

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

Monday January 17, 2017

- 1) **CALL TO ORDER** Chairman Eddie Clark
Opening & Pledge of AllegianceSheriff Tim Fuller
InvocationCommissioner Gene Snead

ROLL CALL Deputy Clerk Mary Sons
Declaration of QuorumChairman Eddie Clark

- 2) **PUBLIC HEARING:**
 - a) Rezoning for Applicant Tom Ore, Agent for Sheila Miller
 - b) Rezoning for Applicant Lori Raynal

- 3) **APPROVAL OF MINUTES:**
Regular Session – December 5, 2016 Book 31, Pages 628-752

- 4) **REPORT OF THE FINANCE DIRECTOR: 1-5**
 - a) Report of Revenues and Expenditures (Nov 2016)

- 5) **RECOMMENDATIONS/COMMUNICATIONS:**
 - a) Dr. Lonas, Director of Schools

- 6) **COMMITTEE/DEPARTMENT REPORTS: 6-26**
 - a) Franklin Co Trustee’s Interest Earned Analysis & Comparison (Nov 2016)
 - b) Local Option Sales Tax Analysis & Comparison (Oct & Nov 2016)
 - c) Legislative Committee Minutes (Jan 5, 2017)
 - d) Finance Committee Minutes (Jan 3, 2017)
 - e) Department Quarterly Reports
 - i) Chancery Court Clerk
 - ii) Circuit Court Clerk
 - iii) County Clerk
 - iv) Planning & Zoning
 - v) Register of Deeds
 - vi) Sheriff’s Department
 - vii) Solid Waste Management
 - viii) Veterans Service Office

7) **OLD BUSINESS: NONE**

8) **NEW BUSINESS/RESOLUTIONS: 27-76**

- a) Resolution 8a-0117 Amending the General Fund Budget
- b) Resolution 8b-0117 Amending the General Fund, Library, Solid Waste Budgets
- c) Resolution 8c-0117 Amending the General Fund Budget (Judicial Commission)
- d) Resolution 8d-0117 Amending the General Fund Budget (Consolidated Communications)
- e) Resolution 8e-0117 Amending the General Fund Budget (Drug Court)
- f) Resolution 8f-0117 Amending the General Fund Budget (Bldg Maintenance)
- g) Resolution 8g-0117 Amending the General Fund Budget (Finance)
- h) Resolution 8h-0117 Amending the FC Board of Ed General Purpose School Budget
- i) Resolution 8i-0117 Amending the FC Board of Ed General Purpose School Budget
- j) Resolution 8j-0117 Amending the Franklin County Centralized Cafeteria Budget
- k) Resolution 8k-0117 To Affirm Compliance with Federal Title VI Regulations
- l) Grant Pre-Application – Solid Waste
 - i) Recycling Equipment Grant Program
 - ii) TDEC Used Oil Grant Program

9) **ELECTIONS/APPOINTMENTS: 77-81**

- a) Reappointment to Animal Control Board (Cowan Representative)
- b) Reappointment to Animal Control Board (Sheriff and Veterinarian)
- c) Reappointment to Pavilion Board
- d) Appointment to Board of Zoning Appeals
- e) Approval of (27) Applicants for Notary Public

Comments

Adjournment

Benediction: Chairman Eddie Clark

EC/ms

F.C. Planning & Zoning Department

NOTICE OF PUBLIC HEARING

In conformity with TCA-13-7-105, a public hearing will be held by the Franklin County Board of Commissioners on January 17, 2017 at 7:00 P.M. at the Franklin County Courthouse to consider the adoption of amendment(s) to the Zoning Map of Franklin County.

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

1. Rezoning from R-2, General Residential to A, Agricultural. 9th Civil District. Franklin County Property Map No. 38, Parcel 22.02. Location – Old Alto Highway. Size – approximately 1.10 +/- acres. Applicant – Tom Ore, Agent for Sheila Miller.

THE TULLAHOMA MUNICIPAL-REGIONAL PLANNING COMMISSION RECOMMENDS THE FOLLOWING ITEM FOR REZONING:

2. Rezoning from A-1, Light Agricultural to A, Agricultural. 7th Civil District. Franklin County Property Map No. 9, Parcel 46.00. Location – Cook Road. Size – approximately 12.69 +/- acres. Applicant – Lori Raynal.

This 27th day of December, 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

January 5, 2017

To: Franklin County Board of Commissioners

From: Janet Petrunich, Director/Building Commissioner



Re: Rezoning for Tom Ore, Agent for Sheila Miller.

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

Item one (1).

Rezoning from R-2, General Residential to A, Agricultural. 9th Civil District. Franklin County Property Map No. 38, Parcel 22.02. Location – Old Alto Highway. Size – approximately 1.10 +/- acres. Applicant – Tom Ore, Agent for Sheila Miller.

STAFF REPORT

Date: November 29, 2016
To: Franklin County Regional Planning Commission
From: Staff

General Information

Applicant: Tom Ore, P.E., R.L.S.
Status of Applicant: Agent for Sheila Patton Miller, Property Owner.
Requested Action: Rezoning from R-2, General Residential to A, Agricultural.
Purpose: To allow a proposed Minor Division of Property conform to the provisions set forth in the Franklin County Zoning Resolution, and any Use Permitted in an A, Agricultural zoned district.
Existing Zoning: R-2, General Residential.
Location: 9th Civil District; Parcel 22.02, Franklin County, TN Property Map No. 38, located on Old Alto Highway.
Size: 1.13 +/- acres.
Existing Land Use: Residential.
Surrounding Land Use and Zoning:
North - Residential, Agricultural, and R-2, General Residential, A, Agricultural.
South - Residential, Agricultural, and R-2, General Residential, A, Agricultural.
East - Residential, Agricultural, and R-2, General Residential.
West - Residential, Agricultural, and R-2, General Residential.
Applicable Regulations: Franklin County Zoning Resolution - Article VI, Section 2.41 (Page 40); Article X, Section 3 (Page 80) and Article XV (Page 117)

Specific Information

Previous Action: The subject parcel was zoned R-2, General Residential with the adoption of zoning in 1974. A 0.044 acre tract was divided off of the west adjoining property and added to the Miller property on October 17, 2016.
Access: The subject parcel fronts Old Alto Highway for approximately two-hundred thirty (230) feet. Old Alto Highway has a fifty (50) foot R-O-W and an asphalt surface. Internal access to the site is provided by an

existing driveway. Sight distance appears to be good at the posted speed limit.

Utilities: A six (6) inch water line runs along Old Alto Highway. Potable water is provided by Winchester Utilities. Power is available to the site and is provided by the Duck River Electric Membership Corporation. Sanitary waste disposal is by septic tank system.

Fire Protection: Fire protection service is provided by the Alto/Oak Grove Rural Volunteer Fire Department. There is a fire hydrant located approximately 1500' southeast of the subject parcel on the north side of Old Alto Highway.

Other Public Services: Police protection is provided by the Franklin County Sheriff's Department.

Drainage/Flood: Drainage is generalized to the west. There are no apparent low-lying or ponding areas on the site, according to the USGS Quad Map. The site is not in an identified FEMA flood hazard area per Map No.47051C-0100E.

Site Characteristics: The subject parcel is characterized as a fairly level lot with an existing residence, detached garage (proposed residence), and several outbuildings.

Area Characteristics: The immediate and general areas are characterized by a mix of agricultural activity with sparsely scattered residential activity along the roadway.

Planning Jurisdiction: The site is located within the Franklin County Regional Planning Commission's jurisdiction.

Other The applicant wishes to divide the subject parcel into two (2) separate parcels. There is an existing residence and a detached garage located on the property. The applicant would like to convert the detached garage into a residence for his son. The current zoning does not allow two (2) residences on one (1) parcel. A division of property would not meet the provisions of the current R-2, General Residential zoned district, specifically the minimum lot width requirement. The proposed rezoning will allow the subject parcel to be divided into two (2) separate parcels that would conform to the provisions set forth in the A, Agricultural zoned district.

Field Survey: 11-16-16

Plat Review: 11-15-16

Analysis

Staff recommends the rezoning of the subject parcel from R-2, General Residential to A, Agricultural as requested.

