

REGULAR SESSION
July 18, 2016

- 1) **BE IT REMEMBERED** that the Board of Franklin County Commissioners met in Regular Session at the Franklin County Courthouse in Winchester, Tennessee, on July 18, 2016. Chairman Eddie Clark presided and called the meeting to order at 7:00 pm. Sheriff Tim Fuller led everyone in pledging allegiance to the flag. Commissioner Hughes gave the invocation. Deputy Clerk Mary Sons recorded the minutes.

ROLL CALL:

Johnny Hughes
Helen Stapleton
Barbara Finney
Doug Goodman
David Eldridge
Angie Fuller
Don Cofer
Dale Amacher
Iris Rudder
Gene Snead
Stanley Bean
Lisa Mason
Dale Schultz
Dave Van Buskirk
Eddie Clark
Chuck Stines

PRESENT (16) ABSENT (0)

A QUORUM WAS DECLARED

2) **PUBLIC HEARING:**

OLD BUSINESS:

The Decherd Municipal-Regional Planning Commission recommended the rezoning for the following applicant:

1. Jim Penland
 - a. Paul Max Quant III spoke and informed the commission that all problems had been resolved.

MOTION BY BEAN TO APPROVE THE REZONING, SECOND MASON, ALL AYES; APPROVED BY VOICE VOTE. 16/0

NEW BUSINESS

The Franklin County Regional Planning Commission recommended the rezoning for the following applicant:

2. Frank Gladu, Agent for University of the South, et al
 - a. Brian Wright gave a power point presentation of the proposed growth of the area being rezoned
 - b. John Goodman, President of Sewanee Business Alliance spoke for the rezoning

- c. Chris Collain, resident leaseholder, spoke of concern asking that the university be accountable to the people living in the area being rezoned
- d. Louise Irwin, spoke of concerns with the water and sewer through the proposed development
- e. Commissioner Hughes shared concerns and requested the university to continue to respect citizens and leaseholders
- f. Commissioner Stines spoke concerns of supporting current businesses there
- g. Commissioner Stapleton was concerned about the promises made and would like to see them in writing
- h. Lucia Dale, lease holder, questioned what was in place to bring people to Sewanee for the proposed plans

MOTION BY STINES TO APPROVE THE REZONING, SECOND BEAN, ALL AYES; APPROVED BY VOICE VOTE. 16/0

- 3. Three amendments to the Zoning Resolution
 - a. No one spoke for or against the amendments

MOTION BY VANBUSKIRK TO APPROVE THE AMENDMENTS, SECOND MASON, ALL AYES; APPROVED BY VOICE VOTE. 16/0

PUBLIC HEARING ENDED AT 7:33 PM

3) APPROVAL OF MINUTES

Regular Session – June 20, 2016

Book 31, Pages 6-261

MOTION BY VAN BUSKIRK TO APPROVE THE MINUTES AS RECORDED, SECOND HUGHES, ALL AYES; APPROVED BY VOICE VOTE. 16/0

4) REPORT OF THE FINANCE DIRECTOR

- a) Report of Revenues and Expenditures (May 2016)

MOTION BY GOODMAN TO RECEIVE AND FILE THE REPORT OF THE FINANCE DIRECTOR, SECOND FINNEY, ALL AYES; APPROVED BY VOICE VOTE. 16/0

5) RECOMMENDATIONS/COMMUNICATIONS: NONE

6) COMMITTEE/DEPARTMENT REPORTS

- a) Franklin Co Trustee’s Interest Earned Analysis & Comparison (May 2016)
- b) Local Option Sales Tax Analysis & Comparison (May 2016)
- c) Finance Committee Minutes (July 7, 2016)
- d) Legislative Committee Minutes (July 7, 2016)
- e) Trustee’s Annual Report of the Finances for Franklin County
- f) Department Quarterly Reports
 - 1) Chancery Court Clerk

- 2) Circuit Court Clerk
- 3) County Clerk
- 4) Planning & Zoning
- 5) Register of Deeds
- 6) Solid Waste Management
- 7) Veterans Service Office

MOTION BY AMACHER TO RECEIVE AND FILE THE COMMITTEE/DEPARTMENT REPORTS, SECOND HUGHES, ALL AYES; APPROVED BY VOICE VOTE. 16/0

7) OLD BUSINESS: NONE

8) NEW BUSINESS/RESOLUTIONS

- a) Resolution 8a-0716 Authorizing a Multiple Year Lease Purchase and Maintenance Agreement for the Franklin County Library

MOTION BY HUGHES TO APPROVE RESOLUTION 8a-0716, SECOND GOODMAN, ALL AYES; APPROVED BY VOICE VOTE. 16/0

- b) Resolution 8b-0716 To Lower the Speed Limit Along Various Roads in Franklin County

MOTION BY STINES TO APPROVE RESOLUTION 8b-0716, SECOND GOODMAN, ALL AYES; APPROVED BY VOICE VOTE. 16/0

- c) Resolution 8c-0716 To Approve Section 1.6 of Tennessee Department of Transportation – Local Government Guidelines Form 1-2 Consultant Selection for Projects Funded in Whole or Part by the Federal Highway Administration or the Tennessee Department of Transportation

MOTION BY SCHULTZ TO APPROVE RESOLUTIONS 8c-0716, SECOND FINNEY, ALL AYES; APPROVED BY VOICE VOTE. 16/0

- d) Resolution 8d-0716 Amending the General Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2016.

- e) Governmental Grant Contract with Department of Economic and Community Development and County of Franklin

MOTION BY VAN BUSKIRK TO APPROVE RESOLUTION 8d-0716 AND THE GRANT CONTRACT, SECOND RUDDER, ALL AYES; APPROVED BY ROLL CALL VOTE. 16/0

- f) Certificate of Property Insurance, Franklin County School System

MOTION BY FINNEY TO APPROVE, SECOND FULLER, ALL AYES; APPROVED BY VOICE VOTE. 16/0

- g) Grant Pre-Application Notification Summary & Application/FC Library
**MOTION BY AMACHER TO APPROVE, SECOND FINNEY ALL
AYES; APPROVED BY VOICE VOTE. 16/0**

- h) Grant Pre-Application Notification Summary & Contract/Health Department
**MOTION BY GOODMAN TO APPROVE, SECOND AMACHER ALL
AYES; APPROVED BY VOICE VOTE. 16/0**

- i) Grant Pre-Application Notification Summary & Contract/University of the
South/Airport
**MOTION BY HUGHES TO APPROVE, SECOND STAPLETON ALL
AYES; APPROVED BY VOICE VOTE. 16/0**

- j) **HAND OUT:** Resolution 8j-0716 Amending the General Fund Budget of
Franklin County, Tennessee for the Fiscal Year Ending June 30, 2016
**MOTION BY FULLER TO SUSPEND THE RULES AND ALLOW A
HANDOUT, SECOND HUGHES ALL AYES; APPROVED BY VOICE
VOTE. 16/0**
**MOTION BY RUDDER TO APPROVE RESOLUTION 8j-0716,
SECOND FINNEY ALL AYES; APPROVED BY ROLL CALL VOTE. 16/0**

9) ELECTIONS/APPOINTMENTS

- a) Appointment of Dale Schultz to the Emergency Communication District Board
**MOTION BY GOODMAN TO APPROVE, SECOND STINES, ALL
AYES; APPROVED BY VOICE VOTE. 16/0**

- b) Approval of (4) Applicants for Notary Public
**MOTION BY FULLER TO APPROVE (4) NOTARIES, SECOND
STINES, ALL AYES; APPROVED BY ROLL CALL VOTE. 16/0**

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

F.C. Planning & Zoning Department

NOTICE OF PUBLIC HEARING

In conformity with TCA-13-7-105, a public hearing will be held by the Franklin County Board of Commissioners on July 18, 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 DECHERD MUNICIPAL-REGIONAL PLANNING COMMISSION RECOMMENDS THE FOLLOWING ITEM FOR REZONING:

1. Rezoning from R-2, General Residential, to C, Commercial. 20th Civil District. Franklin County Property Map No. 45, Parcel 43.05. Location – TN State Route 127, Size – approximately 5.30+/- acres. Applicant – Jim Penland.

THE FRANKLIN COUNTY REGIONAL PLANNING COMMISSION RECOMMENDS THE FOLLOWING ITEMS FOR REZONING:

2. Rezoning from R-2, General Residential and A, Agricultural to MU-Mixed Use. 18th Civil District; Parcel 1.00 (Part), Franklin County, TN Property Map No. 69; Parcels 45.00, 46.00, 48.00, 49.00, 50.00, 52.00, 53.00, 55.00, and 57.00, Franklin County, TN Property Map No. 69E “A”; Parcel 22.00, Franklin County, TN Property Map No. 69K “A”; Parcels 1.00, 6.00, 7.00, 8.00, 9.00, 10.00, 11.00, 12.00, 13.00, 14.00, 15.00, 37.00, 39.00, 40.00, and 44.00, Franklin County, TN Property Map No. 69L “A”. Location – Boundary includes U.S. Highway 41-A, Hat Rock Road, Winn’s Circle, Bob Stewman Road, Bobtown Circle, Mimosa Circle, Ball Park Road, Castleberry Drive, Bakers Lane, Prince Lane, and Lake O’Donnell Road. Size – approximately 67.02 +/- acres per survey. Applicant – Frank Gladu, Agent for University of the South, et al.

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

1. Amendments that revise the Definition of Terms within Article III; regarding additional definitions to include “hotel” and “microbrewery”; regarding a revision to the definition of “parking space”.
2. Amendments that revise the provisions within Article IV, Section 2.3; regarding minimum access requirement, Sections 7, 7.1, 7.2, 7.3, 7.4, 7.7, 7.10, 7.11, 7.14, and 7.19; regarding automobile storage.
3. Amendments that revise the provisions within Article VII, Section 1.1; regarding Uses Permitted, Section 1.2; regarding Uses Permitted on Appeal, Section 1.4; regarding minimum lot area, lot width, building area; rear, side and front yards, and Section 1.5; regarding building height restrictions. The addition of provisions regarding automobile parking standards.

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 28th day of June, 2016.

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

Building Permits are required in Franklin County

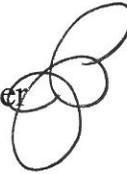
Franklin County Planning & Zoning Department

Memo

July 8, 2016

To: Franklin County Board of Commissioners

From: Janet Petrunich, Director/Building Commissioner



Re: Rezoning for Jim Penland

Under Old Business:

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

Item one (1).

Rezoning from R-2, General Residential, to C, Commercial, 20th Civil District.
Franklin County Property Map No. 45, Parcel 43.05. Location – TN State Route 127,
Size – approximately 5.30+/- acres. Applicant – Jim Penland.



CITY OF DECHERD

CITY OF DECHERD
P.O. BOX 488
1301 W. MAIN ST.
DECHERD, TN. 37324
931-967-5181 FAX: 931-967-4068

Incorporated in 1868
DEDICATED TO PROGRESS

Mayor
ROBIN SMITH

Vice-Mayor
DON COFER

Aldermen
ROY PARTIN
JIMMY WAYNE SANDERS
KARL SMITH

City Administrator
MIKE FOSTER

City Attorney
FLOYD DAVIS

City Judge
SARAH SIMMONS

Public Safety Director
ROSS PETERSON

Street/Sanitation Supt.
MIKE ST. JOHN

Water/Sewer Supt.
WESLEY PARKS

Codes Enforcement
DENNIS L. DONEY

**Certified Municipal
Finance Officer**
TAMMIE ALLEN

Janet,

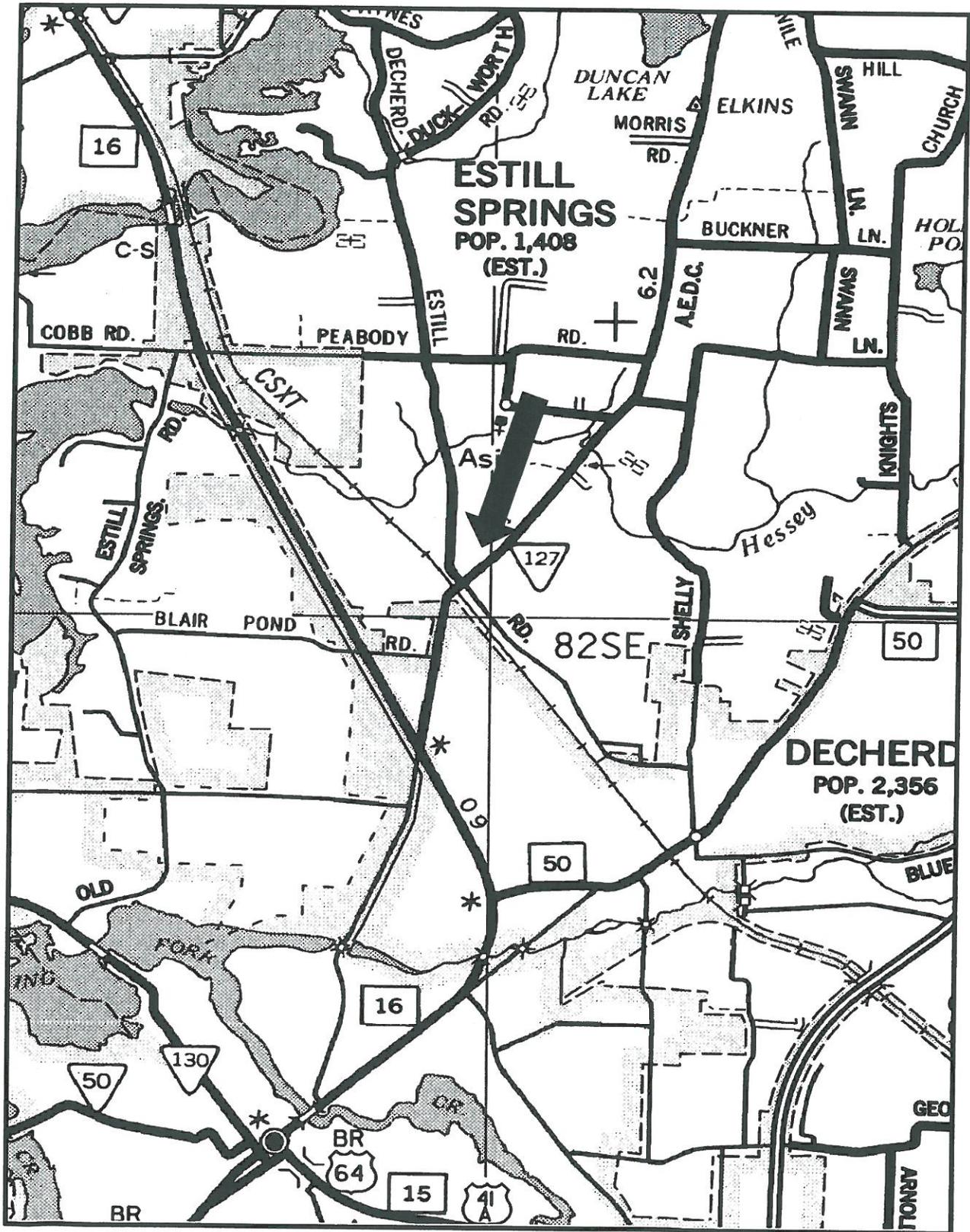
,Our Municipal Regional Planning Commission voted on the rezoning of the property presented to us on May 23, 2016. The property is located on Hwy 127 (AEDC Rd.) in our planning region. The Map and parcel for the property is Map 45 Parcel 43.05, owned by James Penland and Greg Vaughn. The recommendation passed with a vote of four (4) to one (1). No reasons was discussed for the no vote.

Sincerely,

Dennis L. Doney

Dennis L. Doney
Codes Official
City of Decherd

General Map – Jim Penland
County Commission – 6/20/2016





JOHNSON AND ASSOCIATES
 REGISTERED LAND SURVEYORS

518 DAVID CROCKETT HWY
 WINCHESTER, TENNESSEE 37398

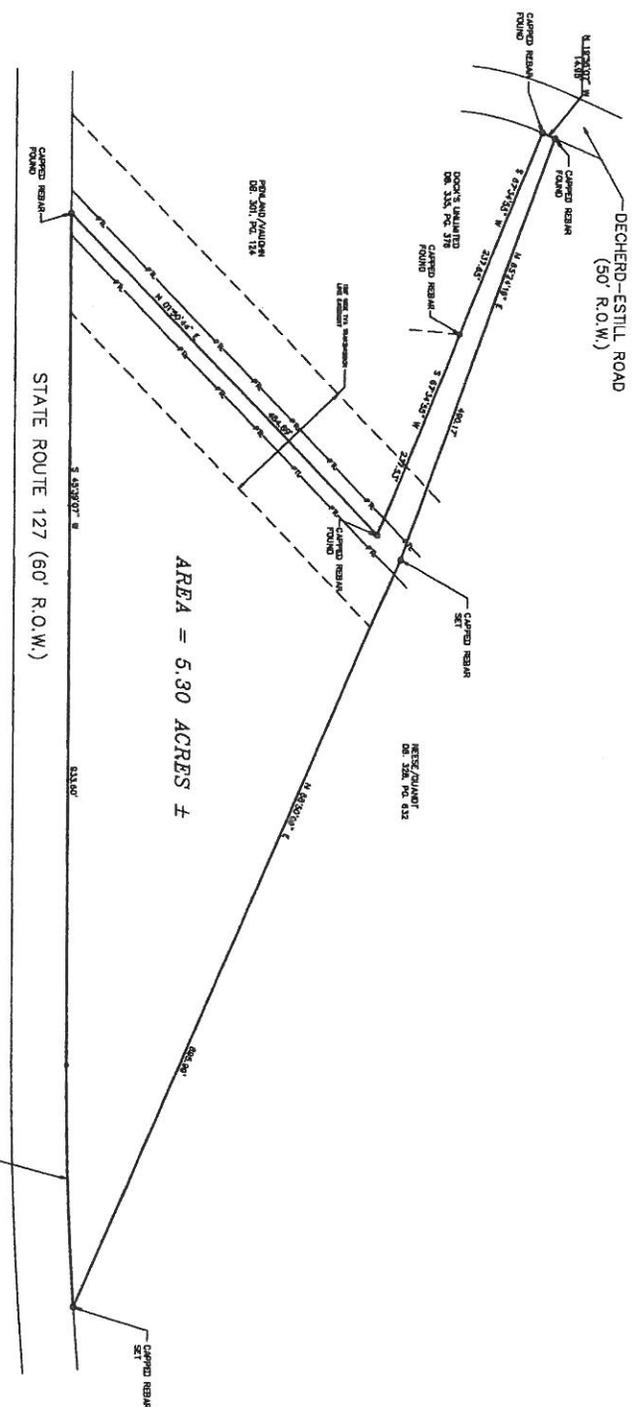
TEL: (615) 987-4888 OFFICE
 FAX: (615) 987-4888

DATE	DESCRIPTION	SCALE	DATE
05/05/16 <td>RE-ZONING SURVEY <td>1" = 60'</td> <td>05/05/16</td> </td>	RE-ZONING SURVEY <td>1" = 60'</td> <td>05/05/16</td>	1" = 60'	05/05/16
05/05/16 <td>RE-ZONING SURVEY <td>1" = 60'</td> <td>05/05/16</td> </td>	RE-ZONING SURVEY <td>1" = 60'</td> <td>05/05/16</td>	1" = 60'	05/05/16
16/03/15 <td>RE-ZONING SURVEY <td>1" = 60'</td> <td>16/03/15</td> </td>	RE-ZONING SURVEY <td>1" = 60'</td> <td>16/03/15</td>	1" = 60'	16/03/15

RE-ZONING SURVEY
 CERTIFIED TO
**JAMES PENLAND AND
 GREG VAUGHN**

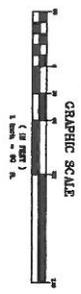
SHEET
 OF

DEED REFERENCE:
 JAMES & PENLAND AND GREG A. VAUGHN
 DE 366 PG 577



AREA = 5.30 ACRES ±

N 82°50'00" W
 114.86± FT
 S 82°50'00" W
 114.86± FT
 S 82°50'00" W
 114.86± FT

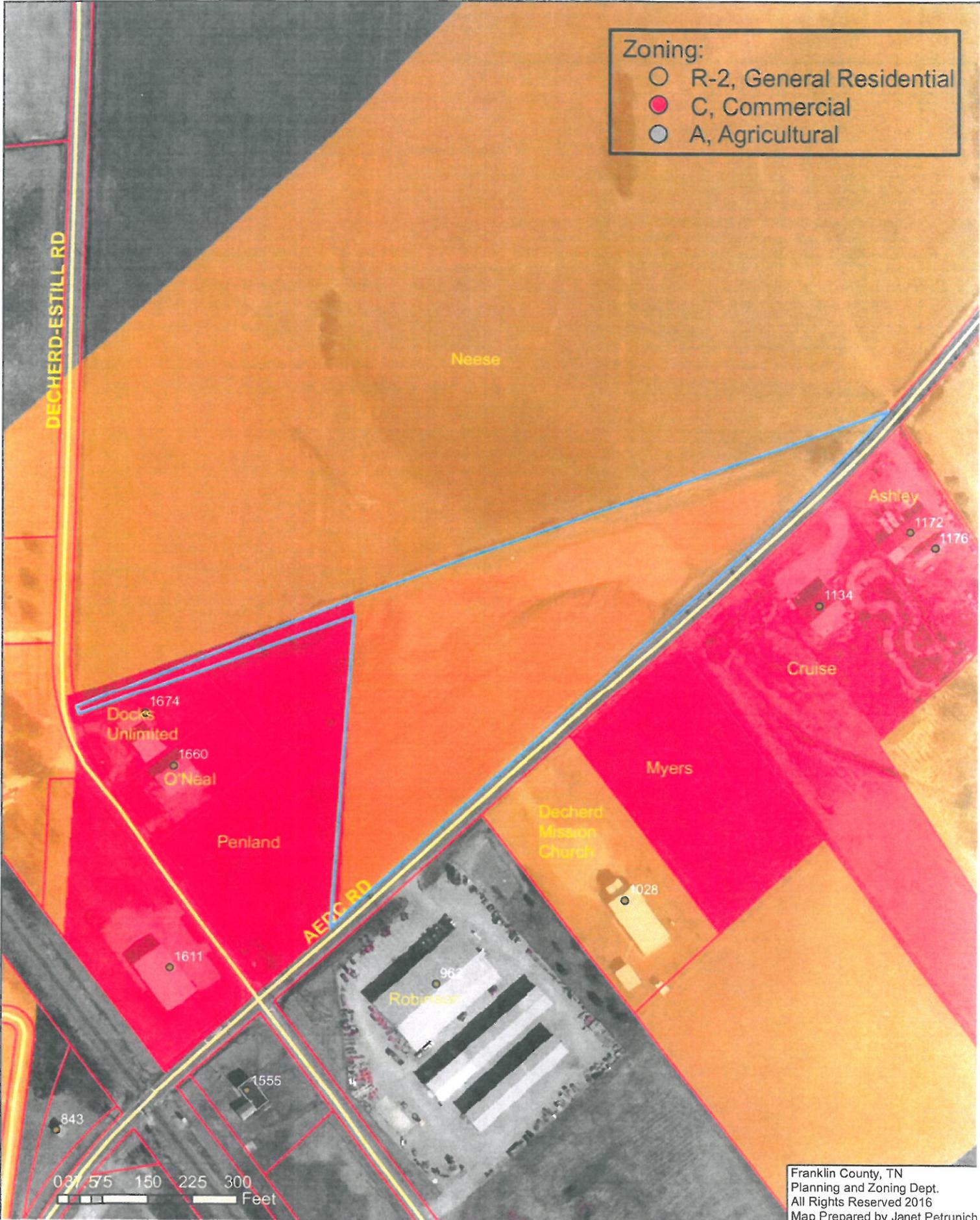


NOTE:
 1. THIS INACT IS TO BE RECORDED TO C. COMMONAL

STATE OF TENNESSEE
 COUNTY OF FAYETTE

I, JAMES A. JOHNSON, A REGISTERED LAND SURVEYOR IN THE STATE OF TENNESSEE, HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY RECORD AS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF FAYETTE, TENNESSEE, AND THAT THE UNLAWFUL HAND OF FALSIFICATION EXCEEDS THE POWER OF THIS OFFICE. NO FURTHER SURVEY THAT RELIES UPON THIS SURVEY, RESPECTIVE THIS PRESENT IS SUBJECT TO ANY STATE OR FEDERAL, A COUNTY AND ACCURATE FILE RECORD WOULD BE MADE. THIS DRAWING IS NOT VALID UNLESS SIGNED AND SEALED BY THE SURVEYOR AND SIGNATURE OF THE SURVEYOR RESPONSIBLE FOR ITS PREPARATION

GIS View - Jim Penland
Map 45, Parcel 43.05
County Commission 6-20-2016



Franklin County Planning & Zoning Department

Memo

July 7, 2016

To: Franklin County Board of Commissioners

From: Janet Petrunich, Director/Building Commissioner



Re: Rezoning for Frank Gladu, Agent for University of the South, et al.

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

Item two (2).

1. Rezoning from R-2, General Residential and A, Agricultural to MU-Mixed Use. 18th Civil District; Parcel 1.00 (Part), Franklin County, TN Property Map No. 69; Parcels 45.00, 46.00, 48.00, 49.00, 50.00, 52.00, 53.00, 55.00, and 57.00, Franklin County, TN Property Map No. 69E "A"; Parcel 22.00, Franklin County, TN Property Map No. 69K "A"; Parcels 1.00, 6.00, 7.00, 8.00, 9.00, 10.00, 11.00, 12.00, 13.00, 14.00, 15.00, 37.00, 39.00, 40.00, and 44.00, Franklin County, TN Property Map No. 69L "A". Location – Boundary includes U.S. Highway 41-A, Hat Rock Road, Winn's Circle, Bob Stewman Road, Bobtown Circle, Mimosa Circle, Ball Park Road, Castleberry Drive, Bakers Lane, Prince Lane, and Lake O'Donnell Road. Size – approximately 67.02 +/- acres per survey. Applicant – Frank Gladu, Agent for University of the South, et al.

Staff Report

Date: June 28, 2016
To: Franklin County Regional Planning Commission
From: Staff

General Information

Applicant: Frank Gladu
Status of Applicant: Agent for University of the South, and 24 Leaseholders.
Requested Action: Rezoning from A, Agricultural and R-2, General Residential to MU-Mixed Use.

