,419</b>	<b>361,292</b>	<b>3,416,405</b>	<b>12,758,366</b>	<b>2,152,678</b>	<b>28,992,667</b>	<b>29.06%</b>
<b>School Federal Projects Fund (142)</b>							
Regular Instruction (71100)	1,255,191		165,485	401,275	27,836	826,081	31.97%
Special Education Program (71200)	783,993	100	57,207	208,780	56,575	518,738	26.63%
Vocational Education Program (71300)	60,189		10,150	48,700	2,636	8,853	80.91%
Health Services (72120)	211,062		17,930	54,471	-	156,591	25.81%
Other Support Services (72130)	107,408		5,769	34,495	1,348	71,566	32.12%
Regular Instruction (72210)	392,119		21,788	87,901	4,085	300,132	22.42%
Special Educ Program (72220)	273,440	(100)	21,373	78,274	4,496	190,569	28.64%
Vocational Educ Prog (72230)	4,326		390	368	-	3,958	8.50%
Transportation (72710)	210,125		16,325	48,551	-	161,573	23.11%
Transfers Out (99100)	100,000		-	-	-	100,000	0.00%
<b>Total Federal Projects Fund</b>	<b>3,397,853</b>	<b>-</b>	<b>316,416</b>	<b>962,815</b>	<b>96,977</b>	<b>2,338,062</b>	<b>28.34%</b>
<b>Centralized Cafeteria Fund (143)</b>							
Food Service (73100)	3,555,363	200,000	231,238	857,467	1,939,702	958,194	22.83%
<b>Total Centralized Cafeteria</b>	<b>3,555,363</b>	<b>200,000</b>	<b>231,238</b>	<b>857,467</b>	<b>1,939,702</b>	<b>958,194</b>	<b>22.83%</b>
<b>General Debt Service (151)</b>							
General Government Debt Service	1,784,431		19,820	171,124	-	1,613,307	9.59%
<b>Total General Debt Service</b>	<b>1,784,431</b>	<b>-</b>	<b>19,820</b>	<b>171,124</b>	<b>-</b>	<b>1,613,307</b>	<b>9.59%</b>
<b>Education Debt Service (156)</b>							
Educ Government Debt Service	3,189,611		57,361	221,389	500	2,967,722	6.94%
<b>Total Education Debt Service</b>	<b>3,189,611</b>	<b>-</b>	<b>57,361</b>	<b>221,389</b>	<b>500</b>	<b>2,967,722</b>	<b>6.94%</b>
<b>Highway Capital Projects Fund (176)</b>							
Other Charges (58400)	16		1	4	-	12	24.25%
Highway & Street Capital Proj (91200)	1,927,755		13,832	399,800	51,170	1,476,786	20.74%
<b>Total Highway Capital Projects</b>	<b>1,927,771</b>	<b>-</b>	<b>13,832</b>	<b>399,803</b>	<b>51,170</b>	<b>1,476,798</b>	<b>20.74%</b>

The Quarterly Financial Reports for all Funds  
Can't be Complete for the County Commission Meeting. Our  
close of the Financial Books has taken place after the  
Board of Education, Highway Commission, Legislative  
Committee, Finance Committee deadline for submittal to  
this County Commission meeting.

Andrea L. Smith, Finance Director

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

November, 2015

### Current Amt Invested in the Following:

CD	\$ 7,500,000	Interest Bearing Check/Savings	\$ 11,007,360	Mutual Funds	\$ -
<b>Gross Interest Earned for the Month of Nov</b>				\$	4,607.99

Fund Number	Fund Title	Gross Collections	Trustee Fee Admin Fee 2%	Net Fund Collections
116	Solid Waste	\$ 4,607.99	\$ (92.16)	\$ 4,515.83
141	General Schools	\$ -	\$ -	\$ -
156	Educ Debt Service	\$ -	\$ -	\$ -
101	County General	\$ -	\$ -	\$ -
<b>Total</b>		\$ 4,607.99	\$ (92.16)	\$ 4,515.83

### Interest Revenue Monthly Fiscal Comparison

	Solid Waste	Schools	Educ Debt	Co Gen
Nov-14	\$ 4,705.49	\$ -	\$ -	\$ -
Nov-15	\$ 4,607.99	\$ -	\$ -	\$ -
Over/Under	\$ (97.50)	\$ -	\$ -	\$ -

### Interest Year to Date Revenue Fiscal Comparison

	Solid Waste	Schools	Educ Debt	Co Gen
2014/15	\$ 28,089.97	\$ -	\$ -	\$ -
2015/16	\$ 25,126.63	\$ -	\$ -	\$ -
Over/Uner	\$ (2,963.34)	\$ -	\$ -	\$ -

### Fiscal Year 2015/16 Appropriations 44110 Interest Earned

	Appropriation	Collected	% Collected	Balace to Collect
116 Solid Waste (up to \$220,000)	\$ 66,000.00	\$ 25,126.63	38.07%	\$ 40,873
156 Education Debt Service (next \$50K)	\$ -	\$ -	0.00%	\$ -
151 General Debt Service (next \$)	\$ -	\$ -	0.00%	\$ -

## Local Option Sales Tax Analysis & Comparison

October 2015 (Received in November)

County/City	Gross Franklin County Collections	State Admin Fee 1.125%	Net Franklin County Collections	County Revenue (Co 100%) (City 50%)	Cities Revenue is Less 1% Trustee Admin
Franklin County	122,742.60	(1,380.85)	121,361.75	121,361.75	-
Winchester	366,821.57	(4,126.74)	362,694.83	362,694.83	359,067.88
Cowan	18,396.17	(206.96)	18,189.21	18,189.21	18,007.32
Decherd	181,017.92	(2,036.45)	178,981.47	178,981.47	177,191.65
Estill Springs	25,310.15	(284.74)	25,025.41	25,025.41	24,775.16
Huntland	10,611.26	(119.38)	10,491.88	10,491.88	10,386.96
Tullahoma	2,668.39	(30.02)	2,638.37	2,638.37	2,611.99
<b>Total</b>	<b>727,568.06</b>	<b>(8,185.14)</b>	<b>719,382.92</b>	<b>719,921.99</b>	<b>592,040.96</b>

### Local Option Sales Tax Monthly Revenue Fiscal Comparison

Oct-14	415,651	*Note Franklin County received an additional
Oct-15	719,922	\$539.07
Over/Under	304,271	

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

2014/15	1,709,840
2015/16	2,011,935
Over/Uner	302,095

### 2015/16 Sales Tax Appropriations

	Appropriation	Collected	% Collected	Balance to Collect
141 General Schools	3,930,600	1,469,726	37.39%	2,460,874
156 Education Debt Service	1,064,000	243,198.71	22.86%	820,801

Fund 156 receives overages of collections from Fund 141

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

## Local Option Sales Tax Analysis & Comparison

November 2015 (Received in December)

County/City	Gross Franklin County Collections	State Admin Fee 1.125%	Net Franklin County Collections	County Revenue (Co 100%) (City 50%)	Cities Revenue is Less 1% Trustee Admin
Franklin County	114,621.70	(1,289.49)	113,332.21	113,332.21	-
Winchester	374,541.93	(4,213.60)	370,328.33	185,164.17	183,312.52
Cowan	17,374.26	(195.46)	17,178.80	8,589.40	8,503.51
Decherd	167,053.99	(1,879.36)	165,174.63	82,587.32	81,761.44
Estill Springs	22,667.85	(255.01)	22,412.84	11,206.42	11,094.35
Huntland	8,966.17	(100.87)	8,865.30	4,432.65	4,388.32
Tullahoma	2,647.37	(29.78)	2,617.59	1,308.79	1,295.71
<b>Total</b>	<b>707,873.27</b>	<b>(7,963.57)</b>	<b>699,909.70</b>	<b>407,160.02</b>	<b>290,355.86</b>

### Local Option Sales Tax Monthly Revenue Fiscal Comparison

Nov-14	429,204	
Nov-15	407,160	*Note Franklin County received an additional \$539.07
Over/Under	(22,044)	

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

2014/15	2,139,045
2015/16	2,419,095
Over/Uner	280,051

### 2015/16 Sales Tax Appropriations

	Appropriation	Collected	% Collected	Balance to Collect
141 General Schools	3,930,600	1,820,220	46.31%	2,110,380
156 Education Debt Service	1,064,000	299,864.82	28.18%	764,135

Fund 156 receives overages of collections from Fund 141

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

Franklin County Board of Commissioners  
**Legislative Committee**  
Minutes of January 7, 2016

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

**MEMBERS PRESENT:** Chairman Johnny Hughes, Eddie Clark, Stanley Bean, Chuck Stines, Dave Van Buskirk

**OTHERS PRESENT:** Secretary Mary Sons, Finance Director Andrea Smith, Phillip Lorenze with Herald Chronicle, Michael Huffer with F.C. Buzz

1. *Motion by Van Buskirk to approve minutes of November 19, 2015 second Bean; all ayes.*
2. Resolution Amending the General Fund Budgets of FC (Community Reentry) *Motion by Clark to approve, second Van Buskirk; all ayes.*
3. Resolution to Authorize County Mayor to Submit Application and Enter Agreements With Tennessee Department of Economic and Community Development (Small Cities Community Development Block Grant Program) *Motion by Clark to approve, second Bean; all ayes.*
4. *Motion by Van Buskirk to approve all 14 Notary Public applications, second Bean; all ayes.*
5. Resolution presented as a handout: Requesting Support of Legislation SB1134/HB1303, Regarding Local Determination of Broadband and Internet Services. *Motion by Stines to approve and send to full commission, second Clark; all ayes.*
6. *Motion by Clark to adjourn at 6:09 pm, second Stines; all ayes.*

Respectfully Submitted,

Johnny Hughes, Chairman

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

**MINUTES OF THE FINANCIAL MANAGEMENT COMMITTEE**  
**OF THE FRANKLIN COUNTY BOARD OF COMMISSIONERS**  
**Tuesday, January 5, 2016**

The Financial Management Committee of the Franklin County Commission met in a regular meeting on Tuesday, January 5, 2016 in the Annex Community Room at 8:30 am the following were had to wit:

PRESENT: Committee Members – Richard Stewart, Co Mayor; David Eldridge, Co Commissioner; Johnny Hughes, Co Commissioner; Johnny Woodall, Highway Superintendent; Iris Rudder, Co Commissioner; Dave Van Buskirk, Co Commissioner; Andrea Smith, Ex Officio; Eddie Clark, Ex Officio and Cindy Latham, Secretary. Visitors included: Linda Foster, Mary Sons, Phillip Custer, William Anderson, Rachel Clark and Michael Huffer

1. **\*MOTION** by Woodall, second by Hughes to approve and send the November 17th Finance Committee minutes to the county commission. The vote resulted in all Ayes, motion carried.
2. **\*MOTION** by Hughes, second by Woodall to send the October & November sales tax and November interest reports to the County Commission. The vote resulted in all Ayes, motion carried.
3. **\*MOTION** by Eldridge, second by Hughes to approve and send to full commission Finance Director's reports for November. Vote resulted in all ayes, motion carried.
4. **\*MOTION** by Eldridge second by Woodall to approve and send to full commission the County General Budget Amendment. The vote resulted in all Ayes, motion carried.
5. **\*MOTION** by Eldridge, second by Hughes to approve the School General Self Supporting Budget Amendment and send to full commission to receive and file. The vote resulted in all Ayes, motion carried
6. **\*MOTION** by Van Buskirk second by Woodall to approve and send to full commission the Comptrollers Letter of Approval for Debt Service for 2015-16 for Solid Waste and Board of Education. The vote resulted in all Ayes, motion carried.
7. Director Smith requested to revise the Purchasing Cooperative Authorized List to add NASP Value Point Contracts and TIPS – the Inter-local Purchasing System (Clinch-Powell Education Cooperative). **\*MOTION** by Woodall, second by Van Buskirk to revise the list. Vote resulted in all Ayes, motion carried.
8. **\*MOTION** by Eldridge, second by Van Buskirk to approve the TN Dept of Agriculture Farmer's Market Grant for \$1,000. The vote resulted in all Ayes, motion carried.
9. **\*MOTION** by Van Buskirk, second by Woodall to approve three TDEC Grants for Solid Waste for Waste Recycle Equipment, Used Oil Equipment and Solid Waste Reduction. Vote resulted in all Ayes, motion carried.
10. **\*MOTION** by Woodall, second by Hughes to approve TN Federal Funds Administration Policy & Procedures for Franklin County and send to the full commission. The vote resulted in all Ayes, motion carried.
11. There being no further business **\*MOTION** by Woodall second by Rudder to adjourn meeting at 8:55 a.m. Vote resulted in all Ayes, motion carried.

Respectfully submitted by:

Date Approved

\_\_\_\_\_

cbl/RS

Date: 1/12/2016 10:16:32AM  
 User: Brenda

Franklin County Chancery Court  
 Annual Financial Report  
 For The Year Ended December 31, 2015

Acct #	Description	Beginning Balance	Adjustments	Receipts	Disbursements	Commission Transfers	Ending Balance
<b>Fund: 905 Clerk And Master</b>							
23000	Due To State Of Tennessee						
	23111 Litigation Tax	0.00	0.00	1,686.25	-1,572.43	-113.82	0.00
	<b>Totals:</b>	<u>0.00</u>	<u>0.00</u>	<u>1,686.25</u>	<u>-1,572.43</u>	<u>-113.82</u>	<u>0.00</u>
24000	Due To County Trustee						
	24140 Litigation Tax - General	0.00	0.00	1,686.25	-1,572.43	-113.82	0.00
	24150 Litigation Tax - Special Purpose	0.00	0.00	3,550.00	-3,310.37	-239.63	0.00
	24160 Delinquent Taxes	0.00	-1,676.63	71,391.69	-66,229.31	-3,485.75	0.00
	24360 Officers Costs	0.00	0.00	306.00	-290.70	-15.30	0.00
	<b>Totals:</b>	<u>0.00</u>	<u>-1,676.63</u>	<u>76,933.94</u>	<u>-71,402.81</u>	<u>-3,854.50</u>	<u>0.00</u>
25000	Due To Cities						
	25110 City Delinquent Taxes	59,778.08	0.00	0.00	0.00	0.00	59,778.08
	<b>Totals:</b>	<u>59,778.08</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>59,778.08</u>
26000	Due To Litigants, Heirs And Others						
	26100 Court Funds And Costs	151,201.87	-7,545.61	23,611.02	-948.12	0.00	166,319.16
	26200 Officers' Costs - Non-County	0.00	0.00	22.00	-22.00	0.00	0.00
	26300 Alimony/child Support	0.00	2,368.75	3,307.59	-5,676.34	0.00	0.00
	26310 Publications	0.00	0.00	1,298.00	-1,298.00	0.00	0.00
	26400 Deposits	0.00	-31,509.32	308,291.37	0.00	0.00	276,782.05
	26510 Attorney Fees - Delinquent Tax	0.00	-127.50	6,454.11	-6,010.27	-316.34	0.00
	26700 Cash Bonds	500.00	0.00	0.00	0.00	0.00	500.00
	<b>Totals:</b>	<u>151,701.87</u>	<u>-36,813.68</u>	<u>342,984.09</u>	<u>-13,954.73</u>	<u>-316.34</u>	<u>443,601.21</u>
28000	Other Credits						
	29900 Fee/commission Account	0.00	52.84	31,903.92	-36,241.42	4,284.66	0.00
	<b>Totals:</b>	<u>0.00</u>	<u>52.84</u>	<u>31,903.92</u>	<u>-36,241.42</u>	<u>4,284.66</u>	<u>0.00</u>
<b>Fund Totals:</b>		<u>211,479.95</u>	<u>-38,437.47</u>	<u>453,508.20</u>	<u>-123,171.39</u>	<u>0.00</u>	<u>\$503,379.29</u>

Date: 1/12/2016 10:16:32AM  
User: Brenda

Franklin County Chancery Court  
Annual Financial Report  
For The Year Ended December 31, 2015

Page 2 of 2

Summary of Assets:

Current Assets	\$0.00	\$0.00
Cash	\$0.00	\$0.00
Cash On Hand	\$0.00	\$0.00
Cash In Bank	\$211,479.95	\$241,772.56
Investments	\$0.00	\$261,606.73
<b>Totals:</b>	<u>\$211,479.95</u>	<u>\$503,379.29</u>

This report is submitted in accordance with requirements of Section 5-8-505 and/or 67-5-1902, Tennessee Code Annotated, and to the best of my knowledge and belief accurately reflects transactions of this office for the year ended December 31, 2015.

Brenda Clark  
(Signature)

Clerk & Master  
(Title)

1/12/16  
(Date)

Filed 1-12-16  
Phillip Custer  
Franklin County Clerk  
Winchester, TN 37398

**WORKSHEET FOR  
SUMMARY OF QUARTERLY REPORTS  
QUARTER: October-November-December, 2015**

	Circuit Court	Sessions Court	Juvenile Court	Totals
Franklin County (24000/29000)	54,366.50	151,216.43	13,261.00	\$ 218,843.93
State of Tennessee (23000)	16,420.50	60,997.65	1,905.00	\$ 79,323.15
Cities (25000)	5,585.00	10,430.67	-	\$ 16,015.67
Judgments/Rest. (26100-26700)	236,179.51	151,139.43	141,766.30	\$ 529,085.24
Trust Funds (26400)	-	-	-	\$ -
Child Support (26300)	9,430.00	-	10,529.00	\$ 19,959.00
<b>TOTALS</b>	<b>\$ 321,981.51</b>	<b>\$ 373,784.18</b>	<b>\$ 167,461.30</b>	<b>\$ 863,226.99</b>

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

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

**Circuit Court Clerk** \_\_\_\_\_

FRANKLIN COUNTY CLERK  
GENERAL LEDGER - FINANCIAL REPORT  
YEAR FORMAT  
FISCAL YEAR 2016 - PERIOD ENDING 12/31/2015

ACCT	DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
21000	CURRENT LIABILITIES								
21420	ESCROW	.00	.00	.00	.00	.00	.00	.00	.00
	*** SUB-TOTAL ***	.00	.00	.00	.00	.00	.00	.00	.00
22000	OTHER LIABILITIES								
22100	BUSINESS TAX REV/GROSS RECEIPT	.00	.00	.00	.00	.00	.00	.00	.00
22101	BUSINESS TAX INTEREST	.00	.00	.00	.00	.00	.00	.00	.00
22102	BUSINESS TAX PENALTY	.00	.00	.00	.00	.00	.00	.00	.00
22103	BUSINESS TAX ADJUSTMENTS	.00	.00	.00	.00	.00	.00	.00	.00
22500	BUSINESS TAX - STATE GROSS	.00	.00	.00	.00	.00	.00	.00	.00
22501	BUSINESS TAX - STATE INTEREST	.00	.00	.00	.00	.00	.00	.00	.00
22502	BUSINESS TAX - STATE PENALTY	.00	.00	.00	.00	.00	.00	.00	.00
22503	BUSINESS TAX - STATE ADJUSTS	.00	.00	.00	.00	.00	.00	.00	.00
	*** SUB-TOTAL ***	.00	.00	.00	.00	.00	.00	.00	.00
3000	DUE TO STATE OF TENNESSEE								
3110	BUSINESS TAX DUE STATE	.00	.00	.00	.00	.00	.00	.00	.00
3111	LITIGATION TAX - STATE	.00	.00	.00	.00	.00	.00	.00	.00
3130	STATE SALES TAX - AUTO	.00	.00	573,174.05	544,515.34	28,658.71	.00	.00	.00
3131	LOCAL SALES TAX - AUTO	.00	.00	44,216.54	42,005.71	2,210.83	.00	.00	.00
3132	STATE SALES TAX - BOAT	.00	.00	41,473.27	39,399.61	2,073.66	.00	.00	.00
3133	LOCAL SALES TAX - BOAT	.00	.00	4,109.72	3,904.23	205.49	.00	.00	.00
3134	AUTO-STATE SINGLE ARTICLE	.00	.00	29,528.37	28,051.95	1,476.42	.00	.00	.00
3135	BOAT-STATE SINGLE ARTICLE	.00	.00	2,152.31	2,044.69	107.62	.00	.00	.00
3145	MFG HOME INSTALLATION PERMITS	.00	.00	888.00	888.00	.00	.00	.00	.00
3150	MARRIAGE LICENSE DUE STATE	.00	.00	2,490.00	2,366.25	123.75	.00	.00	.00
3151	STATE PREMARITAL TRAINING	.00	.00	7,200.00	7,200.00	.00	.00	.00	.00
3160	MVD - STATE REGISTRATIONS	.00	.00	189,997.05	189,997.05	.00	.00	.00	.00
3165	MVD - RENEWALS	.00	.00	428,231.61	428,231.61	.00	.00	.00	.00
3170	MVD - TITLE APPL - STATE	.00	.00	56,098.00	56,098.00	.00	.00	.00	.00
3171	REPLACE TITLES/NOTING OF LIEN	.00	.00	.00	.00	.00	.00	.00	.00
3175	RETIREMENT	.00	.00	.00	.00	.00	.00	.00	.00
3300	NOTARY COMMISSIONS	-20.00	.00	335.00	305.00	.00	.00	.00	-50.00
	*** SUB-TOTAL ***	-20.00	.00	1,379,893.92	1,345,007.44	34,856.48	.00	.00	-50.00
4000	DUE TO COUNTY TRUSTEE								
4110	BUSINESS TAX DUE COUNTY	.00	.00	50.00	47.50	2.50	.00	.00	.00
4140	LITIGATION TAX -GENERAL COUNTY	.00	.00	.00	.00	.00	.00	.00	.00
4150	LITIGATION TAX-SPECIAL PURPOSE	.00	.00	.00	.00	.00	.00	.00	.00
4210	MARRIAGE LICENSE - COUNTY	.00	.00	1,660.00	1,577.50	82.50	.00	.00	.00
4221	BEER ANNUAL RENEWALS	.00	.00	2,441.65	2,319.57	122.08	.00	.00	.00
4310	REALITY PROGRAM	.00	.00	.00	.00	.00	.00	.00	.00
4320	JUVENILE FINES	.00	.00	.00	.00	.00	.00	.00	.00
4490	OTHER COUNTY COLLECTIONS	.00	.00	.00	.00	.00	.00	.00	.00
4492	HELPING SCHOOLS	.00	.00	217.00	217.00	.00	.00	.00	.00
	*** SUB-TOTAL ***	.00	.00	4,368.65	4,161.57	207.08	.00	.00	.00

FRANKLIN COUNTY CLERK  
 GENERAL LEDGER - FINANCIAL REPORT  
 YEAR FORMAT  
 FISCAL YEAR 2016 - PERIOD ENDING 12/31/2015

ACCT	DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
26000	DUE TO LITIGANTS, HEIRS, & OTHERS								
26300	CHILD SUPPORT DUE FAMILIES	.00	.00	.00	.00	.00	.00	.00	.00
26301	JUVENILE RESTITUTION/PROCESS	.00	.00	.00	.00	.00	.00	.00	.00
26303	INVESTMENTS(HEIRS,LITIG,OTHER)	.00	.00	.00	.00	.00	.00	.00	.00
26310	PUBLICATIONS	.00	.00	.00	.00	.00	.00	.00	.00
26311	REFUNDS	.00	.00	2,577.24	2,577.24	.00	.00	.00	.00
26312		.00	.00	.00	.00	.00	.00	.00	.00
26315	CONTRIBUTIONS - ORGAN DONOR PR	.00	.00	511.17	511.17	.00	.00	.00	.00
26401	CREDIT CARD FEES - BIS	.00	.00	1,149.00	1,149.00	.00	.00	.00	.00
26405	CREDIT CARD - BANK	.00	.00	3,124.92	3,124.92	.00	.00	.00	.00
	*** SUB-TOTAL ***	.00	.00	7,362.33	7,362.33	.00	.00	.00	.00
29900	FEE & COMMISSION ACCOUNT								
29900	CLERK'S FEES/COMMISSIONS	-905.00	.00	102,033.40	151,014.27	-35,063.56	-14,196.56	279.25	-905.00
29901	COMPUTER FEES	.00	.00	741.00	741.00	.00	.00	.00	.00
29902	DATA PROCESSING FEES	.00	.00	.00	3,796.90	.00	-3,796.90	.00	.00
	*** SUB-TOTAL ***	-905.00	.00	102,774.40	155,552.17	-35,063.56	-17,993.46	279.25	-905.00
	*** TOTAL ***	-925.00	.00	1,494,399.30	1,512,083.51	.00	-17,993.46	279.25	-955.00

FRANKLIN COUNTY CLERK  
 GENERAL LEDGER - FINANCIAL REPORT  
 YEAR FORMAT  
 FISCAL YEAR 2016 - PERIOD ENDING 12/31/2015

CCT	DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
SUMMARY OF ASSETS:									
	CASH ON HAND	905.00							905.00
	CITIZENS COMMUNITY BANK	20.00							50.00
	CREDIT CARDS	.00							.00
	TITLE GIFT VOUCHER	.00							.00
	RENEWAL GIFT VOUCHER	.00							.00
	*** TOTAL ***	925.00							955.00

THIS REPORT IS SUBMITTED IN ACCORDANCE WITH REQUIREMENTS OF SECTION 5-8-505, AND/OR 67-5-1902, TENNESSEE CODE ANNOTATED, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF ACCURATELY REFLECTS TRANSACTIONS OF THIS OFFICE FOR THE PERIOD ENDING DECEMBER 31, 2015.