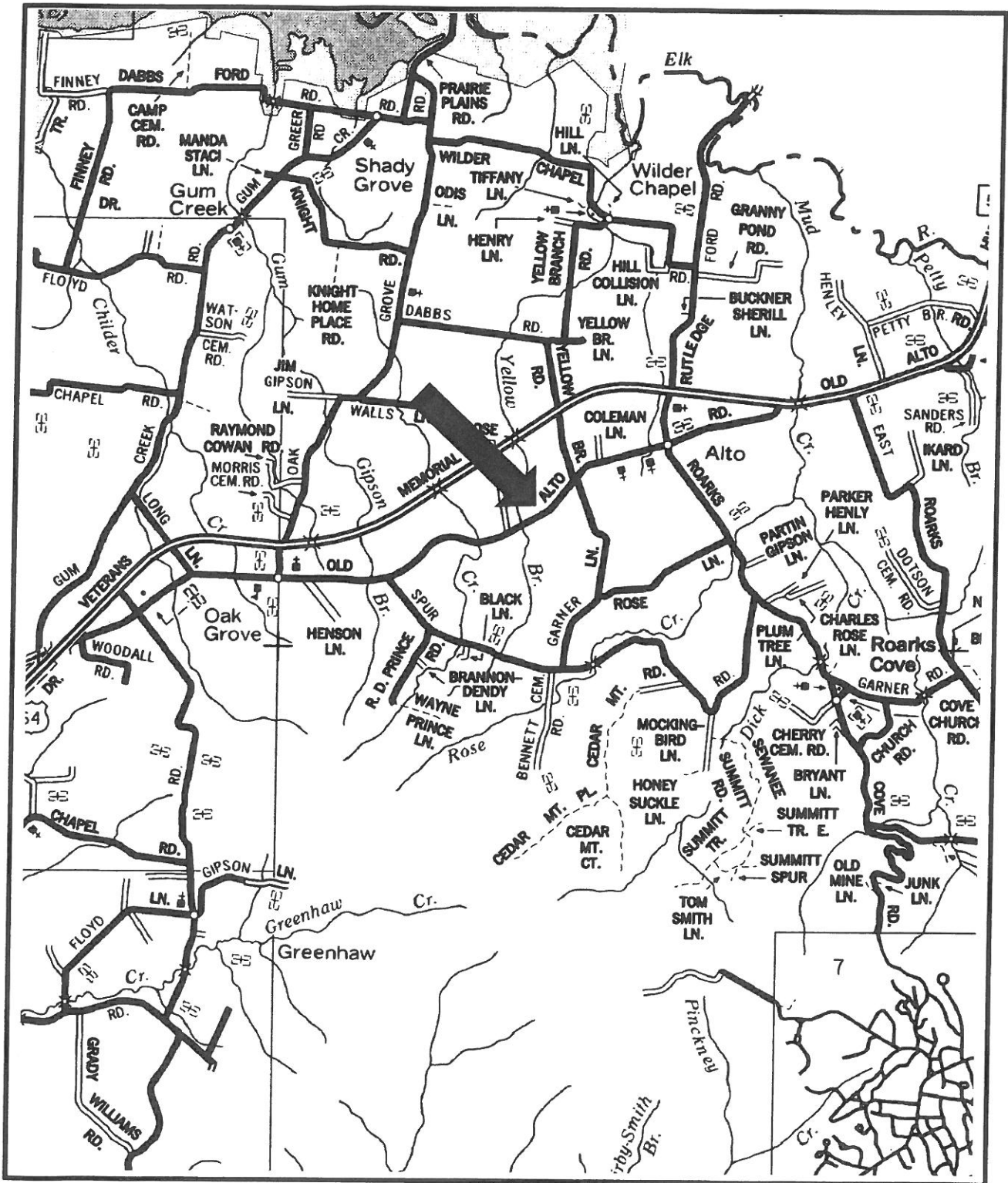
1. The proposal is generally in compliance with the intent of the A, Agricultural zoning district provisions of the Franklin County Zoning Resolution.

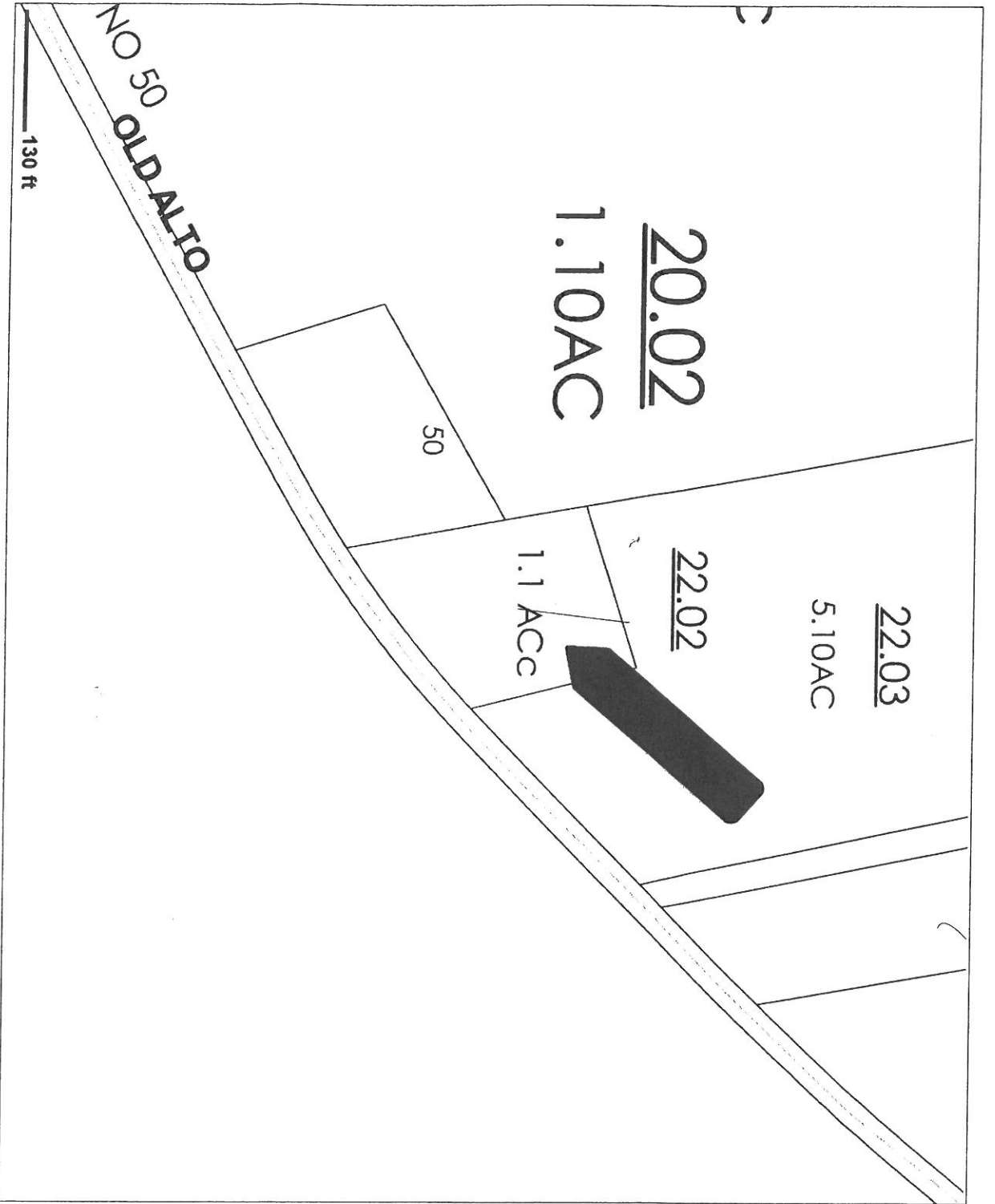
ATTACHMENTS

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

JP/cb

General Map – Ore for Miller Planning Commission 11-29-2016





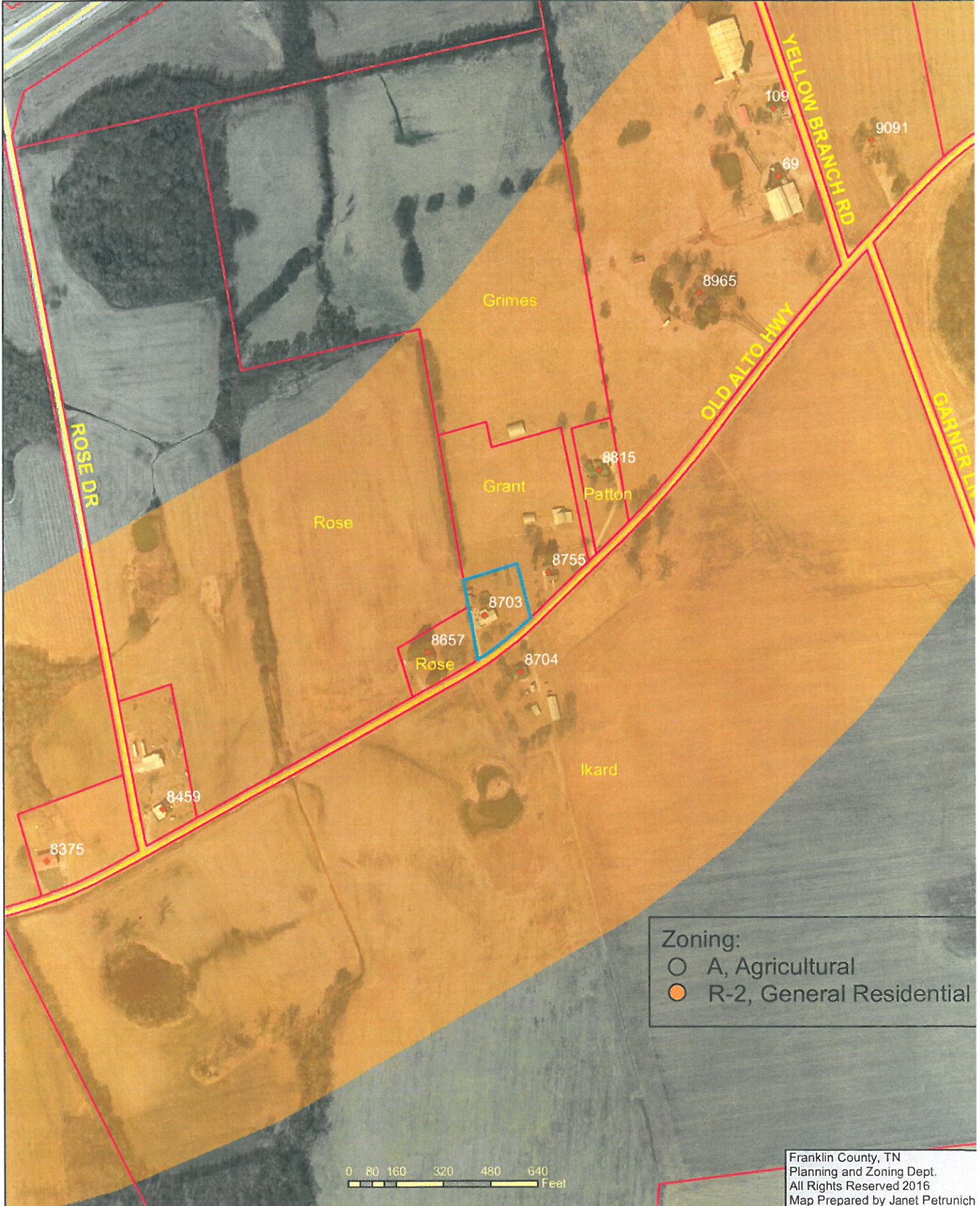
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- ROAD_NAME
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- LEADERLINES
- PARCELS