Purpose: To allow any Use Permitted in an MU-Mixed Use zoned district.

Existing Zoning: R-2, General Residential, and A, Agricultural.

Location: 18th Civil District; Parcel 1.00, Franklin County, TN Property Map No. 69; Parcels 45.00, 46.00, 48.00, 49.00, 50.00, 52.00, 53.00, 55.00, and 57.00, Franklin County, TN Property Map No. 69E "A"; Parcel 22.00, Franklin County, TN Property Map No. 69K "A"; Parcels 1.00, 6.00, 7.00, 8.00, 9.00, 10.00, 11.00, 12.00, 13.00, 14.00, 15.00, 37.00, 39.00, 40.00, and 44.00, Franklin County, TN Property Map No. 69L "A". Boundary includes U.S. Highway 41-A, Hat Rock Road, Winn's Circle, Bob Stewman Road, Bobtown Circle, Mimosa Circle, Ball Park Road, Castleberry Drive, Bakers Lane, Prince Lane, and Lake O'Donnell Road.

Size: 67.02 acres +/- per survey.

Existing Land Use: Residential, Educational, and Religious.

Surrounding Land Use and Zoning:

North - Residential, Commercial, Religious, and MU-Mixed Use.

South - Residential, Wooded, and R-2, General Residential, A, Agricultural.

East - Residential, Wooded, and R-2, General Residential, A, Agricultural.

West - Commercial, Residential, Religious, and R-2, General Residential.

Applicable Regulations: Franklin County Zoning Resolution – Article X, Section 3 (Page 80); Article VI, Section 2 (Page 38); Article VII, Section 1 (Page 56); and Article XV (Page 117).

Specific Information

- Specific Activity:** To allow continued development and adaptive reuse of existing structures, and create a walkable, Mixed-Use village in downtown Sewanee.
- Previous Action:** A portion of the subject area was zoned R-2, General Residential with the adoption of Zoning in 1974. The first MU-Mixed Use area, on the properties of the University of the South was approved in 2007. A second area was approved in 2010, and a third area approved in 2013.
- Access:** The subject area is serviced by a TN State Route/US Hwy (US41-A) and various County Roads.
- Utilities:** Potable water is provided by the Sewanee Utility District (SUD). Power is available to the area and is provided by the Duck River Electric Membership Corporation. Sanitary sewer services are provided in the area by the Sewanee Utility District (SUD).
- Fire Protection:** Fire protection service is provided by the Sewanee Volunteer Fire Department. There are several fire hydrants located within the specified area.
- Other Public Services:** Police protection is provided by the Sewanee Police Department.
- Drainage/Flood:** The site is not in an identified FEMA flood hazard area per Map No. 47051C-0200E.
- Area Characteristics:** The immediate area is characterized by a mix of commercial, residential, and religious activities. The general area encompasses educational/religious facilities and activities of the University of the South; and includes some of the higher density commercial and residential activities.
- Planning Jurisdiction:** The site is located in the Franklin County Regional Planning Commission's jurisdiction.
- Field Survey:** 6-21-16.

Analysis

Staff recommends rezoning of the specified area as requested from A, Agricultural and R-2, General Residential to MU-Mixed Use.

1. The proposal is generally in compliance with the intent of the MU-Mixed Use zoning district provisions of the Franklin County Zoning Resolution.

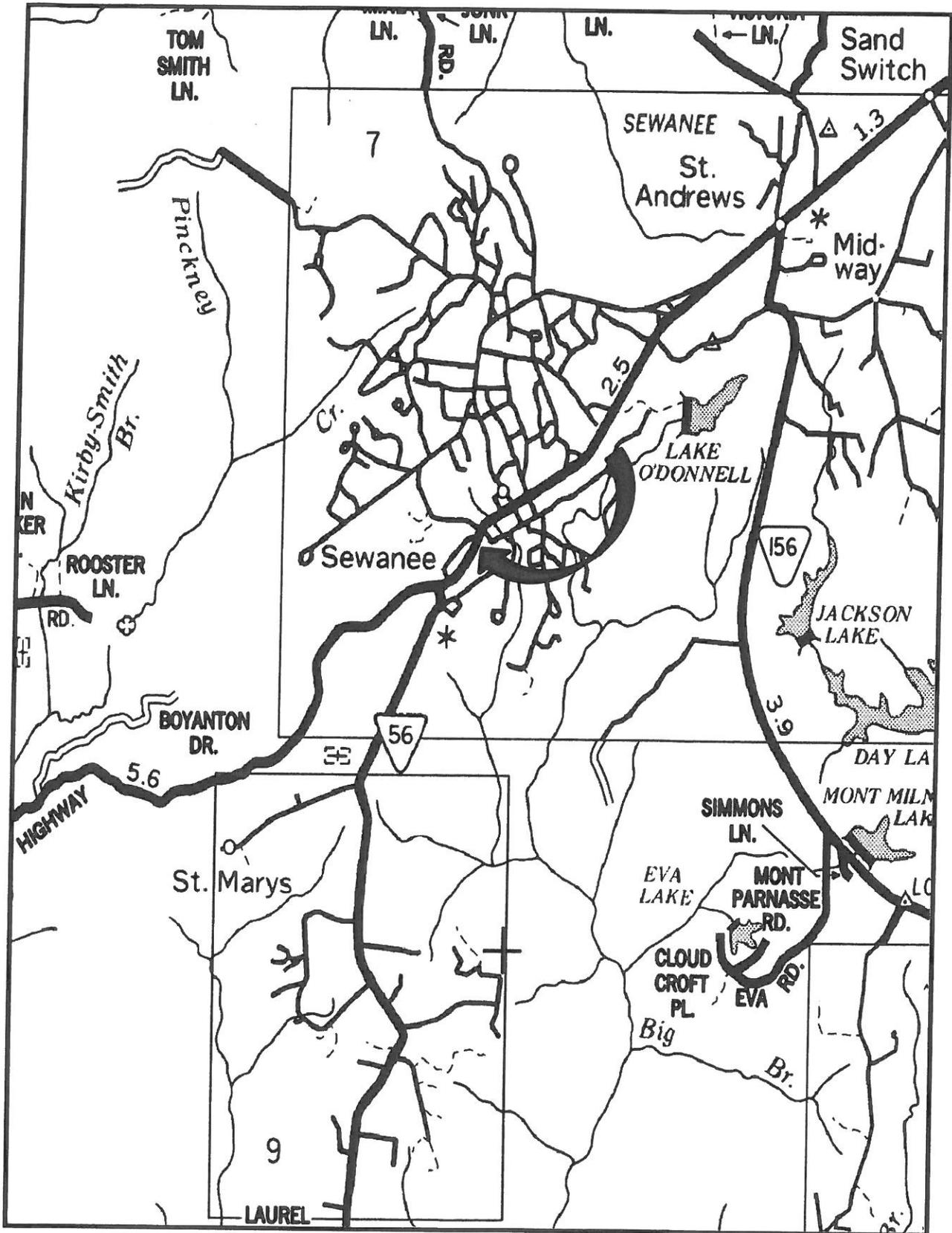
Attachments

1. General Location Map.
2. Survey.
3. GIS View.

JP/cb

General Map – Gladu for the University of the South

PC – 6/28/2016



GIS View - Frank Gladu, Agent for the University of the South, et al.
 Map 69, Parcel 1.00 (Part) and numerous others.
 County Commission 7-18-2016



The Franklin County Regional Planning Commission – June 28, 2016.

The Franklin County Regional Planning Commission met in a regular session on June 28, 2016 at 6:00 PM in the Franklin County Courthouse.

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

The minutes for the May 31, 2016 meeting were approved as written on a motion by John Woodall, seconded by David James. All aye.

A.L. Shasteen presented Case No. 08-16; Rezoning; Applicant: Frank Gladu, Agent for the University of the South, et al. Location – 18th Civil District; Parcel 1.00 (Part), Franklin County, TN Property Map No. 69; Parcels 45.00, 46.00, 48.00, 49.00, 50.00, 52.00, 53.00, 55.00, and 57.00, Franklin County, TN Property Map No. 69E “A”; Parcel 22.00, Franklin County, TN Property Map No. 69K “A”; Parcels 1.00, 6.00, 7.00, 8.00, 9.00, 10.00, 11.00, 12.00, 13.00, 14.00, 15.00, 37.00, 39.00, 40.00, and 44.00, Franklin County, TN Property Map No. 69L “A”. Location – Boundary includes U.S. Highway 41-A, Hat Rock Road, Winn’s Circle, Bob Stewman Road, Bobtown Circle, Mimosa Circle, Ball Park Road, Castleberry Drive, Bakers Lane, Prince Lane, and Lake O’Donnell Road. Janet Petrunich read the Staff Report. A.L. Shasteen addressed the audience, describing the procedures and protocol of the meeting. John Woodall offered that the planners for the University of the South had presented their plans for the downtown area at the highway commission meeting, and that they went over the proposed entrance, exits, and right-of- ways, and that everything was approved. A.L. Shasteen asked if anyone in the audience had any questions. Frank Gladu, Agent for the University of the South stated that what they were trying to accomplish was to provide uniformity within the village boundaries so that they could have consistency in their move forward to create a walkable community. Michael Rudder questioned if there were any returned adjoining property notices. Janet read a returned adjoining property notice. David Bownan questioned if there was going to be any demolition of existing buildings. Louise Irwin read an email written by Tam Parker stating that there were existing sewer issues in the area and was concerned about further overloading the system with more development. Frank Gladu offered that Ben Beavers with the Sewanee Utility District indicated that there were plans to put in a new sewer line in the Lake O’Donnell area however, he did not know the specifics and could not speak for the Sewanee Utility District. A.L. Shasteen offered that the Board could not speak for the Sewanee Utility District either, and that the issue should be taken up with them. Philip Lorenz stated that Mr. Bownan’s question had not been addressed about demolition. Frank Gladu stated that they had no plans for demolition of any buildings,

and that they have the right to remove any buildings owned by the university if they choose to, and that other buildings owned by other people they don't have the right to remove. Chris Colane had questions in regards to the specific plans, for specific buildings going on specific sites. Louise Irwin questioned the approval process and what it was based upon. Dave Van Buskirk offered that it was based upon the regulations in the Zoning Resolution. For further clarification of Louise Irwin's question, at the request of Dave Van Buskirk and Eddie Clark, Janet Petrunich offered the process of which the Planning Commission uses when considering a rezoning, such as the compatibility to the uses and zoning of the surrounding areas, and compliance with the intent of the Zoning Resolution. In this particular case, to determine if the proposal is generally in compliance with the intent of the Mixed Use zoning district provisions of the Franklin County Zoning Resolution. If the board decides the zoning request is compatible with the surrounding area, and in compliance with the intent of the requested zoned district, that they might make a favorable recommendation to the County Commission to rezone the property as requested. Michael Rudder offered that if they didn't think it was compatible or in compliance, that after a vote, the vote might be to recommend to the County Commission not to rezone. Chris Colane read a statement addressed to the university in regards to keeping the community informed and involved in the process of their future development plans. Frank Gladu offered that the development process has been very open, workshops with the public, a website, newsletter, letters to leaseholders, and offered that if anyone has any questions to call him at the university. There was a brief discussion about sidewalks and parking. A.L. Shasteen brought the discussion back to the table. Dave Van Buskirk made a motion to recommend the rezoning of the property as requested from R-2, General Residential and A, Agricultural to MU-Mixed Use to the County Commission, based upon the recommendation of the Staff Report. David James seconded the motion. All aye.

Under Old Business, A.L. Shasteen re-introduced a previously tabled request to amend portions of Article III, Article IV, and Article VII of the Zoning Resolution. Eddie Clark offered that one of the concerns and reasons for tabling the request last month was about the right-of-ways, and that according to John Woodall that issue was addressed and worked out at the road commission meeting. Dave Van Buskirk offered that he felt comfortable with the amendments and how they might affect the county as a whole. Eddie Clark stated that he also felt comfortable with proposed amendments with the exception of the minimum access requirement amendment, and wanted to be sure that the proposed amendment to the minimum access requirement would only be allowed in the Mixed Use district. Janet Petrunich read the proposed amendment which offered that the exception to the current minimum access requirement would only be for the Mixed Use district. Janet Petrunich read through the proposed amendments. Steve Dixon had questions regarding the criteria for rezoning to Mixed Use. Janet Petrunich read from the Zoning Resolution, the criteria for Mixed Use districts. There was a brief discussion about lot areas, lot widths, and setback requirements. A.L. Shasteen stated

he opposed some of the proposed amendments, but did not elaborate. Janet Petrunich offered her concerns about the zero front yard setbacks. There was a brief discussion about right-of-ways and front yard setbacks, several board members expressed that they didn't think the zero front yard setback would be an issue, and would only be allowed in the Mixed-Use zoned district. David James made a motion to recommend the request to amend portions of Article III, Article IV, and Article VII of the Zoning Resolution (see attached) for approval to the County Commission. John Woodall seconded the motion. All aye.

The meeting adjourned at 7:00PM 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

Draft Only/Unapproved

Franklin County Planning & Zoning Department

Memo

July 11, 2016

To: Franklin County Board of Commissioners

From: Janet Petrunich, Director/Building Commissioner

Re: Amendments to the Franklin County Zoning Resolution

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

Items one (1) thru three (3)

The Franklin County Regional Planning Commission recommended the following amendments to the Franklin County Zoning Resolution on 6-28-16:

Article III – Definition of Terms

Add new definitions:

Hotel: a facility with guest rooms or suites rented to the general public for transient lodging (less than 30 days). Guest room access is provided from an interior walkway and guest facilities may include dining areas, meeting facilities, personal services, swimming pools, tennis courts and indoor athletic/fitness facilities.

Microbrewery: a beer and/or cider-producing establishment which produces fewer than 15,000 barrels per year.

Add to existing definition:

Parking Space: In Districts other than Mixed Use Districts, one vehicular parking space at least two hundred and forty (240) square feet in area and, at least ten (10) feet in width. In Mixed Use Districts, one vehicular parking space meeting the standards of Article VII.

Add to Article IV – General Provisions; Section 2.3:

2.3 With the exception of Mixed Use Districts, no building shall be erected on a lot which does not abut at least one road which has been accepted as a public thoroughfare for at least thirty (30) feet or to a lot with an easement of at least thirty (30) feet in width to a road which has been accepted as a public thoroughfare. In Mixed Use Districts, no building shall be erected on a lot which does not abut at least one road which has

been accepted as a public thoroughfare for at least eighteen (18) feet or to a lot with an easement of at least eighteen (18) feet in width to a road which has been accepted as a public thoroughfare. In case of lots having easements to an accepted public thoroughfare, no more than three (3) lots will be allowed to share all or any part of their easement with other lots. [To allow up to three lots to share easements (four lots, including the parent parcel with road frontage)].

Add to Article IV – General Provisions; Sections 7, 7.1, 7.2, 7.3, 7.4, 7.7, 7.10, 7.11, 7.14 and 7.19:

7. Automobile Storage.

In Districts other than Mixed Use Districts, an automobile storage area shall be provided on each lot in which any of the following uses are hereafter established. Such parking area shall meet the following minimum requirements. In Mixed Use Districts, the required automobile storage area shall mean the Actual Parking Attributable to a Lot as defined in Article VII, and the number of required Parking Spaces or the required Parking Area may be reduced by a Shared Parking Factor, as specified in Article VII.

- 7.1 Amusement Places (Auditoriums, Stadiums, Theaters, or Similar Uses). In Districts other than Mixed Use Districts, one parking area for the number of employees; plus one third the number of patron seats. In Mixed Use Districts, one (1) Parking Space for every four (4) patron seats.
- 7.2 Churches. In Districts other than Mixed Use Districts, five (5) parking areas for the first thirty (30) individual seating spaces; plus one parking area for every twenty (20) individual seating spaces, thereafter. In Mixed Use Districts, five (5) Parking Spaces for the first thirty (30) individual seating spaces plus one Parking Space for every twenty (20) individual seating spaces, thereafter.
- 7.3 Dining Places (Restaurants, Tea Rooms, Night Clubs, Coffee Shops, or Similar Uses). In Districts other than Mixed Use Districts, three (3) square feet of automobile storage area for every square foot of customer service area; plus one parking area for every four (4) employees. In Mixed Use Districts, one (1) Parking Space for every one thousand (1,000) square feet of building area.
- 7.4 Dwellings. In Districts other than Mixed Use Districts, two (2) parking areas for every dwelling unit. In Mixed Use Districts, two (2) Parking Spaces for every detached dwelling unit and one (1) Parking Space for every attached dwelling unit.
- 7.7 Hotels. In Districts other than Mixed Use Districts, one (1) parking area for every guest room; plus one (1) parking area for every three (3) employees. In Mixed Use Districts, one (1) Parking Space for every guest room.
- 7.10 Medical or Dental Clinics. In Districts other than Mixed Use Districts, three (3) parking areas for every doctor; plus one (1) parking area for every two (2) employees. In Mixed Use Districts, three (3) Parking Spaces for every doctor; plus one (1) Parking Space for every (2) employees.
- 7.11 Office, Professional, or Public Buildings. In Districts other than Mixed Use Districts, four (4) square feet of automobile storage area for every square foot of office space; plus one (1) parking area for every three (3) employees. In Mixed Use Districts, three (3) Parking Spaces for every one thousand (1,000) square feet of building area.

7.14 Retail Business or Personal Service Establishment. In Districts other than Mixed Use Districts, four (4) square feet of automobile storage area for every square foot of customer service area; plus one (1) parking area for every three (3) employees. In Mixed Use Districts, three (3) Parking Spaces for every one thousand (1,000) square feet of building area.

7.19 Parking Angle. With the exception of Mixed Use Districts, where ninety (90) degree parking is planned or required, a width of sixty-five (65) lineal feet shall be provided for two (2) tiers of automobiles separated by a two-way aisle. Parking Space and aisle dimensions for Mixed Use Districts are set forth in Article VII.

Add to Article VII – Provisions Governing Mixed Use Districts; Section 1.1 Uses Permitted

1.1(24) Grocery store or market selling food and other convenience good;

1.1(25) Entertainment uses including, but not limited to, live music venues, bars, dance clubs and night clubs;

1.1(26) Microbrewery with on-premises brewing and consumption of beer and/or cider;

Add to Article VII – Provisions Governing Mixed Use Districts; Section 1.2 Uses Permitted on Appeal

1.2(13) Hotel or Inn

Article VII – Provisions Governing Mixed Use Districts; Section 1.4(1) Lot Area, Lot Width, Rear and Side Yards

Change From:

1.4(1) Lot Area, Lot Width, Rear and Side Yards.

Minimum lot area for detached dwellings or structures..... 5,000 sq. ft.

Minimum lot area for attached dwellings or structures..... 2,500 sq. ft.

Minimum lot width at building line:

For detached dwellings..... 50 feet

For attached dwellings..... 30 feet

For institutional uses..... 250 feet

For other permitted uses..... 50 feet

Minimum rear yard for structures..... 20 feet

Minimum side yard:

For structures used as detached dwellings10 feet

For attached dwellings.....0 feet

For all other structures.....0 feet

For uses located on parcels abutting lakes, rivers, or bluff boundaries:

Minimum side yard that abuts the lake, river, or bluff.....10 feet

Minimum rear yard that abuts the lake, river, or bluff.....10 feet

To:

1.4(1) Lot Area, Lot Width, Rear and Side Yards.

Minimum lot area for detached dwellings or structures..... No minimum.

Minimum lot area for attached dwellings or structures..... No minimum.

Minimum lot width at building line:

For detached dwellings..... 25 feet

For attached dwellings..... 18 feet

(For Institutional uses – to be removed from provisions)

For other permitted uses..... 25 feet

Minimum rear yard for structures..... 3 feet

Minimum side yard:

For structures used as detached dwellings5

For attached dwellings.....0 feet

For all other structures.....0 feet

For uses located on parcels abutting lakes, rivers, or bluff boundaries:

Minimum side yard that abuts the lake, river, or bluff.....10 feet

Minimum rear yard that abuts the lake, river, or bluff.....10 feet

Article VII – Provisions Governing Mixed Use Districts; Section 1.4(2) Front Yards.

Change From:

1.4(2) Front Yards. All principal and accessory structures shall be set back from the right-of-way lines of roads the minimum distance shown below, according to their classifications as indicated on the latest official municipal-regional thoroughfare plan:

Arterial Roads 40 feet

Collector Roads 20 feet

Minor Roads 20 feet

To:

1.4(2) Front Yards.

Minimum front yard for structures.....0 feet

Maximum front yard for structures.....60 feet

Article VII – Provisions Governing Mixed Use Districts; Section 1.4(3) Building Area.

Change From:

1.4(3) Building Area. On any lot or tract, the area occupied by all structures, including accessory structures, shall not exceed eighty (80) percent of the total area. Accessory structures shall not cover more than twenty (20) percent of any rear yard.

To:

1.4(3) Building Area. On any lot or tract, the area occupied by all structures, including accessory structures, shall not exceed eighty (80) percent of the total area, with the exception of attached structures, which may occupy one hundred (100) percent of the total area.

Article VII – Provisions Governing Mixed Use Districts; Section 1.5 Height.

Change From:

1.5 Height. Principal structures shall not exceed three (3) stories nor thirty-five (35) feet in height, except for churches or educational uses. No accessory structure shall exceed two (2) stories in height.

To:

1.5 Height. Principal structures shall not exceed three (3) stories in height, except for churches or educational uses. No accessory structure shall exceed two (2) stories in height.

Add to Article VII – Provisions Governing Mixed Use Districts:

1.8 Dimensional Standards for Parking Spaces and Aisles

1.8(1) In the Mixed Use District, Parking Spaces and parking lot aisles shall comply with the minimum dimensional standards established in the table below. No more than twenty (20) percent of the total parking spaces may be designed and designated for compact cars.

Dimensional Standards for Parking Spaces and Aisles				
Angle	Drive Aisle Width		Space Width*	Space Length*
	One Way	Two Way		
Parallel	12'	20'	8'	20'
30 degree angled	11'	22'	9'	18'
45 degree angled	13'	22'	9'	18'
60 degree angled	18'	22'	9'	18'
Perpendicular	22'	22'	9'	18'

*Compact Spaces may be no smaller than 8' in width by 15' in length.

- 1.9 Actual Parking Attributable to a Lot. For the purposes of this Article VII, “Actual Parking Attributable to a Lot” shall mean and be calculated as the sum of the following:
- 1.9(1) all Parking Spaces within the lot;
 - 1.9(2) all Parking Spaces which are adjacent to the front Lot Line created by an abutting thoroughfare, and on the same side of the thoroughfare as the Lot; and
 - 1.9(3) if elected by the applicant, all Parking Spaces within a Parking Area or parking structure available to the public or by parking agreement or easement which are within the same block as the Lot or adjacent to the block in which the Lot is situated.
- Any fractional spaces of Actual Parking shall be rounded down to the nearest whole number.

- 1.10 Shared Parking.
 When two uses in the Mixed Use District share parking, the total number of required Parking Spaces or required Parking Area may be reduced by a Shared Parking Factor, as shown in the table below. The sum of the required Parking Spaces for the two use types shall be divided by the factor listed in the table below. When three or more uses share parking, the two uses with the larger proportion of gross floor area shall be used. The required number of parking spaces shall be rounded up to the closest whole number.