*Phillip Custer*  
 (Signature)

1-8-16  
 (Date)

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

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

Filed 1-8-16  
 Phillip Custer  
 Franklin County Clerk  
 Winchester, TN 37398

# FRANKLIN COUNTY PLANNING & ZONING DEPARTMENT

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

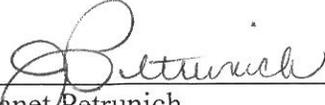
## QUARTERLY REPORT

FOR THE SECOND QUARTER OF FISCAL YEAR 2015 - 2016

	October	November	December
<b>PERMITTED TAXABLE ESTIMATED PROPERTY IMPROVEMENT</b>	<b>\$1,771,300.00</b>	<b>\$2,167,300.00</b>	<b>\$2,044,900.00</b>
<b>TOTAL FEES COLLECTED</b>	<b>\$3375.00</b>	<b>\$2350.00</b>	<b>\$3600.00</b>
<b>RESIDENTIAL</b> # OF PERMITS	7	6	7
\$ OF PERMITS	\$2050.00	\$1650.00	\$2050.00
<b>COMMERCIAL</b> # OF PERMITS	0	0	3
\$ OF PERMITS	\$00.00	\$00.00	\$700.00
<b>INDUSTRIAL</b> # OF PERMITS	0	0	0
\$ OF PERMITS	\$00.00	\$00.00	\$00.00
<b>ADDITIONS, MISC.</b> # OF PERMITS	16	4	8
\$ OF PERMITS	\$1000.00	\$250.00	\$350.00
<b>CASES</b> # OF CASES	6	8	8
\$ OF CASES	\$325.00	\$450.00	\$500.00

F.C. BOARD OF ZONING APPEALS MET: October 15, 2015 – No Meeting  
November 19, 2015 at 6:00PM  
December 17, 2015 – No Meeting

F.C. REGIONAL PLANNING COMMISSION MET: October 27, 2015 at 6:00PM  
November 24, 2015 at 6:00PM  
No December Meeting

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

Filed 1-11-16  
Phillip Custer  
Franklin County Clerk  
Winchester, TN 37398

Franklin County , Tennessee  
Office Of The Register Of Deeds  
Financial Report  
For The Period Of 10/01/2015 - 12/31/2015

Account Description	Beginning Balance	Adjustments	Receipts	Transfers In	Disbursements	Transfers Out	Commission Transfers	Ending Balance
MORTGAGE TAX	0.00	0.00	66872.45	0.00	65267.50	0.00	1604.95	0.00
CONVEYANCE TAX	0.00	0.00	130671.34	0.00	127535.24	0.00	3136.10	0.00
DP FEES	0.00	0.00	3456.00	0.00	3456.00	0.00	0.00	0.00
REGISTER'S FEES	0.00	0.00	691.00	0.00	691.00	0.00	0.00	0.00
RECORDING FEES	-1384.07	8.78	39383.00	0.00	44166.27	0.00	-4741.05	-1333.07
LATE FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS FEES	0.00	0.00	205.59	0.00	205.59	0.00	0.00	0.00
REFUNDS	0.00	0.00	146.42	0.00	146.42	0.00	0.00	0.00
OVER/SHORT	0.00	0.00	64.47	0.00	64.47	0.00	0.00	0.00
ESCROW	-562.76	0.00	615.49	0.00	530.13	0.00	0.00	-648.12
CR/DB CARD FEES	0.00	0.00	19.04	0.00	19.04	0.00	0.00	0.00
<b>TOTALS:</b>	<b>-1946.83</b>	<b>8.78</b>	<b>242124.80</b>	<b>0.00</b>	<b>242081.66</b>	<b>0.00</b>	<b>0.00</b>	<b>-1981.19</b>
<b>SUMMARY OF ASSETS:</b>								
CASH ON HAND	850.00							850.00
CASH IN BANK	562.76							648.12
ACCOUNTS RECEIVABLE	534.07							483.07
<b>TOTALS:</b>	<b>1946.83</b>							<b>1981.19</b>

This report is submitted in accordance with requirements of Sections 5-8-505 and /or 67-5-1902, as amended, Tennessee Code Annotated, and to the best of my knowledge, information and belief accurately reflect transactions of this office for the period 10/01/2015 through 12/31/2015.

*Lydia Curtis Johnson*  
Register of Deeds

1-11-16  
Date

Filed 1-11-16  
Phillip Custer  
Franklin County Clerk  
Winchester, TN 37398

**FRANKLIN COUNTY SHERIFF'S DEPARTMENT**  
**October, November, December 2015**  
**2<sup>nd</sup> QUARTER FISCAL YEAR 2015-2016**

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**Total number of persons arrested (Sheriff's Department only): 380**

**Total persons arrested and brought in from other departments: 334**

**Prisoner days served (General Sessions Sentences): 2,726**

**Prisoner days served (State prisoners serving jail time in our facility): 3,386**

**Total Inmates housed this quarter: 13,498**

**Number of miles patrolled: 84,053**

**Number of man-hours worked (deputies and investigators): 6,896**

**State & Criminal Warrants Served: 1,429**

**Total Attempts to Serve 2,646**

**Total Activity 22,049**

**Out of County Trips Made 197**

**Total Number of Funerals Escorted 23**

**Traffic Accidents with Injuries 111**

**Traffic Accidents without Injuries 212**

**Business, Church, and School Areas Checked 13,437**

**Traffic Enforcement 513**

**DUI Arrest 6**

**Drug Cases 5**

**Criminal Cases Investigated 670**

**Criminal Cases Cleared 104**

**Violent Crimes (murder, rape, agg. Assault, armed robbery, agg. Burglary, etc.) 31**

**Cash received for serving papers, offense & accident reports: \$3,910.20**

Filed 1-7-16  
Phillip Custer  
Franklin County Clerk  
Winchester, TN 37398

# Franklin County Solid Waste

## 2nd Quarter Report FY 2015-2016

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- Recycling tonnage is up overall from this time last year by more than 30%. However the price per each commodity such as cardboard (OCC) is the lowest it has been in over ten years. Price per ton is \$3.00 per 100 lbs. the lowest these prices have been in years. We are keeping the waste out of the land-fill but not getting much return on the sale of recyclable materials.
- Through November we are averaging 80 tons less per month than this same time last year while adjacent counties are actually seeing an increase for the same time period on their tonnages. I feel like our increased efforts in recycling are starting to take hold. The 80 tons / month is a savings of about \$4000.00 a month or \$60,000 per year.
- Paper recycling collections at the County Schools is starting to really take off. One bin was actually so full that the truck would not pick it up and had to be hand emptied in order to reduce the weight to a manageable level. Keep up the good work SCHOOLS!!!
- We received three TDEC grants in December and early January. The Recycling equipment grant at \$25,000 with a \$21,000 match for a new skid steer. Waste Reduction grant at \$60,000 with a \$40,000 match for the purchase of a new recycling baler. A used oil heater grant for the recycling center for \$10,000 with no match 100% funded. This equals \$95,000 in grant money for new equipment for this fiscal year.
- In talks with Monteagle about capturing the cardboard from their businesses in town. We are already going to the County line at Pearl's Restaurant so a few more miles down the road to capture a large amount of cardboard for revenue makes sense. This would help us pay the matching funds for the new baler off quicker and we should get credit for the processing of the material in future grant applications. More to follow as this endeavor progresses.
- In talks with SunPower out of California on the possibility of a long term land lease agreement for solar panels to be placed at the old county landfill in the near future. The company estimates that on sunny days they would be able to capture enough power to cover the City of Winchester and its residents' usage.
- Golder and Associates will be conducting a feasibility study in the 3<sup>rd</sup> quarter as environmental engineering consultants to determine the best way forward for Franklin County in disposing of its waste in the future. They will determine what they think is the best method(s) and at what price per ton would it be fiscally sound for Franklin County to make any capital investments or improvements to our current waste facilities. This is where they study new technologies like gasification.



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FCSW Director: William Anderson

Filed 1-11-16  
Phillip Custer  
Franklin County Clerk  
Winchester, TN 37398

(Attachment A)

**MONTHLY RECYCLING REPORT**  
**FY 15-16**

<b><u>DECEMBER</u></b>				<b><u>YTD</u></b>		<b><u>FY 14-15</u></b>	
<b><u>ITEMS SOLD</u></b>	<b><u>TONS</u></b>	<b><u>\$/TON</u></b>	<b><u>TOTAL \$</u></b>	<b><u>TONS</u></b>	<b><u>TOTAL \$</u></b>	<b><u>TONS</u></b>	<b><u>TOTAL \$</u></b>
Cardboard*	66.24	\$110/85	6,074.40	482.12	48,777.77	790.04	\$72,520.54
NEWS	23.77	\$65	\$1426.20	160.13	10,065.60	236.19	\$14930.36
Shred/Books						14.85	\$213.73
Ferrous Metal*	18.79	\$140.00/ <u>60.00</u>	\$1127.40	123.26	11,176.80	218.47	\$34,642.87
Aluminum		.55/ \$ 1100.00		1.68	1,848.00	3.71	\$4,083.75
Plastic		\$60.00		35.63	1256.80	71.16	\$4,681.20
Electronics		\$6.00		10.00	1,316.28	9.47	1,994.97
<b>SUB-TOTAL</b>	<b>108.80</b>		<b>8,628.00</b>	<b>812.82</b>	<b>74,441.25</b>	<b>1343.89</b>	<b>\$133,067.42</b>
Oil		.11/gal		4.74	141.55	4843gal 17.92 ton	\$2,146.05
Tires*	12.56	\$0	422.00	127.18	3751.62	308.23	\$9592.00
<b>TOTAL</b>	<b>121.36</b>	<b>-----</b>	<b>9,050.00</b>	<b>944.74</b>	<b>78,334.42</b>	<b>1,670.04</b>	<b>\$144,805.47</b>

YTD Avoided Expense  
Adjusted Total

ytd = 45,460.89  
\$ 123,795.31

YTD Avoided Expense {(YTD Tonnage X 48.12)} = 45,460.89

## FY COMPARISONS

FY 15-16

FY 14-15

<u>MONTH</u>	<u>TOTAL TONNAGE</u>	<u>TIPPING FEES \$</u>	<u>RESIDENTIAL COST \$</u>	<u>TOTAL TONNAGE</u>	<u>TIPPING FEES \$</u>	<u>RESIDENTIAL COST \$</u>
JUL.	841.89	40,511.86	0	965.35	31,190.45	684.65
AUG.	836.22	40,239.04	1.37	852.08	27,530.80	464.62
SEPT.	797.02	38,352.91	1.83	869.25	28,085.51	461.07
OCT.	773.77	37,234.12	0	876.81	28,329.77	445.88
NOV.	773.73	37,232.03	1.13	743.13	24,010.53	497.25
DEC.				970.25	31,348.82	505.66
JAN.				858.89	27,750.54	436.83
FEB.				694.87	22,451.23	317.61
MAR.				989.77	31,979.54	563.81
APR.				876.29	42,389.60	1475.85
MAY				813.25	39,133.85	313.27
JUN.				904.00	43,500.48	0
<b>TOTAL</b>				<b>10,413.94</b>	<b>377,701.12</b>	<b>6166.50</b>

(Attachment B)

Template Name: LGC DEFINED -  
 Created by: LGC

Franklin Co Finance  
 Statement of Expenditures One Line  
 January 2016

User:  
 Date/Time:

Jenny Phillips  
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 Page 1 of 3

Fund : 116 Solid Waste/Sanitation

Account Number	Account Description	Budget Amount	Budget Amendments	Amended Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Outstanding Encumbrances	Unencumbered Balance	% Of Budget Exp
<b>55720</b>	<b>Sanitaion Education/Information</b>								
302	Advertising	(1,500.00)	0.00	(1,500.00)	0.00	250.00	0.00	(1,250.00)	16.67%
499	Other Supplies And Materials	(300.00)	0.00	(300.00)	0.00	0.00	0.00	(300.00)	0.00%
<b>Total 55720</b>	<b>Sanitaion</b>	<b>(1,800.00)</b>	<b>0.00</b>	<b>(1,800.00)</b>	<b>0.00</b>	<b>250.00</b>	<b>0.00</b>	<b>(1,550.00)</b>	<b>13.89 %</b>
<b>55732</b>	<b>Convenience Centers</b>								
149	Laborers	(173,000.00)	0.00	(173,000.00)	6,797.60	86,529.27	0.00	(86,470.73)	50.02%
201	Social Security	(10,862.40)	0.00	(10,862.40)	421.45	5,501.21	0.00	(5,361.19)	50.64%
210	Unemployment Compensation	(2,754.00)	0.00	(2,754.00)	81.54	807.15	0.00	(1,946.85)	29.31%
212	Employer Medicare Liability	(2,540.40)	0.00	(2,540.40)	98.52	1,286.51	0.00	(1,253.89)	50.64%
299	Other Fringe Benefits	(2,200.00)	0.00	(2,200.00)	0.00	2,200.00	0.00	0.00	100.00%
307	Communication	(9,500.00)	0.00	(9,500.00)	0.00	4,070.28	0.00	(5,429.72)	42.85%
335	Maintenance And Repair Services-Buildings	(7,000.00)	0.00	(7,000.00)	0.00	2,100.00	2,100.00	(2,800.00)	60.00%
336	Maintenance And Repair Services-Equipmen	(21,000.00)	0.00	(21,000.00)	0.00	8,761.05	0.00	(12,238.95)	41.72%
452	Utilities	(14,000.00)	0.00	(14,000.00)	0.00	5,260.54	0.00	(8,739.46)	37.58%
499	Other Supplies And Materials	(4,500.00)	0.00	(4,500.00)	0.00	1,094.16	372.86	(3,032.98)	32.60%
799	Other Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	No Budget
<b>Total 55732</b>	<b>Convenience Centers</b>	<b>(247,356.80)</b>	<b>0.00</b>	<b>(247,356.80)</b>	<b>7,399.11</b>	<b>117,610.17</b>	<b>2,472.86</b>	<b>(127,273.77)</b>	<b>48.55 %</b>
<b>55733</b>	<b>Transfer Stations</b>								
105	Supervisor/Director	(54,000.00)	0.00	(54,000.00)	0.00	27,000.00	0.00	(27,000.00)	50.00%
106	Deputy(Ies)	(34,185.76)	0.00	(34,185.76)	1,304.80	16,765.60	0.00	(17,420.16)	49.04%
141	Foremen	(39,572.48)	0.00	(39,572.48)	1,510.40	20,373.12	0.00	(19,199.36)	51.48%
142	Mechanic(s)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	No Budget
145	Equipment Operators-Light	(69,209.92)	0.00	(69,209.92)	2,641.60	34,381.81	0.00	(34,828.11)	49.68%
147	Truck Drivers	(193,041.59)	13,000.00	(180,041.59)	7,108.00	72,534.87	0.00	(107,506.72)	40.29%
149	Laborers	(20,960.00)	(13,000.00)	(33,960.00)	894.40	13,704.92	0.00	(20,255.08)	40.36%
169	Part-time Employee	(9,152.00)	0.00	(9,152.00)	437.50	4,666.94	0.00	(4,485.06)	50.99%
186	Longevity	(3,360.00)	0.00	(3,360.00)	0.00	3,000.00	0.00	(360.00)	89.29%
187	Overtime Pay	(2,500.00)	0.00	(2,500.00)	0.00	478.05	0.00	(2,021.95)	19.12%
189	Other Salaries & Wages	(1,200.00)	0.00	(1,200.00)	0.00	25.86	0.00	(1,174.14)	2.16%
201	Social Security	(26,640.27)	0.00	(26,640.27)	827.12	11,662.31	0.00	(14,977.96)	43.78%
204	State Retirement	(56,633.06)	0.00	(56,633.06)	1,513.70	22,869.04	0.00	(33,764.02)	40.38%
206	Life Insurance	(561.80)	0.00	(561.80)	0.00	261.30	0.00	(300.50)	46.51%
207	Medical Insurance	(79,260.00)	0.00	(79,260.00)	2,476.80	34,752.46	0.00	(44,507.54)	43.85%
209	Disability Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	No Budget
210	Unemployment Compensation	(1,296.00)	0.00	(1,296.00)	166.76	400.05	0.00	(895.95)	30.87%
212	Employer Medicare Liability	(6,230.39)	0.00	(6,230.39)	193.43	2,727.44	0.00	(3,502.95)	43.78%

Fund : 116 Solid Waste/Sanitation

Account Number	Account Description	Budget Amount	Budget Amendments	Amended Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Outstanding Encumbrances	Unencumbered Balance	% Of Budget Exp
<b>55733</b>	<b>Transfer Stations</b>								
299	Other Fringe Benefits	(2,500.00)	0.00	(2,500.00)	0.00	2,575.00	0.00	75.00	103.00%
307	Communication	(1,500.00)	0.00	(1,500.00)	0.00	679.68	0.00	(820.32)	45.31%
309	Contracts With Government Agencies	(525,000.00)	12,000.00	(513,000.00)	0.00	196,699.73	134,990.81	(181,309.46)	64.66%
312	Contracts With Private Agencies	(75,000.00)	7,500.00	(67,500.00)	0.00	13,890.50	27,790.27	(25,819.23)	61.75%
320	Dues And Memberships	(300.00)	0.00	(300.00)	0.00	100.00	0.00	(200.00)	33.33%
336	Maintenance And Repair Services-Equipmen	(20,000.00)	0.00	(20,000.00)	0.00	3,645.55	1,739.00	(14,615.45)	26.92%
338	Maintenance And Repair Services-Vehicles	(5,000.00)	0.00	(5,000.00)	0.00	2,505.12	0.00	(2,494.88)	50.10%
347	Pest Control	(1,000.00)	0.00	(1,000.00)	0.00	375.00	450.00	(175.00)	82.50%
348	Postal Charges	(175.00)	0.00	(175.00)	0.00	90.23	0.00	(84.77)	51.56%
355	Travel	(1,500.00)	0.00	(1,500.00)	0.00	1,052.70	0.00	(447.30)	70.18%
361	Permits	(2,000.00)	0.00	(2,000.00)	0.00	0.00	100.00	(1,900.00)	5.00%
412	Diesel Fuel	(35,000.00)	0.00	(35,000.00)	0.00	9,959.22	13,040.78	(12,000.00)	65.71%
418	Equipment And Machinery Parts	(26,000.00)	0.00	(26,000.00)	0.00	10,407.69	1,040.80	(14,551.51)	44.03%
424	Garage Supplies	(12,000.00)	1,021.13	(10,978.87)	0.00	2,747.98	0.00	(8,230.89)	25.03%
425	Gasoline	(4,000.00)	0.00	(4,000.00)	0.00	1,285.58	1,214.42	(1,500.00)	62.50%
433	Lubricants	(2,600.00)	(1,021.13)	(3,621.13)	0.00	1,996.40	0.00	(1,624.73)	55.13%
435	Office Supplies	(2,200.00)	0.00	(2,200.00)	0.00	1,427.01	89.32	(683.67)	68.92%
450	Tires And Tubes	(10,000.00)	0.00	(10,000.00)	0.00	5,158.98	0.00	(4,841.02)	51.59%
451	Uniforms	(2,500.00)	0.00	(2,500.00)	0.00	2,398.71	0.00	(101.29)	95.95%
452	Utilities	(11,000.00)	0.00	(11,000.00)	0.00	3,800.72	0.00	(7,199.28)	34.55%
453	Vehicle Parts	0.00	(4,000.00)	(4,000.00)	0.00	293.88	906.12	(2,800.00)	30.00%
499	Other Supplies And Materials	(2,500.00)	(15,500.00)	(18,000.00)	0.00	7,953.08	3,341.49	(6,705.43)	62.75%
524	Inservice/Staff Development	(1,500.00)	0.00	(1,500.00)	0.00	752.00	0.00	(748.00)	50.13%
599	Other Charges	(1,000.00)	0.00	(1,000.00)	0.00	39.75	0.00	(960.25)	3.98%
733	Solid Waste Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	No Budget
<b>Total 55733</b>	<b>Transfer Stations</b>	<b>(1,342,078.27)</b>	<b>0.00</b>	<b>(1,342,078.27)</b>	<b>19,074.51</b>	<b>535,438.28</b>	<b>184,703.01</b>	<b>(621,936.98)</b>	<b>53.66 %</b>
<b>55770</b>	<b>Postclosure Care Costs</b>								
312	Contracts With Private Agencies	(12,000.00)	0.00	(12,000.00)	0.00	0.00	8,406.00	(3,594.00)	70.05%
<b>Total 55770</b>	<b>Postclosure Care Costs</b>	<b>(12,000.00)</b>	<b>0.00</b>	<b>(12,000.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>8,406.00</b>	<b>(3,594.00)</b>	<b>70.05 %</b>
<b>58400</b>	<b>Other Charges</b>								
340	Medical And Dental Services	(1,000.00)	0.00	(1,000.00)	0.00	245.00	300.00	(455.00)	54.50%
502	Building And Contents Insurance	(14,850.00)	(174.93)	(15,024.93)	0.00	15,024.93	0.00	0.00	100.00%
506	Liability Insurance	(17,200.00)	(329.09)	(17,529.09)	0.00	17,529.09	0.00	0.00	100.00%
507	Medical Claims	(6,000.00)	0.00	(6,000.00)	0.00	4,772.07	0.00	(1,227.93)	79.53%
509	Refunds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	No Budget