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



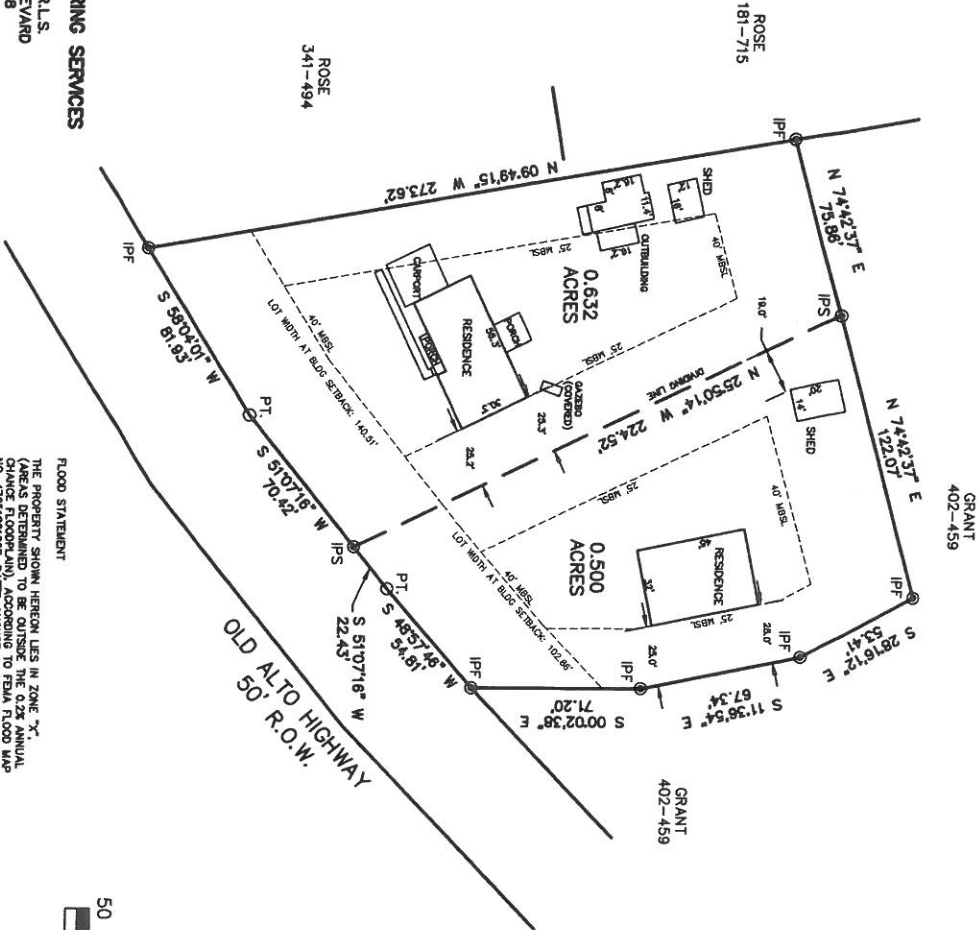
GIS View - Tom Ore for Miller
Map 38, Parcel 22.02
County Commission 1-17-17



CERTIFICATE OF APPROVAL FOR RECORDING
 I hereby certify that the MAJOR DIVISION OF PROPERTY shown hereon has been found to comply with the Subdivision Regulations of Franklin County, Tennessee, with the exception of such variances, if any, as are noted in the minutes of the Board of Zoning Appeals and Planning Commission, and that it has been approved for recording as a deed attachment in the office of the county register.

Authorized Planning Staff Member _____ Date _____
 Planning Commission Secretary _____

IPF IRON PIN FOUND
 IPS IRON PIN SET



GRANT 402-459

GRANT 402-459

MINOR DIVISION SURVEY
 MILLER/OLD ALTO HIGHWAY

OWNERSHIP: SHEILA PATTON MILLER
 RECORDATION:

DB 216, P. 699, ROFCT
 DB 314, P. 497, ROFCT
 DB 416, P. 80, ROFCT

NINTH CIVIL DISTRICT
 FRANKLIN COUNTY, TENNESSEE
 MAP 038 PARCEL 022.02

ZONING AND SETBACKS: SEE NOTE 5

ADDRESS: 8755 OLD ALTO HWY
 DECHERD, TN 37324

- NOTES
1. BEARINGS ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, MAD 83 BY GPS OBSERVATION.
 2. THIS DRAWING IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE SURVEYOR RESPONSIBLE FOR ITS PREPARATION.
 3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THEREFORE THIS PROPERTY IS SUBJECT TO ANY STATE OR FACTS A CURRENT AND ACCURATE TITLE REPORT WOULD DISCLOSE.
 4. A SOIL EVALUATION HAS NOT BEEN PERFORMED AS A PART OF THIS SUBDIVISION. IT IS UNKNOWN WHETHER OR NOT THE PREPARED SAVED BORED HERSON IS SUITABLE FOR SUBSIDIARY USES. THERE IS NO PUBLIC POTABLE WATERLINES ARE SHOWN ON THIS P.L.T. THEREFORE IS IS NOT DOCUMENTED WHETHER OR NOT THERE IS A PUBLIC WATER SUPPLY OR PUBLIC POTABLE WATER AVAILABLE TO THE SUBJECT PROPERTY.
 5. THIS PARCEL IS UNDER CONSIDERATION FOR REZONING FROM R-2 TO AGRICULTURAL. THE SETBACKS SHOWN HEREON REPRESENT AN AGRICULTURAL ZONING.

GRAPHIC SCALE:
 1" = 50'



DATE: NOV. 14, 2016
 JOB: 1510101

FLOOD STATEMENT
 THE PROPERTY SHOWN HEREON LIES IN ZONE "X"
 (AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL
 CHANCE FLOODPLAIN), ACCORDING TO FEMA FLOOD MAP
 NO. 470810100E, DATED AUGUST 4, 2008.

THOMAS ORE
LAND SURVEYING & ENGINEERING SERVICES

THOMAS M. ORE, P.E., R.L.S.
 1131 DINAH SHORE BOULEVARD
 Winchester, TN 37398
 931-987-2804

THOMAS M. ORE, SURVEYOR
 TENN. REG. NO. 1810

I hereby certify that this is a
 Category II survey and that the ratio
 of precision of the undistorted
 survey is greater than 7,500:1 as
 shown hereon.

GRID

The Franklin County Regional Planning Commission – November 29, 2016.

The Franklin County Regional Planning Commission met in a regular session on November 29, 2016 at 6:00 PM in the Franklin County Courthouse.

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

The minutes for the September 27, 2016 meeting were approved as written on a motion by Eddie Clark, seconded by David James. All aye.

A.L. Shasteen presented Case No. 11-16; Preliminary /Final Subdivision Plat Review; Applicant: Tom Ore, Agent for the Agnes Gallagher Heirs. Location – 7th Civil District; Parcel 20.00, Franklin County, TN Property Map No. 23, located on Old Tullahoma Road (Highway 130). Janet Petrunich read the Staff Report. Shasteen addressed the audience, describing the procedures and protocol of the meeting. Shasteen asked for any questions from the board members. David James questioned as to whether there were any responses from the neighbors. Petrunich read the returned adjoining property notices. Shasteen asked for any questions from the audience. Dave Van Buskirk made a motion to approve the Preliminary/Final Plat for Gallagher/Old Tullahoma Road #3, to allow a second minor division in a calendar year in an R-2, General Residential zoned district, based upon the recommendation of the Staff Report. David James seconded the motion. All aye.