Shared Parking Factor for Two Uses				
	Dwellings	Hotels	Business and professional offices and services	Retail, grocery, convenient commercial uses, restaurants and other food-related businesses
Dwellings	1.0	1.1	1.4	1.2
Hotels	1.1	1.0	1.7	1.3
Business and professional offices and services	1.4	1.7	1.0	1.2
Retail, grocery, convenient commercial uses, restaurants and other food-related businesses	1.2	1.3	1.2	1.0

FUND CATEGORY	APPROP FY 15/16	AMENDED FY 15/16	COLLECTED MAY	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
GENERAL FUND (101)						
Local Taxes (40000)	9,334,200	11,234	255,524	8,908,531	436,903	95.32%
Licenses & Permits (41000)	81,000		15,124	72,864	8,136	89.96%
Fines, Forfeitures & Penalties (42000)	274,275		21,101	165,005	109,270	60.16%
Charges for Current Services (43000)	316,725		25,860	249,963	66,762	78.92%
Other Local Revenue (44000)	104,650	16,938	5,102	119,224	2,364	98.06%
Fees from Officials (45000)	1,914,000		167,179	1,680,975	233,025	87.83%
State of Tennessee (46000)	2,643,970	65,211	45,559	1,780,510	928,672	65.72%
Federal Government (47000)	746,627	1,413,194	26,881	676,930	1,482,891	31.34%
Other Governments & Citizens (48000)	323,640	2,325	130,768	257,184	68,781	78.90%
Other Sources (49000)	248,606	-	-	248,606	-	100.00%
Total County General	15,987,693	1,508,902	693,099	14,159,792	3,336,803	80.93%
COURTHOUSE/JAIL MAINT. (112)						
Local Taxes (40000)	153,000		14,091	133,258	19,742	87.10%
Total Courthouse/Jail Maintenance	153,000	-	14,091	133,258	19,742	87.10%
LIBRARY (115)						
Local Taxes (40000)	297,907	471	2,222	287,931	10,447	96.50%
Licenses & Permits (41000)	1,500		417	1,616	(116)	107.74%
Charges for Current Services (43000)	17,250		1,168	14,759	2,491	85.56%
Other Local Revenue (44000)	3,050		233	2,650	400	86.88%
State of Tennessee (46000)	-		-	-	-	
Federal Government (47000)	2,000		-	-	2,000	0.00%
Other Governments & Citizens (48000)	31,250		2,525	29,325	1,925	93.84%
Other Sources (49000)	-		-	-	-	
Total Library	352,957	471	6,565	336,281	17,147	95.15%
SOLID WASTE (116)						
Local Taxes (40000)	1,553,654		10,288	1,533,578	20,077	98.71%
Licenses & Permits (41000)	7,050		3,243	12,569	(5,519)	178.29%
Charges for Current Services (43000)	45,000		3,648	48,987	(3,987)	108.86%
Other Local Revenue (44000)	231,800		16,715	179,220	52,580	77.32%
State of Tennessee (46000)	16,000		5,424	24,657	(8,657)	154.11%
Federal Government (47000)	-		-	-	-	
Other Sources (49000)	150,000		-	150,000	-	100.00%
Total Solid Waste	2,003,504	-	39,318	1,949,011	54,493	97.28%
Local Purpose (Rural Fire 120)						
Local Taxes (40000)	572,865		25,018	569,367	3,498	99.39%
Licenses & Permits (41000)	23,400		987	23,826	(426)	101.82%
Other Local Revenues (44000)	-		-	-	-	
Other Governments & Citizens (48000)	-		-	-	-	
Total Local Purpose	596,265	-	26,005	593,193	3,072	99.48%
Drug Control Fund (122)						
Fines, Forfeitures & Penalties (42000)	52,700		1,934	51,603	1,097	97.92%
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		-	16,778	23,222	41.94%
Other Governments & Citizens (48000)	50		1,250	3,250	(3,200)	6500.00%
Total Drug Control	103,100	-	3,184	71,698	31,402	69.54%

FUND CATEGORY	APPROP FY 15/16	AMENDED FY 15/16	COLLECTED MAY	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
HIGHWAY (131)						
Local Taxes (40000)	636,371	701	4,694	611,094	25,978	95.92%
Licenses & Permits (41000)	2,900		837	3,246	(346)	111.93%
Charges for Current Services (43000)	4,000		-	250	3,750	6.26%
Other Local Revenue (44000)	17,400	2,500	-	16,574	3,326	83.29%
State of Tennessee (46000)	2,538,022		182,442	1,702,379	835,643	67.08%
Federal Government (47000)	-		-	-	-	
Other Sources (49000)	20,000		-	-	20,000	0.00%
Total Highway	3,218,693	3,201	187,974	2,333,543	888,350	72.43%
School General Fund (141)						
Local Taxes (40000)	13,774,839	381,000	479,720	13,327,241	828,598	94.15%
Licenses & Permits (41000)	46,800		14,238	56,469	(9,669)	120.66%
Charges for Current Services (43000)	264,397	1,000	10,818	178,405	86,992	67.22%
Other Local Revenue (44000)	262,456	126,694	(28,671)	247,345	141,805	63.56%
State of Tennessee (46000)	28,016,968	51,662	3,598	24,777,992	3,290,637	88.28%
Federal Government (47000)	136,397	125,000	90,074	227,776	33,621	87.14%
Other Government & Citizens (48000)	-		-	-	-	
Other Sources (49000)	100,000		35,695	35,695	64,305	35.70%
Total School General Fund	42,601,857	685,356	605,472	38,850,923	4,436,289	89.75%
Federal Projects Fund (142)						
Other Local Revenue (44000)	-		2	2	(2)	
Federal Government (47000)	3,516,986	6,706	5,486	2,438,678	1,085,014	69.21%
Other Sources (49000)	100,000	-	-	100,000	-	100.00%
Total School Federal Projects Fund	3,616,986	6,706	5,488	2,538,680	1,085,012	70.06%
Centralized Cafeteria Fund (143)						
Charges for Current Services (43000)	1,079,845		117,399	956,726	123,119	88.60%
Other Local Revenue (44000)	5,500	26,200	5,546	44,510	(12,810)	140.41%
State of Tennessee (46000)	32,754		-	29,749	3,005	90.83%
Federal Government (47000)	2,177,890		253,117	1,893,444	284,446	86.94%
Other Sources (48000)	-		-	-	-	
Total Centralized Cafeteria	3,295,989	26,200	376,062	2,924,429	397,760	88.03%
General Debt Service (151)						
Local Taxes (40000)	1,995,509	1,747	21,479	1,949,177	48,079	97.59%
Licenses & Permits (41000)	6,000		2,758	10,691	(4,691)	178.18%
Other Local Revenue (44000)	-		-	-	-	
Other Sources (49000)	150,000		150,000	150,000	-	100.00%
Total General Debt Service	2,151,509	1,747	174,237	2,109,868	43,388	97.99%
Education Debt Service (156)						
Local Taxes (40000)	2,737,136	2,392	76,299	2,169,492	570,036	79.19%
Licenses & Permits (41000)	7,700		1,429	5,539	2,161	71.93%
Other Governments (48000)	-		-	-	-	
Other Sources (49000)	-		-	-	-	
Total Education Debt Service	2,744,836	2,392	77,728	2,175,031	572,197	79.17%
Highway Capital Projects Fund (176)						
Other Local Revenue (44000)	117	1,000	25	606	510	54.30%
Other Sources (49000)	-		-	-	-	
Total Highway Capital Projects	117	1,000	25	606	510	54.30%

FUND CATEGORY	APPROP FY 15/16	AMENDED FY 15/16	EXPENDED MAY	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
GENERAL FUND (101)							
County Commission (51100)	312,480	4,790	15,042	242,573	30,133	44,563	76.46%
Beer Board (51220)	1,300		-	230	199	871	17.66%
County Mayor (51300)	157,332		15,074	137,814	1,172	18,347	87.59%
County Attorney (51400)	10,225		800	9,600	-	625	93.89%
Election Commission (51500)	231,886		15,259	193,894	4,458	33,535	83.62%
Register of Deeds (51600)	324,551		22,160	282,681	7,830	34,040	87.10%
Planning & Zoning (51720)	152,451		9,946	119,558	4,548	28,345	78.42%
County Buildings (51800)	1,565,364	29,100	81,883	1,006,414	109,477	478,574	63.12%
Other General Admin - IT (51900)	38,900		111	16,687	1,110	21,103	42.90%
Property Assessor (52300)	551,060		34,046	371,524	25,692	153,844	67.42%
County Trustee (52400)	312,683	6,200	21,471	274,194	6,617	38,072	85.99%
County Clerk (52500)	560,435	15,082	38,847	486,510	4,076	84,931	84.53%
Finance Dept. (52900)	656,583		46,213	571,552	6,429	78,603	87.05%
Circuit Court (53100)	926,479		67,270	779,998	4,829	141,653	84.19%
General Sessions (53300)	301,516		23,540	258,738	794	41,985	85.81%
Drug Court (53330)	60,002		5,290	54,486	-	5,516	90.81%
Chancery Court (53400)	287,716		15,762	233,236	103	54,378	81.06%
Juvenile Court (53500)	129,472		9,234	109,536	351	19,585	84.60%
Judicial Commissioners (53700)	130,083		9,960	116,103	375	13,605	89.25%
Other Admin of Justice (53900)	18,000		600	13,800	2,400	1,800	76.67%
Probation Service (53910)	120,736		8,800	104,693	-	16,044	86.71%
Sheriff's Dept. (54110)	3,575,423	36,772	273,718	3,106,210	70,034	435,950	85.99%
Admin. Of Sexual Offender (54160)	22,012		2,552	13,008	500	8,504	59.09%
Jail (54210)	1,777,287	68,127	147,304	1,592,084	35,453	217,877	86.27%
Reentry Program (54230) Grants	163,748	757,837	17,165	300,325	22,649	598,611	32.59%
Juvenile Service (54240)	22,250	22,000	470	26,396	11,429	6,425	59.65%
Civil Defense (54410)	163,348	(3,877)	21,997	133,969	10,095	15,407	84.01%
Rescue Squad (54420)	30,000	18,392	-	7,015	3,077	38,301	14.50%
Consolidated Communications(54490)	869,433		62,131	697,222	10,005	162,207	80.19%
County Coroner (54610)	28,700	6,500	1,650	30,050	2,500	2,650	85.37%
Other Public Safety (54710) Grants	68,208	10,000	18,293	41,717	-	36,491	53.34%
Other Public Safety (54900)	-	-	-	-	-	-	-
Local Health Center (55110)	34,756	8,380	3,070	21,206	11,134	10,796	49.16%
Rabies & Animal Ctrl. (55120)	260,434		11,303	213,053	4,979	42,402	81.81%
Other Local Health Serv (55190) Grant	161,738		10,965	122,628	2,042	37,068	75.82%
Appropriation to State (55390)	30,646	(700)	-	29,946	-	-	100.00%
General Welfare Assist.(55510)	17,775		-	17,775	-	-	100.00%
Litter Control (55731) (%Grant)	101,828		6,201	80,535	9,050	12,243	79.09%
Other Waste Collections (55739)	-	11,754	3,309	5,211	646	5,898	44.33%
Other Public Health & Welfare (55900) Grant	44,706	22,846	4,500	17,722	8,892	40,938	26.24%
Senior Citizens Assistance (56300)	126,950		4,940	67,781	11,944	47,225	53.39%
Parks & Fair Board (56700)	53,728		1,749	35,036	3,905	14,788	65.21%
Agriculture Extension Serv.(57100)	104,818		701	59,276	154	45,388	56.55%
Soil Conservation (57500)	75,060		5,676	64,404	-	10,656	85.80%
Industrial Development (58120)	122,206		4,303	44,024	2,198	75,984	0.00%
Other Econ & Comm. Dev. (58190)	397,156	450,000	-	73,578	73,578	700,000	8.69%
Veteran's Services (58300)	36,791	17,786	4,907	43,432	314	10,831	79.58%
Other Charges (58400)	788,811	10,458	26,128	693,729	5,524	100,016	86.80%
Capital Projects (90000)	896,443	147,890	-	377,718	335,641	330,975	36.17%
Operating Transfer (99110)	165,000		-	150,000	-	15,000	90.91%
Total County General	16,988,511	1,639,337	1,074,341	13,448,866	846,336	4,332,646	72.20%
COURTHOUSE/JAIL MAINT. (112)							
Other Charges (58400)	1,600		141	1,463	-	137	0.00%
Transfers Out (99100)	150,000		150,000	150,000	-	-	100.00%
Total Courthouse/Jail Maintenance	151,600	-	150,141	151,463	-	137	99.91%

FUND CATEGORY	APPROP FY 15/16	AMENDED FY 15/16	EXPENDED MAY	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
LIBRARY (115)							
Libraries (56500)	310,147		17,271	223,967	22,325	63,855	72.21%
Other Charges (58400)	36,870		1,656	32,021	-	4,849	86.85%
Capital Outlay	-		-	-	-	-	
Operating Transfer (99110)	3,000		-	3,000	-	-	100.00%
Total Library	350,017	-	18,926	258,988	22,325	68,704	73.99%
SOLID WASTE (116)							
Sanitation Educ./Info. (55720)	1,800		-	1,245	-	555	69.16%
Convenience Centers (55732)	247,357		19,123	212,339	643	34,375	85.84%
Transfer Station (55733)	1,342,078		93,589	1,010,449	142,974	188,655	75.29%
Post closure Care Costs (55770)	12,000		3,601	8,561	-	3,439	71.34%
Other Charges (58400)	88,750	1,094	1,072	100,009	73	(10,237)	111.31%
Operating Transfers (99100)	193,803		-	193,803	-	-	100.00%
Total Solid Waste	1,885,788	1,094	117,385	1,526,405	143,689	216,787	80.90%
Local Purpose (Rural Fire 120)							
Fire Prevention & Control (54310)	536,100	-	3,418	396,579	72,075	67,446	73.97%
Other Charges (58400)	-	-	-	-	-	-	
Total Local Purpose	536,100	-	3,418	396,579	72,075	67,446	73.97%
Drug Control Fund (122)							
Drug Enforcement (54150)	102,750		5,718	65,186	7,604	29,960	63.44%
Other Charges (58400)	700		19	520	-	180	74.33%
Total Drug Control	103,450	-	5,737	65,706	7,604	30,140	63.51%
HIGHWAY (131)							
Administration (61000)	337,588	4,000	23,738	292,254	5,245	44,089	85.56%
Highway Maintenance (62000)	849,621	3,201	58,332	668,996	15,942	167,884	78.44%
Operations & Maintenance (63100)	330,184	25,000	18,260	208,575	34,028	112,581	58.72%
Quarry Operations (63400)	347,652		41,500	299,576	7,700	40,376	86.17%
Other Charges (65000)	220,940		7,872	168,868	2,991	49,081	76.43%
Capital Outlay (68000)	1,343,000	138,475	131,273	532,657	688,264	260,553	35.95%
Highways & Streets (82120)	13,068		-	13,067	-	1	99.99%
Highways & Streets (82220)	6,055		-	6,054	-	1	99.99%
Transfers Out (99100)	51,803		-	51,803	-	-	100.00%
Total Highway	3,499,910	170,676	280,974	2,241,851	754,170	674,565	61.08%
School General Fund (141)							
Instruction							
Regular Instruction (71100)	20,010,478	106,435	1,929,360	14,715,207	801,433	4,600,273	73.15%
Alternative School (71150)	99,107	57,859	12,915	109,480	18	47,468	69.75%
Special Education Program (71200)	3,954,551	(8,185)	315,149	2,876,843	68,353	1,001,170	72.90%
Vocational Education Program (71300)	1,227,269	42,199	113,797	956,562	4,231	308,675	75.35%
Student Body Education Prog (71400)	151,040	(86)	8,169	122,922	9,351	18,681	81.43%
Support							
Attendance (72110)	183,597		14,400	142,778	1,956	38,864	77.77%
Health Services (72120)	530,306		46,430	407,469	1,275	121,562	76.84%
Other Support Services (72130)	1,278,147	96,098	107,395	1,024,396	19,355	330,493	74.54%
Regular Instruction (72210)	1,065,568	94,608	93,825	916,864	1,860	241,452	79.03%
Special Educ Program (72220)	306,764	8,185	25,852	262,242	5,549	47,158	83.26%
Vocational Educ Prog (72230)	67,184	(5,199)	5,639	51,454	2,202	8,329	83.01%
Board of Education (72310)	1,115,837	21,716	10,943	1,069,514	12,334	55,705	94.02%
Director of Schools (72320)	639,459	(32,437)	30,096	320,626	10,662	275,734	52.82%
Office of Principals (72410)	2,325,740	(24,173)	182,575	1,720,975	-	580,592	74.77%
Human Resources (72520)	113,971		8,501	96,059	1,255	16,657	84.28%
Operation of Plant (72610)	3,663,428	15,084	284,309	2,954,901	9,498	714,113	80.33%

FUND CATEGORY	APPROP FY 15/16	AMENDED FY 15/16	EXPENDED MAY	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
Maintenance of Plant (72620)	1,366,021	(15,005)	87,216	968,188	217,225	165,603	71.66%
Transportation (72710)	2,397,202		265,538	1,931,281	245,333	220,587	80.56%
Central & Other (72810)	717,045	(33,277)	55,566	587,642	6,828	89,298	85.94%
Non-Instructional							
Community Services (73300)	608,230	167,399	48,905	531,178	27,892	216,559	68.48%
Early Childhood Education (73400)	1,353,676	20,556	114,372	1,031,078	8,033	335,120	75.03%
Capital Outlay & Debt Service							
Capital Outlay (76100)	100,000	405,000	7,380	82,475	406,587	15,938	16.33%
Principal Debt Service (82130)	151,203	1	5,952	151,203	-	1	100.00%
Interest Debt Service (82230)	14,834	4	-	14,837	-	1	100.00%
Transfers Out (99100)	101,848	3,509	-	100,000	-	5,357	94.92%
Total School General Fund	43,542,505	920,290	3,774,284	33,146,175	1,861,230	9,455,391	74.55%
School Federal Projects Fund (142)							
Regular Instruction (71100)	1,322,813	393	88,252	971,413	6,000	345,793	73.41%
Special Education Program (71200)	783,993	5,947	58,901	593,323	2,302	194,315	75.11%
Vocational Education Program (71300)	60,189	2,949	10,692	63,116	-	22	99.97%
Health Services (72120)	211,062	(506)	17,845	161,251	-	49,305	76.58%
Other Support Services (72130)	260,889	700	8,522	88,044	689	172,856	33.66%
Regular Instruction (72210)	395,557	206	23,881	242,211	756	152,796	61.20%
Special Educ Program (72220)	273,440	(2,829)	20,656	203,554	2,256	64,801	75.22%
Vocational Educ Prog (72230)	4,326	(2,949)	-	1,377	-	-	100.00%
Transportation (72710)	210,125	(2,612)	14,461	143,444	-	64,069	69.13%
Transfers Out (99100)	100,000		-	-	-	100,000	0.00%
Total Federal Projects Fund	3,622,394	1,298	243,208	2,467,733	12,002	1,143,956	68.10%
Centralized Cafeteria Fund (143)							
Food Service (73100)	3,555,363	226,200	270,747	2,481,369	610,220	689,973	65.62%
Total Centralized Cafeteria	3,555,363	226,200	270,747	2,481,369	610,220	689,973	65.62%
General Debt Service (151)							
General Government Debt Service	1,784,431		446,172	1,780,893	-	3,538	99.80%
Total General Debt Service	1,784,431	-	446,172	1,780,893	-	3,538	99.80%
Education Debt Service (156)							
Educ Government Debt Service	3,189,611		526,115	3,173,017	-	16,594	99.48%
Total Education Debt Service	3,189,611	-	526,115	3,173,017	-	16,594	99.48%
Highway Capital Projects Fund (176)							
Other Charges (58400)	16		0	6	-	10	38.13%
Highway & Street Capital Proj (91200)	1,927,755	19,510	289,960	740,111	75,021	1,132,133	38.01%
Total Highway Capital Projects	1,927,771	19,510	289,960	740,117	75,021	1,132,143	38.01%

Franklin Co Trustee's Interest Earned Analysis & Comparison

May-16

Current Amt Invested in the Following:

CD	\$ 7,500,000	Interest Bearing Check/Savings	\$ 20,881,752	Mutual Funds	\$ -
----	--------------	-----------------------------------	---------------	--------------	------

Gross Interest Earned for the Month of May \$ 5,760.59

Fund Number	Fund Title	Gross Collections	Trustee Fee Admin Fee 2%	Net Fund Collections
116	Solid Waste	\$ 5,760.59	\$ (115.21)	\$ 5,645.38
141	General Schools	\$ -	\$ -	\$ -
156	Educ Debt Service	\$ -	\$ -	\$ -
101	County General	\$ -	\$ -	\$ -
Total		\$ 5,760.59	\$ (115.21)	\$ 5,645.38

Interest Revenue Monthly Fiscal Comparison

	Solid Waste	Schools	Educ Debt	Co Gen
May-15	\$ 6,427.36	\$ -	\$ -	\$ -
May-16	\$ 5,760.59	\$ -	\$ -	\$ -
Over/Under	\$ (666.77)	\$ -	\$ -	\$ -

Interest Year to Date Revenue Fiscal Comparison

	Solid Waste	Schools	Educ Debt	Co Gen
2014/15	\$ 61,777.56	\$ -	\$ -	\$ -
2015/16	\$ 56,105.13	\$ -	\$ -	\$ -
Over/Uner	\$ (5,672.43)	\$ -	\$ -	\$ -

Fiscal Year 2015/16 Appropriations 44110 Interest Earned

	Appropriation	Collected	% Collected	Balace to Collect
116 Solid Waste (up to \$220,000)	\$ 66,000.00	\$ 56,105.13	85.01%	\$ 9,895
156 Education Debt Service (next \$50K)	\$ -	\$ -	0.00%	\$ -
151 General Debt Service (next \$)	\$ -	\$ -	0.00%	\$ -

Local Option Sales Tax Analysis & Comparison

May 2016 (Received in June)

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	142,070.68	(1,598.30)	140,472.38	140,472.38	-
Winchester	373,841.59	(4,205.72)	369,635.87	184,817.94	182,969.76
Cowan	27,057.35	(304.40)	26,752.95	13,376.48	13,242.71
Decherd	198,392.84	(2,231.92)	196,160.92	98,080.46	97,099.66
Estill Springs	29,121.09	(327.61)	28,793.48	14,396.74	14,252.77
Huntland	9,814.93	(110.42)	9,704.51	4,852.26	4,803.73
Tullahoma	3,871.81	(43.56)	3,828.25	1,914.13	1,894.98
Total	784,170.29	(8,821.92)	775,348.37	458,449.45	314,263.61

Local Option Sales Tax Monthly Revenue Fiscal Comparison

May-15	402,597	*Note Franklin County received an additional
May-16	458,449	\$539.07
Over/Under	55,852	

Local Option Sales Tax Year to Date Revenue Fiscal Comparison

2014/15	4,570,079
2015/16	4,640,772
Over/Uner	70,692

2015/16 Sales Tax Appropriations

	Appropriation	Collected	% Collected	Balance to Collect
141 General Schools	4,300,600	4,010,197.91	93.25%	290,402
156 Education Debt Service	764,000	630,574	82.54%	133,426

Fund 156 receives overages of collections from Fund 141

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

MINUTES OF THE FINANCIAL MANAGEMENT COMMITTEE
OF THE FRANKLIN COUNTY BOARD OF COMMISSIONERS
Thursday July 7, 2016

The Financial Management Committee of the Franklin County Commission met in a regular meeting Thursday, July 7, 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 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, Mary Sons, Phillip Lorenz, Ricky Tipps, Angie Fuller and Linda Foster

1. ***MOTION** by Van Buskirk, second by Woodall to approve and send the June 9th Finance Committee minutes to the county commission. The vote resulted in all Ayes, motion carried.
2. ***MOTION** by Woodall, second by Van Buskirk to send the May sales tax and interest reports to the County Commission. The vote resulted in all Ayes, motion carried.
3. ***MOTION** by Eldridge, second by Van Buskirk to approve and send to full commission Finance Director's reports for May. Vote resulted in all ayes, motion carried.
4. IT Committee submitted two quotes to the Finance Committee regarding having the county commission meetings filmed. Motion failed due to lack of a motion.
5. ***MOTION** by Eldridge second by Rudder to approve and send to full commission the Library Grant Summary and Application for their annual Tech Grant in the amount of \$2,929.86. The vote resulted in all Ayes, motion carried.
6. ***MOTION** by Woodall, second by Van Buskirk to approve Section 1.6 of Local Government Guideline Manual and Consultant Selection for the TDOT Flap Grant. Vote resulted in all Ayes, motion carried. Director Smith commented that Franklin County was currently following the guidelines.
7. ***MOTION** by Rudder, second by Van Buskirk s to approve SCTDD Grant and Budget Amendment for the Nissan/Decherd water line extension in the amount of \$228,000. The vote resulted in all Ayes, motion carried.
8. **MOTION** by Woodall, second by Etheridge to approve the annual Health Department Grant Summary & Application for \$163,100. Vote resulted in all Ayes, motion carried.
9. ***MOTION** by Eldridge second by Van Buskirk to approve the Airport Grant Summary & contract in the amount of \$225,000. The vote resulted in all Ayes, motion carried.
10. ***MOTION** by Van Buskirk, second by Rudder receive and file the Certificate of Insurance for the Board of Education. Vote resulted in all Ayes, motion carried.
11. There being no further business ***MOTION** by VanBuskirk second by Woodall to adjourn meeting at 8:50 a.m. Vote resulted in all Ayes, motion carried.

Respectfully submitted by:

Date Approved

cbl/RS

Franklin County Board of Commissioners
Legislative Committee
Minutes of July 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 Johnny Hughes.