+40,000

Template Name: LGC DEFINED -  
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Franklin Co Finance  
 Statement of Expenditures One Line  
 January 2016

User: Jenny Phillips  
 Date/Time: 1/4/2016 8:22 AM  
 Page 3 of 3

Fund : 116 Solid Waste/Sanitation

Account Number	Account Description	Budget Amount	Budget Amendments	Amended Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Outstanding Encumbrances	Unencumbered Balance	% Of Budget Exp
<b>58400</b>	<b>Other Charges</b>								
510	Trustee's Commission	(21,000.00)	0.00	(21,000.00)	0.00	4,687.49	0.00	(16,312.51)	22.32%
511	Vehicle And Equipment Insurance	(17,200.00)	(329.09)	(17,529.09)	0.00	18,623.09	0.00	1,094.00	106.24%
513	Workman's Compensation Insurance	(9,000.00)	(1,094.00)	(10,094.00)	0.00	4,619.00	0.00	(5,475.00)	45.76%
516	Other Self-Insured Claims	(2,000.00)	833.11	(1,166.89)	0.00	1,000.00	0.00	(166.89)	85.70%
599	Other Charges	(500.00)	0.00	(500.00)	0.00	80.55	169.45	(250.00)	50.00%
<b>Total 58400</b>	<b>Other Charges</b>	<b>(88,750.00)</b>	<b>(1,094.00)</b>	<b>(89,844.00)</b>	<b>0.00</b>	<b>66,581.22</b>	<b>469.45</b>	<b>(22,793.33)</b>	<b>74.63 %</b>
<b>99100</b>	<b>Transfers Out</b>								
590	Transfers To Other Funds	(193,803.00)	0.00	(193,803.00)	0.00	0.00	0.00	(193,803.00)	0.00%
<b>Total 99100</b>	<b>Transfers Out</b>	<b>(193,803.00)</b>	<b>0.00</b>	<b>(193,803.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(193,803.00)</b>	<b>0.00 %</b>
<b>Total For Fund:</b>	<b>116</b>	<b>(1,885,788.07)</b>	<b>(1,094.00)</b>	<b>(1,886,882.07)</b>	<b>26,473.62</b>	<b>719,879.67</b>	<b>196,051.32</b>	<b>(970,951.08)</b>	<b>48.54 %</b>

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

58300

**VETERANS SERVICE OFFICE REPORT**

October – December 2015

	Oct	Nov	Dec	<b>TOTAL</b>
Assistance Over the Phone	337	346	304	<b>987</b>
Office Visits	137	273	110	<b>520</b>
Claims Filed with VA	105	112	90	<b>307</b>
<b>Total Assistance Provided to Veterans &amp; Dependents</b>	<b>579</b>	<b>731</b>	<b>504</b>	<b>1814</b>
Homes Visits & Outreaches	10	8	10	<b>28</b>
Veteran Service Officer Training	0	0	3	<b>3</b>
Miles Driven				<b>582</b>
Veterans Provided Help To	0	0	3	<b>3</b>
Trips Paid for Veterans on FC Public Transportation	2	3	1	<b>6</b>

**BOBBY CLARK**  
**County Service Officer**

Filed 1-11-16  
Phillip Custer  
Franklin County Clerk  
Winchester, TN 37398

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

58300

VETERANS SERVICE OFFICE REPORT

2015

	<b>TOTALS</b>
Assistance Over the Phone	2337
Office Visits	1209
Claims Filed with VA	702
<b>Total Assistance Provided to Veterans &amp; Dependents</b>	<b>4248</b>
Homes Visits & Outreaches	97
Veteran Service Officer Training	53
Miles Driven	1110
Veterans Provided Help To	2
Trips Paid for Veterans on FC Public Transportation	9

**BOBBY CLARK**  
 County Service Officer

RESOLUTION# - 8a-0116

A RESOLUTION AMENDING THE GENERAL FUND BUDGETS OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2016.

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

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

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Unassigned Fund Balance	101	39000				10,000.00	
Community Reentry - Contracts Private Agency	101	54230	312				10,000.00
<b>Total County General Fund 101</b>						<b>10,000.00</b>	<b>10,000.00</b>
<b>Amendment funding Comm Reentry Operations Monthly Cash Flow/Grants - will pay back to County at Program end.</b>							

Approved this the 19th Day of January 2016.

  
Eddie Clark, Chairman of the Commission

  
Richard Stewart, County Mayor

  
ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: Fuller and Stines  
 Motion to Adopt By: Goodman Second By: Snead  
 Votes: Ayes 15 Nays 0  
 Declaration: Approved

RESOLUTION# - 8b-0116

A RESOLUTION AMENDING THE GENERAL FUND BUDGETS OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2016.

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

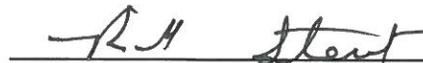
NOW, THEREFORE, BE IT RESOLVED, that the General Fund Budgets of Franklin County, Tennessee be amended as follows:

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Federal Thru State	101	47590		TDEC		25,000.00	
Unassigned Fund Balance	101	39000				21,000.00	
Other Gen Gov. Solid Waste Equip	101	91190	733	TDEC			46,000.00
<b>Total County General Fund 101</b>						<b>46,000.00</b>	<b>46,000.00</b>
<b>Solid Waste new TN Dept of Environment Grant \$25K Fed, \$21K Match, Total \$46K - Skid Loader</b>							
Community Development	101	47590		TDEC		9,500.00	
Other Capital Outlay	101	91190	733	TDEC			9,500.00
<b>Total County General Fund 101</b>						<b>9,500.00</b>	<b>9,500.00</b>
<b>Solid Waste new TN Dept of Environment Grant \$9.5K Fed 100%- Used Oil Heater</b>							
Community Development	101	47590		TDEC		59,154.00	
	101	39000				39,436.00	
Other Capital Outlay	101	91190	733	TDEC			98,590.00
<b>Total County General Fund 101</b>						<b>98,590.00</b>	<b>98,590.00</b>
<b>Solid Waste new TN Dept of Environment Grant \$59K Fed, \$39K Match, Total \$98.5K - Baler</b>							
Community Development	101	47180		FARM		1,000.00	
Other Capital Outlay	101	51800	799	FARM			1,000.00
<b>Total County General Fund 101</b>						<b>1,000.00</b>	<b>1,000.00</b>
<b>Farmers Mkt -TN Dept of Agriculture Grant \$1K fed, 100% - Farmer's Mkt Signage</b>							
Trustee - Contracted Services	101	52400	399				6,200.00
Trustee Reserves - Other Equipment	101	91190	790			6,200.00	
Contract with Gov Agencies	101	55390	309			700.00	
Health Dept - Credit local from state contract	101	55110	599				700.00
Juvenile Court - Contracted Services	101	54240	312				20,000.00
Unassigned Fund Balance	101	39000				20,000.00	

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Veteran's Services - Travel Donation	101	58300	355	SCHRA			1,000.00
Unassigned Fund Balance (Prior Year Revenue - Rebudget)	101	39000				1,000.00	
Other Federal METH OT Reimbursement	101	47990		METH		9,849.71	
Sheriff - METH Overtime	101	54110	187	METH			9,849.71
Other Federal OCDEF Reimbursement	101	47990		OCDEF		13,410.15	
Sheriff - OCDEF Overtime	101	54110	187	OCDEF			13,410.15
<b>Total County General Fund 101</b>						<b>51,159.86</b>	<b>51,159.86</b>
<b>Misc County Mid Year Clean up Amendment</b>							

Approved this the 19th Day of January 2016.

  
 Eddie Clark, Chairman of the Commission

  
 Richard Stewart, County Mayor

  
 ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: Eldridge & Hughes  
 Motion to Adopt By: Amacher Second By: Rudder  
 Votes: Ayes 15 Nays 0  
 Declaration: Approved

FRANKLIN COUNTY, TENNESSEE  
COUNTY COMMISSION

RESOLUTION 8C-0116

RESOLUTION REQUESTING SUPPORT OF LEGISLATION **SB1134/ HB1303**,  
REGARDING LOCAL DETERMINATION OF BROADBAND AND INTERNET SERVICES

**WHEREAS**, as the utility of the 21<sup>st</sup> century, universal availability of affordable high speed fiber optic broadband services for all citizens has been identified as a national priority; and

**WHEREAS**, high speed fiber optic services are a modern necessity that it essential for future economic development, education, public health and safety, agribusiness growth, and quality of life; and

**WHEREAS**, affordable access to fiber optic broadband services allows businesses to compete locally, regionally, nationally, and internationally in today's emerging knowledge-based global economy; and

**WHEREAS**, whether through public or private investment, a local community is best equipped to decide how to meet its needs in regards to essential infrastructure and services, and

**WHEREAS**, historically, local governments have ensured access to essential services by banding together to provide those services that were not offered by the private sector or the services offered did not meet the needs of the community; and

**WHEREAS**, local governments should have as many options as possible when they decide how to meet their communities' essential infrastructure and utility needs; and

**WHEREAS**, municipal electric utilities that offer fiber optic services provide an option for market competition, consumer choice, economic development, and universal, affordable Internet access; and

**WHEREAS**, Tennessee's municipal electric providers have had the statutory authority to offer fiber optic services within their electric service territory since 1999; and

**WHEREAS**, Tennessee's municipal electric utilities that have deployed fiber optic networks have brought some of the fastest broadband services in the world to areas that did not have adequate access to high speed broadband Internet services; and

**WHEREAS**, should a local government and community decide it is needed, municipal electric providers can provide essential fiber optic services that expand access and promote economic

development, increased educational opportunities, regional and global competitiveness, telemedicine, telework, and better quality of life; and

**WHEREAS**, with municipal electric utilities being limited to offering fiber optic services only to their service territories, local governments are severely restricted in their options for providing high speed fiber optic broadband services when incumbent providers are providing inadequate service; and

**WHEREAS**, the current statutory limitation that restricts municipal electric utilities to providing fiber optic broadband services within their electric service territory can prevent a vital and essential service from being available to local citizens based solely on which electricity provider serves their home or business; and

**WHEREAS**, if the current statutory limitation that restricts municipal electric utilities that provide fiber optic services to their electric service territory were removed, local governments and their utilities would have more options as they decide how to best meet their communities' need for access to high speed broadband Internet, and

**NOW THEREFORE, BE IT RESOLVED** by County Commission of Franklin County, TN meeting in session on the 19th day of January, 2016 in Winchester, TN as follows:

**SECTION 1.** That the Franklin County Commission affirms that the local governments, potentially through their public utilities, should be able to decide locally how essential services should be offered and how to meet critical infrastructure needs.

**SECTION 2.** That the Franklin County Commission affirms that the local elected leadership and their local utilities are best equipped to decide how essential infrastructure and vital services offered to its citizens, ratepayers, residents, and businesses in their counties.

**SECTION 3.** That the Franklin County Commission requests the statewide delegation to the Tennessee General Assembly support legislation SB1134/HB1303 to allow local communities and their municipal electric providers to decide locally what is best in regards to the broadband services offered to its citizens by removing the current statutory limitation that restricts municipal electric utilities' ability to provide fiber optic broadband services to its electric service territory.

**SECTION 4.** That upon approval of this resolution and its signing, the Board of Commissioners of Franklin County, Tennessee directs the County Clerk's Office to mail a copy of this resolution to all of Tennessee's State Representative and State Senators.

**SECTION 5.** That this resolution shall take effect upon passage, the public welfare requiring it.

ADOPTED THIS 19<sup>TH</sup> DAY OF JANUARY 2016.

APPROVED: Richard Stewart  
Richard Stewart, Mayor

APPROVED: Eddie Clark  
Eddie Clark, Chair of Commission

ATTEST: Phillip Custer  
Phillip Custer, County Clerk

RESOLUTION SPONSORED BY: Hughes Stapleton

MOTION TO ADOPT: Stapleton SECOND: Mason

VOTES: AYES: 15 NAYS: 0 DECLARATION: Approved

RESOLUTION 8d-0116

**TO AUTHORIZE COUNTY MAYOR TO SUBMIT APPLICATION AND ENTER AGREEMENTS WITH TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT**

WHEREAS, Franklin County, Tennessee is eligible for funds under the State of Tennessee "Small Cities" Community Development Block Grant Program; and

WHEREAS, the Center Grove-Winchester Springs Utility District water system needs to improve its water quality by making upgrades to its water treatment plant; and

WHEREAS, Franklin County wishes to make an application for said project;

**NOW, THEREFORE, BE IT RESOLVED, THAT**

- (1) The County Mayor be authorized and directed to execute and submit an application for funds to the Tennessee Department of Economic and Community Development in the amount of \$400,000.
- (2) The County Mayor be authorized and directed to enter into all necessary agreements to receive and administer such grant funds.
- (3) The total cost of the project is \$454,545. The balance of \$54,545 or 12% (using Three Star incentive) in local matching contribution will be provided by funds from the Center Grove-Winchester Springs Utility District.

**PASSED AND SO ORDERED THIS 19th DAY OF JANUARY, 2016.**

APPROVED: Richard Stewart  
Richard Stewart, Mayor

APPROVED: Eddie Clark  
Eddie Clark, Chair of Commission

ATTEST: Phillip Custer  
Phillip Custer, County Clerk

RESOLUTION SPONSORED BY: Fuller Eldridge

MOTION TO ADOPT: Fuller SECOND: Finney

VOTES: AYES: 16 NAYS: 0 DECLARATION: Approved

# **Franklin County, Tennessee**

## **Policies and Procedures**

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Administration of Federal Programs

Aligned with the Requirements of the

New Uniform Grants Guidance for all Federal Funds

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Highway Commission approved November 19, 2015

School Board approved December 14, 2015

To be presented to Finance Committee – January 5, 2016

To be presented to County Commission - January 19, 2016

## Table of Contents

I.	Introduction .....	1
II.	Financial Management System .....	2
A.	Financial Management Standards .....	2
	Identification .....	2
	Financial Reporting .....	2
	Accounting Records .....	2
	Internal Controls .....	3
	Budget Control .....	3
	Cash Management .....	3
	Allowable Costs .....	3
B.	Overview of the Financial Management/Accounting System .....	4
C.	Budgeting .....	4
	The Planning Phase: Meetings and Discussions .....	4
	Before Receiving the Grant Award Letter .....	4
	Reviewing and Approving the Budget .....	5
	After Receiving the grant award letter .....	7
	Amending the Budget .....	7
	Budget Control .....	8
D.	Accounting Records .....	8
E.	Spending Grant Funds .....	8
	Direct and Indirect Costs Defined .....	9
	Determining Whether a Cost is Direct or Indirect .....	9
	Indirect Cost Rate .....	9
	Applying the Indirect Cost Rate .....	10
	Determining Allowability of Costs .....	10
	Selected Items of Cost .....	13
	Frequent Types of Costs .....	16
	Travel .....	16

Helpful Questions for Determining Whether a Cost is Allowable .....	16
F. Federal Cash Management Policy/Procedures.....	17
Payment Methods.....	17
Reimbursements.....	17
Advances.....	18
G. Timely Obligation of Funds .....	18
When Obligations are Made .....	18
Period of Availability of Federal Funds .....	19
State-Administered Grants .....	19
Direct Grants .....	20
Carryover.....	20
State-Administered Grants .....	20
Direct Grants .....	20
H. Program Income.....	21
Definition .....	21
Use of Program Income .....	22
III. Procurement System .....	22
A. Responsibility for Purchasing.....	22
B. Purchase Methods .....	23
Purchases up to \$25,000.....	23
Purchases over \$25,000.....	25
Competitive Proposals .....	28
Architectural/Engineering Professional Services.....	30
Contract/Price Analysis.....	30
Noncompetitive Proposals (Sole Sourcing).....	31
Educational Consultants and Similar Services .....	31
Cost Price Analysis and Sole Source.....	33
C. Purchase Cards.....	33
D. Full and Open Competition .....	34

Geographical Preferences Prohibited.....	34
Prequalified Lists.....	34
Solicitation Language .....	35
E. Federal Procurement System Standards .....	35
Avoiding Acquisition of Unnecessary or Duplicative Items .....	35
Use of Intergovernmental Agreements.....	35
Use of Federal Excess and Surplus Property.....	36
Debarment and Suspension.....	36
Maintenance of Procurement Records.....	36
Time and Materials Contracts.....	36
Settlements of Issues Arising Out of Procurements .....	37
Protest Procedures to Resolve Dispute .....	37
F. Conflict of Interest Requirements .....	37
Standards of Conduct.....	37
Organizational Conflicts.....	38
Disciplinary Actions.....	38
Mandatory Disclosure.....	38
G. Contract Administration .....	38
IV. Property Management Systems .....	39
A. Property Classifications.....	39
Equipment.....	39
Supplies .....	39
Computing devices.....	39
Capital assets .....	39
B. Inventory Procedure .....	40
C. Inventory Records.....	40
D. Physical Inventory.....	41
E. Property/Equipment Maintenance.....	42
F. Lost or Stolen Items .....	42

G. Use of Equipment .....	43
H. Disposal of Equipment .....	43
V. Written Compensation Policies .....	44
A. Time and Effort .....	44
Time and Effort Standards .....	44
Time and Effort Procedures .....	45
Reconciliation and Closeout Procedures .....	45
Employee Exits .....	46
B. Human Resources Policies .....	47
VI. Record Keeping .....	48
A. Record Retention .....	48
B. Collection and Transmission of Records .....	48
C. Access to Records .....	49
D. Privacy .....	49
VII. Subrecipient Monitoring.....	49
VIII. Frequently Asked Questions.....	50
IX. Legal Authorities and Helpful Resources.....	51

## I. Introduction

This manual sets forth the policies and procedures used by Franklin County to administer federal funds. The manual contains the internal controls and grant management standards used by the County to ensure that all federal funds are lawfully expended. It describes in detail the County's financial management system, including cash management procedures, procurement policies; inventory management protocols; procedures for determining the allowability of expenditures; time and effort reporting; record retention; and sub-recipient monitoring responsibilities.

New employees of the Franklin County, as well as incumbent employees, are expected to review this manual to gain familiarity and understanding of the County's rules and practices. If you have any questions regarding the administration of federal grants, including questions related to specific federal grant programs, please do not hesitate to contact the applicable program office at the Tennessee Department of Education (TDOE) or other applicable State or Federal office.

## II. Financial Management System

The County maintains a proper financial management system in order to receive both direct and state-administered grants and to expend funds associated with a grant award. Certain fiscal controls and procedures must be in place to ensure that all financial management system requirements are met. Failure to meet a requirement may result in return of funds or termination of the award.

### A. Financial Management Standards

The standards for financial management systems are found at 2 C.F.R. § 200.302. The required standards include:

#### ***Identification***

The County must identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification must include, as applicable, the CFDA title and number, federal award identification number, and year, name of the federal agency, and, if applicable, name of the pass-through entity.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) in Chapter 9.3.1

#### ***Financial Reporting***

Accurate, current, and complete disclosure of the financial results of each federal award or programs must be made in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR) for School Districts or the federal agency responsible for the grant award/administration for other local entity departments.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) in Chapter 9.3.1

#### ***Accounting Records***

The County must maintain records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or sub-grant awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest and be supported by source documentation.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) in Chapter 9.3.1

### ***Internal Controls***

Effective control and accountability must be maintained for all funds, real and personal property, and other assets. The County must adequately safeguard all such property and must assure that it is used solely for authorized purposes.

“Internal controls” are tools to help program and financial managers achieve results and safeguard the integrity of their program. Internal controls should be designed to provide reasonable assurance that the following objectives are achieved:

- Effectiveness and efficiency of operations;
- Adequate safeguarding of property;
- Assurance property and money is spent in accordance with grant program and to further the Selected objectives; and
- Compliance with applicable laws and regulations.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) in Chapter 2.3

### ***Budget Control***

Actual expenditures or outlays must be compared with budgeted amounts for each federal award.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) in Chapter 9.3

### ***Cash Management***

The District must maintain written procedures to implement the cash management requirements found in EDGAR for School Districts or the federal agency responsible for the grant award/administration for other local entity departments.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 9.3

### ***Allowable Costs***

The District must maintain written procedures for determining allowability of costs in accordance with EDGAR for School Districts or the federal agency responsible for the grant award/administration for other local entity departments.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 9.2

## B. Overview of the Financial Management/Accounting System

Franklin County, TN operates under “The Financial Management Act of 1981”. Tennessee Code Annotated 5-21 is the guidance for the functions of a County operating under “The Financial Act of 1981”.

Franklin County uses FlexGen & NextGen Software provided & maintained by Local Government Data Processing Corporation of Columbia, TN. The system has capability to interface with fixed assets with the accounting segment of the software. At present we do not have the two interfaced due to cost efficiency.

The budgets are loaded into the NextGen Software when approved by the Franklin County Commission. They are the Governing Legislative Body of Franklin County, TN. The budgets are manually entered and tracked by Finance personnel on a monthly basis.

The Finance Director and the Deputy Finance Director manage the budgets and accounts payable. Under 2 C.F.R. § 200.302, a recipient must track the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity. All Federal Grant files are kept and monitored on a monthly basis, with the above listed information within the director/Deputy Director’s office.

The Finance Director is responsible for preparing a monthly report for the Franklin County Commission for approval. The report includes the current allocation/appropriation, amendments, monthly activity, collection/expense year to date, balance to collect/expense and percentage realized, per TCA 5-21-114.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 1

## C. Budgeting

### ***The Planning Phase: Meetings and Discussions***

#### ***Before Receiving the Grant Award Letter:***

Franklin County has a policy prior to the application for all grants. The program managers or department heads, meet with the Finance Director or Deputy Director in preparation of their grant application. Franklin County has a form that is to be submitted to the finance committee and the County commission prior to submitting grant applications to state, federal or other

agencies for all non-school grants. This form informs the governing body as to potential financial & risk management liability.