A.L. Shasteen presented Case No. 12-16; Rezoning; Applicant: Tom Ore, Agent for Sheila Miller. Location – 9th Civil District; Parcel 22.02, Franklin County, TN Property Map No. 38, located on Old Alto Highway. Janet Petrunich read the Staff Report. Petrunich gave a brief explanation as to why the property owners were requesting a rezoning from R-2 to A, Agricultural. Shasteen questioned as to whether there were any returned adjoining property notices. Petrunich read the returned adjoining property notices. Shasteen asked for any questions from the board members. There was a brief discussion about property taxes among the board members. Shasteen asked for any questions from the audience. Greg Houston made a motion to recommend the rezoning as requested from R-2, General Residential to A, Agricultural to the County Commission for approval, based upon the recommendation of the Staff Report. Michael Rudder seconded the motion. All aye.

Janet Petrunich addressed the board and requested clarification/interpretation from the board on the intent of the provisions set forth in the Zoning Resolution in regards to the minimum access requirements. There was a brief discussion.

Janet Petrunich addressed the board and requested clarification/interpretation in regards to Minor Divisions and accessory structures without a principal structure. There

was a brief discussion.

The 2017 Meeting Schedule was approved on a motion by Eddie Clark seconded by David James. All aye.

A.L. Shasteen introduced the Election of Officers and offered that he would not be available to continue to serve as Chairman. Shasteen requested nominations for Chairman. Steve Dixon nominated Dave Van Buskirk. No other nominations were offered. Eddie Clark made a motion to cease nominations and elect by acclamation. Jeremy Price seconded the motion. All Aye.

A.L. Shasteen requested nominations for Vice Chairman. Dave Van Buskirk nominated Eddie Clark. No other nominations were offered. There was a brief discussion in regards to the possibility of Clark serving as Vice Chairman and Secretary. Dave Van Buskirk nominated Eddie Clark for Vice Chairman and Secretary. No other nominations were offered for Vice Chairman or Secretary. Michael Rudder made a motion to cease nominations and elect by acclamation. Greg Houston seconded the motion. All aye.

A.L. Shasteen requested nominations for Vice Secretary. Michael Rudder nominated David James. No other nominations were offered. Eddie Clark made a motion to cease nominations and elect by acclamation. Michael Rudder seconded the motion. All aye.

Janet Petrunich offered two (2) amendments to the Franklin County Subdivision Regulations:

Add a new section to Article III – General Requirements and Minimum Standards of Design:

Cottage Court

A configuration of detached and/or attached single-family dwellings, each on their own lot, with each lot abutting onto a common open space which is oriented perpendicular to the adjacent public thoroughfare, with one side of the common open space abutting the thoroughfare and three sides abutting the lots which comprise the Cottage Court. Access to each lot is provided by way of a shared perpetual access easement, in accordance with provisions set forth in Article IV, Section 2.3 of the Franklin County Zoning Resolution.

Add to Article IV – Development Prerequisite to Final Approval, Under Section C:

Certificate of Private Driveway Notation for Cottage Courts

The ingress/egress easement(s) driveway shown hereon is to be built and maintained jointly by all owners taking access from this private driveway, and is not intended to become a public road. The Franklin County Highway Commission may, at their discretion, agree to accept this

road into the County Highway System if all property owners agree (1) to petition the Highway Commission for a public road and (2) to build and pay for upgrading to County specifications in effect at the time of the request.

Any owner(s) of lots that are dominant tenants (of the easement) currently taking access from this private driveway must sign below, thereby acknowledging awareness of the above maintenance statement and awareness that access via this private driveway is limited to between six (6) and twelve (12) lots in an approved Cottage Court.

_____	_____
Dominant Tenant Signature(s)	Tax Map & Parcel Number of Lot
_____	_____
Date	Deed Book & Page

Dave Van Buskirk made a motion to amend the Franklin County Subdivision Regulations as offered. David James seconded the motion. All aye.

No Old Business was discussed.

The meeting adjourned at 6:55PM 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

January 5, 2017

To: Franklin County Board of Commissioners

From: Janet Petrunich, Director/Building Commissioner



Re: Rezoning for Lori Raynal.

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

Item two (2).

Rezoning from A-1, Light Agricultural to A, Agricultural. 7th Civil District. Franklin County Property Map No. 9, Parcel 46.00. Location – Cook Road. Size – approximately 12.69 +/- acres. Applicant – Lori Raynal.



CITY OF TULLAHOMA

Department of Planning & Codes

P.O. Box 807
Tullahoma, TN 37388

Phone 931-455-2282
Fax 931-454-1765

November 22, 2016

Mrs. Lori Raynal
224 Cook Road
Tullahoma, TN 37388

RE: Franklin Co. Zoning Map Amendment- 224 Cook Road (Tax Map 009 046.00)

Dear Mrs. Raynal:

The Tullahoma Planning Commission at their regularly scheduled meeting on November 21, 2016, voted unanimously to recommended approval of the request to rezone the property at 224 Cook Road Property (Tax Map 009 046.00) from A-1 (Light Agricultural District) to A (Agricultural District).

Please contact Ms. Janet Petrunich, Director of the Franklin County Planning & Zoning Department, for the next step regarding your rezoning request.

If you have any questions, please call me at (931)455-2282 or email me at llawson@tullahomatn.gov.