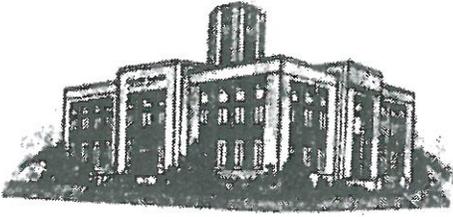
MEMBERS PRESENT: Chairman Johnny Hughes, Eddie Clark, Stanley Bean, Chuck Stines, Dave Van Buskirk

OTHERS PRESENT: Secretary Mary Sons, Commissioner Iris Rudder, Media: Philip Lorenz, Al Tipps, Dick Wolfe, Michael Huffer

1. *Motion by Van Buskirk to approve minutes of June 9, 2016 second Clark; all ayes.*
2. Resolution Authorizing a Multiple Year Lease Purchase and Maintenance Agreement for the Franklin County Library. *Motion by Clark to approve, second Bean; all ayes.*
3. *Motion by Stines to approve all 4 Notary Public applications, second Van Buskirk; all ayes.*
4. In old business, Rudder addressed the committee with the previous proposal to create a Budget Committee that would allow each district to have a voice concerning the county's budget. After contacting Gary Hayes, Ben Lynch, and Mayor Stewart it was concluded that the county could form the Budget Committee with the approval of the commission.
 - a) Specific items were discussed that needed to be included in the resolution:
 - i. Mayor should be chairman of the committee
 - ii. All 8 districts will be represented. Commissioners in both seats will decide amongst themselves who will serve each term
 - iii. Term will be for 2 years
 - b) *Motion by Bean for Chairman Hughes to get with Attorney Ben Lynch to create a resolution to present before the full commission and let them decide if the committee needs to be created, second Stines; all ayes.*
5. In other business, Stines requested the Legislative committee to consider a proposal that was presented to the Road and Bridge Committee but was not able to be voted on due to lack of quorum.
 - a) Resolution to Lower Speed Limit Along Various Roads in Franklin County
 - b) *Motion by Clark to send to commission, second Bean; all ayes.*
6. *Motion by Van Buskirk to adjourn at 6:24 pm, second Stines; all ayes.*

Respectfully Submitted,

Johnny Hughes, Chairman



FRANKLIN COUNTY

TENNESSEE

WINCHESTER, TENNESSEE 37398

Telephone 967-2962

Randy Kelly, Trustee

P.O. Box 340

Winchester, TN 37398-0340

DATE: July 8, 2016
TO: The Franklin County Commission
FROM: Randy Kelly, Franklin County Trustee
SUBJECT: ANNUAL REPORT

THE ANNUAL REPORT

OF THE

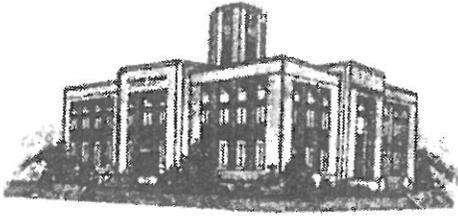
FINANCES

FOR

Franklin County, Tennessee

Fiscal Year End June 30, 2016

Filed 7-8-2016
Phillip Custer
Franklin County Clerk
Winchester, TN 37398



FRANKLIN COUNTY

TENNESSEE

WINCHESTER, TENNESSEE 37398

Telephone 967-2962

Randy Kelly, Trustee

P.O. Box 340

Winchester, TN 37398-0340

HOTEL MOTEL TAX JULY 2015 THRU JUNE 2016

STATE OF TENNESSEE (TIMS FORD STATE PARK)	\$41,243.12
HOLIDAY LANDING AND RESORT	2,243.16
QUALITY INN	40,810.81
TIMS FORD MARINA (CABINS)	19,492.54
FALLS MILL (BED & BREAKFAST)	678.30
THE FRANKLIN PEARSON HOUSE (BED & BREAKFAST)	2,319.83
MEDFORD HOUSE (BED & BREAKFAST)	695.10
HOTSPOT MANAGEMENT	977.51
THE SEWANEE INN	119,653.03
	<hr/>
	\$228,113.40

Sincerely,

Randy Kelly

Randy Kelly, Trustee

Trustee's Y-T-D Cash Receipts, Disbursements And Balances - JUNE 2016
(A Minus Sign Denotes A Credit Balance)

Acct #	Description/ Beg Balance	Adjustments	Receipts	Transfers In	Disbursements	Transfers Out	Commission Transfers	Ending Balance
101	COUNTY GENERAL							
	8,277,660.07-	10.00	15,817,839.25-	0.00	15,709,573.85	0.00	194,590.89	8,191,324.58-
112	COURTHOUSE/JAIL							
	163,266.88-	0.00	160,808.02-	0.00	302,600.00	0.00	1,608.09	19,866.81-
115	PUBLIC LIBRARY							
	262,060.87-	0.00	344,307.77-	0.00	297,219.80	0.00	5,939.03	303,209.81-
116	SOLID WASTE							
	276,877.93-	0.00	1,995,732.77-	0.00	1,803,528.77	0.00	31,986.17	437,095.76-
120	RURAL FIRE							
	194,529.25-	0.00	622,977.83-	0.00	525,849.40	0.00	9,864.88	281,792.80-
122	DRUG CONTROL FUND							
	38,827.40-	0.00	72,186.15-	0.00	75,079.79	0.00	520.93	35,412.83-
131	HIGHWAY/PUBLIC WORKS							
	1,114,082.44-	0.00	2,720,439.03-	0.00	2,564,892.70	0.00	32,475.81	1,237,152.96-
141	GENERAL PURPOSE SCHOOLS							
	6,867,699.68-	0.00	43,087,577.33-	0.00	42,273,581.36	0.00	301,549.30	7,380,146.35-
142	SCHOOL FEDERAL PROJECTS							
	7,360.56-	0.00	3,288,223.50-	0.00	3,274,512.14	0.00	0.00	21,071.92-
143	CAFETERIA PAYROLL							
	2,500,312.48-	0.00	3,185,827.36-	0.00	2,851,005.21	0.00	0.00	2,835,134.63-
151	DEBT SERVICE							
	970,876.81-	0.00	2,295,230.26-	0.00	1,749,687.90	0.00	38,543.14	1,477,876.03-
156	EDUCATION DEBT SERVICE							
	3,247,408.98-	0.00	2,684,116.21-	0.00	3,137,109.38	0.00	36,759.49	2,757,656.32-
176	HIGHWAY CAPITAL PROJECTS							
	2,268,919.42-	0.00	41,703.40-	0.00	1,129,098.65	0.00	6.33	1,181,517.84-
264	INSURANCE							
	242,181.19-	0.00	7,504,754.42-	0.00	0.00	7,498,722.20	0.00	248,213.41-
351	CITY SALES TAX							
	0.00	0.00	3,708,577.96-	0.00	3,671,492.17	0.00	37,085.79	0.00
21100	ACCOUNTS PAYABLE							
	0.00	0.00	63,193.19-	0.00	63,193.19	0.00	0.00	0.00
28310	UNDISTRIBUTED TAXES							
	223.72-	3,995.00	4,531.28-	0.00	760.00	0.00	0.00	0.00
29900	FEE/COMMISSION ACCOUNT							
	0.00	0.00	690,929.85	0.00	0.00	0.00	690,929.85-	0.00
	26,432,287.68-	4,005.00	86,907,095.88-	0.00	79,429,184.31	7,498,722.20	0.00	26,407,472.05-

CHANCERY COURT
SUMMARY OF QUARTERLY REPORTS
4TH QUARTER

Franklin County (24000)	\$174,927.52
State of Tennessee (23000)	\$ 2,027.50 <hr/>
TOTALS	\$ 176,955.02

Filed 7-11-16
Phillip Custer
Franklin County Clerk
Winchester, TN 37398

**WORKSHEET FOR
SUMMARY OF QUARTERLY REPORTS
QUARTER: April-May-June, 2016**

	Circuit Court	Sessions Court	Juvenile Court	Totals
Franklin County (24000/29000)	106,353.60	198,982.37	14,087.00	\$ 319,422.97
State of Tennessee (23000)	21,007.37	66,654.30	390.00	\$ 88,051.67
Cities (25000)	9,371.25	14,471.00	-	\$ 23,842.25
Judgments/Rest. (26100-26700)	147,091.16	170,183.28	6,654.05	\$ 323,928.49
Trust Funds (26400)	-	-	-	\$ -
Child Support (26300)	7,229.09	-	14,166.34	\$ 21,395.43
TOTALS	\$ 291,052.47	\$ 450,290.95	\$ 35,297.39	\$ 776,640.81

The above report represents a summary of collections for all three courts for the designated period. Detailed computer print-outs are provided on the following pages.

Date: 7-5-16

Circuit Court Clerk *Philip Custer*
 Date: 7-5-16

Philip Custer
Franklin County Clerk
Winchester, TN 37398

FRANKLIN COUNTY CLERK
GENERAL LEDGER - FINANCIAL REPORT
YEAR FORMAT
FISCAL YEAR 2016 - PERIOD ENDING 06/30/2016

ACCT	DESCRIPTION	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
21000	CURRENT LIABILITIES	.00	.00	.00	.00	.00	.00	.00
21420	ESCROW	.00	.00	.00	.00	.00	.00	.00
	*** SUB-TOTAL ***							
22000	OTHER LIABILITIES	.00	.00	.00	.00	.00	.00	.00
22100	BUSINESS TAX REV/GROSS RECEIPT	.00	.00	.00	.00	.00	.00	.00
22101	BUSINESS TAX INTEREST	.00	.00	.00	.00	.00	.00	.00
22102	BUSINESS TAX PENALTY	.00	.00	.00	.00	.00	.00	.00
22103	BUSINESS TAX ADJUSTMENTS	.00	.00	.00	.00	.00	.00	.00
22500	BUSINESS TAX - STATE GROSS	.00	.00	.00	.00	.00	.00	.00
22501	BUSINESS TAX - STATE INTEREST	.00	.00	.00	.00	.00	.00	.00
22502	BUSINESS TAX - STATE PENALTY	.00	.00	.00	.00	.00	.00	.00
22503	BUSINESS TAX - STATE ADJUSTS	.00	.00	.00	.00	.00	.00	.00
	*** SUB-TOTAL ***							
23000	DUE TO STATE OF TENNESSEE	.00	.00	.00	.00	.00	.00	.00
23110	BUSINESS TAX DUE STATE	.00	.00	.00	.00	.00	.00	.00
23111	LITIGATION TAX - STATE	.00	1,179,549.31	1,120,571.84	58,977.47	.00	.00	.00
23130	STATE SALES TAX - AUTO	.00	92,464.56	87,841.33	4,623.23	.00	.00	.00
23131	LOCAL SALES TAX - AUTO	.00	109,110.86	103,655.53	5,455.53	.00	.00	.00
23132	STATE SALES TAX - BOAT	.00	11,176.08	10,617.27	558.81	.00	.00	.00
23133	LOCAL SALES TAX - BOAT	.00	59,914.20	56,918.48	2,995.72	.00	.00	.00
23134	AUTO-STATE SINGLE ARTICLE	.00	5,981.78	5,682.69	299.09	.00	.00	.00
23135	BOAT-STATE SINGLE ARTICLE	.00	1,628.00	1,628.00	.00	.00	.00	.00
23145	MFG HOME INSTALLATION PERMITS	.00	4,755.00	4,518.00	237.00	.00	.00	.00
23150	MARRIAGE LICENSE DUE STATE	.00	13,860.00	13,860.00	.00	.00	.00	.00
23151	STATE PREMARITAL TRAINING	.00	402,941.18	402,941.18	.00	.00	.00	.00
23160	MVD - STATE REGISTRATIONS	.00	876,041.95	876,041.95	.00	.00	.00	.00
23165	MVD - RENEWALS	.00	118,988.00	118,988.00	.00	.00	.00	.00
23170	MVD - TITLE APPL - STATE	.00	.00	.00	.00	.00	.00	.00
23171	REPLACE TITLES/NOTING OF LIEN	.00	.00	.00	.00	.00	.00	.00
23175	RETIREMENT	.00	700.00	700.00	.00	.00	.00	.00
23300	NOTARY COMMISSIONS	-20.00	2,877,110.92	2,803,964.07	73,146.85	.00	.00	-20.00
	*** SUB-TOTAL ***							
24000	DUE TO COUNTY TRUSTEE	.00	100.00	95.00	5.00	.00	.00	.00
24110	BUSINESS TAX DUE COUNTY	.00	.00	.00	.00	.00	.00	.00
24140	LITIGATION TAX - GENERAL COUNTY	.00	.00	.00	.00	.00	.00	.00
24150	LITIGATION TAX-SPECIAL PURPOSE	.00	3,170.00	3,012.00	158.00	.00	.00	.00
24210	MARRIAGE LICENSE - COUNTY	.00	3,233.28	3,071.62	161.66	.00	.00	.00
24221	BEER ANNUAL RENEWALS	.00	.00	.00	.00	.00	.00	.00
24310	REALITY PROGRAM	.00	.00	.00	.00	.00	.00	.00
24320	JUVENILE FINES	.00	.00	.00	.00	.00	.00	.00
24490	OTHER COUNTY COLLECTIONS	.00	279.00	279.00	.00	.00	.00	.00
24492	HELPING SCHOOLS	.00	6,782.28	6,457.62	324.66	.00	.00	.00
	*** SUB-TOTAL ***							

FRANKLIN COUNTY CLERK
 GENERAL LEDGER - FINANCIAL REPORT
 YEAR FORMAT

FISCAL YEAR 2016 - PERIOD ENDING 06/30/2016

ACCT	DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
26000	DUE TO LITIGANTS, HEIRS, & OTHERS	.00	.00	.00	.00	.00	.00	.00	.00
26300	CHILD SUPPORT DUE FAMILIES	.00	.00	.00	.00	.00	.00	.00	.00
26301	JUVENILE RESTITUTION/PROCESS	.00	.00	.00	.00	.00	.00	.00	.00
26303	INVESTMENTS(HEIRS,LITIG,OTHER)	.00	.00	.00	.00	.00	.00	.00	.00
26310	PUBLICATIONS	.00	.00	4,509.24	4,509.24	.00	.00	.00	.00
26311	REFUNDS	.00	.00	.00	.00	.00	.00	.00	.00
26312		.00	.00	1,000.61	1,000.61	.00	.00	.00	.00
26315	CONTRIBUTIONS - ORGAN DONOR PR	.00	.00	2,501.25	2,501.25	.00	.00	.00	.00
26401	CREDIT CARD FEES - BIS	.00	.00	6,781.42	6,781.42	.00	.00	.00	.00
26405	CREDIT CARD - BANK	.00	.00	14,792.52	14,792.52	.00	.00	.00	.00
	*** SUB-TOTAL ***								
29900	FEE & COMMISSION ACCOUNT	-905.00	.00	209,117.51	379,934.49	-73,471.51	-97,746.72	401.25	-905.00
29900	CLERK'S FEES/COMMISSIONS	.00	.00	2,929.00	3,704.90	.00	-775.90	.00	.00
29901	COMPUTER FEES	.00	.00	.00	6,673.70	.00	-6,673.70	.00	.00
29902	DATA PROCESSING FEES	.00	.00	212,046.51	390,313.09	-73,471.51	-105,196.32	401.25	-905.00
	*** SUB-TOTAL ***								
	*** TOTAL ***	-925.00	.00	3,110,732.23	3,215,527.30	.00	-105,196.32	401.25	-925.00

FRANKLIN COUNTY CLERK
GENERAL LEDGER - FINANCIAL REPORT
YEAR FORMAT
FISCAL YEAR 2016 - PERIOD ENDING 06/30/2016

Printed: 07/06/2016

ACCT 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							20.00
CREDIT CARDS	.00							.00
TITLE GIFT VOUCHER	.00							.00
RENEWAL GIFT VOUCHER	.00							.00
*** TOTAL ***	925.00							925.00

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 JUNE 30, 2016.

Phillip Carter (Signature) 7-6-2016 (Date)
County Clerk (Title)

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

FRANKLIN COUNTY PLANNING & ZONING DEPARTMENT
 NO. 1 SOUTH JEFFERSON STREET, COURTHOUSE BASEMENT ROOM 5
 WINCHESTER, TENNESSEE 37398

QUARTERLY REPORT
 FOR THE FOURTH QUARTER OF FISCAL YEAR 2015 - 2016

	April	May	June
PERMITTED TAXABLE ESTIMATED PROPERTY IMPROVEMENT	\$2,340,100.00	\$640,400.00	\$2,543,000.00
TOTAL FEES COLLECTED	\$4630.00	\$3950.00	\$5700.00
RESIDENTIAL # OF PERMITS	10	6	17
\$ OF PERMITS	\$3250.00	\$1925.00	\$4850.00
COMMERCIAL # OF PERMITS	0	0	0
\$ OF PERMITS	\$00.00	\$00.00	\$00.00
INDUSTRIAL # OF PERMITS	0	2	0
\$ OF PERMITS	\$00.00	\$400.00	\$00.00
ADDITIONS, MISC. # OF PERMITS	19	13	12
\$ OF PERMITS	\$850.00	\$775.00	\$525.00
CASES # OF CASES	6	5	10
\$ OF CASES	\$530.00	\$850.00	\$325.00

F.C. BOARD OF ZONING APPEALS MET: April 21, 2016 – No Meeting
 May 19, 2016 at 6:00PM
 June 21, 2016 at 6:00PM

F.C. REGIONAL PLANNING COMMISSION MET: April 26, 2016 at 6:00PM
 May 31, 2016 at 6:00PM
 June 28, 2016 at 6:00PM



 Janet Petrunich
 Director/Building Commissioner

Filed 7-8-16
 Phillip Custer
 Franklin County Clerk
 Winchester, TN 37398

Franklin County, Tennessee
Office Of The Register Of Deeds
Annual Financial Report
For The Period Of 07/01/2015 - 06/30/2016

Account Description	Beginning Balance	Adjustments	Receipts	Transfers In	Disbursements	Transfers Out	Commission Transfers	Ending Balance
MORTGAGE TAX	0.00	0.00	255468.35	0.00	249337.05	0.00	6131.30	0.00
CONVEYANCE TAX	0.00	0.00	643916.19	0.00	628462.26	0.00	15453.93	0.00
DP FEES	0.00	0.00	14010.00	0.00	14010.00	0.00	0.00	0.00
REGISTER'S FEES	0.00	0.00	2870.00	0.00	2870.00	0.00	0.00	0.00
RECORDING FEES	-1232.08	-74.64	156056.00	0.00	176998.97	0.00	-21597.23	-1960.98
LATE FEES	0.00	0.00	500.00	0.00	488.00	0.00	12.00	0.00
MISCELLANEOUS FEES	0.00	0.00	1164.54	0.00	1164.54	0.00	0.00	0.00
REFUNDS	0.00	0.00	836.75	0.00	836.75	0.00	0.00	0.00
OVER/SHORT	0.00	0.00	268.88	0.00	268.88	0.00	0.00	0.00
ESCROW	-669.58	0.00	1940.00	0.00	2072.45	0.00	0.00	-537.13
CR/DB CARD FEES	0.00	0.00	129.35	0.00	129.35	0.00	0.00	0.00
TOTALS:	-1901.66	-74.64	1077160.06	0.00	1076638.25	0.00	0.00	-2498.11
SUMMARY OF ASSETS:								
CASH ON HAND	850.00							850.00
CASH IN BANK	669.59							537.13
ACCOUNTS RECEIVABLE	382.07							1110.98
TOTALS:	1901.66							2498.11

This report is submitted in accordance with requirements of Sections 5-8-505 and /or 67-5-1902, as amended, Tennessee Code Annotated, and to the best of my knowledge, information and belief accurately reflect transactions of this office for the period 07/01/2015 through 06/30/2016.

Lynnda Curtis Johnson 7-6-16
Register of Deeds Date

Filed 7-6-16
Phillip Custer
Franklin County Clerk
Winchester, TN 37398

Franklin County Solid Waste

4th Quarter Report FY 2015-2016

- Franklin County Solid Waste Department saw an increase in recycling tonnage at year's end of over 240 tons of material for this FY. This produced an income to the county of over \$160,000 from the sale of the material; thus producing a combined total savings being realized by the county of over \$236,000 in tipping fees avoidance.
- The Solid Waste Department finished the year end at 95% of its budget expended with a savings staying in the fund of \$95,000 to be used next fiscal year.
- Franklin County has expanded its recycling collection efforts into Marion County collecting primarily cardboard. This should help us with our recycling numbers as well as grant applications. Marion County does not currently have a recycling program.
- Our one-bay maintenance shop is in the process of going through the Winchester planning commission prior to building permit approval.
- Golder and Associates is in their third phase of its waste study for Franklin County and should be releasing their findings in the next quarter. This will provide the groundwork for the way forward for Franklin County waste disposal in the next five to ten years.
- Aries Energy is currently evaluating the old land-fill site for the possibility of installing a solar power farm. The scale of the project would be such that it would provide an alternative power source with the ability to provide electricity for many homes and businesses in Franklin County; thus helping to keep our energy cost low.
- Our used-oil grant and recycling equipment grant have been turned into TDEC for our refund. This should be in the amount of \$35,000. We should be letting out for bid our new baler soon which will also be matched by a 60% percentage refund from TDEC. It would need to be installed and operational by Dec 31st 2016.
- My Assistant Melissa Hill and I will be traveling to Knoxville later this month for a course on the new grant offerings from TDEC that will be available for FY 16-17. More to follow on the grants that Solid Waste Department will be applying for next fiscal year.

Very Respectfully,



FCSW Director: William Anderson

Filed 7-11-16
Phillip Custer
Franklin County Clerk
Winchester, TN 37398

(Attachment A)

MONTHLY RECYCLING REPORT

FY 15-16

<u>JUNE</u>				<u>YTD</u>		<u>FY 14-15</u>	
<u>ITEMS SOLD</u>	<u>TONS</u>	<u>\$/TON</u>	<u>TOTAL \$</u>	<u>TONS</u>	<u>TOTAL \$</u>	<u>TONS</u>	<u>TOTAL \$</u>
Cardboard*	86.62	\$110/82	8457.60	902.88	84,111.17	790.04	\$72,520.54
NEWS*		\$60/70		304.33	19,847.95	236.19	\$14930.36
Shred/Books		\$95/\$30		15.46	924.00	14.85	\$213.73
Ferrous Metal	32.17	\$140.00/ 60.00	\$3479.30	252.93	23,348.60	218.47	\$34,642.87
Aluminum		.55/ \$ 1100.00		3.41	3,415.80	3.71	\$4,083.75
Plastic		\$60/20		75.69	1647.40	71.16	\$4,681.20
Electronics	5.32	\$6.00	502.56	17.67	2,606.74	9.47	1,994.97
ELECTRONICS 2	3.05	0	0	15.47	0		
SUB-TOTAL	127.16		12,439.46	1587.84	135,901.66	1343.89	\$133,067.42
Oil*		.11/gal	0.00	9.62	141.55	4843gal 17.92 ton	\$2,146.05
Tires*	23.38	\$0	1105.00	295.88	8,939.00	308.23	\$9592.00
TOTAL	150.54		13,544.46	1893.34	144,982.21	1,670.04	\$144,805.47

YTD Avoided Expense
Adjusted Total

ytd = 91,107.52
\$ 236,089.73

YTD Avoided Expense {(YTD Tonnage X 48.12)} = 91,107.52

70 POND

FY COMPARISONS

746 FY 15-16

867 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	65.92	852.08	27,530.80	464.62
SEPT.	797.02	38,352.91	88.06	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	54.38	743.13	24,010.53	497.25
DEC.	867	41,723.65	129.93	970.25	31,348.82	505.66
JAN.	713.59	34,338.10	0	858.89	27,750.54	436.83
FEB.	746	35,944.38	0	694.87	22,451.23	317.61
MAR.	834.60	40,161.18	0	989.77	31,979.54	563.81
APR.	787.23	37881.68	0	876.29	42,389.60	1475.85
MAY	787.80	37909.12	0	813.25	39,133.85	313.27
JUN.	797.28	38,365.12	0	904.00	43,500.48	0
TOTAL	9556.13	459,893.19	0	10,413.94	377,701.12	6166.50

(Attachment B)

857 51.80

Template Name: LGC Statement of
Created by: LGC

Franklin Co Finance
Statement of Expenditures One Line
June 2016

User: Becky Cowan
Date/Time: 7/8/2016 8:45 AM
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 Expo
55720	Sanitation Education/Information								
302	Advertising	(1,500.00)	0.00	(1,500.00)	0.00	1,244.84	0.00	(255.16)	82.99%
499	Other Supplies And Materials	(300.00)	0.00	(300.00)	0.00	0.00	0.00	(300.00)	0.00%
Total 55720	Sanitation	(1,800.00)	0.00	(1,800.00)	0.00	1,244.84	0.00	(555.16)	69.16 %
55732	Convenience Centers								
149	Laborers	(173,000.00)	0.00	(173,000.00)	22,715.17	179,177.41	0.00	6,177.41	103.57%
201	Social Security	(10,862.40)	0.00	(10,862.40)	1,408.36	11,245.41	0.00	383.01	103.53%
210	Unemployment Compensation	(2,754.00)	0.00	(2,754.00)	272.51	1,918.64	0.00	(835.36)	69.67%
212	Employer Medicare Liability	(2,540.40)	0.00	(2,540.40)	329.39	2,629.96	0.00	89.56	103.53%
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)	863.55	9,174.23	0.00	(325.77)	96.57%
335	Maintenance And Repair Services-Buildings	(7,000.00)	0.00	(7,000.00)	350.00	5,182.00	0.00	(1,818.00)	74.03%
336	Maintenance And Repair Services-Equipmen	(21,000.00)	0.00	(21,000.00)	0.00	13,368.23	0.00	(7,631.77)	63.66%
452	Utilities	(14,000.00)	0.00	(14,000.00)	1,004.39	11,430.96	0.00	(2,569.04)	81.65%
499	Other Supplies And Materials	(4,500.00)	0.00	(4,500.00)	292.50	3,248.02	0.00	(1,251.98)	72.18%
Total 55732	Convenience Centers	(247,356.80)	0.00	(247,356.80)	27,235.87	239,574.86	0.00	(7,781.94)	96.85 %
55733	Transfer Stations								
105	Supervisor/Director	(54,000.00)	0.00	(54,000.00)	4,500.00	54,000.00	0.00	0.00	100.00%
106	Deputy(Ies)	(34,185.76)	0.00	(34,185.76)	3,914.41	33,728.03	0.00	(457.73)	98.66%
141	Foremen	(39,572.48)	0.00	(39,572.48)	4,380.16	39,781.76	0.00	209.28	100.53%
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)	7,792.74	68,640.10	0.00	(569.82)	99.18%
147	Truck Drivers	(193,041.59)	26,500.00	(166,541.59)	20,291.04	163,351.99	0.00	(3,189.60)	98.08%
149	Laborers	(20,960.00)	(4,000.00)	(24,960.00)	2,598.28	24,916.98	0.00	(43.02)	99.83%
169	Part-time Employee	(9,152.00)	(650.00)	(9,802.00)	1,330.00	9,628.19	0.00	(173.81)	98.23%
186	Longevity	(3,360.00)	0.00	(3,360.00)	0.00	3,360.00	0.00	0.00	100.00%
187	Overtime Pay	(2,500.00)	0.00	(2,500.00)	427.23	1,987.58	0.00	(512.42)	79.50%
189	Other Salaries & Wages	(1,200.00)	0.00	(1,200.00)	741.38	1,273.00	0.00	73.00	106.08%
201	Social Security	(26,640.27)	0.00	(26,640.27)	2,745.94	24,095.16	0.00	(2,545.11)	90.45%
204	Pensions	(56,633.06)	4,600.00	(52,033.06)	5,951.05	47,682.49	0.00	(4,350.57)	91.64%
206	Life Insurance	(561.80)	0.00	(561.80)	0.00	495.30	0.00	(66.50)	88.16%
207	Medical Insurance	(79,260.00)	13,000.00	(66,260.00)	5,504.00	65,299.66	0.00	(960.34)	98.55%
210	Unemployment Compensation	(1,296.00)	(700.00)	(1,996.00)	22.61	1,474.83	0.00	(521.17)	73.89%
212	Employer Medicare Liability	(6,230.39)	0.00	(6,230.39)	642.18	5,635.11	0.00	(595.28)	90.45%
299	Other Fringe Benefits	(2,500.00)	(75.00)	(2,575.00)	0.00	2,575.00	0.00	0.00	100.00%
307	Communication	(1,500.00)	0.00	(1,500.00)	113.08	1,441.21	0.00	(58.79)	96.08%

Template Name: LGC Statement of
Created by: LGC

Franklin Co Finance
Statement of Expenditures One Line
June 2016

User:
Date/Time:

Becky Cowan
7/8/2016 8:45 AM
Page 2 of 3

Fund : 116 Solid Waste/Sanitation

Account Number	Account Description	Budget Amount	Budget Amendments	Amended Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Outstanding Encumbrances	Unencumbered Balance	% Of Budget Exp
55733	Transfer Stations								
309	Contracts With Government Agencies	(525,000.00)	48,000.00	(477,000.00)	37,909.12	424,657.84	42,532.70	(9,809.46)	97.94%
312	Contracts With Private Agencies	(75,000.00)	12,500.00	(62,500.00)	9,706.92	38,215.86	9,552.50	(14,731.64)	76.43%
320	Dues And Memberships	(300.00)	0.00	(300.00)	0.00	235.00	0.00	(65.00)	78.33%
335	Maintenance And Repair Services-Buildings	0.00	(1,000.00)	(1,000.00)	0.00	1,000.00	0.00	0.00	100.00%
336	Maintenance And Repair Services-Equipmen	(20,000.00)	2,500.00	(17,500.00)	2,949.75	12,578.85	437.00	(4,484.15)	74.38%
338	Maintenance And Repair Services-Vehicles	(5,000.00)	(7,000.00)	(12,000.00)	5,207.88	11,846.45	400.00	246.45	102.05%
347	Pest Control	(1,000.00)	0.00	(1,000.00)	150.00	900.00	0.00	(100.00)	90.00%
348	Postal Charges	(175.00)	0.00	(175.00)	0.00	90.23	0.00	(84.77)	51.56%
355	Travel	(1,500.00)	(1,000.00)	(2,500.00)	0.00	2,411.40	0.00	(88.60)	96.46%
361	Permits	(2,000.00)	1,900.00	(100.00)	0.00	0.00	0.00	(100.00)	0.00%
412	Diesel Fuel	(35,000.00)	12,000.00	(23,000.00)	1,973.51	19,661.86	1,838.14	(1,500.00)	93.48%
418	Equipment And Machinery Parts	(26,000.00)	1,000.00	(25,000.00)	106.46	19,612.17	0.00	(5,387.83)	78.45%
424	Garage Supplies	(12,000.00)	5,021.13	(6,978.87)	4,537.85	8,302.93	0.00	1,324.06	118.97%
425	Gasoline	(4,000.00)	0.00	(4,000.00)	133.26	2,273.25	364.28	(1,362.47)	65.94%
433	Lubricants	(2,600.00)	(2,521.13)	(5,121.13)	0.00	3,347.40	0.00	(1,773.73)	65.26%
435	Office Supplies	(2,200.00)	0.00	(2,200.00)	512.33	2,038.89	0.00	(161.11)	92.68%
450	Tires And Tubes	(10,000.00)	(150.00)	(10,150.00)	0.00	9,959.63	0.00	(190.37)	98.12%
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)	75.00	(10,925.00)	771.64	7,939.01	0.00	(2,985.99)	72.67%
453	Vehicle Parts	0.00	(5,000.00)	(5,000.00)	435.06	3,647.12	0.00	(1,352.88)	72.94%
499	Other Supplies And Materials	(2,500.00)	(15,500.00)	(18,000.00)	1,474.10	15,651.02	289.14	(2,059.84)	88.56%
524	Inservice/Staff Development	(1,500.00)	0.00	(1,500.00)	0.00	1,047.00	0.00	(453.00)	69.80%
599	Other Charges	(1,000.00)	0.00	(1,000.00)	0.00	90.13	0.00	(909.87)	9.01%
733	Solid Waste Equipment	0.00	(40,000.00)	(40,000.00)	19,656.00	19,656.00	4,245.00	(16,099.00)	59.25%
Total 55733	Transfer Stations	(1,342,078.27)	49,500.00	(1,292,578.27)	146,477.98	1,156,927.14	59,658.76	(75,992.37)	94.12%
55770	Postclosure Care Costs								
312	Contracts With Private Agencies	(12,000.00)	0.00	(12,000.00)	845.06	9,405.70	0.00	(2,594.30)	78.38%
Total 55770	Postclosure Care Costs	(12,000.00)	0.00	(12,000.00)	845.06	9,405.70	0.00	(2,594.30)	78.38%
58400	Other Charges								
340	Medical And Dental Services	(1,000.00)	0.00	(1,000.00)	0.00	375.00	0.00	(625.00)	37.50%
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)	(5,000.00)	(11,000.00)	0.00	7,977.00	0.00	(3,023.00)	72.52%
510	Trustee's Commission	(21,000.00)	(13,000.00)	(34,000.00)	0.00	31,686.14	0.00	(2,313.86)	93.19%
511	Vehicle And Equipment Insurance	(17,200.00)	(1,423.09)	(18,623.09)	0.00	18,623.09	0.00	0.00	100.00%

Template Name: LGC Statement of
 Created by: LGC

Franklin Co Finance
 Statement of Expenditures One Line
 June 2016

User:
 Date/Time:

Becky Cowan
 7/8/2016 8:45 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
58400	Other Charges								
513	Workman's Compensation Insurance	(9,000.00)	(1,094.00)	(10,094.00)	0.00	7,618.65	0.00	(2,475.35)	75.48%
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)	16.11	190.84	56.68	(252.46)	49.50%
Total 58400	Other Charges	(88,750.00)	(20,188.00)	(108,938.00)	16.11	100,024.74	56.68	(8,856.58)	91.87 %
99100	Transfers Out								
590	Transfers To Other Funds	(193,803.00)	0.00	(193,803.00)	0.00	193,803.00	0.00	0.00	100.00%
Total 99100	Transfers Out	(193,803.00)	0.00	(193,803.00)	0.00	193,803.00	0.00	0.00	100.00
Total For Fund:	116	(1,885,788.07)	29,312.00	(1,856,476.07)	174,575.02	1,700,980.28	59,715.44	(95,780.35)	94.84 %

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

58300

VETERANS SERVICE OFFICE REPORT

April - June 2016

	April	May	June	TOTAL
Assistance Over the Phone	405	358	431	1194
Office Visits	165	153	128	446
Claims Filed with VA	135	126	103	364
Total Assistance Provided to Veterans & Dependents	705	637	661	2004
Home Visits & Outreaches	7	3	6	16
Veteran Service Officer Training	0	0	11	11
Veterans That Were Provided Help For Groceries, Utilities, Lodging, etc.	0	1	6	7
Trips Paid for Veterans on FC Public Transportation	3	3	2	8
Hours Worked by VSO and Assistant	264	272	268	804
Mileage	110	60	360	530

BOBBY CLARK
 Veterans Service Officer

Filed 7-11-16
 Phillip Custer
 Franklin County Clerk
 Winchester, TN 37398

RESOLUTION 8a-0716

A RESOLUTION AUTHORIZING
A MULTIPLE YEAR LEASE PURCHASE and MAINTENANCE AGREEMENT
FOR THE FRANKLIN LIBRARY

WHEREAS, the Franklin County Library has a need to upgrade, operate and maintain their current copier and a printer including hardware/software system within their respective office and operations of the library, and

WHERE AS, the current copier is not sufficiently meeting the needs of the function of the department in concern, and

WHERE AS, the funding for the leased copier shall be expensed from the library fund through the annual budget, and

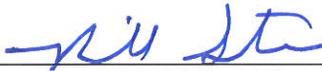
WHEREAS, the projected cost of this copier hardware/software system is such that the payments need to be spread over more than one budget year, and the Franklin County Library Board does not have the authority to enter into purchase contracts for this period of time without the approval of the Franklin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

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

Be It Further Resolved that this resolution be effective immediately upon passage for the public welfare demanding it on this the 18th day of July 2016.

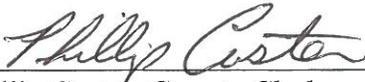


Eddie Clark, Honorable Chairman to the Commission



Richard Stewart, Honorable County Mayor

Attest:



Phillip Custer, County Clerk

RESOLUTION SPONSORED BY: Clark and Bean

MOTION TO ADOPT: Hughes SECOND BY: Goodman

VOTES: AYES 16 NAYS 0 PASS — ABSTAIN —

DECLARATION: Approved



Current Summary

Konica Minolta Bizhub 363 black only!

- 36 cpm Black

Copier Lease 60 month

\$ 91.55 60 month Lease

Lexmark Color Supplies

\$???.?? Color Toner Cost

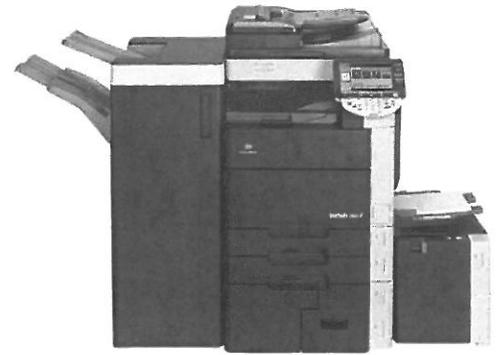
Total Monthly Expenditures:

\$91.55

Proposed Solution

Konica Minolta Bizhub c308(Color) & Jamex Cash/Coin Solution

- Print, copy, scan, store and send any document anywhere
- Simitri HD Polymerized toner for superior image quality
- 30 and 30 pages/minute color
- Thumb Drive Print & Scan
- 1200 x 600 dpi print resolution
- **Multi-pos. Finisher**
- **Hole Punch Unit**
- Standard duplexing, Heavy stock support
- 1,000 standard paper capacity + 150 sheet bypass
- **Fax Board**
- 2 GB RAM + 250 GB HD for simultaneous processing
- Dual Scan Document Feeder
- Heavy duty 100 sheet automatic document feeder



KONICA MINOLTA

\$301.75 Per Month Includes: Lease and Maintenance for 2,600 BLK copies per month with overages billed @ .0075. 250 color clicks overages @ .069. Agreement includes Parts, Labor, Drums, Supplies & Excludes paper & staples! Satisfaction of existing lease. Pricing based upon a 60 month Lease. Please note: Picture may be different than way configured an priced!

Total Monthly Investment: \$210.20

Annual 5% increase on service only

**Ownership of the Bizhub 363 to update old copier
& cancel higher service contract.**

Eliminate monthly color toner cost!

Cash Payment Solutions - 6500 Series

Choose ultimate flexibility for any payment control application - digital or analog copiers, printers, and computers.

MODEL 6557



- Provides self-service access control to your photocopier
- Accepts any combination of nickels, dimes, quarters, dollar coins and gives change
- Takes \$1, \$5, \$10, and \$20 bills
- Includes a bypass key for service/staff copies
- Shows instructions, credit balance, and reconciliation data on a scrolling display
- Adapts for most major currencies with optional international coin and bill acceptors

Dimensions: 17.25" x 31.5" x 10"

Shipping Weight: 60 lbs.

OPTIONS

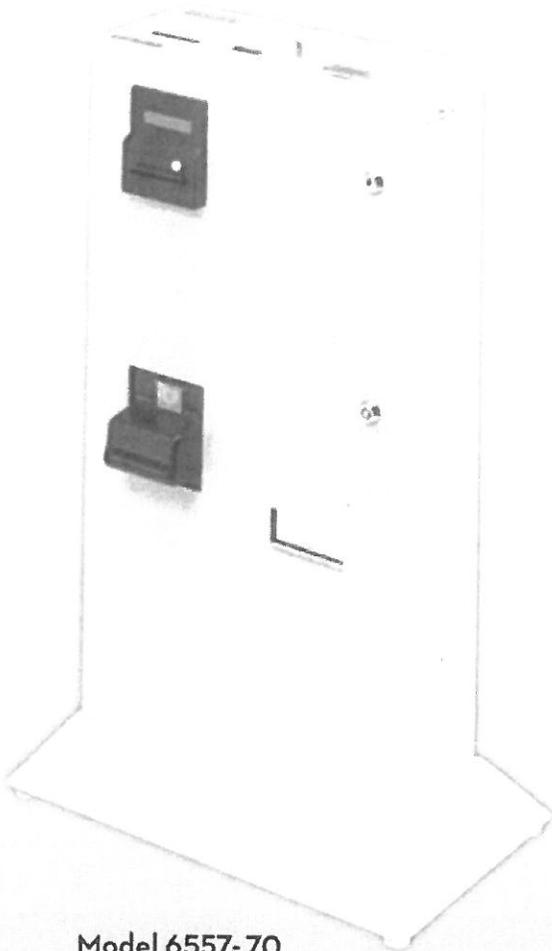
- Extended Warranty
- High-Capacity Coin Changer
- Multiple Mounting Options
- Model 7800 Internal Card Reader (shown)

6500 SERIES SUPPORT

Unmatched two-year warranty

Toll-free technical support

Warranty parts ship overnight, no charge



Model 6557-70

(shown with optional base and internal card reader)

RESOLUTION **86-0716**
TO LOWER THE SPEED LIMIT ALONG VARIOUS ROADS IN FRANKLIN
COUNTY

PINE BLUFF ROAD, McCAIN ROAD, PHILLIPS DRIVE, RIDGEFIELD CIRCLE
AND WEST PARADISE DRIVE

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Franklin County Board of Commissioner meeting in regular session on this 18th day of July 2016, pursuant to the authority granted by Tennessee Code Annotated, Section 55-8-153(d), reduces the speed limit along the entire length of these roads to the Sheriffs recommendation.

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

Pine Bluff Road– Dist. 2, E-911 Grid 4200, CO Grid 54A, Surface – Asphalt, ROW – 50’, Log Mile .896, Bed Width -22, Surface Width - 18, Class – 2, Beginning Road – Old Tullahoma Road, Ending Road – No Outlet

McCain Road– Dist. 2, E-911 Grid 42D, CO Grid 54, Surface – Gravel, ROW – 50’, Log Mile .029, Bed Width -14, Surface Width - 12, Class – 3, Beginning Road – Pine Bluff Road, Ending Road – No Outlet.

Phillips Drive– Dist. 2, E-911 Grid 42D, CO Grid 54, Surface – Asphalt, ROW – 50’, Log Mile .365, Bed Width -22, Surface Width - 18, Class – 1, Beginning Road –West Paradise Drive, Ending Road - Ridgefield Circle East.

Ridgefield Circle– Dist. 2, E-911 Grid 42D, CO Grid 54, Surface – Asphalt, ROW – 50’, Log Mile .553, Bed Width -22, Surface Width - 18, Class – 1, Beginning Road – Phillips Drive- Ending Road – Ridgefield Circle.

West Paradise Drive– Dist. 2, E-911 Grid 42A, CO Grid 44, Surface – Asphalt, ROW – 50’, Log Mile .365, Bed Width -22, Surface Width - 18, Class – 1, Beginning Road – Pine Bluff Road, Ending Road – Culdesac.

ADOPTED this 18th day of July, 2016.

RS et

Honorable Richard Stewart
Franklin County Mayor

Eddie Clark

Eddie Clark
Chairman of Commission

Attest: Billy Custer Date: 7-18-2016

RESOLUTION SPONSORED BY: Doug Goodman, Johnny Hughes

MOTION TO ADOPT: Stines

SECONDED BY: Goodman

VOTE: AYES 16 NAYS 0

DECLARATION: Approved

RESOLUTION# 8C-0716

A RESOLUTION TO APPROVE SECTION 1.6 OF TENNESSEE DEPARTMENT OF TRANSPORTATION – LOCAL GOVERNMENT GUIDELINES FORM 1-2 CONSULTANT SELECTION FOR PROJECTS FUNDED IN WHOLE OR PART BY THE FEDERAL HIGHWAY ADMINISTRATION OR THE TENNESSEE DEPARTMENT OF TRANSPORTATION

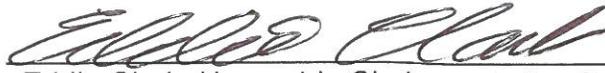
WHEREAS, Franklin County at times is a recipient of Federal Highway Administration and Tennessee Department of Transportation funds for projects within Franklin County that benefit the public; and

WHEREAS, Franklin County wishes to approve Section 1.6 of the Local Government Guidelines Manual (LGGM), Form 1-2 for Franklin County, Tennessee projects funded in whole or part with funds provided by the Federal Highway Administration or the Tennessee Department of Transportation in order to comply with federal grant requirements;

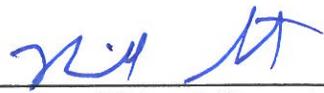
NOW, THEREFORE, BE IT RESOLVED, the Franklin County Commission approves the attached Local Government Guidelines Form 1-2 and will utilize the Local Government Guidelines for the Management of Federal and State Funded Transportation Projects for all projects funded in whole or in part by the Federal Highway Administration or the Tennessee Department of Transportation.

BE IT FURTHER RESOLVED, that reference to this policy and resolution shall be followed in the process of all projects funded in whole or in part by the Federal Highway Administration or the Tennessee Department of Transportation in Franklin County, Tennessee.

PASSED AND ADOPTED BY FRANKLIN COUNTY, TENNESSEE, THIS 18th DAY OF July, 2016.



Eddie Clark, Honorable Chairman to the Commission



Richard Stewart, Honorable County Mayor

Attest:



Phillip Custer, County Clerk

RESOLUTION SPONSORED BY: VanBuskirk & Clark

MOTION TO ADOPT: Schultz SECOND BY: Finney

VOTES: AYES 16 NAYS 0 PASS — ABSTAIN —

DECLARATION: Approved

Franklin County, Tennessee
**Consultant Selection Policy for Projects Funded in Whole or in Part with Funds
Provided by the Federal Highway Administration or the Tennessee Department of
Transportation**

AUTHORITY: 23 CFR 172.9. If any portion of this policy conflicts with applicable state or federal laws or regulations, that portion shall be considered void. The remainder of this policy shall not be affected thereby and shall remain in full force and effect.

PURPOSE: To prescribe the policy of the Franklin County, Tennessee, HEREINAFTER REFERRED TO AS the AGENCY), applicable to the retention of consultant services for architectural, engineering, and technical services for projects funded in part or in whole with funds provided by the Federal Highway Administration.

APPLICATION:

- A. **Engineering and Design Related Services.** This policy is to include all engineering and design related services described in Title 40 U.S.C. Chapter 11, Title 23 U.S.C. Section 112 (b)(2), 23 C.F.R. Part 172 and 49 C.F.R. Section 18.36(t) for projects funded in whole or in part with funds from the Federal Highway Administration through the Tennessee Department of Transportation (TDOT) or state funds through the same entity.

Broadly defined, these services include program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping or architectural related services with respect to construction projects. They may include emergency contracts.

Examples of services included within the scope of this policy are comprehensive transportation planning, project planning, environmental studies, context sensitive solution/design services, cultural resources studies, geotechnical studies, historic studies, archeological studies, socio-economic and environmental justice analyses, inspection services, intelligent transportation system design and development, traffic control systems design and development, materials inspection and testing, value engineering, and utility analysis/design services.

- B. **Technical Services** Technical services such as inspection of structural steel fabrication, laboratory testing, inspection of welds on existing bridges, overhead sign inspection, underwater inspection, utility installation inspection, geotechnical sub-surface exploration/drilling and lab testing, etc., are also included in this policy.

- C. **Right-of-Way Services** Selection of all consultants used in the ROW phase (appraisers, review appraisers, negotiators, closing and relocation agents) shall also follow the TDOT Consultant Selection Policy.

DEFINITIONS:

- A. ***Project Specific Contract*** – A project specific contract provides for all the work associated with a specific project that is desired to be contracted with the consultant firm and requires a detailed scope of services. These contracts may provide for all work to be placed under contract at the same time depending on availability of funds. A project specific contract is the traditional type of consultant contract between the AGENCY and a consultant for the performance of a fixed scope of work related to a specific project or projects.
- B. ***Multiphase Contract*** - Multiphase contracts are similar to project specific contracts except that the work is divided into phases such as survey, environmental or design. The consultant contract is based on a general scope of work with a maximum contract ceiling. Individual phases are negotiated and the work authorized while future phases may wait until later in the contract period before completing negotiation and authorization. Multiphase contracts are helpful for complex projects where the scope of a future phase is not well defined. Multiphase contracts may be terminated at the end of a phase. A multiphase contract incorporates the work order concept for a specific project.
- C. ***Competitive Negotiation*** - Competitive negotiation is the preferred method of procurement for engineering related services. These contracts use qualifications-based selection procedures in the manner of a contract for architectural and engineering services under the “Brooks Act” provisions contained in Title 40 U.S.C. Chapter 11 (formerly 40 U.S.C. §541-544). The proposal solicitation process is by public advertisement and provides qualified in-state and out-of-state consultants a fair opportunity to be considered for award of the contract. Price is not used as a factor in the evaluation and selection phases.
- D. ***Noncompetitive Negotiation*** – Noncompetitive negotiation is used to procure engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procedures. Circumstances which may justify a noncompetitive negotiation include when the service is available only from a single source or there is an emergency which will not permit the time necessary to conduct competitive negotiations.
- E. ***Small Purchase Procedures*** - Small purchase procedures are relatively simple and informal procurement methods where an adequate number of qualified sources are reviewed and the total contract costs do not exceed the simplified acquisition threshold fixed in 41 U.S.C. 403(11) (currently \$150,000.00). Competitive negotiation in the manner of a “Brooks Act” qualifications-based selection procedure is not required. Qualifications-

based selection procedure must be used, however the Local Government may directly solicit proposals or a statement of qualifications from three firms without having to advertise.

- F. **Technical Service Procurement Procedure** – A technical service procurement procedure is used for the procurement of services as described in this policy at “APPLICATION”, Item B, Technical Services. Price quotations are obtained from qualified firms for the specified work either by public advertisement or by requests. Awards are made to the responsible firm whose proposal is most advantageous to the AGENCY with price and other relevant factors considered.

POLICY:

I. CONSULTANT EVALUATION COMMITTEE

- A. **Establishment of a Consultant Evaluation Committee:** The Agency’s legally designated selection authority shall designate the members of the Consultant Evaluation Committee (“CEC”), which shall at a minimum be composed of professional employees of the Agency capable of providing a review of the technical qualifications of the consultant to perform the job(s) in question. The legally designated selection authority must approve any change in membership of the CEC prior to advertisement and approve any substitutions. The CEC membership may vary depending on the type of service being procured.
- B. **Role:** The CEC shall have the responsibility of submitting to the legally designated selection authority a recommended list of qualified firms.
- C. **Record of Proceedings:** The CEC shall designate either a member or staff person to create and maintain a record of proceedings before the CEC which shall include information submitted to the CEC for consideration, summary minutes of meetings, findings and/or recommendations to the legally designated selection authority.

II. PREQUALIFICATION

- A. **Tennessee Department of Transportation’s Prequalified Consultant List:** Firms must be currently on TDOT’s list of prequalified consultants.
- B. **Expiration or termination.** Expiration or termination of a consultant’s prequalification status may be cause for AGENCY to terminate any contract with a consultant.

III. COMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE

- A. **Confidentiality:** To the extent allowed by applicable State law, all documents relating to the evaluation and selection of consultants, and negotiations with selected consultants, shall remain confidential until selection is complete and a contract is awarded.
- B. **Consultant Advertisement:** The Agency shall advertise for proposals from prequalified firms by advertising through appropriate media and its internet website. Advertisement shall provide, at a minimum, the following:
1. General scope of the work.
 2. Evaluation criteria.
 3. Method of payment.
 4. Contact information.
 5. Deadline for submittals.
 6. A statement that all firms must be pre-qualified or have a completed prequalification form filed with the Tennessee Department of Transportation by the deadline.
 7. Disadvantaged Business Enterprise (DBE) encouragements.

The advertisement may include multiple phases of a project. Note that for mid-range and large size projects, the CEI consultant shall not be associated with any other aspect of the project (please see [Attachment A](#)). The advertisement shall separate the project into phases and the consultant must indicate to which portion they are responding. If a consultant responds to the construction inspection phase along with other phases in an advertisement for a mid-range or large size project, they may not be selected for the entire project. This will be clearly indicated in the advertisement.

- C. **Consultant Evaluation Criteria:** The evaluation criteria for proposals shall, at a minimum, include the following:
1. Ability and relevant expertise of the firm's personnel to be used in performing the service.
 2. Past experience in the required disciplines with TDOT and/or other clients.
 3. Qualification and availability of staff.
 4. Demonstrated ability to meet schedules without compromising sound engineering practice.
 5. Evaluations on prior federally-funded projects, if available.
 6. Size of project and limited or unlimited prequalification status.
 7. Amount of work under contract with the Agency.
 8. Whether the consultant can perform the work efficiently without compromising sound engineering practice.
 9. Other factors, including interviews and demonstrations, as approved by

the Agency.

D. *Sub-consultants for Engineering Services*

1. A consultant who has been asked to submit a proposal shall specifically identify any sub-consultant(s) required to complete the project team. All sub-consultants identified on the submittal shall be pre-qualified by TDOT to perform the required tasks or have an application pending prior to submittal of the proposal. Failure to meet these requirements would void the submittal.
2. Once a contract has been awarded, the consultant may negotiate directly with sub-consultants. A change in sub-consultants must be approved by the Agency. A written request must be submitted to the Agency to initiate the change. This request must include an explanation of the need to change sub-consultants and the impact on the project schedule and financial elements of the contract. The substitute sub-consultant must be pre-qualified by TDOT to perform the required tasks. After consideration of all factors of the request, the Agency will respond to the request in writing.

E. *Contract Selection*

1. The proposal shall contain a section wherein a firm may identify certified Disadvantaged Business Enterprises (DBEs) that the firm commits to use during the project. Although it is not a mandatory requirement that consultants submitting proposals commit to DBE participation, a good faith effort toward diversity is encouraged in the team make-up. The Agency may set DBE goals on projects involving federal funds, in which case the selected consultant must either meet the goal or show good faith efforts to meet the goal, consistent with the DBE program regulations at 49 C.F.R. 26.53.
2. Evaluation of Proposals by CEC
 - a) The Agency shall evaluate the proposals of firms using the evaluation criteria.
 - b) Separate formal interviews, if approved as an evaluation criteria, should be structured and conducted with a specified time limit. Competing consultants may be asked to bring additional information or examples of their work to the interviews if such information will contribute to the evaluation process. Specific questions may be asked of each consultant to clarify qualifications, written proposals, or oral presentations.

- c) The CEC shall recommend to the legally designated selection authority a list of no fewer than three of the firms deemed most qualified to provide the services required.
3. Contract Selection: The legally designated selection authority shall rank the firms in order of preference based upon the evaluation criteria. The AGENCY will negotiate with the firm(s) in rank order. All considered firms who were unsuccessful in the selection process shall be so notified.

F. *Negotiation of Contract*

The following shall apply to all negotiations of scope and cost for contracts, work orders, and supplemental agreements.

1. Determination of Contract Amount: Following a decision to use consultant services, AGENCY staff shall prepare an estimate of man-days or project cost required based on:
 - a) Relative difficulty of the proposed assignment or project, size of project, details required, and the period of performance, and,
 - b) A comparison with the experience record for similar work performed both by AGENCY personnel and previously negotiated consultant contracts.

This estimate shall be done independently, prior to negotiation, and shall remain confidential to the extent allowed by applicable law.

2. Scope of Work Meeting with Selected Firm: The Agency will negotiate with the selected firm. The Agency may arrange a conference with the prospective consultant at which the parties must come to a mutual understanding of the scope of work and all technical and administrative requirements of the proposed undertaking. In lieu of a conference, this may be done by phone or correspondence. The prospective consulting firm may be represented as it wishes; however, a project manager and accounting representative are recommended.
 3. Cost Proposal: The prospective consulting firm will be invited to submit a cost proposal for the project. This cost proposal is to be broken down by the various items of work as requested and supported by estimated labor requirements. Instructions shall be given regarding the method of compensation and the documentation needed to justify the proposed compensation.