The District Program Managers work with the appropriate school Department heads, Principals & Director in order to review their needs and allowability of cost and then prepare their annual Grant application for federal programs. The Grant Program Manager and other parties decide how the budget is put together; assigning account numbers and applicable codes; and reviewing grant objectives, reporting requirements, responsibilities, special conditions, and existing resources for their programs. They access the needs by priority in order to best fulfill the program guidelines.

The Grant Program Manager then proceeds with the application having the Director of Schools, Highways Superintendent or the County Mayor sign the grant application for submittal.

When the County is notified of a grant award, the Grant Program Manager then contacts the Finance Director or Deputy Director to prepare a budget amendment to budget the funds awarded.

For the School Federal Programs budgets the Finance Director or Deputy Director utilizes the most current School Board approved federal programs budget application for the budget process. The Franklin County Appropriations Resolution allows for amendments to be made to school federal programs budgets upon the approval of the Franklin County School Board.

**An Organization Chart with positions and time frames included are in the Franklin County Policies & Procedures Manual at the following link:**

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 2 & 7

*Reviewing and Approving the Budget:*

In the spring of each fiscal year the Grant Program Manager begins preparations for the new grant application process and the program they are responsible for oversight of. The Grant Program Managers work with the Grantor program representatives to determine the items allowability provided by the grant in concern. If a cost is found unallowable, then the cost is removed from the grant program and funds are sought elsewhere if it is an unavoidable cost or the grant program is revised to meet the guidelines of issuance by the Grantor prior to the submittal to the Grantor.

The Finance Committee and School Board approves a budget calendar each fiscal year as a guideline for the budget process. Program Managers, Department Heads, Appointed, or Elected Officials meet with staff to recognize their program needs for the new fiscal year. They then meet with financial personnel within the County Finance Department to consolidate their budget request in February - May.

- The Director of Schools take the consolidated budget to the School Board for approval, then upon approval, submits an approved budget to the Finance Committee for approval in April or May.
- The Highway Superintendent takes the consolidated budget to the Highway Commission for approval, then upon approval, submits, and approved budget to the Finance Committee for approval in April or May.
- Other Departments if governed by a committee/board take their budget to committees for approval, then upon approval, submits an approved budget to the Finance Director in April.
- Departments not governed by a committee/board submit budget request to the Finance Director for consolidation in April.

The Finance Director submits the budgets to the Finance Committee for reviews in the month of May. Upon Finance Committee approval, the Finance Director consolidates all the approved budgets for the July, Finance Committee Meeting with an appropriation resolution, tax levy resolution, debt service schedules, reserves and all Tennessee Department of the Comptroller budget requirements. The Finance Committee then approves a recommended budget and tax levy to the County Commission in their July regular scheduled meeting for approval. The County Commission approves the initial budget for the County/Districts Federal Programs Grants.

There is language in the Appropriation Resolution stating the following:

“BE IT FURTHER RESOLVED, that the Franklin County Schools’ Federal Projects Fund for the No Child Left Behind (NCLB) projects shall be the budget approved for the separate projects within the fund by the Franklin County Board of Education. Be it further resolved that the Individuals with Disabilities Education Act (IDEA – Part B and Preschool) and Carl Perkins Vocational projects shall be the budget approved for the separate projects within the fund by the Franklin County Board of Education and the Tennessee Department of Education. This budget includes a \$100,000 transfer from the School General Fund to the Federal Projects Fund for operational purposes and a transfer back at year end.”

The School Program Managers upon receiving the award letters, works with the Finance Director or Deputy Director to prepare amendments for approval by the School Board. There are no further approvals to obtain and the Federal Programs budget can be amended in the NextGen software within the Finance Office.

### ***After receiving the grant award letter***

The grant award letter is received by the School Program Managers and is reviewed with the Director of Schools. If there are program changes that need to be addressed, it is worked out by the Director of Schools and the Program Managers. If budget amendments are required, the Finance Director or Deputy Director help prepare amendments submitted for approval by the School Board.

If the award letter does not concern the School District, the letter is reviewed with the Finance Director. Program matters are discussed in regard to budget amendments needed, allowable cost. The Finance Director prepares an amendment and submits it for approval to the Finance Committee if it is not a program allowed inter-category amendment. The Finance Committee sends the recommended budget amendments to the next County Commission meeting for approval. Once Commission approved the amendment can be posted in the Finance Office NextGen Software.

If the amendment is an allowable inter-category amendment the Finance Director and corresponding Department head can approve the amendment, by signature. (i.e. Finance Director and Director of Schools; Finance Director and Highway Superintendent; Department Head, Finance Director and County Mayor). Once approved by all parties, the amendment can be posted in the Finance Office NextGen Software.

### ***Amending the Budget***

If budget amendments are required, the Finance Director or Deputy Director help prepare amendments submitted for approval by the School Board.

If other federal program amendments are required the Finance Director prepares an amendment and submits it for approval to the Finance Committee if it is not a program allowed inter-category amendment. The Finance Committee sends the recommended budget amendments to the next County Commission meeting for approval. Once Commission approved the amendment can be posted in the Finance Office NextGen Software.

If the amendment is an allowable inter-category amendment the Finance Director and corresponding Department head can approve the amendment, by signature. (i.e. Finance Director and Director of Schools; Finance Director and Highway Superintendent; Department Head, Finance Director and County Mayor). Once approved by all parties, the amendment can be posted in the Finance Office NextGen Software by the Finance Director and/or Deputy Finance Director.

### ***Budget Control***

The County monitors its financial performance by comparing and analyzing actual results with budgeted results. Under direction of the Finance Director, designated Finance Staff, prepare and email reports to Federal Program Managers and all Department Heads on a monthly basis for their review. The Finance Director reviews all non-school related budgets including Federal, State, or Other Source funding budgets and the Deputy Finance Director reviews all School Federal Program budgets both on a monthly basis.

Both the Finance Director and Deputy Finance Director corresponds and meets as necessary to review the activity of all Federal, State and Other Sourced Budgets. If there are significant changes that need to be made, they are addressed through the budget amendment process as described above. Grant Program Managers may need to seek guidance from their Federal, State, or Other Source Contacts.

### D. Accounting Records

Franklin County, TN operates under “The Financial Act of 1981”. As such the Finance Department is responsible for all accounting records for Franklin County, TN. The policies and procedures for accounting records in regard to assets, liabilities, revenues, expenses & internal control are outlined in the following document: Finance Department – Policies and Procedures Manual.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) are in Chapter 2 & 3

The chart of accounts utilized by Franklin County, TN is provided by the State of Tennessee and is kept on file with the Finance Director and found at the following page with a link titled “Chart of Accounts”:

<http://www.comptroller.tn.gov/la/LGSlocalGovernment.asp>

### E. Spending Grant Funds

Franklin County Grant Program Managers work with State, Federal and/or Other Grant Source representatives in determining allowable cost for their specific grant program. In this cooperative partnership guideline requirements from EDGAR and 2 C. F. R. Part 200 are sure to be met. All grant contracts have specifics in regard to allowable expenses for that specific grant. The local Grant Program Managers also work with the Finance Director and Deputy Director to ensure which guidelines should be referred to in the budget and purchasing process. Whether School, Highway, County, Solid Waste, Rural Fire, Drug Control, or Library, whichever guideline is

found to be most stringent is followed, whether Federal, State, County or other source, in origin. When budgets are approved at the Grantor level an award letter is received. The local Grant Program Managers are responsible for the program management of the grants on the local level. And contacting the Grantors for all required permissions prior to spending. Federal Programs Fiscal Management Policy is found within the Finance Policies and Procedures Manual:

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) are in Chapter 9

### ***Direct and Indirect Costs Defined***

*Determining Whether a Cost is Direct or Indirect:* Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. 2 C.F.R. § 200.413(a). Indirect costs are those that have been incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. 2 C.F.R. § 200.56. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs. 2 C.F.R. § 200.413(a).

Identification with the federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect costs of Federal awards. Typical costs charged directly to a Federal award are the compensation of employees who work on that award, their related fringe benefit costs, the costs of materials and other items of expense incurred for the Federal award. 2 C.F.R. § 200.413(b). The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

- Administrative or clerical services are integral to a project or activity;
- Individuals involved can be specifically identified with the project or activity;
- Such costs are explicitly included in the budget or have the prior written approval of the federal awarding agency; and
- The costs are not recovered as indirect costs. 2 C.F.R. § 200.413(c).

*Indirect Cost Rate:* TDOE approves indirect cost rates for one year. The TDOE fiscal agent for Franklin County, TN prepares the required TDOE spreadsheet for the determination of Franklin County's indirect-Cost Non-Restricted and Restricted Programs utilizing the ePlan web-based program. In February or March of each fiscal year when the rate is determined the annual

Indirect Cost rate form is sent to the Director of Schools for signature verifying and authorizing the rates for the new fiscal year of Federal Program Grants. The Indirect Cost TDOE manual, spreadsheet and verification form can be found at the following link:

[http://www.tn.gov/assets/entities/education/attachments/loc\\_fin\\_indirect\\_cost\\_manual.pdf](http://www.tn.gov/assets/entities/education/attachments/loc_fin_indirect_cost_manual.pdf)

is referred to in Chapter 9

*Applying the Indirect Cost Rate:* Once the District has an approved indirect cost rate, the percentage is multiplied against the actual direct costs (excluding distorting items such as equipment, contracts in excess of \$25,000, pass-through funds, etc.) incurred under a particular grant to produce the dollar amount of indirect costs allowable to that award. 34 C.F.R § 75.564; 34 C.F.R. § 76.569. Once the District applies the approved rate, the funds that may be claimed for indirect costs have no federal accountability and may be used as if they were non-federal funds. For Direct Grants, reimbursement of indirect costs is subject to the availability of funds and statutory or administrative restrictions. 34 C.F.R. § 75.564.

Where a federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap must include all direct administrative charges as well as any recovered indirect charges.

If indirect cost is available for grants other than the Department of Education, Franklin County has been allowed to utilize the current approved indirect cost rate for the School District for other such grants when approved by the Grantor (i.e. Federal Office of Justice Programs). Indirect Cost is utilized when possible as a rule, unless it would interfere with the grant program resulting in a negative impact.

### ***Determining Allowability of Costs***

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval from the state.

When determining how the County will spend its grant funds, local Grant Program & Fiscal Managers will review the proposed cost to determine whether it is an allowable use of federal grant funds *before* obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 C.F.R. § 200.403 or other Federal Guidelines, which are provided in the bulleted list below. Local Grant Program & Fiscal Managers must consider these factors when making an allowability determination.

- **Be Necessary and Reasonable for the performance of the federal award.** County/District staff must consider these elements when determining the reasonableness of a cost. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices.

When determining reasonableness of a cost, consideration must be given to:

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of the County/District or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state and other laws and regulations; and terms and conditions of the federal award.
- Market prices for comparable goods or services for the geographic area.
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the County/District, its employees, its students, the public at large, and the federal government.
- Whether the County/district significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the federal award's cost. 2 C.F.R. § 200.404

While 2 C.F.R. § 200.404 does not provide specific descriptions of what satisfies the "necessary" element beyond its inclusion in the reasonableness analysis above, necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the district can demonstrate that the cost addresses an existing need, and can prove it. For example, the district may deem a language skills software program necessary for a limited English proficiency program.

When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant program.
- Whether the cost is identified in the approved budget or application.
- Whether there is an educational benefit associated with the cost.
- Whether the cost aligns with identified needs based on results and findings from a needs assessment.
- Whether the cost addresses program goals and objectives and is based on program data.

- **Allocable to the federal award.** A cost is allocable to the federal award if the goods or services involved are chargeable or assignable to the federal award in accordance with the relative benefit received. This means that the federal grant program derived a benefit in proportion to the funds charged to the program. 2 C.F.R. § 200.405. For example, if 50% of a teacher's salary is paid with grant funds, then that teacher must spend at least 50% of his or her time on the grant program.
- **Consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the County/District.**
- **Conform to any limitations or exclusions set forth as cost principles in Part 200 or in the terms and conditions of the federal award.**
- **Consistent treatment.** A cost cannot be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been assigned as an indirect cost under another award.
- **Adequately documented.** All expenditures must be properly documented.
- **Be determined in accordance with general accepted accounting principles (GAAP), unless provided otherwise in Part 200.**
- **Not included as a match or cost-share, unless the specific federal program authorizes federal costs to be treated as such.** Some federal program statutes require the non-federal entity to contribute a certain amount of non-federal resources to be eligible for the federal program.
- **Be the net of all applicable credits.** The term "applicable credits" refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the state relate to the federal award, they shall be credited to the federal award, either as a cost reduction or a cash refund, as appropriate. 2 C.F.R. § 200.406.

Credits from all grant funds are applied to the appropriate grant in which they occurred. Travel cost are paid for by check or credit card of Franklin County, TN. In this way, points or credits are not incurred for employees traveling on behalf of Franklin County, TN.

If there is an incident where a credit is received after the close of a grant. The local Grant Program Manager works with their Federal, State or Other Source fiscal representative to determine if the funds need to be sent back to the Grantor or allowed to be spent on the program. The Finance Director and Deputy Director work with the local Grant Program Managers in the appropriate approved resolution of the credit.

Part 200's cost guidelines must be considered when federal grant funds are expended. As provided above, federal rules require state- and County/District-level requirements and policies regarding expenditures to be followed as well. For example, state and/or County/District policies relating to travel or equipment may be narrower than the federal rules, and the stricter State and/or County/District policies must be followed. Further, certain types of incentives are allowable under federal law, but are not allowable under State law.

***Selected Items of Cost***

Part 200 examines the allowability of 55 specific cost items (commonly referred to as Selected Items of Cost) at 2 C.F.R. §§ 200.420-200.475. These cost items are listed in the chart below along with the citation where it is discussed whether the item is allowable. Please do not assume that an item is allowable because it is specifically listed in the regulation as it may be unallowable despite its inclusion in the selected items of cost section. The expenditure may be unallowable for a number of reasons, including: the express language of the regulation states the item is unallowable; the terms and conditions of the grant deem the item unallowable; or State/local restrictions dictate that the item is unallowable. The item may also be unallowable because it does not meet one of the cost principles, such as being reasonable because it is considered too expensive. If an item is unallowable for any of these reasons, federal funds cannot be used to purchase it.

County/District personnel responsible for spending federal grant funds and for determining allowability must be familiar with the Part 200 selected items of cost section. The County/District must follow these rules when charging these specific expenditures to a federal grant. When applicable, County/District staff must check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, County/District and program-specific rules may deem a cost as unallowable and County/District personnel must follow those non-federal rules as well.

The selected item of cost addressed in Part 200 includes the following (in alphabetical order):

<b>Item of Cost</b>	<b>Citation of Allowability Rule</b>
Advertising and public relations costs	2 C.F.R. § 200.421

Advisory councils	2 C.F.R. § 200.422
Alcoholic beverages	2 C.F.R. § 200.423
Alumni/ae activities	2 C.F.R. § 200.424
Audit services	2 C.F.R. § 200.425
Bad debts	2 C.F.R. § 200.426
Bonding costs	2 C.F.R. § 200.427
Collection of improper payments	2 C.F.R. § 200.428
Commencement and convocation costs	2 C.F.R. § 200.429
Compensation – personal services	2 C.F.R. § 200.430
Compensation – fringe benefits	2 C.F.R. § 200.431
Conferences	2 C.F.R. § 200.432
Contingency provisions	2 C.F.R. § 200.433
Contributions and donations	2 C.F.R. § 200.434
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 C.F.R. § 200.435
Depreciation	2 C.F.R. § 200.436
Employee health and welfare costs	2 C.F.R. § 200.437
Entertainment costs	2 C.F.R. § 200.438
Equipment and other capital expenditures	2 C.F.R. § 200.439
Exchange rates	2 C.F.R. § 200.440
Fines, penalties, damages and other settlements	2 C.F.R. § 200.441
Fund raising and investment management costs	2 C.F.R. § 200.442
Gains and losses on disposition of depreciable assets	2 C.F.R. § 200.443
General costs of government	2 C.F.R. § 200.444
Goods and services for personal use	2 C.F.R. § 200.445
Idle facilities and idle capacity	2 C.F.R. § 200.446
Insurance and indemnification	2 C.F.R. § 200.447
Intellectual property	2 C.F.R. § 200.448
Interest	2 C.F.R. § 200.449
Lobbying	2 C.F.R. § 200.450
Losses on other awards or contracts	2 C.F.R. § 200.451
Maintenance and repair costs	2 C.F.R. § 200.452
Materials and supplies costs, including costs of computing devices	2 C.F.R. § 200.453
Memberships, subscriptions, and professional activity costs	2 C.F.R. § 200.454
Organization costs	2 C.F.R. § 200.455
Participant support costs	2 C.F.R. § 200.456
Plant and security costs	2 C.F.R. § 200.457

Pre-award costs	2 C.F.R. § 200.458
Professional services costs	2 C.F.R. § 200.459
Proposal costs	2 C.F.R. § 200.460
Publication and printing costs	2 C.F.R. § 200.461
Rearrangement and reconversion costs	2 C.F.R. § 200.462
Recruiting costs	2 C.F.R. § 200.463
Relocation costs of employees	2 C.F.R. § 200.464
Rental costs of real property and equipment	2 C.F.R. § 200.465
Scholarships and student aid costs	2 C.F.R. § 200.466
Selling and marketing costs	2 C.F.R. § 200.467
Specialized service facilities	2 C.F.R. § 200.468
Student activity costs	2 C.F.R. § 200.469
Taxes (including Value Added Tax)	2 C.F.R. § 200.470
Termination costs	2 C.F.R. § 200.471
Training and education costs	2 C.F.R. § 200.472
Transportation costs	2 C.F.R. § 200.473
Travel costs	2 C.F.R. § 200.474
Trustees	2 C.F.R. § 200.475

Likewise, it is possible for the State and/or County/District to put additional requirements on a specific item of cost. Under such circumstances, the stricter requirements must be met for a cost to be allowable. Accordingly, employees must consult Federal, State and County/District requirements when spending federal funds. For example, often the State’s travel rules are more restrictive than federal rules, which means the State’s policies must be followed.

In order for a cost to be allowable, the expenditure must also be allowable under the applicable program statute (e.g., Title I of the Elementary and Secondary Education Act (ESEA), or the Carl D. Perkins Career and Technical Education Act (Perkins)), along with accompanying program regulations, non-regulatory guidance, and grant award notifications.

The state and/or County/District rules related to some specific cost items are discussed below. County/District employees must be aware of these State and County/District rules and ensure they are complying with these requirements. The following link to Franklin County Finance Policies & Procedures Manual addresses local policy on allowable cost.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 9.2.1

### ***Frequent Types of Costs***

Travel: Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of a grant recipient. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the recipient's non-federally funded activities and in accordance with the recipient's written travel reimbursement policies. 2 C.F.R § 200.474(a).

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the County in its regular operations as the result of its written travel policy. In addition, if these costs are charged directly to the federal award, documentation must be maintained that justifies that (1) participation of the individual is necessary to the federal award; and (2) the costs are reasonable and consistent with the County's established policy. 2 C.F.R § 200.474(b).

Franklin County travel policies are outlined in the Finance Policy & Procedures manual:

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 12

### ***Helpful Questions for Determining Whether a Cost is Allowable***

In addition to the cost principles and standards described above, local Grant Program Managers and Fiscal Managers can refer to this section for a useful framework when performing an allowability analysis. In order to determine whether federal funds may be used to purchase a specific cost, it is helpful to ask the following questions:

- Is the proposed cost allowable under the relevant program?
- Is the proposed cost consistent with an approved program plan and budget?
- Is the proposed cost consistent with program specific fiscal rules?
  - For example, the District may be required to use federal funds only to supplement the amount of funds available from nonfederal (and possibly other federal) sources.
- Is the proposed cost consistent with EDGAR of 2 C.F.R. § 200?
- Is the proposed cost consistent with specific conditions imposed on the grant (if applicable)?

As a practical matter, local Grant Program Managers and Fiscal Managers should also consider whether the proposed cost is consistent with the underlying needs of the program. For example, program funds must benefit the appropriate population of students for which they are allocated. This means that, for instance, funds allocated under Title III of the Elementary and Secondary Education Act (ESEA) governing language instruction programs for limited English proficient (LEP) students must only be spent on LEP students and cannot be used to benefit non-LEP students. Further, under most major elementary and secondary education programs, recipients

Also, funds should be targeted to address areas of weakness, as necessary. To make this determination, local Grant Program Managers and Fiscal Managers should review data when making purchases to ensure that federal funds will meet these areas of concern.

#### F. Federal Cash Management Policy/Procedures

The County will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the County, in accordance with the Cash Management Improvement Act at 31 C.F.R. Part 205. Generally, the County receives payment from the TDOE or other State/Federal Agency on a reimbursement basis. 2 C.F.R. § 200.305. However, if the County receives an advance in federal grant funds, the County will remit interest earned on the advanced payment quarterly to the federal agency. The County may retain interest amounts up to \$500 per year for administrative expenses. 2 C.F.R. § 200.305(b)(9).

According to guidance from the U.S. Department of Education (ED), when calculating the interest earned on ED grant funds, in any situation where the State draws from the G5 system in advance of the District using non-federal funds to pay vendors and/or employees, the only events and dates that are relevant are: 1) the date on which the federal grant funds are drawn down by the State; and 2) the date on which those funds are disbursed by the District. Any interest earned on those funds while on-deposit in the District's bank account after drawdown and before disbursement must be included in the interest earned calculation.

#### ***Payment Methods***

Reimbursements: All reimbursements are based on actual disbursements, not on obligations. The County may initially charge federal grant expenditures to nonfederal funds.

The County Finance Director or the Finance Director designee will request reimbursement for actual expenditures incurred under the federal or other grants **at least monthly, however most are only required quarterly**. Reimbursement requests will be submitted via ePlan or the other

appropriate designated programs. All reimbursements are based on actual disbursements, not on obligations.

Reimbursement request are not required to have prior approval. As the local fiscal accountant is the financial monitoring source for the grant.

Consistent with state and federal requirements, the County will maintain source documentation supporting the federal expenditures requisitions, quotes, bid documents, invoices, check stubs, time sheets, electronic payroll records and stubs, etc.] and will make such documentation available for the TDOE review upon request.

Reimbursements of actual expenditures do not require interest calculations.

*Advances:* To the extent the County receives advance payments of federal grant funds, the County will strive to expend the federal funds on allowable expenditures within 72 hours of receipt. The County will hold federal advance payments in interest-bearing accounts, unless an allowable exception applies. The County will calculate interest earned on cash balances after 72 hours of receipt of advance payments.