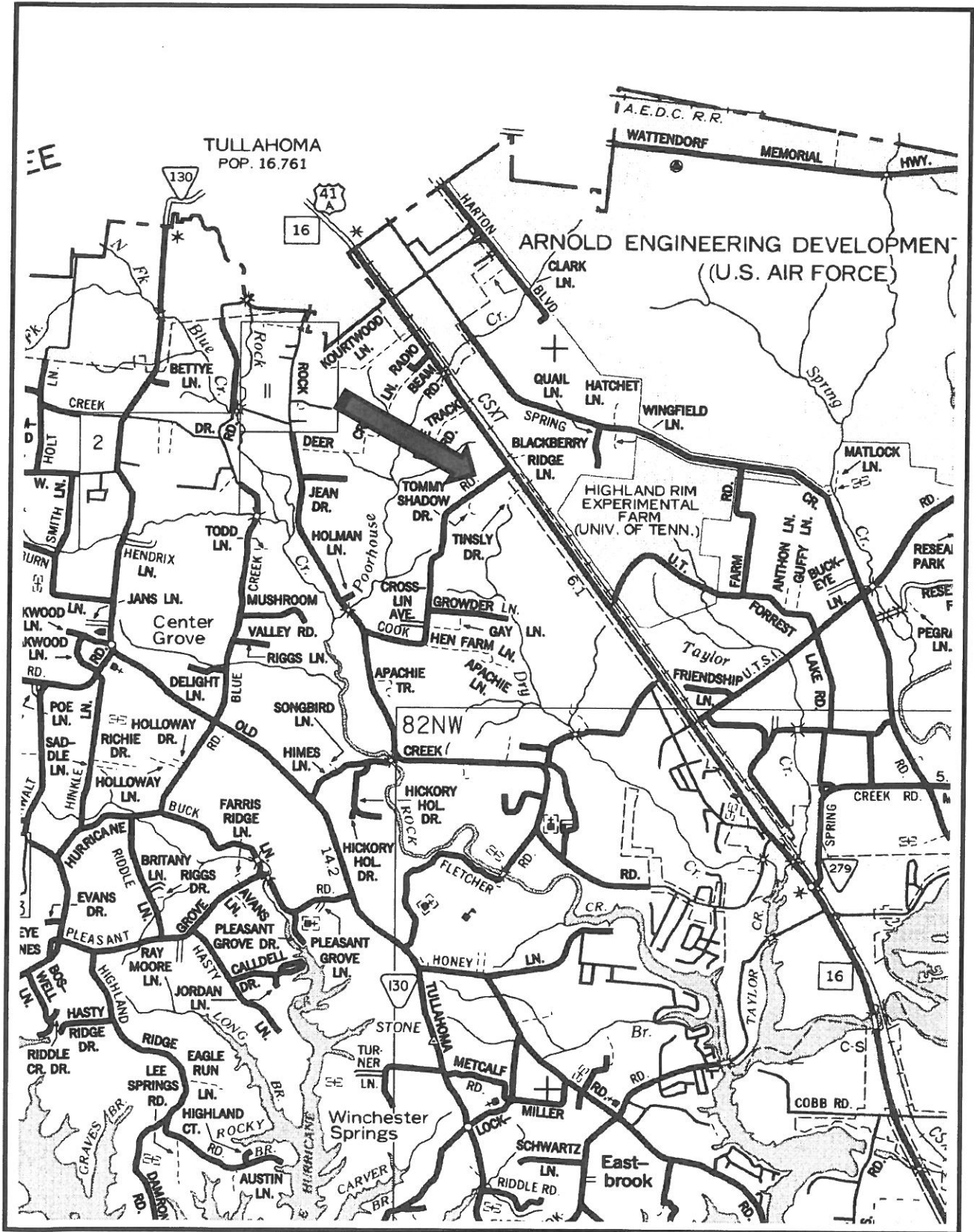
Sincerely,

Lee Lawson

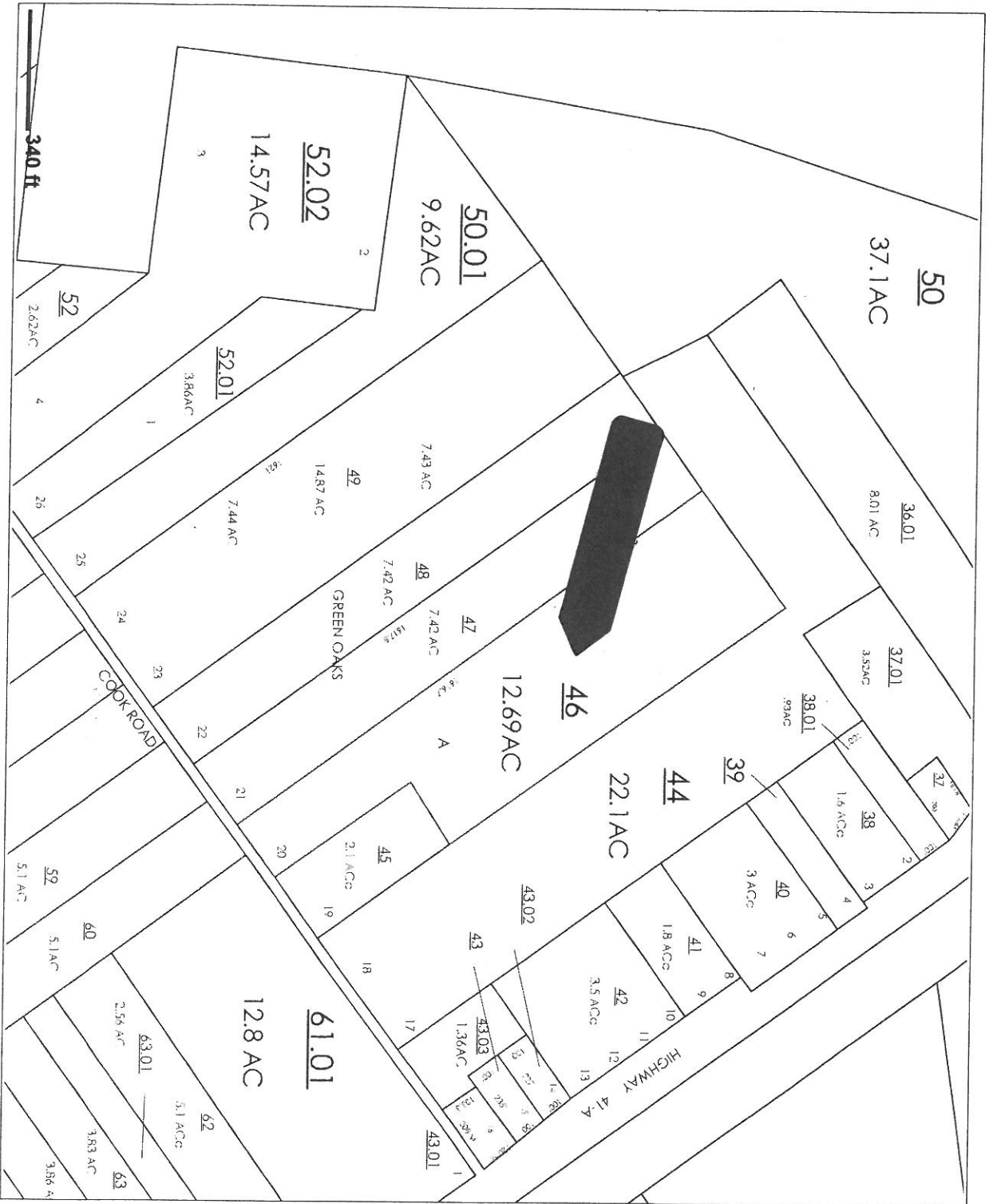
Lee Lawson, AICP
Tullahoma Planning & Codes Director

Cc: Janet Petrunich, Planning & Zoning Director, Franklin County
No. 1 South Jefferson St.
Basement Room 5
Winchester, TN 37398

General Map - Raynal CC - 1/17/2017



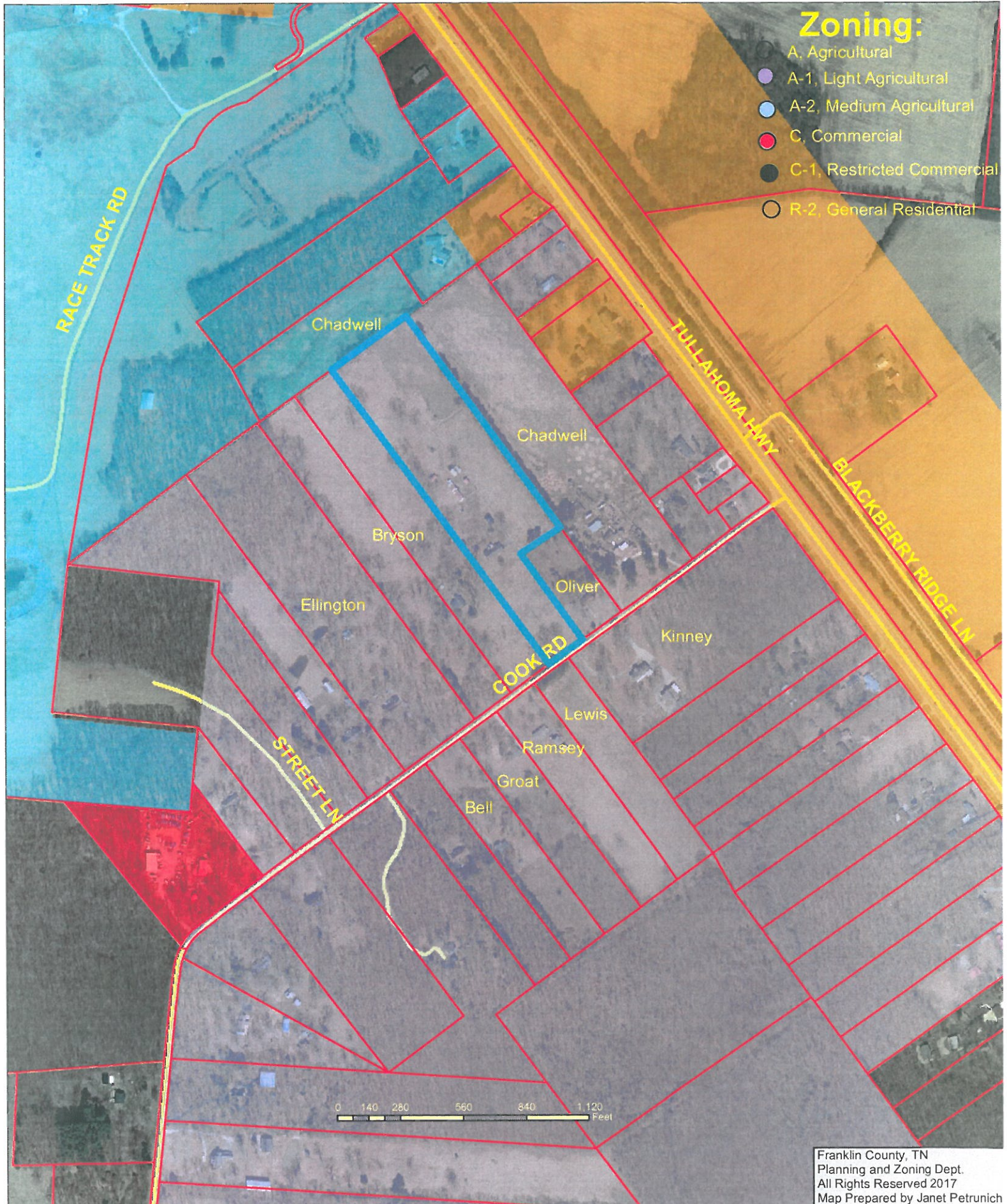
- TEXT
- TEXT_PARCEL
- LEADERLINES
- PARCELS



FRANKLIN COUNTY, TENNESSEE

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GIS View - Lori Raynal
Map 9, Parcel 46.00
County Commission 1-17-17