In evaluating the consultant's cost proposal(s), the Agency shall judge the reasonableness of the proposed compensation and anticipated labor and

equipment requirements by the following and other appropriate considerations.

- a) The proposed compensation should be comparable to that of other projects of similar nature and complexity, including as applicable salaries and man-hours to accomplish the work, and allocation of labor within the man-hour estimates.
 - b) The Agency, as deemed appropriate, will assess the fairness of the proposed fee.
 - c) The proposed compensation shall be studied for reasonableness and to assure sufficient compensation to cover the professional quality of the work items desired.
4. Contract Negotiations: If the consultant's first cost proposal is rejected by THE AGENCY, the negotiating parties shall hold a second conference to discuss those points of the cost proposal which are considered unsatisfactory. The consultant shall submit a second cost proposal based upon this second conference. If THE AGENCY rejects the consultant's second cost proposal, negotiations shall cease and commence with the second most qualified firm. If like negotiations are unsuccessful with the second most qualified firm, THE AGENCY will undertake negotiations with the third most qualified firm and others on the selected list in sequential order. With the concurrence of the legally designated selection authority, the AGENCY may, at any time, in lieu of continuing negotiations, elect to redefine the scope of the project and invite another group of consultants to submit proposals pursuant to "POLICY", Section III, Competitive Negotiation Procurement Procedure.

G. *Contract Development and Execution:*

1. In the event the parties reach agreement, the Legally Designated Selection Authority shall approve the preparation of a contract.
2. The contract will include a clause requiring the consultant to perform such additional work as may be necessary to correct errors in the work required under the contract without undue delays and without additional cost to the AGENCY.
3. If the consultant contract includes a DBE goal, the consultant shall report at least quarterly all amounts paid to any DBE sub-consultants.
4. Method of Payment: The preferred method of contract is Cost Plus Fixed Fee (CPFF). Cost accounting records must be maintained. In accordance

with 23CFR 172.5(c), the cost plus a percentage of cost and percentage of construction cost methods of compensation shall not be used.

5. The Agency shall maintain a record of the negotiations and all required approvals.
6. Prior to approval of the contract, the AGENCY must have on file a contract specific Certificate of Insurance for the consultant. It shall confirm that the firm has professional liability insurance for errors and omissions in the amount of \$1,000,000, as a minimum, and the policy shall be maintained for the life of the contract.

H. *Monitoring of Active Projects:*

1. After the contract has been approved, a work order issued, and productive work on the consultant's assignment has begun, representatives of the AGENCY shall periodically review and document the consultant's progress. Said monitoring reviews shall be directed toward assurance that the consultant's assignment is being performed as specified in the agreement, that an adequate staff has been assigned to the work that project development is commensurate with project billings, and that work does not deviate from the contracted assignment.
2. An employee of THE AGENCY shall be responsible for each contract or project. Annually and/or at project close, the assigned employee will prepare a performance evaluation report covering such items as timely completion of work, conformance with contract cost, quality of work, and whether the consultant performed the work efficiently. A copy of this report will be furnished to the firm for its review and comments upon request.

I. *Supplemental Agreements:*

1. No contract may be supplemented to add work outside the scope of the project or the general scope of services the consultant was initially evaluated to perform. For example, a roadway design contract may be supplemented to add work related to additional phases of project design (e.g. preliminary engineering with related technical services such as survey or geotechnical work, preparation of right-of-way plans, or preparation of final construction plans); however, a project specific or multiphase contract for roadway design shall not be supplemented to add a new project or to add a different type of service, such as construction engineering and inspection.

J. *Contract Accounting Policies:*

1. Overhead Charge

Federally funded projects: The overhead charge, effective for contracts advertised on or after December 1, 2005, shall be the actual rate as determined in compliance with Federal Acquisition Regulation Standards and approved by a cognizant agency as defined by 23 CFR 172. The cognizant agency is the home state transportation department, a federal agency, or TDOT in the absence of any of the other. A Certified Public Accountant (CPA) may perform the audit, but the audit work papers may be reviewed by the governmental agency. The overhead rate for firms with multiple offices shall be a combined rate for all offices. The rate for the overhead charge will be valid for a one year accounting period. If the overhead rate expires during the contract period an extension may be considered on a case-by-case basis in accordance with 23 CFR 172.7(b).

2. Net Fee Calculation:

The fee for profit is negotiable. The maximum allowable net fee is 13% and should be negotiated depending on the type work, complexity, time restraints, etc., of the project. Net fee is calculated using the following formula: $\text{Net Fee} = 2.35 \times \text{Direct Salary} \times \text{Allowed Net Fee Rate}$.

For cost plus fixed net fee contracts, net fee shall be invoiced as follows: Net fee is invoiced based on the total approved net fee multiplied by the estimated percentage of project completion during the invoicing period as stated in the progress report, less any previous partial payments.

3. Contract and Project Closing:

The Agency is responsible for keeping up with contract costs and knowing when a contract is complete. It is also responsible for closing the contract in a timely manner. By letter to the consultant, the Agency shall affirm that the contract or work order has been satisfactorily completed. In the event that additional services are required within the original scope of the project, the contract or work order may be re-opened. All terms and conditions of the contract shall remain the same.

4. Audit Requirements

- a) Pre-award audits consist of a review of a proposed indirect cost (overhead) rate based upon historical data, review of the consultant's job cost accounting system, and review of project man-day or unit price proposals. Awarded contracts are subject to interim and final audits. The audits consist of determining the accuracy of invoice charges by reviewing time sheets, payroll registers, travel documents, etc. Charges that cannot be supported will be billed back to the consultant. Annual reviews of the indirect cost rate for non-fixed indirect cost rate

contracts will be required and adjustments to the invoiced billing rate may be necessary based on audit results.

5. Computer Aided Drafting and Design (CADD) Expenditures:

All CADD equipment and software expenditures are to be treated as part of overhead. CADD expense will not be allowed as a direct expenditure based on an allocation rate.

6. Facilities Capital Cost of Money (FCCM) Rate:

FCCM referenced in 48 CFR 31.20510 shall be allowed as part of overhead and applied to direct labor.

7. Direct Cost.

- a) Direct Costs include job related expenses which are required directly in the performance of project services such as travel, subsistence, long distance telephone, reproduction, printing, etc. These should be itemized as to quantities and unit costs in arriving at the total cost for the expense.
- b) The proposed direct cost shall not exceed the Tennessee Department of Transportation's maximum allowable rate when a rate for such cost is specified. All direct costs must show supporting documentation for auditing purposes. Documentation for proposed rates should show how they were developed including historical in-house cost data or names and phone numbers of vendors that supplied price quotes along with receipts, invoices, etc., if available.
- c) Electronic equipment, such as personal computers, cameras, and cellular phones, shall be included in the consultant's overhead.
- d) The cost of the use of the consultant's vehicle(s) to the AGENCY'S project shall be paid for according to Attachment A, Schedule of Vehicle Reimbursements.

8. Collection of Funds Due as Result of Contract Audit:

Once an audit is completed and the consultant is found to owe the AGENCY, the Auditor will notify in writing the consultant,. The Agency will notify the consultant in writing about the indebtedness and request payment within 30 days from the date of the letter. If after 30 days payment is not received, the consultant will then be notified that any funds held in retainage or funds owed to the consultant under other agreements will be used to satisfy the indebtedness. If funds or payables to the consultant in

the AGENCY'S possession are in excess of the indebtedness, anything owed the consultant will be remitted under normal payment procedures. If the funds in the AGENCY'S possession are not sufficient to satisfy the indebtedness, the Agency will take appropriate action.

K. *Geotechnical Contracts:*

Contracts for geotechnical services are considered separately because they may involve a mixture of two types of services, i.e., geotechnical studies (engineering services) and subsurface exploration/drilling or laboratory testing (technical services). Additionally, some firms offer one or the other of these services, others offer both, and others offer some combination as well as other services, e.g., design. Firms offering both services must, for accounting purposes, separate the two operations. Cost of equipment, supplies, etc., used in technical services may not be applied towards overhead computations for engineering services.

1. Sub-surface Exploration/Drilling: These services shall be procured as required by applicable law and in accordance with the procedures noted in "POLICY", Section VI, Technical Service Procurement Procedure.
2. Geotechnical Studies Only: These services shall be procured as noted in "POLICY", Section III, Competitive Negotiation Procurement Procedure.
3. Geotechnical Studies and/or Laboratory Testing Combined: The services of these firms shall be procured as noted in "POLICY", Section IV, Competitive Negotiation Procurement Procedure. The technical services costs shall be negotiated by the Agency based on usual industry standards.
4. Geotechnical Studies and/or Sub-surface Exploration/Drilling and/or Laboratory Testing within another Engineering Services Firm: These services shall be procured as part of the larger contract, e.g., roadway design. Payment for sub-surface exploration/drilling shall be invoiced as a direct cost. Overhead cost restrictions as previously stated in Section III, Item J, Contract Accounting Policies, also apply to hourly labor charges. Geotechnical studies shall be invoiced as other engineering services.

L. *Sub-consultants for Engineering Services:*

1. Geotechnical Studies and/or Sub-surface Exploration/Drilling and/or Laboratory Testing within another Engineering Services Firm:

These services shall be procured as part of the larger contract, e.g., roadway design. Payment for sub-surface exploration/drilling shall be invoiced as a direct cost. Overhead cost restrictions as previously stated in Section III, Item J, Contract Accounting Policies, also apply to hourly labor charges. Geotechnical studies shall be invoiced as other engineering services.

2. Geotechnical Studies Firms as Sub-Consultants

- a) Geotechnical Studies Only: The services of these firms may be procured by negotiation with the prime consultant as described previously herein.
- b) Geotechnical Studies and Sub-surface Exploration/Drilling and/or Laboratory Testing Firms as Sub-Consultants: The services of these firms shall be procured by negotiation with the prime consultant.

M. *Sub-consultants Not Covered Under Engineering Services:*

In the event a sub-consultant is required whose hiring process, as a prime, would be governed by "POLICY", Section IV, Noncompetitive Negotiation Procurement Procedure, or other applicable state policy, that sub-consultant shall be retained by the same method used if he were a prime.

1. Example: Design consultants are occasionally asked to provide laboratory testing services under their design contract. These services procurement methods are described under "POLICY", Section VI, Technical Service Procurement Procedure. The design consultant shall use, and document, the procedures described under "POLICY", Section VI, Technical Service Procurement Procedure, when hiring the laboratory testing consultant.
2. The Agency should monitor the hiring and documentation of sub-consultants by the prime. Documentation should detail the method used and should be satisfactory for a final project audit.

IV. NONCOMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE

The following procedures may be used by the AGENCY, subject to TDOT's prior approval, in those circumstances where there exists only one viable source for the desired services, when competition among available sources is inadequate, or in emergencies when adherence to normal procedures will entail undue delays for projects requiring urgent completion.

Upon determination of a need for this type of procurement, the AGENCY shall request an estimate from the qualified firm for the accomplishment of the desired assignment. The request for an estimate shall define the full scope of the desired services, together with minimum performance specifications and standards, the date materials and services are to be provided by the consultant to the AGENCY, and the required assignment completion schedule. Response to the request for an estimate shall be evaluated, giving due consideration to such matters as a firm's professional integrity, compliance with public

policies, records or past performances, financial and technical resources, and requested compensation for the assignment.

V. SMALL PURCHASE PROCUREMENT PROCEDURE

When the contract cost of the services does not exceed the simplified acquisition threshold fixed in 41 U.S.C. 403(11), which is currently \$150,000, small purchase procedures may be used. Contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures. Proposals will be obtained from an adequate number of qualified sources with a minimum of three. It is the responsibility of the Local Government to determine the level of advertisement in order to ensure a qualified pool of candidate consultants is available to choose from.

Awards will be made to the responsible firm whose proposal is most advantageous to the program with relevant factors considered. Contact the LPDO for approval to proceed with this process.

POLICY FOR STANDARD PROCUMENT OF ENGINEERING AND TECHNICAL SERVICES

Vehicle Reimbursement Schedule

For all projects except Construction Engineering and Inspection (CEI), the consultant shall be reimbursed at the rate specified in the State of Tennessee Comprehensive Travel Regulations in effect at the time the cost was incurred.

For CEI projects, the consultant shall be reimbursed at the rate of \$27.00 per day for compact pick-up trucks used on the AGENCY's projects. For full size pick-up trucks used on the AGENCY projects, the consultant shall be reimbursed at the rate of \$30.25 per day

Rate changes are approved: _____
AGENCY HEAD DATE

ATTACHMENT A - Consultant Selection for Locally Managed Projects

Size of Project	Type of Project	Procurement Requirements
<p>SMALL projects</p> <ul style="list-style-type: none"> • Must have a full-time employee on staff with experience managing transportation projects. • Must hire consultants for all phases of the project from TDOT's approved list if the Local Government has not been approved by TDOT to use their own forces. The consultants must be qualified in the required area of expertise. 	<ul style="list-style-type: none"> • Transportation Alternatives • intersection improvements without significant ROW (under one acre of disturbance) • Safe Routes to School • resurfacing • striping • signing • guardrail installation • signalization • some bridge replacement projects (under one acre of disturbance) • non-construction/service contracts (as listed in Chapter 10 of the LGG) • low-risk and exempt ITS 	<ul style="list-style-type: none"> • Local Government can use the same consultant for the entire project (planning, preliminary engineering and CEI)
<p>MID-RANGE projects</p> <ul style="list-style-type: none"> • Must have a qualified, full-time professional engineer on staff. • Must hire consultants for all phases of the project from TDOT's approved list. The consultants must be qualified in the required area of expertise. 	<ul style="list-style-type: none"> • roadway widening • realignment of existing roadway • signalization projects with the addition of turn lanes • intersection improvements with significant ROW (over one acre of disturbance) • bridge replacement projects requiring significant land acquisition (over one acre of disturbance) • projects with environmental requirements greater than a categorical exclusion but lesser than an EIS • high-risk ITS 	<ul style="list-style-type: none"> • The selected CEI consultant shall not be associated with any other aspect of the project.
<p>LARGE projects</p> <ul style="list-style-type: none"> • Must have a qualified, full-time professional engineer on staff with extensive experience working with federally-funded transportation projects. • Must hire consultants for all phases of the project from TDOT's approved list. The consultants must be qualified in the required area of expertise. 	<ul style="list-style-type: none"> • construction of new facilities • widening of existing roadways • realignment of existing roadways that require significant land acquisition (over 10 acres) • environmental clearances that require an EIS 	<ul style="list-style-type: none"> • The selected CEI consultant shall not be associated with any other aspect of the project.

RESOLUTION# - 8d-0716

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

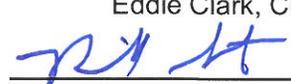
WHEREAS, certain amendments are needed to provide for compliance with audit requirements to not overspend allocated amounts in different funds and receive unanticipated revenues that require an increase in estimated revenue and/or proposed expenditures from unreserved balances in each respective fund,

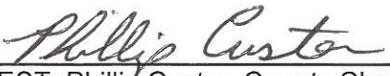
NOW, THEREFORE, BE IT RESOLVED, that the General Fund Budget of Franklin County, Tennessee be amended as follows:

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Community Development	101	47180		NISSA		228,000.00	
Other Economic & Community Development - Other Contracted Services	101	58190	399	NISSA			228,000.00
Total County General Fund 101						228,000.00	228,000.00
Budget for SCTDD Grant for Nissan/Decherd Waterline Extension							

Approved this the 18th Day of July 2016.


 Eddie Clark, Chairman of the Commission


 Richard Stewart, County Mayor


 ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: Rudder & VanBuskirk

Motion to Adopt By: Van Buskirk Second By: Rudder

Votes: Ayes 16 Nays 0

Declaration: Approved



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 06/22/15	End Date 01/31/20	Agency Tracking # 33006-28615	Edison ID 9858
-------------------------------	-----------------------------	---	--------------------------

Grantee Legal Entity Name County of Franklin	Edison Vendor ID 25
--	-------------------------------

Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	CFDA # Grantee's fiscal year end 06/30
--	---

Service Caption (one line only)
The Grantee shall utilize funds for water improvements at Nissan North America. - FIDP

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2015	\$228,000.00				\$228,000.00
TOTAL:	\$228,000.00				\$228,000.00

Grantee Selection Process Summary

Competitive Selection
 Non-competitive Selection

Grantees are selected according to criteria described in ECD's Delegated Grant Authority for the FIDP Program.

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

CPO USE - GG

Jessie L. Johnson 7-7-15

Speed Chart (optional)	Account Code (optional)
-------------------------------	--------------------------------

**GRANT CONTRACT
 BETWEEN THE STATE OF TENNESSEE,
 DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
 AND
 COUNTY OF FRANKLIN**

This Grant Contract, by and between the State of Tennessee, Department of Economic & Community Development, hereinafter referred to as the 'State" and County of Franklin, hereinafter referred to as the "Grantee," is for the provision of improvements for Nissan North America, Inc., as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 25

A. SCOPE OF SERVICES:

A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.

A.2. The Grantee shall utilize funds for the following infrastructure improvements:

- | | | |
|--|---|--|
| <input type="checkbox"/> Drainage Improvements | <input type="checkbox"/> Electrical Improvements | <input type="checkbox"/> Gas Line Improvements |
| <input type="checkbox"/> Railway Improvements | <input type="checkbox"/> Roadway Improvements | <input type="checkbox"/> Sewer Improvements |
| <input type="checkbox"/> Site Improvements | <input type="checkbox"/> Telecommunication Improvements | |
| <input checked="" type="checkbox"/> Water Improvements | | |

A.3. As evidenced in the Company's Letter of Intent submitted with the Grantee's application, Nissan North America, Inc. has agreed to the following:

Investment:

To invest at least the following amounts:

Real Property	\$3,136,816.00
Personal Property	\$187,833,184.00
Total Investment	\$190,970,000.00

Jobs:

To employ at least the following number of additional employees within five years of the initiation of hiring:

50

Employment Reports:

To provide the State at least annual reports on its total number of employees for a period of five (5) years after the initiation of hiring.

Civil Rights Laws:

To abide by all applicable Civil Rights Laws in its hiring process.

A.4. The Grantee shall provide the State with a final end-of-project report upon completion of project. This report must be received by the State prior to final reimbursement to Grantee.

B. CONTRACT PERIOD:

B.1. This Grant Contract shall be effective for the period beginning June 22, 2015, and ending on January 31, 2020. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

- B.2. In the event the Grantee completed a Request to Incur Cost form (RTIC) and the RTIC was approved by the State, the contract period beginning date shall be the date established by the Permission to Incur Costs (PTIC) letter. If applicable, the PTIC letter is attached as Attachment 2.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Twenty-Eight Thousand Dollars and No/100 (\$228,000.00). The Grant Budget, attached and incorporated hereto as Attachment 1, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Economic and Community Development
FastTrack Infrastructure Development
312 Rosa L. Parks Avenue, 26th Floor, 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 Economic and Community Development, Business Development.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.

- iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy

Statement 03 or any amendments or revisions made to this policy statement during the contract period.

- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
 - a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract,

the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

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

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the

licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

- D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

- D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

- D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Philip Trauernicht, Senior Advisor
Business Development
Department of Economic and Community Development
312 Rosa L. Parks Avenue, 27th Floor, Nashville, TN 37243
Philip.trauernicht@tn.gov
Telephone # 615-253-1903
FAX # 615-741-5554

The Grantee:

The Honorable Richard Stewart, Mayor
County of Franklin
855 Dinah Shore Boulevard, Suite #3
Winchester, TN 37398
Richard.stewart@franklincotn.us
Telephone # 931-967-2905
Fax # 931-962-0194

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

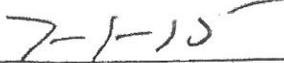
- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and

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

- E.4. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.5. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.6. Grantee Participation. Grantee Participation amount(s) 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.7. Project Overrun. If there is a project overrun, it is the responsibility of the Grantee to pay costs.
- E.8. Final Report. The final end-of-project report must be submitted to and received by the State prior to final reimbursement for project.

IN WITNESS WHEREOF,

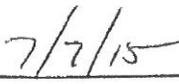
COUNTY OF FRANKLIN:

GRANTEE SIGNATURE DATE
THE HONORABLE RICHARD STEWART, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

WILLIAM F. HAGERTY, COMMISSIONER DATE


Permission to Incur Costs Letter
(Attach executed copy if applicable)

**ATTACHMENT A
GRANT BUDGET**

GRANT CONTRACT # _____
GRANTEE: Franklin County - Nissan North America, Inc.
GRANTEE CONTACT: Nathan Ward 931-698-1950
PROGRAM AREA: FIDP

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: 6/22/15 through 1/31/20			
EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE [PARTICIPATION / MATCH]	TOTAL PROJECT
Construction	\$228,000.00	\$135,400.00	\$363,400.00
Construction Inspection		\$25,000.00	\$25,000.00
Engineering Design		\$28,000.00	\$28,000.00
Engineering (other than design)		\$5,000.00	\$5,000.00
Legal Services		\$1,500.00	\$1,500.00
Appraisals			
Acquisition of Property - Land & ROW			
Professional Fee (Detail attached)		\$15,000.00	\$15,000.00
Other Non-Personnel Expenses (Detail attached)			
Project Contingency (for potential project costs exceeding the total budget amount in line items above)		\$12,100.00	\$12,100.00
GRAND TOTAL	\$228,000.00	\$222,000.00	\$450,000.00

Grant Rate: 80%

Benchmark: 4%

GRANT BUDGET DETAIL

LINE-ITEM DETAIL FOR: PROFESSIONAL FEE	AMOUNT
TOTAL	

LINE-ITEM DETAIL FOR: OTHER NON-PERSONNEL EXPENSES	AMOUNT
TOTAL	

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY)
7/01/16

PRODUCER

NGU Risk Management
111 Hazel Path
Hersonville, TN 37075

THIS CERTIFICATE IS INTENDED TO CONFER AND STIPULATE COVERAGE UNDER THE FOLLOWING TERMS AND CONDITIONS TO THE NAMED INSURED INCLUDING ALTERATION OF THE TNRMT PROGRAM IF REQUIRED.

COMPANIES AFFORDING COVERAGE

INSURED

Tennessee Risk Management Trust
404 BNA Drive, Suite 208
Nashville, TN 37217

INSURER A: **TNRMT**

INSURER B:

INSURER C:

INSURER D:

MEMBER: Franklin County School System

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	EMPLOYEE FIDELITY	TNRMT	07/01/16	07/01/17	\$400,000 EACH AND EVERY LOSS
	X	MONEY & SECURITIES				
	X	FORGERY OR ALTERATION				

COVERED POSITIONS

All Member employees including elected officials, School Directors, Treasurers, Bookkeepers and Finance Directors. This coverage also complies with TCA 4-4-108 for blanket bonds and TCA 8-19-101 as replacement for individual official bonds.

SPECIAL CONDITIONS/OTHER COVERAGES

Maintenance deductible on all first party losses is \$500

CERTIFICATE HOLDER

Franklin County School System
215 S College St.
Winchester, TN 37398

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



NGU RISK MANAGEMENT

Franklin County Government Grant Pre-Application Notification Form

Department or Organization Applying for Grant:	Franklin County Library
Grant/Program Title:	Sub-recipient CFDA 45.310 – Technology Grant
Grant Beginning Period:	7/1/16
Grant Ending Period:	4/30/17
Grant Amount:	\$ 2,929.86
Funding Agency (i.e. State, Federal, Private):	Federal through State
Funding Agency Contact Information	
Name	Jennifer Cowan-Henderson, Bibliographic Services Coordinator, TN State Library & Archives
Address	403 – 7th Ave N, Nashville, TN 37243
Phone	615-585-6029
Fax	615-532-9904
Email	<u>Jennifer.Cowan-Henderson@tn.gov</u>
Funding Percentage or Match (i.e.100% or 75%/25%):	50%
Funding Type (Revenue Advanced or Reimbursed):	Reimbursed
Ongoing Funding Requirements(Yes/No & Length Required):	No
Indirect Cost Availability (Yes/No):	Yes
Grant Beneficiary:	Local Library
Purpose of Grant:	Purchase computers, software, networking equipment & peripheral devices for use by Library patrons and staff.
Person/Dept Responsible for Grant Program Management:	Tina Stevens
Person/Dept Responsible for Reporting Expenditures:	Tina Stevens
Person/Dept Responsible for Requesting Revenue Claims:	Tina Stevens
Grant Requirements for Continuation of Program or Cooperative Agreements:	N/a
Grant Requirements for Equipment, Ownership & Insurance:	Add to inventory and maintain.
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:	<i>Tina Stevens</i> Date: 6/27/16



Office of the Secretary of State
 Tennessee State Library and Archives
 Library Services and Technology Act (LSTA)
 2017 Technology Grant Application

Legal Library Name	Franklin County Library		
Full Name of the Entity that is registered for the DUNS number listed below	County of Franklin		
DUNS (Data Universal Numbering System) Number	001110634		
Grantee Mailing Address	105 S. Porter St.		
City	Winchester	State	Zip Code
		TN	37398
Phone Number	931.967.3706		
Name of Region	Stones River		
Independent or Metro (if not in regional system)			
Date of Grantee's Last A-133 Audit	6/30/15		
Fiscal Year Covered in Last A-133 Audit	7/1/14—6/30/15		
Grant Contact Person	Tina L. Stevens		
Grant Contact Person Title	Director		
Grant Contact Person e-mail address	fldirector@franklincotn.us		
Name of In-House Tech Support Staff Person for Library (not NSC or LISS)	Kathy Pack		
City/County to be Served	Franklin		
Federal Congressional District(s) to be Served (http://capwiz.com/nra/dbq/officials/)	04		
State House District to be Served (http://capwiz.com/nra/dbq/officials/)	39		
State Senate District to be Served (http://capwiz.com/nra/dbq/officials/)	16		

** if the entity does not have a DUNS number, one will either need to be applied for before applying for the Tech Grant, or another eligible entity that has a DUNS number will need to be used.*



Office of the Secretary of State
Tennessee State Library and Archives
Library Services and Technology Act (LSTA)
2017 Technology Grant Application

Information from: <http://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>

Has my organization identified its Data Universal Number System (DUNS)?

Ask the grant administrator, chief financial officer, or authorizing official of your organization to identify your DUNS number.