Interest will be calculated quarterly as necessary. Franklin County only claims federal funds based on expenses already incurred as to alleviate the issue of earning interest on federal, state or other funding sources monies. However, if interest was found due the total federal grant cash balances will be calculated on cash balances per grant and applying the County's actual interest rate. The County may retain up to \$500 of interest earned per year. Within 30 days of the end of the quarter, the County Finance Director or Deputy Director will remit interest earned on U.S. Department of Education grants in excess of \$500 to Department of Health and Human Services Payment Management System, Rockville, MD 20852. The interest remittance will be prepared by the Finance Director and/or Deputy Director and back up documentation kept on file at the finance department.

## G. Timely Obligation of Funds

### ***When Obligations are Made***

Obligations are orders placed for property and services, contracts and sub-awards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period. 34 C.F.R. § 200.71

The following table illustrates when funds are determined to be obligated under federal regulations:

<b>If the obligation is for:</b>	<b>The obligation is made:</b>
Acquisition of property	On the date which the County makes a binding written commitment to acquire the property
Personal services by an employee of the County	When the services are performed
Personal services by a contractor who is not an employee of the County	On the date which the County makes a binding written commitment to obtain the services
Public utility services	When the County receives the services
Travel	When the travel is taken
Rental of property	When the County uses the property
A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 C.F.R. part 200, Subpart E-Cost Principles.	On the first day of the project period.

34 C.F.R. § 75.707; 34 C.F.R. § 76.707.

***Period of Availability of Federal Funds***

All obligations must occur on or between the beginning and ending dates of the grant project. 34 C.F.R. § 76.707. This period of time is known as the period of availability. The period of availability is dictated by statute and will be indicated in the grant award letter. Further, certain grants have specific requirements for carryover funds that must be adhered to.

*State-Administered Grants:* As a general rule, state-administered federal funds are available for obligation within the year that Congress appropriates the funds for. However, given the unique nature of educational institutions, for many federal education grants, the period of availability is 27 months. Federal education grant funds are typically awarded on July 1 of each year. While the County will always plan to spend all current grant funds within the year the grant was appropriated for, the period of obligation for any grant that is covered by the “Tydings Amendment” is 27 months, extending from July 1 of the fiscal year for which the funds were appropriated through September 30 of the second following fiscal year. This maximum period includes a 15-month period of initial availability, plus a 12-month period for carryover. 34 C.F.R.

§ 76.709. For example, funds awarded on July 1, 2015 would remain available for obligation through September 30, 2017.

Direct Grants: In general, the period of availability for funds authorized under direct grants is identified in the grant award letter.

For both state-administered and direct grants, regardless of the period of availability, the County must liquidate all obligations incurred under the award not later than 90 days after the end of the funding period unless an extension is authorized. 2 C.F.R. § 200.343(b). Any funds not obligated within the period of availability or liquidated within the appropriate timeframe are said to lapse and must be returned to the awarding agency. 2 C.F.R. § 200.343(d). Consequently, the County closely monitors grant spending throughout the grant cycle.

### **Carryover**

State-Administered Grants: As described above, the Tydings Amendment extends the period of availability for applicable state-administered program funds. Essentially, it permits recipients to “carryover” any funds left over at the end of the initial 15 month period into the next year. These leftover funds are typically referred to as carryover funds and continue to be available for obligation for an additional 12 months. 34 C.F.R. § 76.709. Accordingly, the County may have multiple years of grant funds available under the same program at the same time.

The District Final Expenditure Report (FER) is reconciled and submitted to TDOE via ePlan. Any carryover funds are automatically transferred to the current grant application to be budgeted prior to expending. For programs with carryover limitations (i.e. ESEA Title I, Title III) a carryover waiver request letter will be submitted to TDOE when the carryover exceeds the cap.

For Non-District grants the final expenditure reporting is due on the date as specified in each individual grant. Final Grant Program reports as well are completed by the Local Program Grant Managers and submitted to the Federal, State, or Other Grantor Representative to close the Grant Program. All Grants have different reporting requirements and are handled as required to fulfill the Grantee obligations.

Direct Grants: Grantees receiving direct federal grants are not covered by the 12 month Tydings period, i.e. ESEA-Title VI, SRSA. However, under 2 C.F.R. § 200.308, direct grantees enjoy unique authority to expand the period of availability of federal funds. The County is authorized to extend a direct grant automatically for one 12-month period. Prior approval is not required in these circumstances; however, in order to obtain this extension, the County must provide written notice to the federal awarding agency at least 10 calendar days before the end of the period of performance specified in the award. This one-time extension may not be exercised merely for the purpose of using unobligated balances.

The County will seek prior approval from the federal or other agency when the extension will not be contrary to federal statute, regulation or grant conditions and:

- The terms and conditions of the Federal award prohibit the extension;
- The extension requires additional Federal funds; or
- The extension involves any change in the approved objectives or scope of the project. 2 C.F.R. § 200.308(d)(2).

Local Grant Program Managers discern if extensions will be necessary for their current grant programs. Decisions will be based on remaining school year, staffing, materials needs, the progress of the program and the grant period availability within the grant contract's prescribed guidelines. The request are signed by the appropriate authoritative representative for the County/District; Director of Schools, Highway Superintendent or County Mayor. Signed extension request are then forwarded to the appropriate Grantor designee with the corresponding information needed to determine if the request is valid. The Grantor's designated contact receives the request. The authorized party representing the Grantor make the determination as to the validity of the request, and gives approval if granted in writing to the Grantee.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 9.2.2

## H. Program Income

### ***Definition***

Program income means gross income earned by a grant recipient that is directly generated by a supported activity or earned as a result of the federal award during the grant's period of performance. 2 C.F.R. § 200.80.

Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds. Interest earned on advances of federal funds is not program income. Except as otherwise provided in federal statutes, regulations, or the terms and conditions of the federal award, program income does not include rebates, credits, discounts, and interest earned on any of them. 2 C.F.R. § 200.80. Additionally, taxes, special assessments, levies, fines, and other such revenues raised by a recipient are not program income unless the revenues are specifically identified in the federal award or federal

awarding agency regulations as program income. Finally, proceeds from the sale of real property, equipment, or supplies are not program income. 2 C.F.R. § 200.307.

### ***Use of Program Income***

The default method for the use of program income for the County is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the County is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The Local Agency may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2).

While the deduction method is the default method, the County always refers to the grant award letter prior to determining the appropriate use of program income.

Franklin County does not have grants that operate for profit. Departments that administer grants may receive donations outside of the grants specified for specific use by the donor. An appropriate revenue line is used from the State of Tennessee Uniform Chart of Accounts for deposit with the Franklin County Trustee. (i.e. 141-48130 School General Fund – Contributions or 141-48610 - Donations). These funds are then budgeted by the Finance Director or Deputy Finance Director as offsetting revenue/expenditure, to expend the funds as designated by the contributor or donor.) The process for a budget amendment is outlined in C-6 of the document.

## **III. Procurement System**

The County maintains the following purchasing procedures.

### **A. Responsibility for Purchasing**

Under the Financial Act of 1981, the Franklin County Finance Department is responsible for all purchases made for Franklin County, TN. The Director of Schools, Highway Superintendent, County Mayor, and other Department Heads have the authority to designate within their departments positions responsible for executing a requisition for items over \$25.00. Notification to the Finance Department is on file of the designee list. Signed requisitions are submitted to the Finance Department for determination of funds availability and other applicable markers as

restricted funds, etc. The Finance Director or designee determines the availability of funds & reasonableness of the purchase. If available a purchase order number is given and then processed. Signatures to authorize funds and purchases are as follows:

- School District – Finance Director or Deputy Director
- Highway – Finance Director & Highway Superintendent
- County – Finance Director & County Mayor  
(Each position has a backup when absent. The Deputy Finance Director for the Finance Director; the Assistant School Director for the School Director; the Highway Commission Chairman for the Highway Superintendent; the County Commission Chairman for the County Mayor)

Single Items that cost more than \$500 require three quotes, if possible. Single Source items are an exception for the quote requirement. Documentation or notes are required for this allowance. The Bid Threshold for Franklin County is \$25,000. The Finance Director is the Purchasing Agent for Franklin County, TN.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 8

## B. Purchase Methods

The type of purchase procedures required depends on the cost of the item(s) being purchased. **Note, if state or local procurement policy is more restrictive than the federal purchase methods below, counties/districts must always follow the most restrictive policy.**

### ***Purchases up to \$25,000***

T.C.A. Annotated (T.C.A.) allows a district to choose to follow the prescribed purchasing procedures of the district's local governing body, or to develop its own policies and procedures. T.C.A. § 49-2-203 (a)(3)(B) states, "If the LEA chooses not to follow the local governing body's purchasing procedures, all purchases of less than ten thousand dollars (\$10,000) may be made in the open market without newspaper notice, but shall, whenever possible, be based upon at least three (3) competitive bids." **The 2015 Public Chapter 457 amended Title 12, Chapter 3 authorizes the County commission by resolution, to increase the threshold over which public advertisement and sealed competitive bids or proposals are required to an amount up to \$25,000 for non-emergency, non-proprietary purchases in counties having "centralized purchasing" and a full time purchasing agent. The Franklin County Commission approved this Resolution 8f-0915 on September 21, 2015, to raise Franklin County's bid threshold to \$25,000.**

- Procurement Documents
  - A signed requisition is utilized by all departments to request a purchase order.

- Purchase order numbers are generated by an Excel spreadsheet. Finance designated personnel have access to this file and are able to give numbers based on legitimate approved requisitions in hand.
- Purchase orders are then entered into the FlexGen purchasing software by the designated finance personnel. When printed there is a pre-printed form utilized in the process, the purchase order is then clipped to the requisition, etc. for approval.
- Required information contained on the purchase order
  - Should include a description of the services to be performed or goods to be delivered;
  - A location where the services are to be performed or goods to be delivered; and
  - The appropriate dates of service or delivery & delivery conditions
  - Cost of Service or Goods
  - Purchase Order Number
  - County Contact for the Purchase
  - Contract, Bid or Grant Information
- The original green executed purchase order is kept with finance department, accounts payable personnel, with the requisition and corresponding documentation pertinent to the purchase. The purchase order is kept in an Excel file database and in the FlexGen Purchasing Software for accounting purposes.
- Responsibilities
  - Department Heads designate personnel within their department to handle the issuance of a requisition.
  - Department designees fill out the requisitions and seeks Department Head approval?
  - If a contract is involved, Department Heads obtain draft contracts from Vendors or attorneys. Contracts are reviewed. Contracts spanning more than one fiscal year require Franklin County Commission approval by resolution.
  - Mutli-year contracts are given to the Finance Director for submittal to the Finance Committee for review and recommendation to the County Commission. School and Highway Multi-year contracts are first approved by the School Board and Highway Commission
  - The County Commission upon approving the multi-year contracts give the authority of signature to the Finance Director.
- Required Number and Types of Quotations
  - Three quotes are required for single items over the \$500 limit
  - Quotes may be oral or written, a finance form is on hand for use, but not required.
  - If written, the quotes are received by the person responsible for the requisition.

- The three quotes must be received before a purchase order, requisition, or contract is made. If not available, notes as to the reason are needed.
- The person responsible for the preparation of the requisition is responsible for obtaining the quotes, unless they require assistance from the finance department.
- Quote information is kept with the requisition and purchase order as back up documentation.

### ***Purchases over \$25,000***

T.C.A. Annotated allows a district to choose to follow the prescribed purchasing procedures of the district's local governing body, or to develop its own policies and procedures. Regarding purchases estimated to exceed ten thousand dollars (\$10,000), T.C.A. § 49-2-203 (a)(3)(A) states "All expenditures for such purposes may follow the prescribed procedures of the LEA's respective local governing body, so long as that body, through its charter, private act or ordinance has established a procurement procedure that provides for advertisement and competitive bidding, except that, if a newspaper advertisement is required, it may be waived in case of emergency.

If the LEA chooses not to follow the local governing body's purchasing procedures, all expenditures for such purposes estimated to exceed ten thousand dollars (\$10,000) or more shall be made on competitive bids, which shall be solicited by advertisement in a newspaper of general circulation in the County, except that the newspaper advertisement may be waived in the event of an emergency. School districts that have a purchasing division may use a comprehensive vendor list for the purpose of soliciting competitive bids; provided, further, that the purchasing division shall periodically advertise in a newspaper of general circulation in the County for vendors and shall update the list of vendors following the advertisement."

Regarding purchases less than ten thousand dollars (\$10,000) T.C.A. § 49-2-203 (a)(3)(B) states "If the LEA chooses not to follow the local governing body's purchasing procedures, all purchases of less than ten thousand dollars (\$10,000) may be made in the open market without newspaper notice, but shall, whenever possible, be based upon at least three (3) competitive bids."

**The 2015 Public Chapter 457 amended Title 12, Chapter 3 authorizes the County commission by resolution, to increase the threshold over which public advertisement and sealed competitive bids or proposals are required to an amount up to \$25,000 for non-emergency, non-proprietary purchases in counties having "centralized purchasing" and a full time purchasing agent. The Franklin County Commission approved this Resolution 8f-0915 on September 21, 2015, to raise Franklin County's bid threshold to \$25,000.**

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 8

**Purchases over \$25,000, require advertised, competitive signed & sealed bids:**

- Procurement Documents upon completion of the competitive advertised and sealed bid.
  - A Request for Bids form is completed at the beginning of the bid process noting whether the department head wishes to complete the requisition process or if they wish the Finance Director to process the requisition after the waiting period of a bid awarded by the Finance Director.
  - A standard Franklin County Finance “Requisition Form” is generated by the Department Heads designee or the Finance Director and has required information attached to the requisition in order for the finance department to determine if a purchase order can be issued for the request. Requisition copies are kept on file within the department making the request. The requisition forms are not numbered.
  - When a purchase is made the following information must be contained on the purchase order
    - Bid Date, time and number if applicable
    - Should include a description of the services to be performed or goods to be delivered;
    - A location where the services are to be performed or goods to be delivered; and
    - The appropriate dates of service or delivery.
    - Cost of Service or Goods
    - Purchase Order Number
    - County Contact for the Purchase
    - Contract, Bid or Grant Information
  - Once the purchase is made. The Department head designee, sends the packing slip, invoice, or any other verification that services or goods have been received and are in good order and can be paid for to the finance department accounts payable designee responsible for the payment of their department’s invoices. All Purchase Orders, Requisitions and other information obtained from the department are kept on file with the original invoice and check stub after payment. Documentation is filed in alphabetical order of the Vendor at the Finance Department.
  - The bid file contains all the required information to determine if a purchase order can be issued and kept on file with the Finance Director seven years at the end of the bid contract period unless, Federal, State or Other Grantee sources dictate longer.
- Responsibilities
  - The requisition is filled out by the requesting department personnel or the Finance Director if requested on the “Request for Bids” form

- The Finance Director or the Director's Designee receives the requisition and approves it
- If a contract is involved, Department Heads obtain draft contracts from Vendors or attorneys. Contracts are reviewed. Contracts spanning more than one fiscal year require Franklin County Commission approval by resolution.
- Multi-year contracts are given to the Finance Director for submittal to the Finance Committee for review and recommendation to the County Commission. School and Highway Multi-year contracts are first approved by the School Board and Highway Commission
- The County Commission upon approving the multi-year contracts give the authority of signature to the Finance Director.
- Required Number and Types of Quotations
  - When a bid is processed it is favorable to receive three or more bids, however not a requirement if the one or two bids are found competitive and reasonable
  - Bids and Request for Proposals are in an "Official Bid Document" form, signed, sealed, and delivered.
  - Bids are received in the Finance Department by a specified date and time and are time stamped and logged in the bid file
  - Purchase orders aren't processed until three business days after a bid award is processed. If the bid award is under protest, the protest is resolved prior to the purchase order approval.
  - The Finance Director is the Purchasing Agent and responsible for receiving bids and Request for Proposals
  - Bid Files are kept in the Finance Department in accordance to the Record Management Act. The Following completes a bid file
    - A. Executed "Request for Bid" Form
    - B. Draft Specifications provided by the Department for the Bid
    - C. Correspondence of the Notice of Bid to the local paper, etc. and a copy of notice
    - D. Official Bid Packet – prepared by the Finance Department
    - E. List of Vendors contacted and invited to bid
    - F. Bid Packet Request correspondence
    - G. Bid Log, with date & time received
    - H. Bid Meeting Attendance Log
    - I. Original Bid Submittals
    - J. Bid Award Letter, Proof of correspondence,
    - K. Bid Protest if applicable and Protest response and resolution documents

Competitive Proposals: The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- Proposals must be solicited from an adequate number of qualified sources; and
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

For competitive proposals, EDGAR requires recipients to have a written method for conducting technical evaluations of the proposals received and for selecting recipients.

Request for Proposals are handled in the same matter as advertised sealed bids

- Procurement Documents upon completion of the competitive advertised and sealed Request for Proposal.
  - A Request for Bids form is completed at the beginning of the bid process noting whether the department head wishes to complete the requisition process or if they wish the Finance Director to process the requisition after the waiting period of a bid awarded by the Finance Director.
  - A standard Franklin County Finance “Requisition Form” is generated by the Department Heads designee or the Finance Director and has required information attached to the requisition in order for the finance department to determine if a purchase order can be issued for the request. Requisition copies are kept on file within the department making the request. The requisition forms are not numbered.
  - When a purchase is made the following information must be contained on the purchase order
    - Request for Proposal Date, time and number if applicable
    - Should include a description of the services to be performed or goods to be delivered;
    - A location where the services are to be performed or goods to be delivered; and
    - The appropriate dates of service or delivery.
    - Cost of Service or Goods
    - Purchase Order Number
    - County Contact for the Purchase

- Contract, Request for Proposal or Grant Information
  - Once the service is rendered and complete. The Department head designee, sends the invoice or any other verification that services or goods have been received and are in good order and can be paid for to the finance department accounts payable designee responsible for the payment of their department's invoices. All Purchase Orders, Requisitions and other information obtained from the department are kept on file with the original invoice and check stub after payment. Documentation is filed in alphabetical order of the Vendor at the Finance Department.
  - The Request for Proposal file contains all the required information to determine if a purchase order can be issued and kept on file with the Finance Director seven years at the end of the contract period unless, Federal, State or Other Grantee sources dictate longer.
- Responsibilities
  - The requisition is filled out by the requesting department personnel or the Finance Director if requested on the "Request for Bids" form
  - The Finance Director or Director Designee receives the requisition and approves it
  - If a contract is involved, Department Heads obtain draft contracts from Vendors or attorneys. Contracts are reviewed. Contracts spanning more than one fiscal year require Franklin County Commission approval by resolution.
  - Multi-year contracts are given to the Finance Director for submittal to the Finance Committee for review and recommendation to the County Commission. School and Highway Multi-year contracts are first approved by the School Board and Highway Commission
  - The County Commission upon approving the multi-year contracts give the authority of signature to the Finance Director.
- Required Number and Types of Quotations
  - When a Request for Proposal is processed it is favorable to receive three or more bids, however not a requirement if the one or two responses are found competitive and reasonable
  - Request for Proposals are in the requested format as applicable, signed, sealed, and delivered.
  - Request for Proposals are received in the Finance Department by a specified date and time and are time stamped and logged in the Proposal file
  - Purchase orders aren't processed until three business days after a Proposal award is processed. If the bid award is under protest, the protest is resolved prior to the purchase order approval.

- The Finance Director is the Purchasing Agent and responsible for receiving Request for Proposals
- Proposal Files are kept in the Finance Department in accordance to the Record Management Act. The Following completes a proposal file
  - L. Executed "Request for Bid/Proposal" Form
  - M. Draft Specifications provided by the Department for the Proposal
  - N. Correspondence of the Notice of Request for Proposal to the local paper, etc. and a copy of notice
  - O. Official Request for Proposal Packet – prepared by the Finance Department
  - P. List of Vendors contacted and invited to make a proposal
  - Q. "Request for Proposal" Packet Request correspondence
  - R. Proposal Log, with date & time received
  - S. Proposal Meeting Attendance Log
  - T. Original Proposal Submittals
  - U. Proposal Acceptance Letter & proof of correspondence
  - V. Proposal Protest if applicable and Protest response and resolution documents

Architectural/Engineering Professional Services: The County may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Contract/Price Analysis: A cost or price analysis is performed in connection with every procurement action in excess of \$150,000, including contract modifications. 2 C.F.R. § 200.323(a). A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, Counties must come to an independent estimate prior to receiving bids or proposals. 2 C.F.R. § 200.323(a).

When performing a cost analysis, the County negotiates profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to

be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. 2 C.F.R. § 200.323(b).

On contract work of this nature Franklin County utilizes professional services of an Architectural Engineer. In most cases the firm is responsible for preparing the "Official Bid Document", "Request for Proposal" Document, and the "Bid Notice" for Publication. The finance department receives bids or proposals and keeps the original files. The architectural firm administers the bid proceedings and prepares a bid or proposal tabulation and then meets with the County Mayor, Director of Schools or Highway Superintendent. If necessary the architects meet with the Commissions or Board for presentation of the project and cost results. If the project is approved to proceed an award letter is prepared by the Finance Director and there is a three business day waiting period until a requisition and purchase order can be processed.

***Noncompetitive Proposals (Sole Sourcing)***

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the County; or
- After solicitation of a number of sources, competition is determined inadequate.

*Educational Consultants and Similar Services*: In order to procure educational consultants in accordance with T.C.A. § 12-4-106(a)(1), the procurement must be paid with state or local funds:

Contracts by counties, cities, metropolitan governments towns, utility districts and other municipal and public corporations of the state, for legal services, fiscal agent, financial advisor or advisory services, educational consultant services and similar services by professional persons or groups of high ethical standards, shall not be based upon competitive bids, but shall be awarded on the basis of recognized competence and integrity. The prohibition against competitive bidding in this section shall not prohibit any entity enumerated from interviewing eligible persons or groups to determine the capabilities of such persons or groups.

Noncompetitive Proposal Methods are often utilized for Professional Services for Franklin County, TN.

- Procurement Documents upon completion of the noncompetitive Proposal Methods
  - The Department Head – Director of Schools, Highway Superintendent, County Mayor, Other Elected Official, or Finance Director may request documents from professional service providers to help ascertain qualifications and best fit with the needs of Franklin County.
  - Once the request are fulfilled the Department Heads meet with their governing board if applicable or the Finance Director to determine if the services can be provided under the Federal, State or Local guidelines.
  - A standard Franklin County Finance “Requisition Form” is generated by the Department Heads designee or the Finance Director and has required information attached to the requisition in order for the finance department to determine if a purchase order can be issued for the request. Requisition copies are kept on file within the department making the request. The requisition forms are not numbered.
  - When a purchase is made the following information must be contained on the purchase order
    - The original document file is kept in the department that request the qualifications/proposals
    - Request for Proposal Date, time and number if applicable
    - Should include a description of the services to be performed or goods to be delivered;
    - A location where the services are to be performed or goods to be delivered; and
    - The appropriate dates of service or delivery.
    - Cost of Service or Goods
    - Purchase Order Number
    - County Contact for the Purchase
    - Contract, Request for Proposal or Grant Information
  - Once the service is rendered and complete. The Department head designee, sends the invoice or any other verification that services or goods have been received and are in good order and can be paid for to the finance department accounts payable designee responsible for the payment of their department’s invoices. All Purchase Orders, Requisitions and other information obtained from the department are kept on file with the original invoice and check stub after payment. Documentation is filed in alphabetical order of the Vendor at the Finance Department.