FUND CATEGORY	APPROP FY 15/16	AMENDED FY 15/16	COLLECTED NOV	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
GENERAL FUND (101)						
Local Taxes (40000)	9,321,090		774,668	1,695,415	7,625,675	18.19%
Licenses & Permits (41000)	76,250		16,819	30,773	45,477	40.36%
Fines, Forfeitures & Penalties (42000)	194,225	48	19,466	72,588	121,685	37.36%
Charges for Current Services (43000)	311,250		43,894	131,639	179,611	42.29%
Other Local Revenue (44000)	113,050	23,896	13,240	80,760	56,186	58.97%
Fees from Officials (45000)	1,884,000		167,361	573,999	1,310,001	30.47%
State of Tennessee (46000)	2,724,634	262,049	216,962	501,003	2,485,680	16.77%
Federal Government (47000)	701,058	18,556	(70,026)	105,755	613,859	14.70%
Other Governments & Citizens (48000)	258,700	2,500	4,914	17,194	244,006	6.58%
Other Sources (49000)	100,606			900	99,706	0.89%
Total County General	15,684,863	307,049	1,187,298	3,210,025	12,781,887	20.07%
COURTHOUSE/JAIL MAINT. (112)						
Local Taxes (40000)	148,000		12,412	54,787	93,213	37.02%
Total Courthouse/Jail Maintenance	148,000	-	12,412	54,787	93,213	37.02%
LIBRARY (115)						
Local Taxes (40000)	298,248		25,405	52,080	246,168	17.46%
Licenses & Permits (41000)	1,650		384	835	815	50.59%
Charges for Current Services (43000)	17,000		1,222	5,753	11,247	33.84%
Other Local Revenue (44000)	19,050		200	977	18,073	5.13%
Federal Government (47000)	2,200		-	-	2,200	0.00%
Other Governments & Citizens (48000)	30,750		2,375	12,023	18,727	39.10%
Total Library	368,898	-	29,586	71,668	297,230	19.43%
SOLID WASTE (116)						
Local Taxes (40000)	1,567,297		147,364	287,603	1,279,694	18.35%
Licenses & Permits (41000)	12,800		3,012	6,549	6,251	51.16%
Charges for Current Services (43000)	61,000		2,396	17,136	43,864	28.09%
Other Local Revenue (44000)	227,000		17,211	91,728	135,272	40.41%
State of Tennessee (46000)	30,000		6,656	12,025	17,975	40.08%
Other Sources (49000)	-		-	-	-	
Total Solid Waste	1,898,097	-	176,637	415,040	1,483,057	21.87%
Local Purpose (Rural Fire 120)						
Local Taxes (40000)	601,143		49,644	156,999	444,144	26.12%
Licenses & Permits (41000)	23,850		917	21,993	1,857	92.22%
Other Local Revenues (44000)	-	765	-	765	-	
Other Governments & Citizens (48000)	-		-	-	-	
Total Local Purpose	624,993	765	50,561	179,757	446,001	28.73%
Drug Control Fund (122)						
Fines, Forfeitures & Penalties (42000)	50,000		2,892	8,466	41,534	16.93%
Other General Service Charges (43000)	50		9,579	12,679	(12,629)	25358.00%
Other Local Revenue (44000)	7,700		-	-	7,700	0.00%
Federal Revenue (47000)	30,000		-	43	29,957	0.14%
Other Governments & Citizens (48000)	1,500		-	-	1,500	0.00%
Total Drug Control	89,250	-	12,471	21,188	68,062	23.74%

FUND CATEGORY	APPROP FY 15/16	AMENDED FY 15/16	COLLECTED NOV	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
HIGHWAY (131)						
Local Taxes (40000)	643,238		51,414	129,346	513,892	20.11%
Licenses & Permits (41000)	3,200		778	1,691	1,509	52.85%
Charges for Current Services (43000)	550	15,000	-	-	15,550	0.00%
Other Local Revenue (44000)	22,200		8,589	8,656	13,544	38.99%
State of Tennessee (46000)	3,220,795	86,240	161,532	1,132,076	2,174,959	34.23%
Federal Government (47000)	-		-	-	-	
Other Sources (49000)	15,000	(15,000)	36,075	42,575	(42,575)	
Total Highway	3,904,983	86,240	258,387	1,314,344	2,676,879	32.93%
School General Fund (141)						
Local Taxes (40000)	14,164,880		1,235,098	3,431,412	10,733,468	24.22%
Licenses & Permits (41000)	51,046		13,287	29,361	21,685	57.52%
Charges for Current Services (43000)	265,397		14,651	84,721	180,676	31.92%
Other Local Revenue (44000)	296,645	(21,748)	4,942	70,812	204,085	25.76%
State of Tennessee (46000)	28,358,118	(195,976)	2,759,818	10,888,834	17,273,308	38.66%
Federal Government (47000)	71,000	395,334	1,890	80,842	385,492	17.34%
Other Government & Citizens (48000)	-		-	-	-	
Other Sources (49000)	100,000	-	-	-	100,000	0.00%
Total School General Fund	43,307,086	177,610	4,029,686	14,585,982	28,898,714	33.54%
Federal Projects Fund (142)						
Federal Government (47000)	3,154,085	375,310	220,081	745,003	2,784,392	21.11%
Other Sources (49000)	-	100,000	-	100,000	-	100.00%
Total School Federal Projects Fund	3,154,085	475,310	220,081	845,003	2,784,392	23.28%
Centralized Cafeteria Fund (143)						
Charges for Current Services (43000)	1,035,779		94,371	334,799	700,980	32.32%
Other Local Revenue (44000)	8,700		5,794	14,393	(5,693)	165.43%
State of Tennessee (46000)	32,754		-	-	32,754	0.00%
Federal Government (47000)	2,291,703		462,243	680,415	1,611,288	29.69%
Other Sources (48000)	-		-	-	-	
Total Centralized Cafeteria	3,368,936	-	562,408	1,029,607	2,339,329	30.56%
General Debt Service (151)						
Local Taxes (40000)	2,013,807		175,695	372,508	1,641,299	18.50%
Licenses & Permits (41000)	10,000		2,562	5,570	4,430	55.70%
Other Sources (49000)	145,000		-	-	145,000	0.00%
Total General Debt Service	2,168,807	-	178,256	378,077	1,790,730	17.43%
Education Debt Service (156)						
Local Taxes (40000)	2,413,192		787,891	1,107,793	1,305,399	45.91%
Licenses & Permits (41000)	8,500		1,327	2,886	5,614	33.95%
Other Governments (48000)	-		-	-	-	
Other Sources (49000)	-		-	-	-	
Total Education Debt Service	2,421,692	-	789,218	1,110,679	1,311,013	45.86%
Highway Capital Projects Fund (176)						
Other Local Revenue (44000)	484		16	98	386	20.19%
Other Sources (49000)	-		-	-	-	
Total Highway Capital Projects	484	-	16	98	386	20.19%

FUND CATEGORY	APPROP FY 15/16	AMENDED FY 15/16	EXPENDED NOV	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
GENERAL FUND (101)							
County Commission (51100)	304,980		14,838	109,136	34,612	161,232	35.78%
Beer Board (51220)	1,300		-	91	400	809	6.98%
County Mayor (51300)	188,111		14,480	70,567	3,388	114,157	37.51%
County Attorney (51400)	10,225		-	4,000	4,800	1,425	39.12%
Election Commission (51500)	271,380		44,132	146,806	10,317	114,258	54.10%
Register of Deeds (51600)	335,789		27,425	133,293	14,614	187,882	39.70%
Planning & Zoning (51720)	153,591		10,149	52,348	4,681	96,563	34.08%
County Buildings (51800)	1,432,501	164,300	137,523	508,959	151,131	936,710	31.87%
Other General Admin - IT (51900)	34,000	1,500	62	11,321	2,028	22,151	31.89%
Property Assessor (52300)	568,826		30,522	159,299	75,680	333,847	28.00%
County Trustee (52400)	323,924		21,578	133,159	7,982	182,783	41.11%
County Clerk (52500)	575,941		39,704	237,453	6,828	331,660	41.23%
Finance Dept. (52900)	684,710		47,111	263,847	24,871	395,992	38.53%
Circuit Court (53100)	949,162		68,245	372,102	14,770	562,290	39.20%
General Sessions (53300)	306,315		23,142	117,077	1,378	187,860	38.22%
Drug Court (53330)	61,854		4,959	24,774	-	37,080	40.05%
Chancery Court (53400)	223,793		15,005	91,390	1,418	130,985	40.84%
Juvenile Court (53500)	133,908		9,457	50,327	-	83,581	37.58%
Judicial Commissioners (53700)	134,132		12,455	54,369	-	79,763	40.53%
Other Admin of Justice (53900)	18,000		-	780	4,400	12,820	4.33%
Probation Service (53910)	133,017		9,378	44,290	3,269	85,458	33.30%
Sheriff's Dept. (54110)	3,635,407	26,104	281,525	1,354,660	151,240	2,155,611	37.00%
Admin. Of Sexual Offender (54160)	21,992		1,050	5,249	750	15,993	23.87%
Jail (54210)	1,926,909		139,490	750,092	84,661	1,092,156	38.93%
Reentry Program (54230) Grants	598,520	2,242	29,753	117,739	129,207	353,816	19.60%
Juvenile Service (54240)	37,250		1,513	4,274	15,727	17,250	11.47%
Civil Defense (54410)	152,658		9,039	42,102	12,456	98,100	27.58%
Rescue Squad (54420)	30,000	38,785	6,019	15,362	6,069	47,354	22.33%
Consolidated Communications(54490)	900,577		57,864	284,475	9,970	606,133	31.59%
County Coroner (54610)	36,100		5,668	16,154	8,146	11,800	44.75%
Other Public Safety (54710) Grants	48,208	1,000	-	1,992	6,581	40,635	4.05%
Local Health Center (55110)	34,831	850	1,518	10,984	4,251	20,446	30.78%
Rabies & Animal Ctrl. (55120)	263,533		11,468	90,708	38,000	134,825	34.42%
Other Local Health Serv (55190) Grant	166,175		10,955	54,167	2,362	109,647	32.60%
Appropriation to State (55390)	30,646		-	-	30,646	-	0.00%
General Welfare Assist.(55510)	17,775		-	-	17,775	-	0.00%
Litter Control (55731) (%Grant)	102,573	100	5,873	31,223	13,364	58,087	30.41%
Other Waste Collections (55739)	49,752		2,722	12,398	2,448	34,906	24.92%
Other Public Health & Welfare (55900) Grant	34,706		-	7,200	-	27,506	20.75%
Senior Citizens Assistance (56300)	96,950		-	14,735	64,991	17,224	15.20%
Parks & Fair Board (56700)	54,259		1,528	15,869	4,672	33,717	29.25%
Agriculture Extension Serv.(57100)	104,808		1,213	17,937	302	86,568	17.11%
Soil Conservation (57500)	77,261		7,874	32,585	-	44,676	42.18%
Industrial Development (58120)	173,161		4,321	21,953	12,258	138,950	12.68%
Other Econ & Comm. Dev. (58190)	147,156	228,000	60,520	218,213	100,001	56,942	58.17%
Veteran's Services (58300)	69,015	1,530	4,988	27,612	1,552	41,381	39.14%
Other Charges (58400)	938,150	15,000	29,961	423,902	1,843	527,405	44.47%
Capital Projects (90000)	437,502		73,332	132,275	22,400	282,827	30.23%
Operating Transfer (99110)	15,000	(15,000)	-	-	-	-	
Total County General	17,046,333	464,411	1,278,357	6,289,246	1,108,237	10,113,261	35.92%
COURTHOUSE/JAIL MAINT. (112)							
Other Charges (58400)	1,600		124	702	-	898	0.00%
Transfers Out (99100)	145,000		-	-	-	145,000	0.00%
Total Courthouse/Jail Maintenance	146,600	-	124	702	-	145,898	0.48%