If your organization does not know its DUNS number or needs to register for one, visit Dun & Bradstreet website:

Register or Search for a DUNS Number:

<https://www.dandb.com/dunsnumberlookup/>

Purpose of this Step:

The federal government has adopted the use of DUNS numbers to track how federal grant money is allocated. DUNS numbers identify your organization.

How long should it take?

If requested over the phone, DUNS is provided immediately. Webform requests take 1 to 2 business days.

What is a DUNS Number and why do I need to obtain one?

The Data Universal Number System (DUNS) number is a unique nine-character number that identifies your organization. It is a tool of the federal government to track how federal money is distributed. Most large organizations, libraries, colleges and research universities already have DUNS numbers. Ask your grant administrator or chief financial officer to provide your organization's DUNS number.

List of Information you will need to obtain a DUNS number (if your organization does not already have one):

- Name of organization
- Organization address
- Name of the CEO/organization owner
- Legal structure of the organization (corporation, partnership, proprietorship)
- Year the organization started
- Primary type of business
- Total number of employees (full and part time)

If your organization does not have a DUNS number, use the Dun & Bradstreet (D&B) online registration to receive one free of charge.

NOTE: Obtaining a DUNS number places your organization on D&B's marketing list that is sold to other companies. You can request not to be added to this list during your application.



Office of the Secretary of State
Tennessee State Library and Archives
Library Services and Technology Act (LSTA)
2017 Technology Grant Application

Instructions

1. All Windows Desktops and Laptops purchased in this grant must follow the minimum specifications.
2. If you are planning to purchase off of the State Contract for desktops or laptops, the description can be "Platform 3" or whichever platform meets the minimum specifications.
3. You will need to specify what purpose each item will provide. For example:
 - a. Is your item to replace an older one?
 - b. Will it be to increase your network size?
 - c. Will it allow you to increase your service?

Note: Items requested for grant purposes cannot be for marketing or advocacy purposes.

4. The grant request should be up to half of the total cost, with the overall grant request from all categories not being more than \$20,000.00.
5. Any item that is \$5,000.00 or more is not eligible for this grant.
6. This is a matching grant, in that for every dollar you receive from the grant, a local dollar must be spent at well.

Note: Federal funds (i.e. USDA funds) cannot be used as your match for this grant.

Ineligible Items

Items not eligible for direct purchase through this grant include (but may not be limited to):

- Furniture
- Salaries
- Construction
- Televisions (including smart tvs)
- Network Cabling
- Device stands
- Phones
- Internet access or phone charges
- Late fees
- Taxes
- Renewal charges
- Items costing \$5,000.00 or more
- Digital picture frames
- Headphones/earbuds purchased specifically to sell or give away
- Non-digital microfilm readers or reader/printers
- Non-networked copiers
- Leased networked copiers
- Items purchased solely for marketing or advocacy purposes

Note: if you are not sure if the item you are interested in is eligible, please feel free to ask.



Office of the Secretary of State
Tennessee State Library and Archives
Library Services and Technology Act (LSTA)
2017 Technology Grant Application

Minimum Specifications for Windows Desktops and Laptops

Windows Desktop

Platform 3 on State contract

http://tn.gov/assets/entities/generalservices/cpo/attachments/SWCWeb_Lines6.html#SWC3005

Operating System: Windows 7 Professional Edition 64-bit
Processor Speed: 3.2 GHz Intel 'I5-4570' processor
Memory: 8 GB
Hard Drive: 500 GB
Warranty: 3 year next day parts and labor on-site warranty

Windows Laptop

Platform 2 on State contract

http://tn.gov/assets/entities/generalservices/cpo/attachments/SWCWeb_Lines6.html#SWC3005

Operating System: Windows 7 Professional Edition 64-bit
Processor Speed: 2.4 GHz Intel 'I5-4200M' processor
Memory: 8 GB
Hard Drive: 320 GB
Warranty: 4 year next business day parts and labor on-site warranty

Category	Description	Purpose	# Requested	Cost per Unit	Total Cost	Grant Request (up to 1/2 of total cost)
----------	-------------	---------	-------------	---------------	------------	---

Library Name Franklin County Library

Computers						
Windows Desktop	(must follow minimum specifications)					
Windows Laptop	(must follow minimum specifications) HP ProBook 650 G2 Platform 3	Will allow staff to access the ILS offsite, provide a portable workstation, and allow for instructional programming	1	\$1001.90	\$1001.90	\$500.95
Macintosh Desktop						
Macintosh Laptop						
Server						
Children's Workstation						
All-in-one or Thin Clients						
Other Computers (please specify)						
Software (annual fees are not eligible)						
Productivity/AntiVirus/Security Software						
Automation						
Other Software (please specify)						
Networking Hardware (networking cables are not eligible)						
Routers/Wireless Routers						

Category	Description	Purpose	# Requested	Cost per Unit	Total Cost	Grant Request (up to 1/2 of total cost)
Hubs/Switches/etc.						
Wireless Access Points						
Other Networking Hardware <i>(please specify)</i>						
Peripherals, Mobile Devices and other Small Items						
Monitors	HP V222-LED monitor 21.5"	Replace staff monitors	3	\$90.95	\$272.85	\$136.43
Black and White Printers						
Color Printers						
All-in-One Scanners/ Fax / Printers						
Barcode Scanners						
Flatbed Scanners						
E-Book Reader	Amazon Kindle e-reader	Will provide the means to circulate e-books	5	\$85.22	\$426.10	\$213.05
Digital Camera						
Tablet/iPad	Apple iPad Air 2 64GB	Will allow staff access to the library's integrated library system, will serve as a portable work station, and allow instructional programming				
Other <i>(please specify)</i>	Playaway Launchpad	Will provide literacy building technology for children	5	\$149.99	\$749.99	\$374.98
Other Items Not in Another Category <i>(please specify)</i>						

Category	Description	Purpose	# Requested	Cost per Unit	Total Cost	Grant Request (up to 1/2 of total cost)
Totals					\$2,929.86	\$1,464.93
Indirect Cost			Percentage			
					Revised Total	



Office of the Secretary of State
 Tennessee State Library and Archives
 Library Services and Technology Act (LSTA)
 2017 Technology Grant Application

Certifications

For this LSTA Grant Proposal to be considered for funding, the library must meet requirements for items in the certification tables below.

- If this LSTA grant request does not include funding for computers or electronic devices to access the Internet, computer software, or peripherals installed on computers accessing the internet, compliance with item 1 is not required.

I certify that the applicant or public library being applied for is compliant with the following:

Please check one

		Yes	No
1.	Children's Internet Protection Act <i>(complete and sign Internet Safety Certification page, which follows this page)</i>	X	
2.	Title VI, Civil Rights Act of 1964	X	
3.	Type of Library <i>(please mark yes or no, please choose only one as yes)</i>		
3.a.	Department of the County or City	X	
3.b.	Joint Venture <i>(a formal agreement between a city and county; between cities; or between counties where funding for the library is split between the agreeing entities)</i>		
3.c.	A documented 501-C-3 <i>(the library has filed with the IRS as a 501-C-3 non-profit organization; having a tax exempt number or using one from a city or county does not qualify the library as a 501-C-3, just as tax exempt)</i>		
3.d.	Other, please specify		

Items 4 – 7 are not required for Metropolitan or Independent Libraries

4.	Signed Service Agreement filed with your regional office for the most recent completed fiscal year	X	
5.	Signed Maintenance of Effort documentation filed with your regional office for the most recent completed fiscal year	X	
6.	Did a member of your library board attend the 2015 Trustee Workshop?	X	
6.a.	If Yes, please provide names of attendee(s)		
	Attendee 1 Margaret Zimmerman		
	Attendee 2		
	Attendee 3		
	Attendee 4		
7.	Has the Standards Survey been completed for your library for the 2015/2016 Fiscal Year?		X

Items 6 and 7 will directly affect your grant award.

Jane L. Ferber

Signature of Library Director

6/27/16

Date

Margaret Zimmerman

Signature of Board Chairperson or Authorizing Authority

6/27/16

Date

Margaret Zimmerman, Chairman of the Board of Trustees

Printed Name and Title of Board Member or Authorizing Authority





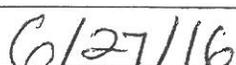
Office of the Secretary of State
Tennessee State Library and Archives
Library Services and Technology Act (LSTA)
2017 Technology Grant Application

**Internet Safety Certification
For Public Libraries**

Library Name: Franklin County Library

As the duly authorized representative of the library, I hereby certify that
(Choose EITHER A or B, but not both):

<p>A.</p> <p><input checked="" type="checkbox"/></p>	<p>The recipient library has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act and has in place the following policies, as provided by 20 U.S.C. Section 9134(f)(1):</p> <p>(i). A policy of Internet safety <i>for minors</i> that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are: (1) obscene; (2) child pornography; or (3) harmful to minors; and the library is enforcing the operation of such technology protection measure during any use of such computers <i>by minors</i>; and</p> <p>(ii). A policy of Internet safety that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are (1) obscene; or (2) child pornography; and the library is enforcing the operation of such technology protection measure during any use of such computers.</p>
<p>B.</p> <p><input type="checkbox"/></p>	<p>The requirements of Section 9134(f) of the Library Services and Technology Act do not apply to the recipient library because no funds made available under the LSTA program will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet for a public library that does not receive discounted E-Rate services under the Communications Act of 1934, as amended.</p>

	
<p>Signature of Authorizing Authority</p>	<p>Date</p>
<p>Margaret Zimmerman</p>	
<p>Printed Name of Authorizing Authority</p>	
<p>Chairman of the Board of Trustees</p>	
<p>Title of Authorizing Authority</p>	





Office of the Secretary of State
Tennessee State Library and Archives
Library Services and Technology Act (LSTA)
2017 Technology Grant Application

Certification of Indirect Cost

Library Name: Franklin County Library

Definition: An Indirect Cost is an organization's incurred cost that cannot be readily isolated or identified with just one project or activity. These types of costs are often referred to as "overhead costs." Typical examples are charges for utilities, general insurance, use of office space and equipment that you own, local telephone service, and the salaries of the management and administrative personnel of the organization.

Check one of the following options regarding indirect costs as part of your grant award.

- The Grantee has a Federally negotiated rate for indirect cost, which is _____%.
Note: if a Federally negotiated rate is chosen, it is necessary for the appropriate documentation to be attached.
- The Grantee requests that 10% of their grant award be allocated for indirect costs.
- The Grantee requests that 0% of their grant award be allocated for indirect costs, and that the full grant award go towards the cost of technology items.

Margaret Zimmerman 6/27/16
Signature of Authorizing Authority Date

Margaret Zimmerman
Printed Name of Authorizing Authority

Chairman of the Board of Trustees
Title of Authorizing Authority





Office of the Secretary of State
 Tennessee State Library and Archives
 Library Services and Technology Act (LSTA)
 2017 Technology Grant Application

Financial Certification

Library Name: Franklin County Library

Federal Employer Identification Number (FEIN) 62-6000595

Also referred to as a tax exempt number

Business Name or Name of the Holder of the FEIN Franklin County Library

I prefer to have my grant funds direct deposited.

Please provide the last 4 digits of the account you will be using for this grant _____

I prefer to receive a check for my grant funds.

Please provide a business name and address of where the check should be delivered

Note: if using a new account for direct deposit, please contact the grant manager for the documentation and instructions to add this account to your file.

Margaret Zimmerman 8/27/16
 Signature of Authorizing Authority Date

Margaret Zimmerman
 Printed Name of Authorizing Authority

Chairman of the Board of Trustees
 Title of Authorizing Authority





Office of the Secretary of State
Tennessee State Library and Archives
Library Services and Technology Act (LSTA)
2017 Technology Grant Application

Checklist for Application

- Application completed
- All certification pages completed and signed
Please note: Authorizing Authority is referring to someone not part of the library staff that has fiscal authority. This can include the board chair, mayor, city or county financial officer, etc.

Grant Questions?

Questions regarding the tech grant can be sent to Jennifer Cowan-Henderson
Phone 615-741-1923
Fax 615-532-9904
E-Mail Jennifer.Cowan-Henderson@tn.gov

Submitting Applications

Applications will be accepted via fax, mail, or e-mail.

Applications can be sent to:

Postal mail: Tennessee State Library and Archives
403 Seventh Avenue North
Nashville, TN 37243
Attn: Jennifer Cowan-Henderson

Fax: 615-532-9904

e-mail: Jennifer.Cowan-Henderson@tn.gov

Deadline for submitting applications:

July 1, 2016

This grant is made possible by



Franklin County Government Grant Pre-Application Notification Form

Department or Organization Applying for Grant: **Health Department**

Grant/Program Title: **Local Health Services**

Grant Beginning Period: **7/1/2016**

Grant Ending Period: **6/30/2016**

Grant Amount: **\$163,100**

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

Funding Agency Contact Information

Name: **Jenny Crane, Administrative Services**

Address: **7th Floor, Andrew Johnson Bldg., 710 James Robertson Parkway, Nashville, TN 37243**

Phone: **615-741-3914**

Fax:

Email: **Jenny.crane@tn.gov**

Funding Percentage or Match (i.e.100% or 75%/25%): **State 74%, Federal 10%, Interdepartmental 16%**

Funding Type (Revenue Advanced or Reimbursed): **Reimbursed**

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

Indirect Cost Availability (Yes/No): **No**

Grant Beneficiary: **Health Department – Local**

Purpose of Grant: **Operations of local health services for Franklin County citizens**

Person/Dept Responsible for Grant Program Management: **Charlene Nunley**

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:

Franklin County, TN

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

Franklin County, TN

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): **Yes**

Approving Official Signature:

Richard Stewart

Date:



GOVERNMENTAL GRANT CONTRACT

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

Begin Date July 1, 2016	End Date June 30, 2017	Agency Tracking # 34360-18017	Edison ID		
Grantee Legal Entity Name Franklin County Government			Edison Vendor ID 4189		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # see Section A. Scope of Services and Deliverables			
		Grantee's fiscal year end June 30, 2017			
Service Caption (one line only) Local Health Services					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2017	\$121,640.00	\$16,604.00	\$24,856.00		\$163,100.00
TOTAL:	\$121,640.00	\$16,604.00	\$24,856.00		\$163,100.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection					
According to TCA 68-2-603 and 68-2-607, each county shall establish a county health department and may enter into contracts with governmental entities to assist the county health department in carrying out its duties and functions. Rural Local Public Health meets the needs of the Tennessee citizens provided by the county health departments.					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional) HL00000131		Account Code (optional) 71301000			

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

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

Grantee Edison Vendor ID # 4189

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. Service Definitions.

- a. "CHAD" means Child Health and Development, a home visiting program;
- b. "CSS" means Children's Special Services, a program of the Maternal and Child Health Block Grant;
- c. "EPSDT" means Early, Periodic, Screening, Diagnosis and Treatment program, which is covered by Medicaid/TennCare;
- d. "HUGS" means Help Us Grow Successfully, a home visiting program;
- e. "EP" means Emergency Preparedness program, which include activities as part of the Centers for Disease Control and Prevention, Public Health Emergency Preparedness (PHEP) and Assistant Secretary for Preparedness and Response (ASPR) cooperative agreements;
- f. "STD" means Sexually Transmitted Disease program;
- g. "WIC Services" means Special Supplemental Nutrition Program for Women, Infant, and Children established by the Child Nutrition Act of 1966 and codified as 42 U.S.C. § 1786; and
- h. "PTBMIS" means Patient Tracking Billing and Management Information System of the state agency.

A.3. Service Goals. Rural Local Health Services represent an array of programs and services provided by the Division of Community Services. These programs and services illustrate the breadth and diversity of efforts to meet the public health needs of Tennessee's citizens. All public health services are delivered in accordance with state and/or federal statutes, program rules and regulations, physician protocols and standing orders.

A.4. Service Description.

- a. The Grantee shall perform the following services on an as needed basis:

PROGRAM	CFDA#
Adolescent Pregnancy Prevention	N/A
Breast and Cervical Cancer - National Cancer Prevention and Control	93.283
CHAD	N/A
Childhood Lead Poisoning Prevention	N/A
CSS – Care Coordination Services Maternal and Child Health Block Grant	93.994
Clinical Physician	N/A
Community Development Services	N/A
Coordinated Chronic Diseases Prevention	93.544
Dental Services - Dental Clinical – Upper Cumberland Regional and Stewart County Only	93.224
Dental Prevention Services (TennCare)	N/A
District/County Health Officers (DCHO)	N/A
EPSDT - Community Outreach Services	N/A
EPSDT - TennCare	N/A
EP	93.283
Family Planning Services - Family Planning, Title X	93.217
General Administration/Secretarial/Clerical/Fiscal/ Computer System Support/Custodial	N/A
Health Promotion National Center for Chronic Disease Prevention and Health Promotion	93.991
HUGS	N/A
HIV Services - HIV Prevention	93.940
HIV Services - Housing & Urban Development	14.241
Immunization Services - Immunization Program	93.268
Prenatal Services – Maternal and Child Health Block Grant	93.994
Rape Prevention and Education Program – Rape Prevention	93.991
Rural Health Services – Rural Health Grant	93.913
Ryan White Care Management – Ryan White Title 11 CARE Grant Act	93.917
Ryan White Medical Services – Ryan White Title 11 CARE Grant Act	93.917
STD Services – STD Grant – CDC	93.977
Tobacco Use Prevention and Control Program	93.283
Tuberculosis Physician Services	
Tuberculosis – Rural	
TB Cooperative Agreement	93.116
Tuberculosis Epidemiologic Studies Consortium	
Welcome Baby Community Outreach Services	93.505
WIC Services – Special Supplemental Nutrition Program for Women, Infant and Children	10.557

- b. The “Catalog of Local Rural Health Services for the Division of Community Services” provides a description of the above services. A copy of the most recent version of the Catalog of Local Rural Health Services for the Division of Community Services can be found at <http://intranet.health.nash.tenn/intranet/hsa/Documents/tabid/1431/Default.aspx>. The Grantee shall have access to the State’s Intranet, notification of any changes will be provided by the state.

- c. The Grantee shall assure staff providing services in accordance with this Grant are on duty during the State's regularly scheduled business hours. Grantee staff shall also observe the same legal holidays as observed by the State.
 - d. Local Health Services provided by the Division of Community Services are coded and tracked through PTBMIS. A copy of the most recent version of the PTBMIS Coding Manual can be found at <http://hsaintranet.health.tn.gov/>.
 - e. The Grantee shall allow the State to credential, privilege, contract medical facilities and medical practitioners on the Grantee's behalf.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsection b., below);
 - b. the Catalog of Local Rural Health Services for the Division of Community Services (found at <http://intranet.health.nash.tenn/intranet/hsa/Documents/tabid/1431/Default.aspx>) as may be amended, if any.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2016 ("Effective Date") and extend for a period of twelve (12) 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 One Hundred Sixty Three Thousand One Hundred Dollars (\$163,100.00) ("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 (Attachment 2) 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:

Janice Moore, Fiscal Director
Department of Health
Health Services-Fiscal Services
6th Floor, Andrew Johnson Building
710 James Robertson Parkway
Nashville, Tennessee 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 Health, Local Health Services.
 - (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.
 - (4) An invoice under this Grant Contract shall be presented to the State within forty-five (45) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than forty-five (45) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future

invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within forty-five (45) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 3).
- 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:

Jenny Crane, Administrative Services
Tennessee Department of Health
Division of Community Health Services
7th Floor, Andrew Johnson Building
710 James Robertson Parkway
Nashville, TN 37243
Email Address: jenny.crane@tn.gov
Telephone # (615) 741-3914

The Grantee:

Richard Stewart, County Mayor
Franklin County Government
Franklin County Courthouse
1 South Jefferson Street
Winchester, Tennessee 37398
richard.stewart@franklincotn.us
Telephone # (931) 967-2905
(931) 962-0194

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract (Attachment 4).
- 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 5.
- 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, with the exception of:

- (a) patient liability amounts (including copay, coinsurance, and deductibles) established by insurance plans and assigned to the patient,
- (b) charges based on patients' income and family size, and
- (c) other fees as established by the State.

The Grantee shall be allowed to bill the patient's insurance, including governmental insurers such as TennCare, where appropriate. The parties shall comply with all applicable governmental and insurance plan reimbursement rules, including but not limited to Medicaid/TennCare or Medicare. The parties further agree that benefits provided or received under this Grant Contract are not contingent on referrals nor are they paid under arrangement to provide healthcare services reimbursed by Medicare or Medicaid/TennCare.

- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.6. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

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

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

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

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

IN WITNESS WHEREOF,

FRANKLIN COUNTY GOVERNMENT:



GRANTEE SIGNATURE

DATE

RICHARD STEWART, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER

DATE

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 1)

FRANKLIN COUNTY GOVERNMENT - LOCAL HEALTH SERVICES				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2016, and ending June 30, 2017.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$104,600.00	\$0.00	\$104,600.00
2	Benefits & Taxes	\$37,700.00	\$0.00	\$37,700.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$20,800.00	\$0.00	\$20,800.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$163,100.00	\$0.00	\$163,100.00

ATTACHMENT 1 (CONTINUED)
 GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 2)

FRANKLIN COUNTY GOVERNMENT - LOCAL HEALTH SERVICES

SALARIES	MONTHLY OR HOURLY	PCT/HR	AMOUNT
COFFELT, ANGELA; SOCIAL COUNSELOR 2	2,743.27 X 12 X	100%	32,919.24
BREWER, KAREN; PHOA	1,950.41 X 12 X	100%	23,404.92
TAYLOR, MICHELLE; NURSE ASSISTANT	1,655.12 X 12 X	100%	19,861.44
VACANT; PEER COUNSELOR	11.49 X 52 X	20.00	11,949.60
VACANT; CHW - PPIS	10.46 X 52 X	15.00	8,158.80
HERNANDEZ, ROSIE; INTERPRETER	20.00 X 52 X	8.00	8,320.00
TOTAL ROUNDED			\$ 104,600.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
ROUTINE TRAVEL	\$13,000.00
CSS WORKER CROSS COUNTY SERVICES	\$4,000.00
ROUTINE TRAVEL FOR EPSDT OUTREACH LAY HEALTH VISITORS	\$3,800.00
<hr/>	
TOTAL ROUNDED	\$ 20,800.00

PHOA = PUBLIC HEALTH OFFICE ASSISTANT
 PPIS = Primary Prevention Impact Services
 CHW = Community Health Worker

STATE OF TENNESSEE
INVOICE FOR REIMBURSEMENT

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE				TDOH AGENCY INVOICE NUMBER (ONLY FOR FISCAL OFFICE USE)	
				INVOICE NUMBER	
				INVOICE DATE	
				INVOICE PERIOD	
FEDERAL ID#		Edison Vendor #		FROM	TO
CONTRACTING STATE AGENCY		Tennessee Department of Health		CONTRACT PERIOD	TO
PROGRAM AREA				CONTACT PERSON/TELEPHONE NO.	
EDISON CONTRACT NUMBER					
OCR CONTRACT NUMBER					
	(A)	(B)	(C)	FOR CENTRAL OFFICE USE ONLY	
BUDGET	TOTAL	AMOUNT BILLED	MONTHLY		
LINE	CONTRACT	YTD	EXPENDITURES	SPEEDCHART NUMBER:	
ITEMS	BUDGET		DUE	USERCODE:	
		(MO./DAY/YR.)		PROJECT ID:	
				AMOUNT:	
Salaries			\$0.00		
Benefits			\$0.00	SPEEDCHART NUMBER:	
Professional Fee/Grant & Award			\$0.00	USERCODE:	
Supplies			\$0.00	PROJECT ID:	
Telephone			\$0.00	AMOUNT:	
Postage & Shipping			\$0.00		
Occupancy			\$0.00	SPEEDCHART NUMBER:	
Equipment Rental & Maintenance			\$0.00	USERCODE:	
Printing & Publications			\$0.00	PROJECT ID:	
Travel/Conferences & Meetings			\$0.00	AMOUNT:	
Interest			\$0.00		
Insurance			\$0.00	SPEEDCHART NUMBER:	
Specific Assistance to Individuals			\$0.00	USERCODE:	
Depreciation			\$0.00	PROJECT ID:	
Other Non Personnel			\$0.00	AMOUNT:	
Capital Purchase			\$0.00		
Indirect Cost			\$0.00		
TOTAL			\$0.00		

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes
 These services are for medical services
 non-medical services

RECOMMENDED FOR PAYMENT

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION
FOR FISCAL USE ONLY

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

ATTACHMENT: 2

Instructions & Hints

Do not send a worksheet that is linked to another file

Line by line instructions are on the "line by line info" tab
Retain this file in blank form
Use "File Save As" to save information for a specific contract or reporting period

File Names: Please use the following format when naming files.

name of agency REPORTING PERIOD END.xls
do not abbreviate the agency name

example: davidson county health MARCH 02.xls

Reporting period - the start and end dates of the quarter being reported

Reporting periods are based on the Agency's fiscal year

Grant period - the start and end dates of the contract being reported

Send a report for every quarter even if there is no activity for that quarter

Abbreviations - do not abbreviate the Agency name

Number pages using the "page ____ of ____ pages" format

THE WORKSHEET IS NOT PROTECTED

do not overwrite formulas (identified by yellow shading and "0") or change formats

do not overwrite/edit shaded areas (move to the cell beyond the shading for input)

do not add (insert) lines do not change shaded areas

Expense and Revenue pages can show information for 2 contracts

Use separate Schedules A & B to report contracts for each granting State agency

Use additional expense and revenue pages for more than 2 contracts

copy all lines & fields to the first blank line below the last line in column A

with the cursor at the start of the added page, use "insert" "page break" for print purposes

reset print range to cover the added page(s) and correct the page numbers

Contract Number is the State Contract Number, NOT the agency program number

Report by program within the State Contract Number within State Department

Summarize programs into totals by State Contract Number and State Department totals

Do not combine State Contract Numbers

One Funding Information Summary and one Schedule C are required from each contractor submitting reports

Review Section C in all contracts for reporting requirements

ALLOCATION OF ADMINISTRATIVE COSTS

Requires completion of all attached sheets

NOTE If files are not properly named and print ranges not set, the report will be returned for correction

Do not send invoices with expense reports

If refund due, mail reports with check or send note with e-mail that check in the mail

e-mail completed files to: janice.e.moore@tn.gov

e-mail filing replaces mailing forms

Janice Moore

Telephone: 615-532-7767

Tennessee Department of Health

FAX 615-741-9533

Fiscal Services

6th Floor - Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)
SCHEDULE A
EXPENSE BY OBJECT LINE-ITEMS

There are seventeen specific object expense categories; two subtotals (Line 3, Total Personnel Expenses, and Line 19, Total Non-personnel Expenses); and Reimbursable Capital Purchases (Line 20), above Line 21, Total Direct Program Expenses. All expenses should be included in one or more of the specific categories, or in an additional expense category entered under Line 18, Other Non-personnel Expenses. The contracting state agency may determine these requirements.