- The Qualification/Proposal file contains all the required information to determine if a purchase order can be issued and kept on file with the Finance Director seven years at the end of the contract period unless, Federal, State or Other Grantee sources dictate longer.
- Responsibilities
  - The requisition is filled out by the requesting department personnel or the Finance Director if requested
  - The Finance Director receives the requisition and approves it
  - If a contract is involved, Department Heads obtain draft contracts from Vendors or attorneys. Contracts are reviewed. Contracts spanning more than one fiscal year require Franklin County Commission approval by resolution.
  - Multi-year contracts are given to the Finance Director for submittal to the Finance Committee for review and recommendation to the County Commission. School and Highway Multi-year contracts are first approved by the School Board and Highway Commission
  - The County Commission upon approving the multi-year contracts give the authority of signature to the Finance Director.
- Required Number and Types of Quotations
  - When a Qualifications for services are processed it is favorable to receive three or more, however not a requirement if the one or two responses are found competitive and reasonable
  - Qualification Proposals can be received by mail, email, or delivery.
  - Qualification Proposals are received in the department that the request originated from and may be time sensitive and kept in on file
  - Purchase orders are processed when the Professional Service is requested, if funding is budgeted.

### ***Cost Price Analysis and Sole Source***

A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$150,000.

### **C. Purchase & Credit Cards**

Franklin County utilizes Credit Card and Purchase Card accounts. They are handled in the same regard. The following link to the Franklin County Policies and Procedures Manual contains the policy:

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 8

#### D. Full and Open Competition

All procurement transactions must be conducted in a manner providing full and open competition consistent with 2 C.F.R § 200.319. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

EDGAR further requires the following to ensure adequate competition.

#### ***Geographical Preferences Prohibited***

The County/District must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

#### ***Prequalified Lists***

The County must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the County must not preclude potential bidders from qualifying during the solicitation period.

### ***Solicitation Language***

The County must ensure that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. 2 C.F.R § 200.319(c).

### E. Federal Procurement System Standards

#### ***Avoiding Acquisition of Unnecessary or Duplicative Items***

The County must avoid the acquisition of unnecessary or duplicative items. Additionally, consideration is given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis must be made of leases versus purchase alternatives, and another other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with federal funds.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 8.3.8

#### ***Use of Intergovernmental Agreements***

To foster greater economy and efficiency, the County shall enter into state and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 8.3.7

### ***Use of Federal Excess and Surplus Property***

The County shall consider the use of federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is In Chapter 10.5

### ***Debarment and Suspension***

The County shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The County may not subcontract with or award sub-grants to any person or company who is debarred or suspended and is required to check for excluded parties at the System for Award Management website before any procurement transaction. This list is located at: <http://www.sam.gov/>. The following is a link to the local policies & procedures:

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 8

### ***Maintenance of Procurement Records***

The County must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 2.6

### ***Time and Materials Contracts***

The County may use a time and materials type contract only if (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the County is the sum of: the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the County must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 8.3.2

### ***Settlements of Issues Arising Out of Procurements***

The County alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the County of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 8 (Bid Policy)

### ***Protest Procedures to Resolve Dispute***

The County shall maintain protest procedures to handle and resolve disputes relating to procurements and, in all instances, disclose information regarding the protest to the awarding agency.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 8 (Bid Policy)

## F. Conflict of Interest Requirements

### ***Standards of Conduct***

In accordance with 2 C.F.R. § 200.18(c)(1), the County maintains the following standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any

of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the County may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, unless the gift is an unsolicited item of nominal value.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 2.4

### ***Organizational Conflicts***

Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 C.F.R § 200.318(c)(2).

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 2.4

### ***Disciplinary Actions***

Recommendations for disciplinary action may be provided by the Ethics Committee or Finance Committee to the Department with supervising responsibility of the individual(s) of misconduct in the Franklin County purchasing policies. The responsible department head will follow through with the appropriate actions deemed necessary.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 2.4 (Ethics Policy)

### ***Mandatory Disclosure***

Upon discovery of any potential conflict, the County shall disclose in writing the potential conflict to the federal awarding agency in accordance with applicable federal awarding agency policy.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) is in Chapter 2.4 (Ethics Policy)

## G. Contract Administration

The County shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders 2 C.F.R. § 200.318.

The department head responsible for verifying that services or goods have been received as agreed to on the Franklin County Purchase Order and Contracts will provide sufficient documentation (i.e. signed invoice or packing slip, memorandum) in order for the Finance Department accounts payable personnel to make payment. If the services of an architectural or construction management firm is used, they will provide proper documentation in the form of a memorandum or a certified AIA (American Institute of Architects) document G702, etc. Department Heads other than the Finance Director are the authorizing parties on such forms, due to the fact the Finance Director authorized the purchase order for segregation of duties.

## IV. Property Management Systems

### A. Property Classifications

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000. 2 C.F.R. § 200.33.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. § 200.94.

Computing devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. § 200.20.

Capital assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

- Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
- Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. § 200.12.

## B. Inventory Procedure

For the District all inventory items are received through the School Shipping and Receiving Department. The Shipping and Receiving Department keeps the white copies of all purchase orders pertaining to goods that will be received at their location. The individual department receives a yellow copy of the purchase order. Upon receipt in the shipping department a "receiving cover sheet" is used that notes the purchase order number, vendor, date received, number of boxes/items, item description if needed, date delivered, location to deliver to, back ordered items, fixed assets applicable, date purchase order is complete, item#, fixed asset#, serial# or service tag# and receiving signature. Then the School Shipping and Receiving Department tags the equipment and delivers the items to the schools, board, etc. The item is listed on the inventory listing if the cost is \$50 or has an electronic cord by each department at year end the inventory list is received by the Program Managers. The receiving cover sheet and back up documentation is forwarded to the Franklin County Finance Department for issuance of payment. Items over \$5,000 are added to the fixed assets by the Deputy Finance Director. The School Technology Department is responsible for configuring and adding electronic computing devices as applicable.

All other departments receive their own goods and services. They tag the equipment if applicable. They keep yellow copies of all purchase orders pertaining to goods that will be received at their location. Upon receipt of the individual items that cost over \$100, they are assigned an inventory# and added to the department's inventory list. The department will then send documentation verifying receipt of goods/services to the finance department accounts payable personnel for issuance of payment. The documents are kept on file in the finance department. Items over \$5,000 are added to the fixed assets by the Finance Director. The department head that is in receipt of the electronic computing equipment is responsible for configuring or having the equipment installed. The County does not have a technology department outside of schools.

## C. Inventory Records

For each equipment and computing device purchased with federal funds, the following information is maintained:

- Serial number or other identification number;
- Source of funding for the property;
- Who holds title;
- Acquisition date and cost of the property;
- Percentage of federal participation in the project costs for the federal award under which the property was acquired;

- Location, use and condition of the property; and
- Any ultimate disposition data including the date of disposal and sale price of the property if measureable.

For lost, stolen, or damaged property within the schools, District employees notify their supervisor of the incident. The supervisor notifies the Technology Department at the Board of Education. An Incident report is filed with the Assistant Director of Schools. That report is then forwarded to the Finance Department, Risk Management personnel if it is applicable to file an insurance claim. The deductible on claims is \$500. The Technology Department removes the item from the inventory list if item is gone or beyond repair. If the item is on the fixed asset list (value \$5,000 or more), the Finance Deputy Director is notified to remove the item from the fixed asset list.

The District Technology Department maintains the inventory list and is responsible of disposing/selling of surplus items. District items are declared surplus by the Board of Education. Upon declaration, they are disposed of by auction if the disposal value warrants it.

For lost, stolen, or damaged property in other County departments, employees notify their supervisor of the incident. The supervisor notifies the Finance Department, Risk Management personnel if it is applicable to file an insurance claim. The deductible on claims is \$1,000. The supervisor of the department removes the item from the inventory list if it is gone, or damaged beyond repair. If the item is on the fixed asset list (value \$5,000 or more), the Finance Director is notified to remove the item from the fixed asset list.

Each County Department maintains their own inventory list and is responsible of disposing/selling of surplus items. County items are declared surplus by the department. Upon declaration, they are disposed of by auction if the disposal value warrants it.

#### D. Physical Inventory

A physical inventory of the property must be taken and the results reconciled with the property records every year.

District employees have a list of inventory for which they are responsible. Each Department head is responsible for the annual review of their inventory listing. If applicable the listing is sent to the Program Managers prior to the end of the school year.

Each County Department has a designee responsible for the annual review of their inventory listing. This list upon completion is sent to the County Mayor's office by August 1<sup>st</sup>.

#### E. Property/Equipment Maintenance

In accordance with 2 C.F.R.313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition.

District electronic equipment is maintained by the Technology Department. For building issues or large equipment, the Maintenance Department is responsible for repair or replacement. Both departments have online work order submittals.

Most County departments contract hardware/software maintenance. If an equipment item needs repair or replacement the situation is handled on an as needed basis by the department head. If the issue is in regard to a County building, the County Mayor is notified by a completed work order form. If the Maintenance Department can't resolve the issue, resolution is sought by the Department Head, County Mayor & Finance Director.

#### F. Lost or Stolen Items

The County maintains control systems that ensure adequate safeguards are in place to prevent loss, damage, or theft of the property. Equipment that is stolen is reported to local jurisdiction of law enforcement.

District employees have equipment assigned to them for work related use. They are responsible for securing these items at all times. At the individual schools and Board of Education there are items available for school use upon check out. They are assigned to the individual checking them out and returned upon the discontinuation of use.

If County employees have equipment assigned to them for work related use. They are responsible for securing these items at all times. At the individual departments there may be items available for school use upon check out. They are assigned to the individual checking them out and returned upon the discontinuation of use.

For all departments if an item is lost, stolen, or damaged beyond repair it is the employee that finds this to be the case, notifies their supervisor. The supervisor then files a report with law enforcement if needed and Finance Department Risk Management personnel. If the item can't be retrieved, fixed and placed back in service, the school Technology Department is notified and the Finance Director and/or Deputy Director in the case of being a fixed asset. The property is immediately taken off the inventory and/or fixed asset list.

## G. Use of Equipment

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award, and the County will not encumber the property without prior approval of the federal awarding agency and the pass-through entity. When no longer needed for the original program or project, the equipment may be used in other activities supported by the federal awarding agency, in the following order of priority: (1) activities under a federal award from the federal awarding agency which funded the original program or project; then (2) activities under federal awards from other federal awarding agencies.

During the time equipment is used on the project or program for which it was acquired, the equipment will also be made available for use on other projects or programs currently or previously supported by the federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the federal awarding agency that financed the equipment. Second preference is given to programs or projects under federal awards from other federal awarding agencies. Use for non-federally funded programs or projects is also permissible.

As inventory items are no longer needed for a particular program the District Technology Department is notified and the availability of the item is made known to other program managers. The technology department maintains computer items for stock to replace those in disrepair. The technology department maintains the location of the item on the master inventory listing.

## H. Disposal of Equipment

When it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the shall contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

Generally, disposition of equipment is dependent on its fair market value (FMV) at the time of disposition. If the item has a current FMV of \$5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency. If the item has a current FMV of more than \$5,000, the federal awarding agency is entitled to the federal share of the current market value or sales proceeds.

If acquiring replacement equipment, the County may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

The District Technology Department is responsible for the disposal of District equipment. Other County Department Heads are responsible for the disposition of County equipment. The Board of Education, Highway Commission and County Commission have approved the means of disposal by auction on the "GovDeals" online auction site. If a site is seen to not have value in auction, it is recycled if possible through the Solid Waste Department. If not a recyclable, it is disposed of at the Solid Waste Department.

## V. Written Compensation Policies

### A. Time and Effort

#### ***Time and Effort Standards***

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. C.F.R. § 200.430(i)(1). In addition, employees who are paid from state and local funds, but whose salaries are used for cost sharing or matching must also keep time and effort documentation. 2 C.F.R. § 200.430(i)(4).

Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. In accordance with 2 C.F.R. § 200.430(i)(1), these records must:

- Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- Be incorporated into official records;
- Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- Encompass both federally assisted and all other activities compensated by the County on an integrated basis;
- Comply with the established accounting policies and practices of the County and
- Support the distribution of the employee's salary or wages among specific activities or costs objectives.

Budget estimates or other distribution percentages determined before the services are performed do not qualify as support for charges to federal awards, but may be used for interim accounting purposes provided that the system for establishing the estimates produces reasonable approximations of the activity actually performed. 200.430(i)(1)(viii).

### ***Time and Effort Procedures***

In order to meet the above requirements, all employees who must complete time and effort forms must submit either a semi-annual certification or a personnel activity report (PAR) as required below. The type of form depends on the number of cost objectives that an employee works on.

A cost objective is a program, function, activity, award, organizational subdivision, contract, or work unit of which cost data are described and from which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. 2 C.F.R. § 200.28.

All employees who work on a single cost objective must complete a semi-annual certification. The semi-annual certification must be:

1. Completed at least every six (6) months;
2. Be signed by the employee or the supervisor with direct knowledge of the work being performed;
3. Reflect an after-the-fact distribution of the actual activity; and
4. Account for the total activity for which each employee is compensated.

All employees who work on multiple cost objectives must complete PARs that support the distribution of their salaries /wages that meet the following standards:

1. Reflect an after-the-fact distribution of the actual activity;
2. Account for the total activity for which each employee is compensated;
3. Are prepared at least monthly & coincide with one or more pay periods; and
4. Are signed by the employee.

District and County employees track their time and effort individually by timesheets or other suitably determined document. The Grant Program Manager submits this information yearly to be checked for proper budget proration and expenses. Time and effort documents are reviewed annually by the Grantor Program Managers or Representatives. If funds are received through another County as pass through funds, executed time and effort documents are required to be kept on file with that County. The Federal Program Manager is responsible for this submittal.

### ***Reconciliation and Closeout Procedures***

It is critical for payroll charges to match the actual distribution of time recorded on the monthly certification documents. Budget estimates or other distribution percentages determined before the services are performed do not qualify as support for charges to federal awards, but may be used for interim accounting purposes provided that the system for establishing the estimates produces reasonable approximations of the activity actually performed.

If using budget estimates for interim accounting purposes, EDGAR requires recipients to identify and enter into the records in a timely manner any significant changes in the corresponding work activity. Additionally, the recipient must have a system of internal controls to review after-the-fact interim charges made to a federal award based on budget estimates. All necessary adjustments must be made such that the final amount charged to the federal award is accurate, allowable, and properly allocated.

County/District Federal Program Managers receive a "Statement of Expenditures" in regard to their particular programs on a monthly basis. These reports are reviewed for accuracy and to track their ongoing program's progress. If there are discrepancies noticed by the Federal Program Managers they contact the Finance Director and/or Finance Deputy Director. The parties work together to establish if journal entries need to be processed or if a budget amendment is needed for their program on the local level and at the Grantor level. District/County Federal Program Managers judge amendment needs based on the available funds and program needs. For District reporting the Finance Deputy Director reports on a monthly basis. For other County Federal, State, or Other Grantor Sources, the reporting is on a monthly if possible or at least a quarterly basis. The Finance Director or the Federal Program Director is responsible for these program reports.

At fiscal year-end Federal Program Managers work with the Finance Director and/or Deputy Finance Director in the fiscal year end close of the Federal, State, or other Grantor source funded budgets. District Federal Funds are re-budgeted through ePlan and are reconciled in the new budget year. Other County Grantee funds are re-budgeted in the new fiscal year when the prior fiscal year books are closed and the grant funds can be reconciled properly.

Other close-out procedures include but are not limited too; gathering the time and effort records if necessary, analyzing program efforts and measuring success of the program. If there is a discrepancy in the salary/benefits in regard to proration of the grant funds, it is cleaned up at the year-end by refunding the program in concern. The Federal Program Managers work with the Finance Director and/or Deputy Finance Director in reconciling and processing the refund to the program.

### ***Employee Exits***

When a grant program is completed if the program funded positions that are no longer needed or provided for by funding, the employee is terminated based on the program ending and a lack of work. This employee is provided with a separation notice and is required to prepare and provide any information pertinent and required in regard to the grant they were funded under. This information must be made available to the Federal Program Manager prior to the last day of service and the employee exit interview. Those responsible for the approval of grant

application programs for Franklin County try not to pay for positions with grant funds in order to alleviate a situation as this from arising.

B. Human Resources Policies

The County shall have human resource policies which at least cover (1) how employees are hired (2 C.F.R. § 200.430(a)(2)); (2) the extent to which employees may provide professional services outside the District/County (2 C.F.R. § 200.430(c)); (3) the provision of fringe benefits, including leave and insurance, (2 C.F.R. § 200.431)); (4) the use of recruiting expenses to attract personnel (2 C.F.R. § 200.463(b)); and (5) reimbursement for relocations costs. 2 C.F.R. § 200.464.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf)

<http://www.boardpolicy.net/?DivisionID=19432&DepartmentID=21547&ToggleSideNav=DivisionOnly>

[http://www.franklinCountyfinance.com/human\\_resources/index.html](http://www.franklinCountyfinance.com/human_resources/index.html)

## VI. Record Keeping

### A. Record Retention

The County maintains all records that fully show (1) the amount of funds under the grant or sub-grant; (2) how the sub-grantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The County also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

The U.S. Department of Education and other federal agencies are authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Consequently, the County retain records for a minimum of five (5) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

All Grant records are kept on file in the Finance Office and the Federal Program Manager's Office for the legislated time and are disposed by shredding when that time is reached.

[http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf) in Chapter 2.6 & 11.3.2

<http://eli.ctas.tennessee.edu/reference/records-management>

### B. Collection and Transmission of Records

Actual paper copies are kept on file for review of auditors and public upon request, if the "Request for Public Information" process is completed sufficiently. Federal Program Managers and the Finance Director and/or Deputy Finance Director may scan files creating a pdf format that may be emailed to auditors or Grantor Program Managers for review. All files are kept on file for the legislated time applicable in the Finance office or Federal Program Manager's office.

### C. Access to Records

The County provides the awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives the right of access to any documents, papers, or other records of the County which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the County's personnel for the purpose of interview and discussion related to such documents.

### D. Privacy

All County personnel are responsible for the oversight of the records in their care. Personal information for students, employees or other parties is protected according to statute. Password policies are made and supervised at the department level.

The County has policy in regard to "Request for Public Information". The Director of Schools, Highway, County Mayor, and Finance Director may be contacted in regard to the local policy guidelines. Local guidelines are in accordance with State and Federal regulations.

If a request is made to Franklin County Board of Education in regard to personnel or students and would be applicable to the Family Educational Rights and Privacy Act (FERPA), the Director of Schools or the Director's Designee is responsible to administer that the request is addressed in a matter that stays within the guidelines of FERPA.

## VII. **Sub-recipient Monitoring**

In the event that the County awards sub-grants to other entities, it is responsible for monitoring those grant sub-recipients to ensure compliance with federal, state, and local laws. Monitoring is the regular and systematic examination of all aspects associated with the administration and implementation of a program. Each program office that awards a sub-grant must have its own monitoring policy. This policy must ensure that any monitoring findings are corrected.

Franklin County Federal Program & Fiscal Program Managers work in the administration of Sub-recipient monitoring if applicable. The Program Manager works with the Sub-recipient personnel to make sure all Grantee guidelines are met. If the Program Manager finds they have not been met a plan of action is devised to bring Franklin County and the Sub-recipient into compliance. The Fiscal Program Manager prepares and reviews financial reports for the fiscal aspect of Grant guidelines. If an issue is found by the Fiscal Program Manager a plan of action is devised to bring Franklin County and the Sub-recipient into compliance.

If the Grant period has ended and the non-compliance issue is raised through the Grantor or an Auditor, the County Federal Program & Fiscal Program Managers work together to develop a plan of action is devised to bring Franklin County and the Sub-recipient into compliance. This may result in a refund. If that is the case, the Fiscal Program Manager prepares a budget amendment to present to the School Board, Highway Commission, Finance Committee, and County Commission to resolve the issue. Once budgeted the refund can be processed and sent to the Grantor for resolution of the non-compliance issue.

## VIII. Frequently Asked Questions

## IX. Legal Authorities and Helpful Resources

The following documents contain relevant grants management requirements. Staff should be familiar with these materials and consult them when making decisions related to the federal grant.

- Education Department General Administrative Regulations (EDGAR)
  - <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>
- Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 C.F.R. Part 200)
  - <http://www.eC.F.R.gov/cgi-bin/text-idx?SID=ccccf77e01c9e6d4b3a377815f411704&node=pt2.1.200&rgn=div5>
  -
- USDE's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 C.F.R. Part 3474)
  - [http://www.eC.F.R.gov/cgi-bin/text-idx?SID=ccccf77e01c9e6d4b3a377815f411704&tpl=/eC.F.R.browse/Title02/2C.F.R.3474\\_main\\_02.tpl](http://www.eC.F.R.gov/cgi-bin/text-idx?SID=ccccf77e01c9e6d4b3a377815f411704&tpl=/eC.F.R.browse/Title02/2C.F.R.3474_main_02.tpl)
- Federal program statutes, regulations, and guidance
  - <http://www.ed.gov/>
  - <http://www.justice.gov/>
  - <http://www.transportation.gov/>
  - <http://www.usda.gov/wps/portal/usda/usdahome>
  - <http://www.archives.gov/index.html>
- State regulations, rules, and policies
  - TN State Board of Education Rules and Regulations
    - [http://www.tn.gov/sbe/rul\\_reg.shtml](http://www.tn.gov/sbe/rul_reg.shtml)
  - TN State Board of Education Policies, Standards, and Guidelines
    - <http://www.tn.gov/sbe/policies.shtml>
- County/District regulations, rules, and policies
  - Franklin County Board of Education Rules and Regulations
    - <http://www.boardpolicy.net/?DivisionID=19432&ToggleSideNav=>
  - Franklin County, Tennessee Rules and Regulations
    - [http://www.franklinCountyfinance.com/policies\\_procedures.pdf](http://www.franklinCountyfinance.com/policies_procedures.pdf)
- Organizational Chart
  - [Include the District & County organizational chart as an attachment to this policy document or insert a link to the organizational chart.]

**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



December 30, 2015

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

Re: Cooperative Purchasing Contracts/Agreements - Revised

Dear Commissioner Clark;

The current County Commission approved 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 add to cooperatives to the list for our use as follows:

NASPO Value Point Contracts  
TIPS – The Interlocal Purchasing System (Clinch-Powell Education Cooperative)

See attachments.