FUND CATEGORY	APPROP FY 15/16	AMENDED FY 15/16	EXPENDED NOV	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
LIBRARY (115)							
Libraries (56500)	364,084		24,982	120,357	33,903	209,825	33.06%
Other Charges (58400)	38,060		929	17,584	1,339	19,137	46.20%
Capital Outlay (91000)	38,000		-	-	-	38,000	0.00%
Operating Transfer (99110)	3,000		-	-	-	3,000	0.00%
Total Library	443,144	-	25,911	137,941	35,241	269,961	31.13%
SOLID WASTE (116)							
Sanitation Educ./Info. (55720)	1,900		-	550	-	1,350	28.95%
Convenience Centers (55732)	313,914		21,194	95,414	8,306	210,194	30.39%
Transfer Station (55733)	1,370,069		89,471	423,293	421,842	524,933	30.90%
Post closure Care Costs (55770)	10,000		-	2,845	8,750	(1,595)	28.45%
Other Charges (58400)	106,899		3,713	58,443	184	48,272	54.67%
Operating Transfers (99100)	43,803		-	-	-	43,803	0.00%
Total Solid Waste	1,846,585	-	114,378	580,545	439,082	826,958	31.44%
Local Purpose (Rural Fire 120)							
Fire Prevention & Control (54310)	749,050	765	709	247,021	410,075	92,719	32.94%
Total Local Purpose	749,050	765	709	247,021	410,075	92,719	32.94%
Drug Control Fund (122)							
Drug Enforcement (54150)	92,950		6,516	16,165	9,818	66,966	17.39%
Other Charges (58400)	700		125	217	-	483	31.00%
Total Drug Control	93,650	-	6,641	16,382	9,818	67,449	17.49%
HIGHWAY (131)							
Administration (61000)	348,702		24,582	132,337	7,071	209,294	37.95%
Highway Maintenance (62000)	983,783		63,901	307,055	27,068	649,660	31.21%
Operations & Maintenance (63100)	354,290	10,000	32,219	117,395	67,736	179,159	32.23%
Quarry Operations (63400)	340,483		15,935	65,131	47,314	228,038	19.13%
Other Charges (65000)	240,012	(9,351)	4,614	117,549	5,632	107,480	50.96%
Capital Outlay (68000)	875,500	97,351	11,441	246,688	742,100	(15,937)	25.36%
Highways & Streets (82120)	13,690		-	-	-	13,690	0.00%
Highways & Streets (82220)	5,435		-	-	-	5,435	0.00%
Transfers Out (99100)	53,803		-	-	-	53,803	0.00%
Total Highway	3,215,699	98,000	152,691	986,155	896,921	1,430,623	29.76%
School General Fund (141)							
Instruction							
Regular Instruction (71100)	21,068,182	(115,599)	1,607,464	5,364,380	172,804	15,415,399	25.60%
Alternative School (71150)	202,117	89,919	21,355	64,842	1,451	225,744	22.20%
Special Education Program (71200)	3,765,170		332,143	956,934	117,769	2,690,467	25.42%
Vocational Education Program (71300)	1,254,251		101,783	297,528	8,963	947,760	23.72%
Student Body Education Prog (71400)	151,824	31,450	9,223	52,808	44,173	86,293	28.81%
Support							
Attendance (72110)	198,754		14,907	63,945	300	134,509	32.17%
Health Services (72120)	539,654	113,328	48,176	153,377	1,022	498,584	23.49%
Other Support Services (72130)	1,511,311	28,080	115,083	373,092	17,619	1,148,680	24.24%
Regular Instruction (72210)	1,176,021	1,440	92,087	317,892	14,404	845,166	27.00%
Special Educ Program (72220)	291,036	(113,328)	10,248	46,594	3,070	128,044	26.22%
Vocational Educ Prog (72230)	69,812		4,938	23,060	2,159	44,593	33.03%
Board of Education (72310)	1,136,867	6,000	59,430	787,000	51,918	303,949	68.86%
Director of Schools (72320)	513,516		35,671	136,192	14,774	362,550	26.52%
Office of Principals (72410)	2,296,931		186,570	607,571	-	1,689,360	26.45%
Human Resources (72520)	234,267		17,691	87,216	6,064	140,988	37.23%
Operation of Plant (72610)	3,547,364		242,779	1,330,883	103,614	2,112,867	37.52%

FUND CATEGORY	APPROP FY 15/16	AMENDED FY 15/16	EXPENDED NOV	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
Maintenance of Plant (72620)	1,371,868		133,572	441,688	350,281	579,900	32.20%
Transportation (72710)	2,399,602		200,126	825,752	1,076,439	497,410	34.41%
Central & Other (72810)	654,248	4,300	43,729	243,151	6,540	408,857	36.92%
Non-Instructional							
Food Service (73100)	-		(19)	-	-	-	
Community Services (73300)	495,333	164,365	42,547	193,490	64,514	401,695	29.33%
Early Childhood Education (73400)	1,374,365	(21,748)	110,052	336,841	1,374	1,014,402	24.90%
Capital Outlay & Debt Service							
Capital Outlay (76100)	110,000	150,000	22,170	53,630	2,000	204,370	20.63%
Principal Debt Service (82130)	133,293		5,952	66,284	-	67,009	49.73%
Interest Debt Service (82230)	11,905		-	6,315	-	5,590	53.05%
Transfers Out (99100)	103,420	(3,387)	-	100,000	-	33	99.97%
Total School General Fund	44,611,111	334,820	3,457,678	12,930,462	2,061,250	29,954,218	28.77%
School Federal Projects Fund (142)							
Regular Instruction (71100)	1,176,773	150,205	104,723	279,569	79,869	967,540	21.07%
Special Education Program (71200)	719,437	44,680	57,237	177,788	50,505	535,824	23.27%
Vocational Education Program (71300)	73,740		-	-	38,580	35,160	0.00%
Health Services (72120)	214,000	(131,500)	(13,697)	23,984	-	58,516	29.07%
Other Support Services (72130)	177,103	65,712	1,550	23,691	927	218,197	9.76%
Regular Instruction (72210)	299,434	90,713	31,996	97,934	1,500	290,713	25.10%
Special Educ Program (72220)	266,098	155,500	29,490	143,410	12,926	265,263	34.02%
Transportation (72710)	227,500		15,694	46,907	-	180,593	20.62%
Transfers Out (99100)		100,000	-	-	-	100,000	0.00%
Total Federal Projects Fund	3,154,085	475,310	226,995	793,284	184,306	2,651,805	21.86%
Centralized Cafeteria Fund (143)							
Food Service (73100)	3,565,835		281,434	927,695	1,822,062	816,078	26.02%
Total Centralized Cafeteria	3,565,835	-	281,434	927,695	1,822,062	816,078	26.02%
General Debt Service (151)							
General Government Debt Service	1,399,287		10,912	150,688	-	1,248,599	10.77%
Total General Debt Service	1,399,287	-	10,912	150,688	-	1,248,599	10.77%
Education Debt Service (156)							
Educ Government Debt Service	2,265,220		60,195	191,906	-	2,073,314	8.47%
Total Education Debt Service	2,265,220	-	60,195	191,906	-	2,073,314	8.47%
Highway Capital Projects Fund (176)							
Other Charges (58400)	10		0	1	-	9	10.11%
Highway & Street Capital Proj (91200)	1,067,739		378	260,195	103,391	704,153	24.37%
Total Highway Capital Projects	1,067,748	-	378	260,196	103,391	704,162	24.37%