With the exception of depreciation, everything reported in Lines 1 through 21 must represent an actual cash disbursement or accrual as defined in the Basis For Reporting Expenses/Expenditures section on page 13.

THE YEAR-TO-DATE EXPENSES MUST BE TRACABLE TO THE REPORTING AGENCY'S GENERAL LEDGER

Line 1 Salaries And Wages

On this line, enter compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees. An attached schedule may be required showing client wages or other included in the aggregations.

Line 2 Employee Benefits & Payroll Taxes

Enter (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and medicare taxes and unemployment and workers' compensation insurance. An attached schedule may be required showing client benefits and taxes or other included in the aggregations.

Line 3 Total Personnel Expenses

Add lines 1 and 2.

Line 4 Professional Fees

Enter the organization's fees to outside professionals, consultants, and personal-service contractors. Include legal, accounting, and auditing fees. An attached schedule may be required showing the details in the aggregation of professional fees.

Line 5 Supplies

Enter the organization's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies. An attached schedule may be required showing food expenses or other details included in the aggregations.

Line 6 Telephone

Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses.

Line 7 Postage And Shipping

Enter the organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

Line 8 Occupancy

Enter the organization's expenses for use of office space and other facilities, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

Line 9 Equipment Rental And Maintenance

Enter the organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telephone, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

Line 10 Printing And Publications

Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

Line 11 Travel

Enter the organization's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

Line 12 Conferences And Meetings

Enter the organization's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel).

Line 13 Interest

Enter the organization's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

Line 14 Insurance

Enter the organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include property and vehicle insurance if reported on lines 7, 8, or 11.

Line 15 Grants And Awards

Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. Pass-through funds are not included when computing administrative expenses reported on Line 22.

Line 16 Specific Assistance to Individuals

Enter the organization's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements.

Line 17 Depreciation

Enter the expenses the organization records for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

Line 18 Other Non-personnel Expenses

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements. Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

Line 19 Total Non-personnel Expenses

Add lines 4 through 18.

Line 20 Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets. An attached schedule may be required showing the details for each such purchase.

Line 21 Total Direct Program Expenses

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

Line 22 Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

Line 23 Total Direct And Administrative Expenses

Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses. Line 23, Total Direct and Administrative Expenses Year-to-Date should agree with the Total of Column B, Year-to-Date Actual Expenditures of the *Invoice for Reimbursement*.

Line 24 In-Kind Expenses

In-kind Expenses (Line 24) is for reporting the value of contributed resources applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds. Carry forward to Schedule B, Line 38.

Line 25 Total Expenses

The sum of Line 23, Total Direct and Administrative Expenses, and Line 24, In-kind Expenses, goes on this line.

**PROGRAM REVENUE REPORT (PRR)
SCHEDULE B
SOURCES OF REVENUE**

The revenue page is intended to be an extension of the total expenses page, in that the columns should match up by contract/attachment number and program title. There are ten revenue sources (Schedule B, Part 1) and three subtotals (Lines 33, 41, and 43). Additional supplemental schedules for one or more of the line items may be attached, if needed. Each revenue column should be aligned with its corresponding expense column from Schedule A.

Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from federal program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from state program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)

Add lines 31 and 32.

Matching Revenue Funds

Line 34 Other Federal Funds

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other federal funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 35 Other State Funds

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other state funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 36 Other Government Funds

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other government funds. The state funding agency may have an attached detail listing and reconciliation schedule.

Line 37 Cash Contributions (Non-government)

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from such sources of cash contributions as corporations, foundations, trusts, individuals, United Ways, other not-for-profit organizations, and from affiliated organizations. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 38 In-Kind Contributions (Equals Schedule A, Line 24)

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

Line 39 Program Income

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from program income related to the program funded by the state agency. The state funding agency may require an attached detail listing.

Line 40 Other Matching Revenue

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other revenues not included in lines 34 through 39. The state funding agency may require an attached detail listing.

Line 41 Total Matching Revenue Funds

Add lines 34 through 40

Line 42 Other Program Funds

Enter program income related to the program funded by the state agency but not reported as matching revenue funds on Line 54.

Line 43 Total Revenue

Add lines 33, 41, and 42

**RECONCILIATION BETWEEN TOTAL EXPENSES
AND REIMBURSABLE EXPENSES
SCHEDULE B - (Lines 51 to 59)**

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B). The first line of this section, Line 51, Total Expenses, is brought forward from the last line of the corresponding Schedule A Total Expense Page.

There are three categories of adjustments for which titled lines are provided:

Line 52 OTHER UNALLOWABLE EXPENSES:

Some program expenses may not be reimbursable under certain grants. This is a matter between the contracting parties, and will vary according to the state agency involved and the type of grant or contract. Consult your contract or the department that funds the program for guidelines.

Line 53 EXCESS ADMINISTRATION:

This adjustment line may be used to deduct allocated Administration and General expenses in excess of an allowable percentage specified in the grant contract. It may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Again, the specific guidelines of the department and grant involved are the controlling factor.

Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)

Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

**Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54)
(Equals Schedule B, Line 33)**

This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

Line 56 TOTAL REIMBURSEMENT-TO-DATE

In the quarter-to-date column, this is the total received for this quarter from filing of the Invoice For Reimbursement. The cumulative column's amount is the total received for the grant year-to-date.

Line 57 DIFFERENCE (Line 55 less Line 56)

This is the portion of Reimbursable Expenses not yet paid.

Line 58 ADVANCES

Any advance payments for a grant should appear on this line.

Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)

The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: <http://tn.gov/assets/entities/finance/attachments/policy3.pdf>

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

Tennessee Department of Health
Funding Information Summary

AGENCY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____

REPORTING PERIOD: (MM/DD/YY) FROM: _____ THRU: _____

AGENCY FISCAL YEAR END (MM/DD) _____

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?
YES _____ NO _____

If yes, Name of organization that approved the Plan: _____

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:

Ratio of direct program salaries to total direct salaries applied to administrative cost. _____

Ratio of direct program expenditure to total direct expenditures applied to administrative cost. _____

Cost step down. _____

Other (describe) _____

Is your organization: _____ A private not-for-profit organization?
_____ A state college or university, or part of a city government?

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

<u>CONTRACTOR/GRANTEE</u>	<u>FEDERAL ID #</u>
<u>CONTRACTING STATE AGENCY</u>	<u>REPORT PERIOD</u>
Program # _____	_____
Contract Number _____	_____
Grant Period _____	_____
Program Name _____	_____
Service Name _____	_____

Schedule A

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses (add lines 4 - 18)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program # _____
 Contract Number _____
 Grant Period _____
 Program Name _____
 Service Name _____

Schedule B

Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
	Reimbursable Program Funds				
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)				
	Matching Revenue Funds				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

		TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
Schedule A Year-To-Date Information		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
Item #	EXPENSE BY OBJECT:				
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Annual (Final) Report*

1. Grantee Name:
2. Grant Contract Edison Number:
3. Grant Term:
4. Grant Amount:
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

Submit one copy to:

Jenny Crane, Program Director, Community Health Services

John D. Dreyzehner, MD, MPH, FCOEM, Commissioner, TN Department of Health; and

fa.audit@tn.gov, TN Department of Finance and Administration

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is Grantee Legal Entity Name a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Grantee Legal Entity Name a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

Franklin County Government Grant Pre-Application Notification Form

Department or Organization Applying for Grant: University of the South

Grant/Program Title: Airport Installation of 100LL Fueling System

Grant Beginning Period: 6/20/16

Grant Ending Period: 6/19/2019

Grant Amount: \$225,000

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

Funding Agency Contact Information

Name: Belinda Hampton, GA III TN Dept of Transportation – Aeronautics Division

Address: PO Box 17326, Nashville, TN 37217

Phone: 615-741-1901

Fax: 615-741-4959

Email: belinda.hampton@tn.gov

Funding Percentage or Match (i.e. 100% or 75%/25%): 90% Federal, 5% State & 5% Local Match (UOS)

Funding Type (Revenue Advanced or Reimbursed): Reimbursement

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

Indirect Cost Availability (Yes/No): Possibly

Grant Beneficiary: University of the South – Sewanee Airport

Purpose of Grant: Install 100LL Fueling System at Airport

Person/Dept Responsible for Grant Program Management: Richard Berlin – Univ of the South

Person/Dept Responsible for Reporting Expenditures: Richard Berlin

Person/Dept Responsible for Requesting Revenue Claims: Richard Berlin

Grant Requirements for Continuation of Program or Cooperative Agreements:

Just Maintenance of Facility and Grounds

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: Richard Stewart Date:



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0349
(615) 741-2848

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

May 13, 2016

Richard Stewart, County Mayor
Franklin County
County Courthouse
Room 1, Main Floor
Winchester, TN 37398

Dear Mayor Stewart:

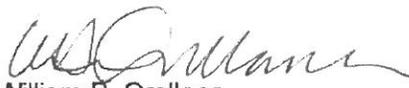
I am pleased to inform you that your recent project funding request for University of the South-Franklin County Airport has been approved by the Tennessee Department of Transportation, Aeronautics Division.

A grant totaling \$225,000 has been approved for 100LL Fueling System, as itemized in your request. Of the project total, 5% will be the responsibility of the Franklin County.

With this approval, the Aeronautics Division has prepared the enclosed contract. Please obtain required signatures and return it to our office within 15 days from the date the contract is transmitted from this office. If the signed contract is not received within that timeframe, the contract is subject to cancelation.

We are pleased to provide funding for this airport improvement project. Our aviation facilities are critical to the economic development of communities across the state. We look forward to continuing our joint efforts to ensure their successful operations.

Sincerely,


William B. Orellana
Aeronautics Director

WBO:bf

Enclosure

TAC: 5/12/2016

cc: Jon Foote, Airport Manager



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

AERONAUTICS DIVISION
607 HANGAR LANE
P. O. BOX 17326
NASHVILLE, TENNESSEE 37217
(615) 741-3208

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

May 19, 2016

The Honorable Richard Stewart
Franklin County
County Courthouse, RM 1
Winchester, TN 37398

Re: Installation of 100LL Fueling System
TAD Project No: 26-555-0179-16
TAD Grant No: AERO-16-254-00

Dear Mayor Stewart:

Attached is the grant for the above referenced approved project. Please sign the grant, obtain the appropriate legal counsel's signature and return (see below) or you may scan and upload your grant into Documents in BlackCat; follow up by notifying our office of the upload with an email to: Aero.Grants@tn.gov.

TDOT-Aeronautics Division
Budgets & Grants Program
P.O. Box 17326
Nashville, TN 37217

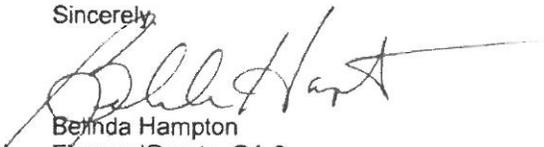
In accordance with Section E: Grantee Match of the grant, a local deposit is required in the amount of \$11,250.00. Make your check payable to the Tennessee Department of Transportation and mail to:

TDOT Finance Division
Attn: Lacey Bryant
505 Deaderick Street
Suite 800, James K. Polk Building
Nashville, TN 37243-0329

Please return this grant and make your deposit (*note your TAD project number on deposit*) within the 15 day requested timeframe so that we may provide you with the required documentation necessary to proceed with this project.

If you have any questions, please give me a call at 615-741-3208.

Sincerely,


Berinda Hampton
Finance/Grants, GA 3

Copy: Richard Berlin, University of the South

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 06/20/2016		End Date 06/19/2019		Agency Tracking # 40100-09016	Edison ID 45412
Grantee Legal Entity Name Franklin County					Edison Vendor ID 25
Subrecipient or Contractor		CFDA: 20.106			
<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		Grantee's fiscal year end: June			
Service Caption (one line only) Installation of 100LL Fueling System					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2016	\$11,250.00	\$202,500.00		\$11,250.00	\$225,000.00
TOTAL:	\$11,250.00	\$202,500.00		\$11,250.00	\$225,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.			
<input type="checkbox"/> Non-competitive Selection		Describe the reasons for a non-competitive grantee selection process.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional)		Account Code (optional) 71301			

VENDOR ADDRESS: 5

LOCATION CODE: WINCHE-21

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Franklin County, hereinafter referred to as the "Grantee," is for the provision of an airport improvement project, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 25

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this grant shall be to sponsor a project for the further development of a public airport under Tennessee Code Annotated 42-2-203 and the Airport and Airway Improvement Act of 1982, Title 49 of the United States Code. Pursuant to these provisions, the State shall be designated as the party to apply for, receive, and disburse all funds to be used in payment of the costs of said project or as reimbursement for costs incurred. The Grantee shall be a recipient of funds from the State Transportation Equity Fund and/or Federal Airport Improvement Program, and shall undertake an airport improvement project.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Attachment One) incorporated to elaborate supplementary scope of services specifications.
- A.4. Incorporation of Federal Award Identification Worksheet. This paragraph will be added to the scope if federal funds are a part of this grant. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on **June 20, 2016** ("Effective Date") and extend for a period of **Thirty-Six (36) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Two Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment Three 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 Transportation-Aeronautics Division thru BlackCat
<https://secure.blackcatgrants.com>

- 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 Transportation-Aeronautics Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.

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

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

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

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. 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 (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. 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.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect 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 documentation properly completed.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
 - b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the 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:

Belinda Hampton, GA III
TN Department of Transportation-Aeronautics Division
P.O. Box 17326
Nashville, TN 37217
Telephone: 615-741-1901
Email: belinda.hampton@tn.gov

The Grantee:

Richard Stewart, County Mayor:
Franklin County
County Court House, RM 1
Winchester, TN 37398
Telephone: 931-967-2905
Email: Richard.stewart@franklincotn.us

Richard Berlin, Director of Business Services
University of the South
735 University Avenue
Sewanee, TN 37383-1000
Telephone: 931-598-1250
Email: rdberlin@sewanee.edu

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for

Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, 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*.

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

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, workaroud 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 be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.
- D.26. Reserved.
- 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
- 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. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

E.4. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

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

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

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

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

- E.5. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.
- E.6. Grantee Match. Upon execution of this grant contract, the Grantee will be required to deposit its share of the estimated total project cost to the State.

Additional deposits will be required if actual costs exceed the estimated costs. Any excess in the amount deposited above actual costs will be refunded.

If the cost of this project increases by more than fifteen percent (15%) of the estimated grant contract amount during the progress of the work, the parties agree to enter into a supplemental agreement setting out the respective financial obligations of the State, Grantee, and the Federal Airport Improvement Program.

- E.7. Airport Assurances from Sale or Disposal of Land, Properties, Structures or Materials Related to Airport. The airport owner shall not sell or otherwise dispose of the property identified herein without the express prior written consent of the State, which consent will not be unreasonably withheld. In the event that the State grants permission to sell or otherwise dispose of all or a portion of the forgoing property in perpetuity, the airport owner shall be liable to pay the State a portion of the proceeds at fair market value as determined herein, resulting from the agreed upon sale price or fair market value. The funds collected from the sale of the property or fair market value will be divided in the same proportion as defined in this Grant Contract with said State funds reinvested into airport property in accordance with State funding policies and procedures.

Nothing herein shall prohibit the parties hereto from agreeing to the reinvestment of said proportion of the proceeds or fair market value for rehabilitation or improvements in any remaining airport properties or structures or at a new airport site.

All properties purchased with assistance of this Grant must include in the property deed a clause that states that "**This property was purchased with the assistance of State and/or Federal funds, and may not be sold or otherwise disposed of without all agencies express written consent.**"

- E.8. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.9. Compliance with FAA Regulations. For all grants involving federal funds, the Grantee agrees to accomplish the project in compliance with the terms and conditions contained in the U. S.

FRANKLIN COUNTY, TENNESSEE

RICHARD STEWART, COUNTY MAYOR

855 DINAH SHORE BLVD SUITE 3
WINCHESTER TN 37398

OFFICE (931) 967-2905

FAX: (931) 962-0194

richard.stewart@franklincountytn.us

ATTACHMENT ONE



March 23, 2016

Mr. William Orellana, Director
Tennessee Department of Transportation
Aeronautics Division
P.O. Box 17326
Nashville, TN 37217

Dear Mr. Orellana,

The Franklin County Government and The University of the South hereby request financial assistance from the Tennessee Department of Transportation in the amount of \$225,000 for improvements at the Sewanee - Franklin County Airport in Sewanee, TN.

This request is to replace the fuel pump system in its entirety including new pumps, self service credit card technology and above ground fuel tank to allow for the airport to reliably resume selling aviation fuel and eliminate the costs of monitoring and risks associated with underground fuel tanks. The requested funding covers an estimated \$140,000 in construction, \$50,000 for removal of the existing underground fuel tanks and \$35,000 for engineering and ancillary costs. This project will provide for self service refueling, greatly enhancing the convenience and availability of fuel at the airport.

We have the necessary funds for a 5% local share or \$11,250 of the proposed improvements. I am authorized to provide additional information or assurances associated with this request.

Please let me know if you have any questions or need additional information.

Respectfully,

Richard Stewart
Mayor, Franklin County

Richard D. Berlin III
Director, Business Services
The University of the South

Department of Transportation Federal Aviation Administration *Terms and Conditions of Accepting Airport Improvement Program Grants* hereby incorporated into this document by reference. Said document is on file in the Tennessee Department of Transportation, Aeronautics Division Office. These assurances can also be located on the FAA Website at www.faa.gov/airports/aip/grant_assurances/

E.10. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

IN WITNESS WHEREOF,

FRANKLIN COUNTY:

26-0179-16



GRANTEE SIGNATURE

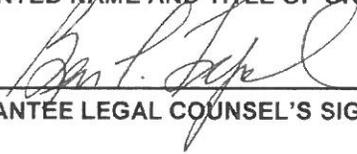
6-13-14

DATE

RICHARD STEWART, COUNTY MAYOR

Richard Stewart 6-13-14

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)



GRANTEE LEGAL COUNSEL'S SIGNATURE

6-13-14

DATE

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

REQUEST FOR STATE FUNDING
FOR AIRPORT IMPROVEMENT

ATTACHMENT ONE

Airport: University of South-Franklin County Airport
 Project Title: 100 LL Fueling System
 Project Description: New fueling system complete with 24/7 self service operation.

UPIN: BCG0001641
 Submitted By: Lawson Bordley
 Date Submitted: 11/13/2015 2:31:10PM
 Project Manager: Steve Upshaw

Applicant: Franklin County
 Phone: 931-598-1910

Project in CIP?: Yes Date Entered in CIP:

Explanation of Need: It has become evident that the fuel system has exceeded it's useful life span. In order to provide the services our local pilots and transients require we are in need of upgrading our fuel system. There has never been an ability for pilots to purchase fuel after hours (without requiring an after hours call out), and the current system is simply worn out.

Estimated Cost:

Fiscal Year:	2,016		
Federal:	\$202,500	90.0%	<i>NPE - at 5/12/2016</i>
State:	\$11,250	5.0%	
Local:	\$11,250	5.0%	
Other:	\$0	0.0%	
<hr/>			
Total:	\$225,000	100%	

Matching Funds Available?: 11,250.00

Airport Sponsor Comments:

TAD Comments:

Teresa Tanner on Apr 26 2016 2:36PM:

Funding amounts revised to reflect sponsor's revised Funding Request letter dated 3/23/2016 for total project amount of \$225,000.

Teresa Tanner on Feb 29 2016 11:54AM:

2/29/16 psr: Deferred to March PSR

ATTACHMENT ONE

TDOT USE ONLY
Staff Recommended: BCG 0001641
Approved:
Rejected:
Moved:
PSR Signature: W.D. Allen Date: 5/11/16
TAC Signature: James D. Mullins Date: _____

Federal Award Identification Worksheet
(Subrecipient=Sponsor/Owner of Airport)

Subrecipient's name (must match registered name in DUNS)	✓
Subrecipient's DUNS number	✓
Federal Award Identification Number (FAIN)	3-47-SBGP-49
Federal award date	October 2015
CFDA number and name	20.106 Airport Improvement Program
Grant contract's begin date	June 20, 2016
Grant contract's end date	June 19, 2019
Amount of federal funds obligated by this grant contract	\$202,500
Total amount of federal funds obligated to the subrecipient (Federal dollars deposited in Sponsor's account in current FY (7/15-6/16) from ALL agencies)	✓
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,150,130
Name of federal awarding agency	Federal Aviation Administrative
Name and contact information for the federal awarding official	TN Department of Transportation Aeronautics Division-Grants Manager PO Box 17326 Nashville, TN 37217 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet is a required document that must be completed by the sponsor (Boxes checked) and returned with signed grant for execution.

This Worksheet will need to be updated every six (6) months for the length of this project and uploaded into BlackCat in the Documents Tab under project 26555017916.

Any questions please contact the Finance/Grants Section, Belinda Hampton at 615-741-3208.

GRANT BUDGET				
Franklin County: 100LL Fueling System			AERO-16-254-00	
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: June 20, 2016			END: June 19, 2019	
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4. 15	Professional Fee, Grant & Award ²	\$213,750.00	\$11,250.00	\$225,000.00
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 ²	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 ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$213,750.00	\$11,250.00	\$225,000.00

¹ 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>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Installation of 100LL Fueling System	\$225,000.00
TOTAL	\$225,000.00

Project 26-0179-16
 Project Breakdown: \$202,500.00 90% Federal #49 (NPE)
 \$ 11,250.00 05% State
 \$ 11,250.00 05% Local
 Grant Total: \$225,000.00 100%

RESOLUTION# - 8j-0716

A RESOLUTION AMENDING THE GENERAL FUND BUDGET 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 Budget 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				150,000.00	
County Buildings - Engineering Services	101	51800	321				150,000.00
Total County General Fund 101						150,000.00	150,000.00
Budget for Preliminary Architectural Services for Jail Expansion Project							

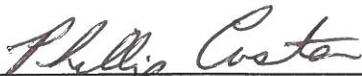
Approved this the 18th Day of July 2016.



Eddie Clark, Chairman of the Commission



Richard Stewart, County Mayor



ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: Cofer and Goodman

Motion to Adopt By: Rudder Second By: Finney

Votes: Ayes 16 Nays 0

Declaration: Approved

FRANKLIN COUNTY, TENNESSEE

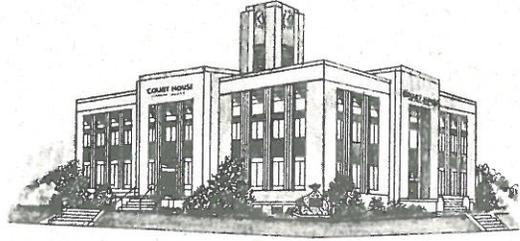
RICHARD STEWART, COUNTY MAYOR

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

OFFICE: (931) 967-2905

FAX: (931) 962-0194

richard.stewart@franklincotn.us



It is my recommendation that the following
be appointed:

Emergency Communication District

3rd District Dale Schultz

To finish the term of Scott Smith
ending January 2020

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 JULY 18, 2016 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. TRACY LEANNE ANDERSON	101 GEORGE CT TULLAHOMA TN 37388	931-455-4865	2756 DECHERD BLVD WINCHESTER TN 37398	931-967-9000	
2. BRYAN G. BEAN	64 WILDER LANE WINCHESTER TN 37398	931-962-9054	300 SOUTH JEFFERSON ST WINCHESTER TN 37398	931 967 0611	
3. PAMELA S. LEDFORD	204 COBB RD TULLAHOMA TN 37388	931-393-7504	411 B.H. GOETHERT PARKWAY TULLAHOMA TN 37388	931-393-7504	
4. CAROLYN L. WILLIAMS	203 FORGY ST COWAN TN 37318	931 636 0120	420 AVIATION DR WINCHESTER TN 37398	931 967 3148	

SIGNATURE

CLERK OF THE COUNTY OF FRANKLIN, TENNESSEE

DATE

**PLEASE SIGN-IN
GUEST AND MEDIA**

**FRANKLIN COUNTY FULL COMMISSION MEETING
July 18, 2016
REGULAR SESSION**

<u>NAME</u>	<u>AFFILIATION</u>
1. <u>Al Clark</u>	<u>WZYX Radio</u>
2. <u>JANET PETRUSICI</u>	<u>PLANNING & ZONING</u>
3. <u>Andrea Smith</u>	<u>Finance</u>
4. <u>Scott Smith</u>	<u>EMPA</u>
5. <u>DICK WOLFF</u>	<u>The Beech</u>
6. <u>MICHAEL HUFFER</u>	<u>The Beech</u>
7. <u>Mike Winton</u>	<u>State Senate 16 Candidate</u>
8. <u>Carolyn Montoya</u>	<u>AMR / RM</u>
9. <u>John Wood</u>	<u>FCHD</u>
10. <u>Brenda Zandt</u>	<u>Prop. owner</u>
11. <u>Maxie Zandt</u>	<u>Prop. owner</u>
12. <u>Frank X. GLADU</u>	<u>The University of the South</u>
13. <u>Ann Taylor</u>	<u>PENland - Vaughn</u>
14. <u>Tom Little</u>	<u>OLG</u>
15. <u>Dean Oliver</u>	<u>OLG</u>
16. <u>DAVID Oliver</u>	<u>Student</u>

NAME

AFFILIATION

17. Bruce L. Shaw

cit.

18. Al Tipps

WCDT

19. Cindy Lark

St. Dept.

20. Melhan Williams

Mike Vinson State Senate

21. _____

22. _____

23. _____

24. _____

25. _____

26. _____

27. _____

28. _____

29. _____

30. _____

31. _____

32. _____

33. _____

34. _____

35. _____

36. _____

37. _____

38. _____

39. _____

OTHER COMMENTS:

Commissioner Finney invited everyone to the Franklin County Fair. It was requested that commissioners volunteer to work the gate.

Benediction was given by Commissioner Stapleton

JULY 18, 2016 REGULAR SESSION

DATE APPROVED BY COMMISSION: _____ **MB** _____ **PAGE** _____

CHAIR OF COUNTY COMMISSION

COUNTY CLERK