Sincerely,

A handwritten signature in cursive script that reads "Andrea L. Smith". The signature is written in black ink and is positioned above the printed name and title.

Andrea L. Smith  
Finance Director

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (the "Agreement") is entered into by and between the **Clinch-Powell Educational Cooperative** (ACPEC) and the \_\_\_\_\_, (collectively, the Parties) pursuant to the Tennessee Interlocal Cooperation Act. TENN CODE ANN. §12-9-101, *et seq.*

### RECITALS

**WHEREAS** CPEC is a governmental entity of the state of Tennessee. TENN CODE ANN. §12-9-103; and

**WHEREAS** \_\_\_\_\_ is a public agency of Tennessee. TENN CODE ANN. §12-9-103.

**WHEREAS** the Tennessee Interlocal Cooperation Act authorizes public agencies to enter into agreements for joint cooperative action with other public agencies in order to exercise any governmental powers, privileges or authority that both agencies have in common. TENN CODE ANN. §12-9-101, *et seq.*;

**NOW THEREFORE**, the Parties **HEREBY** agree as follows:

#### **I. Duration**

This Agreement is effective \_\_\_\_\_ and shall be automatically renewed annually unless either party gives sixty (60) days prior written notice of non-renewal.

#### **II. Purpose**

The purpose of this Agreement shall be to provide cooperative purchasing services to \_\_\_\_\_ through a program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating education cooperatives, public schools and institutions of higher learning, and government agencies through volume purchasing. TIPS= objective shall be to provide participating education service centers and cooperatives and their school districts and other governmental entities opportunities for greater efficiency and economy in acquiring goods and services.

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Interlocal Cooperation Agreement – Tennessee

Clinch Powell Educational Cooperative

Specifically, TIPS shall:

- X Provide competitive awarded vendor contracts by commodity categories for TIPS Members to purchase from.
- X Equalize purchasing power for smaller entities that are not able to command the best contracts for themselves.
- X Maintain credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices.
- X Assist entities in maintaining the essential controls for budget and accounting purposes.
- X. Work with TIPS Members in securing quotes and pricing from TIPS Contracted Vendors.
- X. Provide marketing supplies and vendor lists to TIPS Members.
- X. Exhibit at state conferences for public awareness of the cooperative program.

### **III. Financing**

This cooperative undertaking shall be financed by charging vendors a commission based upon the total volume of goods provided by said participating vendor. No costs shall be incurred by CPEC or its entities.

### **IV. Termination**

This Agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such termination and after giving the affected party a thirty (30) day period to cure any breach.

### **V. Obligations of the Parties**

CPEC shall:

1. Coordinate with TIPS to provide the administration of the program for CPEC member districts.

Member Entity shall:

1. Commit to participate in the program by an authorized signature in the appropriate space below

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Interlocal Cooperation Agreement – Tennessee

Clinch Powell Educational Cooperative

2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.
5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
6. Pay vendors in a timely manner for all goods and services received.

## **VI. General Provisions**

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a

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Interlocal Cooperation Agreement – Tennessee

Clinch Powell Educational Cooperative

facsimile machine and the terms and conditions agreed to are binding upon the Parties.

All notices required by this Agreement shall be sent to the addresses listed below.

**VII. Authorization**

CPEC has entered into this Agreement to provide cooperative purchasing opportunities to its member entities.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with applicable laws.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

**Clinch-Powell Educational Cooperative**  
P.O. Box 279, Tazewell, TN 37879

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

Mike Antrican  
Clinch-Powell Education Cooperative

\_\_\_\_\_ Date

**ENTITY PROFILE INFORMATION**

\_\_\_\_\_  
Primary Purchasing Person Name

\_\_\_\_\_  
Secondary Contact Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Entity Street Address

\_\_\_\_\_  
Entity Street Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

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

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

**INSTRUCTIONS:** Complete the Interlocal Agreement and Board Resolution.  
Mail 2 original sets of documents to: Clinch-Powell Education Cooperative  
Attention: Mike Antrican; P.O. Box 279; Tazewell, TN 37879.

\_\_\_\_\_  
Interlocal Cooperation Agreement – Tennessee

Clinch Powell Educational Cooperative



STATE OF TENNESSEE  
COMPTROLLER OF THE TREASURY  
OFFICE OF STATE AND LOCAL FINANCE  
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
PHONE (615) 401-7872  
FAX (615) 741-5986

November 2, 2015

Honorable Richard Stewart, County Mayor  
Franklin County  
855 Dinah Shore Boulevard, Suite 3  
Winchester, TN 37398

Dear Mayor Stewart:

This Office received a letter on October 21, 2015, from Franklin County (the "County") requesting approval to issue \$100,000 tax and revenue anticipation notes ("TRANS") for its School Federal Projects Fund as an interfund loan from the County's General Purpose School Fund ("GPSF"). The request included cash flow forecasts for the School Federal Projects Fund and the GPSF prepared by the County that support the need to issue the TRANS and the County's ability to repay the notes by June 30, 2016.

The County presented financial information with the requests that represent the County's assertions of its financial condition and may or may not reflect the current or future financial condition of the County. Counties in Tennessee are authorized to issue TRANS pursuant to Tennessee Code Annotated, Title 9, Chapter 21 to provide monies for operating expenses until sufficient revenues are received. The par amount of TRANS must not exceed 60% of the annual appropriation for the fund involved, and future revenues projected must be sufficient to provide for the payment of the TRANS by June 30, 2016. The maximum amount the Office of State and Local Finance can approve is equal to 5% of total annual cash payments from the fund less the lowest monthly fund ending cash balance.

#### **Fiscal Year 2016 Budget**

The County submitted its fiscal year 2016 budget on August 18, 2015 and was approved by this Office in a letter dated September 3, 2015.

#### **Debt Management Policy**

The County provided a copy of its debt management policy, and within forty-five days of issuance of the debt approved in this letter, is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy. If the County amends its policy, please submit the amended policy to this office.

#### **Tax and Revenue Anticipation Note Approval**

This letter constitutes approval for the issuance of \$100,000 School Federal Projects Fund TRANS as an interfund loan from the GPSF.

The issuance of the TRANS is conditional upon agreement with the following terms by the County Commission:

- A copy of this letter shall be provided to all the members of the County Commission, be presented at the next meeting of the County Commission, and be entered in the minutes of the meeting.
- The County shall comply with the requirements of Tennessee Code Annotated, Title 9, Chapter 21.
- The County shall use the Tax and Revenue Anticipation Note Form enclosed with this letter as its loan document.
- The County shall report the execution of the TRANS and the amounts to the County Commission and this Office within 45 days of issuance on Form CT-0253-Report on Debt Obligation.
- The County shall maintain a balanced budget with no cash deficits and sufficient to pay operating and debt service costs.
- The County shall repay the TRANS no later than June 30, 2016 and provide this Office documentation within 15 days of, but not later than June 30, 2016. If the County does not issue the TRANS, please provide documentation to this Office stating the non-issuance no later than June 30, 2016.

This letter and the approval to issue debt do not address compliance with federal tax regulations and should not be relied upon for that purpose. The County should discuss these issues with a tax attorney or bond counsel.

#### **Report on Debt Obligation**

Enclosed is a revised Report on Debt Obligation (Form CT-0253). The Form must be filed with the governing body of the public entity issuing the debt not later than forty-five (45) days following the issuance or execution of a debt obligation by or on behalf of any public entity. Additionally, a copy including any attachments thereto must be filed with the Director of the Office of State and Local Finance either by mail to the address on this letterhead or by email to [StateandLocalFinance.PublicDebtForm@cot.tn.gov](mailto:StateandLocalFinance.PublicDebtForm@cot.tn.gov). No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation.

If you should have any questions or need further assistance, please feel free to call us.

Sincerely,



Sandra Thompson  
Director of State & Local Finance

Cc: Mr. Jim Arnette, Director of Local Government Audit, COT

Encl: Report on Debt Obligation  
Tax Anticipation Note Form



STATE OF TENNESSEE  
COMPTROLLER OF THE TREASURY  
OFFICE OF STATE AND LOCAL FINANCE  
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
PHONE (615) 401-7872  
FAX (615) 741-5986

November 2, 2015

Honorable Richard Stewart, County Mayor  
Franklin County  
855 Dinah Shore Boulevard, Suite 3  
Winchester, TN 37398

Dear Mayor Stewart:

This Office received a letter on October 21, 2015, from Franklin County (the "County") requesting approval to issue \$280,000 tax and revenue anticipation notes ("TRANS") for its Solid Waste Fund as an interfund loan from the County's General Fund. The request included cash flow forecasts for the Solid Waste Fund and the General Fund prepared by the County that support the need to issue the TRANS and the County's ability to repay the notes by June 30, 2016.

The County presented financial information with the requests that represent the County's assertions of its financial condition and may or may not reflect the current or future financial condition of the County. Counties in Tennessee are authorized to issue TRANS pursuant to Tennessee Code Annotated, Title 9, Chapter 21 to provide monies for operating expenses until sufficient revenues are received. The par amount of TRANS must not exceed 60% of the annual appropriation for the fund involved, and future revenues projected must be sufficient to provide for the payment of the TRANS by June 30, 2016. The maximum amount the Office of State and Local Finance can approve is equal to 5% of total annual cash payments from the fund less the lowest monthly fund ending cash balance.

**Fiscal Year 2016 Budget**

The County submitted its fiscal year 2016 budget on August 18, 2015 and was approved by this Office in a letter dated September 3, 2015.

**Debt Management Policy**

The County provided a copy of its debt management policy, and within forty-five days of issuance of the debt approved in this letter, is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy. If the County amends its policy, please submit the amended policy to this office.

**Tax and Revenue Anticipation Note Approval**

This letter constitutes approval for the issuance of \$280,000 Solid Waste Fund TRANS as an interfund loan from the General Fund.

The issuance of the TRANS is conditional upon agreement with the following terms by the County Commission:

- **A copy of this letter shall be provided to all the members of the County Commission, be presented at the next meeting of the County Commission, and be entered in the minutes of the meeting.**
- **The County shall comply with the requirements of Tennessee Code Annotated, Title 9, Chapter 21.**
- **The County shall use the Tax and Revenue Anticipation Note Form enclosed with this letter as its loan document.**
- **The County shall report the execution of the TRANS and the amounts to the County Commission and this Office within 45 days of issuance on Form CT-0253-Report on Debt Obligation.**
- **The County shall maintain a balanced budget with no cash deficits and sufficient to pay operating and debt service costs.**
- **The County shall repay the TRANS no later than June 30, 2016 and provide this Office documentation within 15 days of, but not later than June 30, 2016. If the County does not issue the TRANS, please provide documentation to this Office stating the non-issuance no later than June 30, 2016.**

This letter and the approval to issue debt do not address compliance with federal tax regulations and should not be relied upon for that purpose. The County should discuss these issues with a tax attorney or bond counsel.

#### **Report on Debt Obligation**

Enclosed is a revised Report on Debt Obligation (Form CT-0253). The Form must be filed with the governing body of the public entity issuing the debt not later than forty-five (45) days following the issuance or execution of a debt obligation by or on behalf of any public entity. Additionally, a copy including any attachments thereto must be filed with the Director of the Office of State and Local Finance either by mail to the address on this letterhead or by email to [StateandLocalFinance.PublicDebtForm@cot.tn.gov](mailto:StateandLocalFinance.PublicDebtForm@cot.tn.gov). No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation.

If you should have any questions or need further assistance, please feel free to call us.

Sincerely,



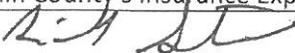
Sandra Thompson  
Director of State & Local Finance

Cc: Mr. Jim Arnette, Director of Local Government Audit, COT

Encl: Report on Debt Obligation  
Tax Anticipation Note Form



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

Department or Organization Applying for Grant:		Franklin County Farmers Market
Grant/Program Title:		Farmers Market Promotion & Retail Grant Program
Grant Beginning Period:		February 1, 2016
Grant Ending Period:		November 30, 2016
Grant Amount:		\$1,000
Funding Agency (i.e. State, Federal, Private):		
<b>Funding Agency Contact Information</b>		
Name	Jan Keyser, Marketing Specialist – TAEP	
Address	PO Box 40627, Nashville, TN 37204	
Phone	615-837-5346	
Fax	615-837-5194	
Email	Jan.Keyser@tn.gov	
Funding Percentage or Match (i.e. 100% or 75%/25%):		100%
Funding Type (Revenue Advanced or Reimbursed):		Reimbursed
Ongoing Funding Requirements(Yes/No & Length Required):		No
Indirect Cost Availability (Yes/No):		No
Grant Beneficiary:		Franklin County General Government – Farmers Market
Purpose of Grant:		Signage to increase retail potential of the Farmers Market Pavilion
Person/Dept Responsible for Grant Program Management:		John Ferrell
Person/Dept Responsible for Reporting Expenditures:		Andrea Smith
Person/Dept Responsible for Requesting Revenue Claims:		Andrea Smith
Grant Requirements for Continuation of Program or Cooperative Agreements: n/a		
Grant Requirements for Equipment, Ownership & Insurance:		n/a
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.:		n/a
Grant Requirements for Employment or Contracted Services:		n/a
Will this grant add Value to Franklin County's Fixed Assets? (Yes/No):		No
Will this grant add Expense to Franklin County's Insurance Expense? (Yes/No):		No
Approving Official Signature:		
		Date: 12/9/15



**Farmers Market Promotion & Retail Grant Program**  
**Tennessee Agricultural Enhancement Program**  
**APPLICATION - FY2015-2016**  
**Deadline: December 15, 2015**

(Please Type or Print Legibly)							
Date: 12-9-15	Office Use Only – Date Received						
<b>APPLICANT INFORMATION</b>							
Farmers Market: Franklin County Farmers Market							
Contact: John W. Ferrell	Title: Extension Agent III						
Address: 406 Joyce Lane	County: Franklin						
City: Winchester	State: TN                      Zip: 37398						
Phone: 931-967-2741	Fax: 931-962-2536						
E-mail: jferrel2@utk.edu	Website:						
Physical location of farmers market: 803 Dinah Shore Blvd, Winchester, TN 37398							
Ownership of property where farmers market is located: Franklin County Government							
<b>PUBLIC ENTITY SUBMITTING GRANT APPLICATION</b>							
Public Entity: Franklin County Government							
Contact: 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: www.franklincotn.us						
Federal Tax ID Number: 62-6000595	Month and day that your organization's fiscal year ends: 06/ 30						
Type of Organization: <input checked="" type="checkbox"/> Government <input type="checkbox"/> Educational <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit <input type="checkbox"/> Other _____							
<b>SUMMARY INFORMATION-EXISTING MARKETS:</b> (Fill in below)							
#Vendors:	58						
#TN Farm Product Vendors:	43						
Total Annual Vendor Sales:	\$172,000						
#Farmers Market Employees and Volunteers:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Full-time:</td> <td></td> </tr> <tr> <td>Part-time:</td> <td></td> </tr> <tr> <td>Volunteers:</td> <td>10</td> </tr> </table>	Full-time:		Part-time:		Volunteers:	10
Full-time:							
Part-time:							
Volunteers:	10						
<b>FUNDING REQUEST SUMMARY</b>							
Brief Description of Project(s):	Permanent Market wall sign						
Amount of Funding Requested:	\$ 1,000						
I certify that all the information on this application is complete, true, and factual to the best of my knowledge and belief. I understand that providing any false, fraudulent, or misleading information may result in penalties and/or make this farm/tract ineligible to participate in present and/or future Tennessee Department of Agriculture programs. I also understand that failure to utilize allocated funds can affect eligibility for future programs.							
Contact Signature:	Date: 12-9-15						
- CONTINUED -							

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

Department or Organization Applying for Grant:	<b>Franklin County Solid Waste</b>
Grant/Program Title:	<b>TDEC "Recycling Equipment Grant Program"</b>
Grant Beginning Period:	<b>1/1/2016</b>
Grant Ending Period:	<b>6/30/2016</b>
Grant Amount:	<b>\$25,000</b>
Funding Agency (i.e. State, Federal, Private):	<b>Federal through State</b>
<b>Funding Agency Contact Information</b>	
Name	<b>Loretta Harrington, Grants Program Manager, TN Dept of Env. &amp; Cons, Div. Solid Waste Man.</b>
Address	<b>312 Rosa L. Parks Ave, 14<sup>th</sup> Floor, Nashville, TN 37243</b>
Phone	<b>615-532-0086</b>
Fax	<b>615-532-0938</b>
Email	<b><u>Loretta.Harrington@tn.gov</u></b>
Funding Percentage or Match (i.e.100% or 75%/25%):	<b>54% = \$25,000 Fed/ \$21,000 Local Match</b>
Funding Type (Revenue Advanced or Reimbursed):	<b>Reimbursed</b>
Ongoing Funding Requirements(Yes/No & Length Required):	<b>Yes maintenance of equipment</b>
Indirect Cost Availability (Yes/No):	<b>No</b>
Grant Beneficiary:	<b>Franklin County Citizens &amp; Solid Waste Dept</b>
Purpose of Grant:	<b>Purchase Recycling equipment within Franklin County, TN</b>
	<b>Skid Loader</b>
Person/Dept Responsible for Grant Program Management:	<b>William Anderson</b>
Person/Dept Responsible for Reporting Expenditures:	<b>Andrea Smith</b>
Person/Dept Responsible for Requesting Revenue Claims:	<b>Andrea Smith</b>
Grant Requirements for Continuation of Program or Cooperative Agreements:	<b>Yes, provide collection site &amp; maintain</b>
Grant Requirements for Equipment, Ownership & Insurance:	<b>Add to inventory and maintain.</b>
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.:	<b>n/a</b>
Grant Requirements for Employment or Contracted Services:	<b>n/a</b>
Will this grant add Value to Franklin County's Fixed Assets? (Yes/No):	<b>Yes</b>
Will this grant add Expense to Franklin County's Insurance Expense? (Yes/No):	<b>No – replacing equipment</b>
Approving Official Signature:	Date: 12/30/15



### GOVERNMENTAL GRANT CONTRACT

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

COPY

<b>Begin Date</b> February 1, 2016	<b>End Date</b> January 31, 2021	<b>Agency Tracking #</b> 32701-02618	<b>Edison ID</b> PO _____
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<b>Grantee Legal Entity Name</b> <b>FRANKLIN COUNTY</b>	<b>Edison Vendor ID</b> 0000000025
--	---------------------------------------

<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	<b>CFDA #</b>  <b>Grantee's fiscal year end</b>
--	---

**Service Caption (one line only)**  
Department of Environment and Conservation –Recycling Equipment Grant

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2016	\$25,000.00				\$25,000.00
<b>TOTAL:</b>	<b>\$25,000.00</b>				<b>\$25,000.00</b>

**Grantee Selection Process Summary**

Competitive Selection      All eligible entities are solicited and the grant contracts are funded based on technical merit of the application.

Non-competitive Selection

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

*Thommas W. Edw*

*CPO USE – GG*

**Edison ID 48477**

<b>Speed Chart (optional)</b> EN00016386	<b>Account Code (optional)</b> 71301000
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327.42

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
AND  
FRANKLIN COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Franklin County, hereinafter referred to as the "Grantee," is for the provision of purchasing recycling equipment, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000000025

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Planning and Installation. The Grantee shall perform all activities related to the grant project as described and detailed in the Grantee's application.
- a. Formal written agreements, between the public and private partners detailing the partnership and roles of each partner, shall be submitted within 30 days of grant execution.
  - b. Bid package, with equipment specifications for the recycling equipment listed in the approved Attachment 1 grant budget line-item detail (page 13), shall be submitted for review and approval to the Division within 60 days of contract execution date. Bidding shall be in accordance with local government bidding practices.
  - c. Equipment shall be ordered within 30 days of receiving bid approval by the Grantor.
  - d. Equipment shall be installed or made operational at the location identified in the grant application promptly upon receiving on site and no later than **June 30, 2016**.
- A.3. Operations. The Grantee shall operate the equipment purchased pursuant to this grant and as detailed in the grant application for the purpose of establishing new collection site and/or for the improvement of existing collection site operations.
- a. Equipment shall be used primarily to manage the types of materials and sources of materials identified in the Grantee application.
- A.4. Maintenance. The Grantee shall submit a maintenance plan with the final inspection request that includes a schedule for maintenance or repair of the equipment to ensure proper working order for the terms and conditions of the Grant.
- A.5. Reporting. By March 31 of each year the Grantee shall report annually in the Annual Progress Report the following metrics:
- a. Impact of the equipment on the Solid Waste Planning Region progress toward the waste reduction/recycling goal.
  - b. Increased recycling access and participation.
  - c. Added collection capacity or processing capacity for the specified materials targeted in the grant application.
  - d. Reduced residuals or improved commodity pricing.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on February 1, 2016 ("Effective Date") and extend for a period of 60 (sixty) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty Five Thousand Dollars (\$25,000.00 ) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Environment and Conservation  
 Division of Solid Waste Management (Grants)  
 William R. Snodgrass Tennessee Tower, 14<sup>th</sup> Floor  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Environment and Conservation, Division of Solid Waste Management.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).

- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
  - ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-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, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in

accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the

Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Loretta Harrington, Grant Program Manager  
 Department of Environment and Conservation  
 Materials Management  
 William R. Snodgrass Tennessee Tower, 14<sup>th</sup> Floor  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243  
 Loretta.Harrington@tn.gov  
 Telephone # 615-532-0086  
 FAX # 615-532-0199

The Grantee:

The Honorable Richard Stewart, Mayor  
 Franklin County  
 855 Dinah Shore Boulevard, Room 3  
 Winchester, TN 37398  
 richard.stewart@franklincotn.us  
 Telephone # 931-967-2905  
 FAX # 931-962-1468

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee

shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. RESERVED

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 2.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term

or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles 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. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract 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 Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles 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 or motor vehicles. 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 or motor vehicles 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 or motor vehicles. 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 or motor vehicles, 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 or motor vehicles 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 or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles 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 or motor vehicles 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 or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles 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 or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its 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 or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles 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 or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

#### **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

E. 3 If for any reason, the Grantee fails to comply with the provision of Section A.4. of this grant contract, the Grantee shall refund to the State the appropriate pro rata share of funding as indicated in the following table:

Up to One (1) Year from Date of Purchase	100% of Funding
Year 2	80%
Year 3	60%
Year 4	40%
Year 5	20%

IN WITNESS WHEREOF,

FRANKLIN COUNTY:

*R. M. St*

*1-4-16*

GRANTEE SIGNATURE

DATE

RICHARD STEWART, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

ROBERT J. MARTINEAU, JR., COMMISSIONER

DATE

## ATTACHMENT 1

Page 1

GRANT BUDGET				
Franklin County Recycling Equipment				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: February 1, 2016 END: January 31, 2021				
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>	\$25,000.00	\$21,000.00	\$46,000.00
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>\$25,000.00</b>	<b>\$21,000.00</b>	<b>\$46,000.00</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:**

CAPITAL PURCHASE	AMOUNT
Recycling Equipment as indicated below. One (1) Skid Loader	\$25,000.00
<b>TOTAL</b>	<b>\$25,000.00</b>

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

Department or Organization Applying for Grant:		Franklin County Solid Waste
Grant/Program Title:		TDEC "Used Oil Grant Program"
Grant Beginning Period:		1/1/2016
Grant Ending Period:		6/30/2016
Grant Amount:		\$9,500
Funding Agency (i.e. State, Federal, Private):		Federal through State
<b>Funding Agency Contact Information</b>		
Name	Loretta Harrington, Grants Program Manager, TN Dept of Env. & Cons, Div. Solid Waste Man.	
Address	312 Rosa L. Parks Ave, 14 <sup>th</sup> Floor, Nashville, TN 37243	
Phone	615-532-0086	
Fax	615-532-0938	
Email	Loretta.Harrington@tn.gov	
Funding Percentage or Match (i.e.100% or 75%/25%):		100% up to \$9,500
Funding Type (Revenue Advanced or Reimbursed):		Reimbursed
Ongoing Funding Requirements(Yes/No & Length Required):		Yes maintenance, paid for with recycle funds
Indirect Cost Availability (Yes/No):		No
Grant Beneficiary:		Franklin County Citizens & Solid Waste Dept
Purpose of Grant:		Used – Oil Heater for the MRF
Person/Dept Responsible for Grant Program Management:		William Anderson
Person/Dept Responsible for Reporting Expenditures:		Andrea Smith
Person/Dept Responsible for Requesting Revenue Claims:		Andrea Smith
Grant Requirements for Continuation of Program or Cooperative Agreements:		
		<b>Yes, maintain and operation of Used Oil Collection Sites</b>
Grant Requirements for Equipment, Ownership & Insurance:		
		<b>Add to inventory and maintain.</b>
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.:		
		<b>n/a</b>
Grant Requirements for Employment or Contracted Services:		
		<b>Contract with Recycling Vendor – but they pay us for oil.</b>
Will this grant add Value to Franklin County's Fixed Assets? (Yes/No):		No
Will this grant add Expense to Franklin County's Insurance Expense? (Yes/No):		Yes – adding equipment - Minimal
Approving Official Signature:		Date: 12/30/15

COPY



**GOVERNMENTAL GRANT CONTRACT**

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

<b>Begin Date</b> February 1, 2016	<b>End Date</b> January 31, 2021	<b>Agency Tracking #</b> 32701-02659	<b>Edison ID</b> PO _____
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<b>Grantee Legal Entity Name</b> <b>FRANKLIN COUNTY</b>	<b>Edison Vendor ID</b> 0000000025
--	---------------------------------------

<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	<b>CFDA #</b>  <b>Grantee's fiscal year end</b>
--	---

**Service Caption (one line only)**  
Department of Environment and Conservation – Used Oil

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2016	\$9,500.00				\$9,500.00
<b>TOTAL:</b>	<b>\$9,500.00</b>				<b>\$9,500.00</b>

**Grantee Selection Process Summary**

Competitive Selection      All eligible entities are solicited and the grant contracts are funded based on technical merit of the application.

Non-competitive Selection

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

*Thomas W. Edw*

CPO USE – GG

**EDISON ID 48483**

<b>Speed Chart (optional)</b> EN00001889	<b>Account Code (optional)</b> 71301000
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**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
AND  
FRANKLIN COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Franklin County, hereinafter referred to as the "Grantee," is for the provision of (check appropriate activity(s)  establish "Do-it-Yourselfer" used automotive oil collection site(s),  upgrade or replace equipment at existing site(s),  purchase equipment that burns used oil as fuel, for Joyce Lane Municipal Recycling Facility location, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000000025

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee by December 31, 2016, shall have purchased and installed the equipment and/or completed the SPCC Plan as included in the Grant Budget, Attachment I, and be using the equipment to operate an automotive used oil collection center to  collect  burn the used oil from household do-it-yourselfers.
- A.3. The Grantee shall not be authorized to purchase any equipment or complete any services that are not included in the approved Grant Budget List, Attachment I.
- A.4. The Grantee shall not be authorized to hire a general contractor, or for pay for any goods or services provided prior to the date of the fully executed contract.
- a) The services of the general contractor shall be procured through competitive bidding process unless the grantee has other acceptable procurement procedure.
- b) All subcontractors shall be submitted to the state for approval.
- c) Subcontractors billing shall include billable rate, dates and hours worked, and services provided.
- A.5. The Grantee must establish and operate the used oil collection center, open to the public for normal and convenient business hours. The grantee shall post a sign large enough to be visible from the road identifying the location as a do-it-yourselfer used automotive oil collection center.
- A.6. The Grantee shall maintain and repair equipment to serve the purposes of a fully operational publicly accessed, used oil collection center and ensure the equipment is being utilized for that purpose only.
- A.7. The Grantee shall establish and operate the used oil collection center in accordance with the Solid Waste Management rules and regulations, Chapter 0400-12-01-11, "Standards for the Management of Used Oil".
- A.8. The Grantee shall insure that all equipment purchased and operation of the center pursuant to this grant meets the minimum specifications detailed in the Used Oil Collection and Recycling Grant Program Requirements, dated July 2013, which is hereby incorporated by reference.
- A.9. By accepting this grant, the grantee agrees to collect automotive used oil from the general public and be listed in the Department of Environment and Conservation Used Oil database.

- A.10. The Grantee shall maintain records of the quantities of used oil collected, including the quantity of oil burned as fuel, and the quantity of used oil filters recycled. The Grantee shall report these quantities in the Municipal Solid Waste Region's Annual Progress Report.
- A.11. The Grantee, with the prior approval of the State, may move the location and continue to operate the used oil collection center if the new location meets all of the requirements of the Solid Waste Management rules and regulations, Chapter 0400-12-01-11, "Standards for the Management of Used Oil".
- A.12. The Grantee shall purchase the equipment, complete site preparation, and certify the collection center is fully operational before requesting an inspection by the Division of Solid Waste Management's Environmental Field Office.
- A.13. Final Inspection. The Grantee shall contact Division Used Oil Coordinator to schedule the final inspection once construction and equipment installation are completed and the center is fully operational.
  - a. All equipment must be entered into the Grantee's inventory and identified with appropriate tags.
  - b. All equipment must be routinely maintained, cleaned and serviced with maintenance logs for the duration of grant.
  - c. All equipment and facilities funded through this grant must have signage with the following words, "This piece of equipment was funded under a Used Oil grant from the Tennessee Department of Environment and Conservation." These signs must be in letters at least 1 inch tall and be placed in a publicly visible location.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on February 1, 2016 ("Effective Date") and extend for a period of Sixty (60) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Nine Thousand Five Hundred Dollars (\$9,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Environment and Conservation  
 Division of Solid Waste Management (Grants)  
 William R. Snodgrass Tennessee Tower, 14<sup>th</sup> Floor  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243

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

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

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

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

**D. STANDARD TERMS AND CONDITIONS:**

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

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

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

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

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

The State:

Loretta Harrington, Grant Program Manager  
 Department of Environment and Conservation  
 Division of Solid Waste Management  
 William R. Snodgrass Tennessee Tower, 14<sup>th</sup> Floor  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243  
 Loretta.Harrington@tn.gov  
 Telephone # 615-532-0086  
 FAX # 615-532-0199

The Grantee:

The Honorable Richard Stewart, Mayor  
 Franklin County  
 855 Dinah Shore Boulevard, Room 3  
 Winchester, TN 37398  
 richard.stewart@franklincotn.us  
 Telephone # 931-967-2905  
 FAX # 931-962-1468

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. RESERVED.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 2.

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

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

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may,

upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles 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. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract 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 Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles 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 or motor vehicles. 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 or motor vehicles 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 or motor vehicles. 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 or motor vehicles, 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 or motor vehicles 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 or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles 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 or motor vehicles 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 or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles 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 or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its 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 or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles 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 or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions

agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. If for any reason, the Grantee fails to comply with the provision of Section A.1. through A.10. of this grant contract, the Grantee shall refund to the State the appropriate pro rata share of funding as indicated in the following table:

Up to One (1) Year from Date of Purchase	100% of Funding
Year 2	80%
Year 3	60%
Year 4	40%
Year 5	20%

IN WITNESS WHEREOF,

FRANKLIN COUNTY:



1-6-16

GRANTEE SIGNATURE

DATE

RICHARD STEWART, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

ROBERT J. MARTINEAU, JR., COMMISSIONER

DATE

## ATTACHMENT 1

Page 1

GRANT BUDGET				
Franklin County Used Oil				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: February 1, 2016 END: January 31, 2021				
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>	<b>\$9,500.00</b>	0.00	<b>\$9,500.00</b>
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>\$9,500.00</b>	<b>0.00</b>	<b>\$9,500.00</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.

## ATTACHMENT 1

Page 2

## GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE Joyce Lane Municipal Recycling Facility	AMOUNT
One (1) Heater @ \$9,500.00	\$9,500.00
TOTAL	\$9,500.00

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

Department or Organization Applying for Grant:	Franklin County Solid Waste
Grant/Program Title:	TDEC "Waste Reduction Grant Program"
Grant Beginning Period:	1/1/2016
Grant Ending Period:	6/30/2016
Grant Amount:	\$200,000
Funding Agency (i.e. State, Federal, Private):	Federal through State
<b>Funding Agency Contact Information</b>	
Name	Loretta Harrington, Grants Program Manager, TN Dept of Env. & Cons, Div. Solid Waste Man.
Address	312 Rosa L. Parks Ave, 14 <sup>th</sup> Floor, Nashville, TN 37243
Phone	615-532-0086
Fax	615-532-0938
Email	Loretta.Harrington@tn.gov
Funding Percentage or Match (i.e.100% or 75%/25%):	40% up to \$200,000
Funding Type (Revenue Advanced or Reimbursed):	Reimbursed
Ongoing Funding Requirements(Yes/No & Length Required):	Yes maintenance, paid for with recycle funds
Indirect Cost Availability (Yes/No):	No
Grant Beneficiary:	Franklin County Citizens & Solid Waste Dept
Purpose of Grant:	New Bailer for Recycled Materials estimated cost \$100,000
Person/Dept Responsible for Grant Program Management:	William Anderson
Person/Dept Responsible for Reporting Expenditures:	Andrea Smith
Person/Dept Responsible for Requesting Revenue Claims:	Andrea Smith
Grant Requirements for Continuation of Program or Cooperative Agreements:	
	<b>Yes, maintain and operation of unit at Transfer Station</b>
Grant Requirements for Equipment, Ownership & Insurance:	
	<b>Add to inventory and maintain.</b>
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.:	
	<b>n/a</b>
Grant Requirements for Employment or Contracted Services:	
Will this grant add Value to Franklin County's Fixed Assets? (Yes/No):	No
Will this grant add Expense to Franklin County's Insurance Expense? (Yes/No):	Yes – replacing equipment
Approving Official Signature:	Date: 12/30/15



# GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> February 1, 2016	<b>End Date</b> January 31, 2021	<b>Agency Tracking #</b> 32701-02633	<b>Edison ID</b> PO _____
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<b>Grantee Legal Entity Name</b> <b>FRANKLIN COUNTY</b>	<b>Edison Vendor ID</b> 0000000025
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<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	<b>CFDA #</b>  <b>Grantee's fiscal year end</b>
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**Service Caption (one line only)**  
Department of Environment and Conservation –Waste Reduction Grant

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2016	\$59,154.00				\$59,154.00
<b>TOTAL:</b>	<b>\$59,154.00</b>				<b>\$59,154.00</b>

**Grantee Selection Process Summary**

Competitive Selection      All eligible entities are solicited and the grant contracts are funded based on technical merit of the application.

Non-competitive Selection

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

*Thomas W. Edv*

CPO USE – GG

**EDISON ID 48489**

<b>Speed Chart (optional)</b> EN000016386	<b>Account Code (optional)</b> 71301000
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**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
AND  
FRANKLIN COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Franklin County, hereinafter referred to as the "Grantee," is for the provision of purchasing waste reduction equipment/infrastructure, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000000025

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Planning and Installation. The Grantee shall perform all activities related to the grant project as described and detailed in the Grantee's application.
- a. Updated project plan timeline, if needed, shall be submitted within 30 days of grant execution and shall specify key milestones such as bidding, construction, installation, completion, operation, and grand opening.
  - b. Formal written agreements, between the public and private partners detailing the partnership and roles of each partner, shall be submitted within 30 days of grant execution.
  - c. Bid package, with equipment and facility specifications listed in the approved Attachment 1 grant budget line-item detail, shall be submitted for review and approval to the Division within 60 days of contract execution. Bidding shall be in accordance with local government bidding practices.
  - d. Equipment and facility needs shall be ordered within 30 days of receiving bid approval, unless otherwise approved in writing.
  - e. Equipment shall be installed or made operational at the location identified in the grant application promptly upon delivery to the site and no later than December 31, 2016.
- A.3. Operations. The Grantee shall operate the equipment and/or facility purchased pursuant to this grant and as detailed in the grant application operation plan for the purpose of supporting the Region's municipal solid waste plan and the statewide 2015-2025 Solid Waste and Materials Management Plan.
- a. Equipment and/or facility shall be operated primarily to manage the types of materials and sources of materials identified in the grant application.
  - b. Equipment and/or facility shall be operated as described in the operation plan
- A.4. Education. The Grantee shall implement the project's education plan as submitted in the grant application and report an update annually in the Annual Progress Report.
- A.5. Maintenance. The Grantee shall implement an approved maintenance plan and establish a capital improvement fund to ensure proper working order, replacement and maintenance of the equipment or facility for the terms and conditions of the Grant. The plan shall include a maintenance schedule that shall be made available to the Department upon request.
- A.6. Reporting. The Grantee shall report annually in the Annual Progress Report the following metrics:

- a. Progress toward achieving the goals and objectives identified in the grant application.
- b. Impact of the equipment and/or facility on the Solid Waste Planning Region progress toward the waste reduction/recycling goal
- c. Increased recycling access and participation
- d. Added collection capacity or processing capacity for the specified materials targeted in the grant application.
- e. Reduced residuals or improved commodity pricing.
- f. Progress toward achieving the education or promotion goals, including milestones, target audience, message, budget, and partners.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on February 1, 2016 ("Effective Date") and extend for a period of 60 (sixty) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifty Nine Thousand One Hundred Fifty Four Dollars (\$59,154.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Environment and Conservation  
 Division of Solid Waste Management (Grants)  
 William R. Snodgrass Tennessee Tower, 14<sup>th</sup> Floor  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.

- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Environment and Conservation, Division of Solid Waste Management.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-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, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

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

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Loretta Harrington, Grant Program Manager  
 Department of Environment and Conservation  
 Materials Management  
 William R. Snodgrass Tennessee Tower, 14<sup>th</sup> Floor  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243  
 Loretta.Harrington@tn.gov  
 Telephone # 615-532-0086  
 FAX # 615-532-0199

The Grantee:

The Honorable Richard Stewart, Mayor  
 Franklin County  
 855 Dinah Shore Boulevard, Room 3  
 Winchester, TN 37398  
 richard.stewart@franklincotn.us  
 Telephone # 931-967-2905  
 FAX # 931-962-1468

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee

shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. RESERVED
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 2.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall

comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles 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. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract 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 Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles 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 or motor vehicles. 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 or motor vehicles 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 or motor vehicles. 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 or motor vehicles, 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 or motor vehicles 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 or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles 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 or motor vehicles 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 or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles 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 or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its 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 or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles 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 or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.3 If for any reason, the Grantee fails to comply with the provision of Section A.5 of this grant contract, the Grantee shall refund to the State the appropriate pro rata share of funding as indicated in the following table:

Up to One (1) Year from Date of Purchase	100% of Funding
Year 2	80%
Year 3	60%
Year 4	40%
Year 5	20%

IN WITNESS WHEREOF,

FRANKLIN COUNTY:


1-5-16  
 \_\_\_\_\_  
 GRANTEE SIGNATURE DATE  
 RICHARD STEWART, MAYOR  
 \_\_\_\_\_  
 PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

\_\_\_\_\_  
 ROBERT J. MARTINEAU, JR., COMMISSIONER DATE

## ATTACHMENT 1

Page 1

GRANT BUDGET				
Franklin County Waste Reduction				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: February 1, 2016 END: January 31, 2021				
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>	\$59,154.00	\$39,436.00	\$98,590.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$59,154.00	\$39,436.00	\$98,590.00

<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.

## ATTACHMENT 1

Page 2

## GRANT BUDGET LINE-ITEM DETAIL:

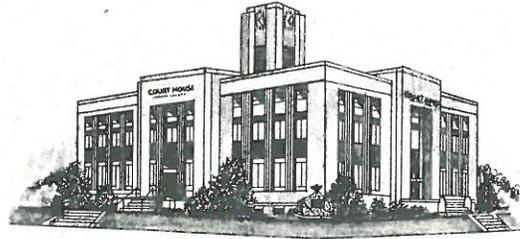
CAPITAL PURCHASE	AMOUNT
Waste Reduction Equipment/infrastructure as indicated below. One (1) Horizontal Full Eject Baler	\$59,154.00
TOTAL	<u>\$59,154.00</u>

# FRANKLIN COUNTY, TENNESSEE

RICHARD STEWART, COUNTY MAYOR

NO. 1 SOUTH JEFFERSON ST.  
WINCHESTER, TN 37398

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



It is my recommendation that the following  
be (re)appointed:

## **Emergency Communication District**

1<sup>st</sup> District Danny Smith

2<sup>nd</sup> District Delinda McDonald

3<sup>rd</sup> District Scott Smith

For a term of 4 years ending January 2020

## **Animal Control Board**

County Representative Patty Custer

For a term of 3 years ending December 2018

## **Solid Waste Management Board**

Charlie Brown to assume the position  
resigned by A.L. Shasteen

To finish the current term ending July 2017

*Richard Stewart, Mayor*

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

AS A CLERK OF THE COUNTY OF FRANKLIN, TENNESSEE I HEREBY CERTIFY TO THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF NOTARY PUBLIC DURING THE JANUARY 19, 2016 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. TAMMIE A. ALLEN	116 CAMPBELL LANE ELORA TN 37328	931-652-2106	1301 W MAIN ST DECHERD TN 37324	931-967-5181	
2. PEGGY E. ALSUP	PO BOX 696 2205 EAGLE BLUFF R MONTEAGLE TN 37356	931-924-9482	735 UNIVERSITY AVE SEWANEE TN 37383	931-598-1626	
3. KIM BRADFORD	181 GOLF COURSE LANE WINCHESTER TN 37398	931-636-1357	1310 UNIVERSITY AVE SEWANEE TN 37383	9315983315	
4. DEANA CURTIS	303 RUSSELL ST WINCHESTER TN 37375	931308-6806	1784 SHARP SPRINGS RD WINCHESTER TN 37398	9319672268	
5. JOANNA FOSTER	57 CRIMSON DRIVE WINCHESTER TN 37398	931-273-7141	2459 DECHERD BLVD WINCHESTER TN 37398	931-962-8817	
6. MICHAEL R. HILL	251 SUNSET VIEW ESTILL SPRINGS TN 37330	931-967-8911	405 SHARP SPRINGS ROAD WINCHESTER TN 37398	931-967-2345	
7. GLEN A. ISBELL	697 KEITH COVE RD COWAN TN 37318	931-308-1776	8 S JEFFERSON ST WINCHESTER TN 37398	931962 9008	
8. NANCY K. RINGER	19 TERRY KING DRIVE ESTILL SPRINGS TN 37330	931-691-3267	1 S JEFFERSON ST WINCHESTER TN 37398	9319672840	
9. SONYA L. ROBINSON	79 PITTENGER CIRCLE WINCHESTER TN 37398	931 962 3179	2629 DECHERD BLVD WINCHESTER TN 37398	931 962 2459	
10. DIANA K. ROCHA	61 KADES CT DECHERD TN 37324	931-968-9058	1910 DECHERD BLVD DECHERD TN 37324	9319675516	
11. RHONDA ROGERS	548 RILEY LANE WINCHESTER TN 37398	931-636-9964	305 S JACKSON STREET TULLAHOMA TN 37388	931-455-4534	
12. DAWN SCARLETT	279 DEER CIRCLE ESTILL SPRINGS TN 37330	931-649-5872	144 HOSPITAL RD WINCHESTER TN 37398	9319675860	
13. MICHELLE STOVALL	3060 BAXTER HOLLOW RD BELVIDERE TN 37306	931-308-5053	839 DINAH SHORE BLVD WINCHESTER TN 37398	931-967-9322	
14. CATHY L. THOMPSON	595 BLACKBERRY RIDGE LANE TULLAHOMA TN 37388	931-581-3809	1801 NORTH JACKSON ST TULLAHOMA TN 37388	393-3000	

\_\_\_\_\_  
SIGNATURE

CLERK OF THE COUNTY OF FRANKLIN, TENNESSEE

\_\_\_\_\_  
DATE

**PLEASE SIGN-IN  
GUEST AND MEDIA**

**FRANKLIN COUNTY FULL COMMISSION MEETING  
January 19, 2016  
REGULAR SESSION**

<u>NAME</u>	<u>AFFILIATION</u>
1. <u>Danny Michure</u>	<u>Plot Plan review</u>
2. <u>Jeff Stratton</u>	<u>Rezoning</u>
3. <u>Barbara Stratton</u>	<u>Rezoning</u>
4. <u>Philip J. Loreng III</u>	<u>Herald Chronicle</u>
5. <u>Bryan Jones</u>	<u>Citizen</u>
6. <u>Willie Chum</u>	<u>FCSW</u>
7. <u>Courtney Colburn</u>	<u>Leadership Franklin County</u>
8. <u>Michael Huffer</u>	<u>Franklin Co. Buzz</u>
9. <u>Caitlin Mills</u>	<u>Leadership Franklin County</u>
10. <u>JANET PETRUWICH</u>	<u>PLANNING &amp; ZONING</u>
11. <u>AMIE LONAS</u>	<u>FCS</u>
12. <u>Janet Colburn</u>	<u>Citizen</u>
13. <u>Clara L. Smith</u>	<u>Finance</u>
14. <u>Hollie Schmidt</u>	<u>Leadership Franklin County</u>
15. <u>Christiana Rogers</u>	<u>WCOT</u>
16. _____	_____

**OTHER COMMENTS: NONE**

**MOTION BY STINES TO ADJOURN AT 7:27 PM, SECOND FINNEY,  
ALL AYES; APPROVED BY VOICE VOTE. 15/0**

\*\*\*\*\*

Benediction was given by Chairman Eddie Clark.

**JANUARY 19, 2016 REGULAR SESSION**

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

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

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