Franklin Co Trustee's Interest Earned Analysis & Comparison

November, 2016

Current Amt Invested in the Following:

CD	\$ 7,500,000	Interest Bearing Check/Savings	\$ 13,095,035	Mutual Funds	\$ -
Gross Interest Earned for the Month of Nov				\$	4,746.28

Fund Number	Fund Title	Gross Collections	Trustee Fee Admin Fee 2%	Net Fund Collections
116	Solid Waste	\$ 4,392.44	\$ (87.85)	\$ 4,304.59
151	General Debt Service	\$ -	\$ -	\$ -
141	General Schools	\$ 353.84	\$ (7.08)	\$ 346.76
Total		\$ 4,746.28	\$ (87.85)	\$ 4,304.59

Interest Revenue Monthly Fiscal Comparison

	Solid Waste	Gen Debt	Schools
Nov-15	\$ 4,398.49	\$ -	\$ -
Nov-16	\$ 4,392.44	\$ -	\$ 353.84
Over/Under	\$ (6.05)	\$ -	\$ 353.84

Interest Year to Date Revenue Fiscal Comparison

	Solid Waste	Gen Debt	Schools
2015/16	\$ 25,126.63	\$ -	\$ -
2016/17	\$ 24,504.58	\$ -	\$ 1,726.29
Over/Uner	\$ (622.05)	\$ -	\$ 1,726.29

Fiscal Year 2016/17 Appropriations 44110 Interest Earned

	Appropriation	Collected	% Collected	Balance to Collect
116 Solid Waste (up to \$75,000)	\$ 66,000.00	\$ 24,504.58	37.13%	\$ 41,495
151 General Debt Service (next \$)	\$ -	\$ -	0.00%	\$ -
141 School General Fund (OPEB Reserve Interest)	\$ -	\$ 1,726.29	0.00%	\$ (1,726)

Local Option Sales Tax Analysis & Comparison

October 2016 (Received in November)

County/City	Gross Franklin County Collections	State Admin Fee 1.125%	Net Franklin County Collections	County Revenue (Co 100%) (City 50%)	Cities Revenue is Less 1% Trustee Admin
Franklin County	141,528.17	(1,592.19)	139,935.98	139,935.98	-
Winchester	351,964.06	(3,959.60)	348,004.46	174,002.23	172,262.21
Cowan	20,293.31	(228.30)	20,065.01	10,032.51	9,932.18
Decherd	214,284.18	(2,410.70)	211,873.48	105,936.74	104,877.37
Estill Springs	29,025.16	(326.53)	28,698.63	14,349.31	14,205.82
Huntland	9,654.37	(108.61)	9,545.76	4,772.88	4,725.15
Tullahoma	6,891.47	(77.53)	6,813.94	3,406.97	3,372.90
Total	773,640.72	(8,703.46)	764,937.26	452,975.69	309,375.64

Local Option Sales Tax Monthly Revenue Fiscal Comparison

Oct-15	420,911	*Note Franklin County received an additional
Oct-16	452,976	\$539.07
Over/Under	32,064	

Local Option Sales Tax Year to Date Revenue Fiscal Comparison

2015/16	1,712,925
2016/17	1,869,221
Over/Uner	156,297

2016/17 Sales Tax Appropriations

	Appropriation	Collected	% Collected	Balance to Collect
141 General Schools	4,300,600	1,572,331	36.56%	2,728,269
156 Education Debt Service	760,000	296,890	39.06%	463,110

Fund 156 receives overages of collections from Fund 141

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

Local Option Sales Tax Analysis & Comparison

November 2016 (Received in December)

County/City	Gross Franklin County Collections	State Admin Fee 1.125%	Net Franklin County Collections	County Revenue (Co 100%) (City 50%)	Cities Revenue is Less 1% Trustee Admin
Franklin County	164,517.98	(1,850.83)	162,667.15	162,667.15	-
Winchester	346,580.07	(3,899.03)	342,681.04	171,340.52	169,627.12
Cowan	19,089.35	(214.76)	18,874.59	9,437.30	9,342.92
Decherd	187,295.81	(2,107.08)	185,188.73	92,594.37	91,668.42
Estill Springs	27,669.41	(311.28)	27,358.13	13,679.06	13,542.27
Huntland	9,002.81	(101.28)	8,901.53	4,450.76	4,406.26
Tullahoma	4,622.11	(52.00)	4,570.11	2,285.06	2,262.21
Total	758,777.54	(8,536.25)	750,241.29	456,993.29	290,849.20

Local Option Sales Tax Monthly Revenue Fiscal Comparison

Nov-15	407,160	*Note Franklin County received an additional
Nov-16	456,993	\$539.07

Over/Under 49,833

Local Option Sales Tax Year to Date Revenue Fiscal Comparison

2015/16	2,120,085
2016/17	2,326,215

Over/Uner 206,130

2016/17 Sales Tax Appropriations

	Appropriation	Collected	% Collected	Balance to Collect
141 General Schools	4,300,600	1,947,991	45.30%	2,352,609
156 Education Debt Service	760,000	378,224	49.77%	381,776

Fund 156 receives overages of collections from Fund 141

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

Franklin County Board of Commissioners
Legislative Committee
Minutes of January 5, 2017

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

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

OTHERS PRESENT: Secretary Mary Sons, Philip Lorenz

1. *Motion by Van Buskirk to approve minutes of November 17, 2016 second Clark; all ayes.*
2. Resolution to Affirm Compliance with Federal Title VI Regulations: *Motion by Clark approve and send to full commission, second Van Buskirk; all ayes.*
3. (27) Notary Public Applications: *Motion by Van Buskirk to approve and send to full commission, second Clark; all ayes.*
4. *Motion by Clark to adjourn, second Van Buskirk; all ayes.*

Respectfully Submitted,

Johnny Hughes, Chairman

DATE APPROVED: _____
JH/ms

MINUTES OF THE FINANCIAL MANAGEMENT COMMITTEE
OF THE FRANKLIN COUNTY BOARD OF COMMISSIONERS
Tuesday, January 03, 2017

The Financial Management Committee of the Franklin County Commission met in a regular meeting Tuesday, January 03, 2017 in the Annex Community Room at 8:30 am the following were had to wit:

PRESENT: Committee Members – Richard Stewart, Mayor; Eddie Clark, Co Commissioner; David Eldridge, Co Commissioner; Amie Lonas, Director of Schools; Johnny Woodall, Highway Superintendent; Barbara Finney, Co Commissioner; Andrea Smith, Ex Officio Cindy Latham, Secretary. Visitors included Mary Sons, Phillip Lorenz, Lydia Curtis Johnson, Ricky Tipps, Dave VanBuskirk, Iris Rudder, Bruce Spencer, Dick Wolff, Jim Brazelton, Annette Sisk, William Anderson, Thomas Farris, Beth Smith and Tim Fuller

1. Mayor Stewart opened up the finance meeting under old business. ***MOTION** by Clark, second by Woodall to send the resolution regarding the judicial commissioners' salary increases to the full commission. The vote resulted in all Ayes, motion carried.
2. Classification Review for the Chancery Court and Register of Deeds positions was presented with no change in the pay grades for those positions.
3. ***MOTION** by Eldridge, second by Clark that funds that was set aside in the budget to bring employees up to the minimum pay level of their current grade effective January 1st be allocated to each office's budget. Vote resulted in all Ayes, motion carried.
4. ***MOTION** by Eldridge, second by Finney to separate the resolution pertaining to salaries into 5 different resolutions and send to the full county commission. The vote resulted in all Ayes, motion carried.
5. ***MOTION** by Eldridge, second by Woodall to approve and send the November 15th Finance Committee minutes to the county commission. The vote resulted in all Ayes, motion carried.
6. ***MOTION** by Clark, second by Finney to send the October & November sales tax and December's interest reports to the County Commission. The vote resulted in all Ayes, motion carried.
7. ***MOTION** by Lonas, second by Finney to approve and send to full commission the Finance Directors Report. Vote resulted in all ayes, motion carried.
8. ***MOTION** by Eldridge, second by Finney to approve the Solid Waste Recycling Equipment Grant Resolution for \$29,709 with a local match of \$19,806. The vote resulted in all Ayes, motion carried.
9. ***MOTION** by Eldridge, second by Lonas approve the Solid Waste Used Oil Grant for up to \$15,250 funded at 100%. Vote resulted in all Ayes, motion carried.
10. ***MOTION** by Clark, second by Woodall to approve the County General Budget Amendment. The vote resulted with all Ayes, motion carried.
11. ***MOTION** by Lonas, second by Woodall to approve the Board of Education December budget amendment. The vote resulted in all Ayes, motion carried.
12. ***MOTION** by Clark, second by Finney to approve the Board of Education January Budget Amendment pending BOE approval. Vote resulted in all Ayes, motion carried.

13. ***MOTION** by Eldridge, second by Woodall to approve Board of Education's Centralized Cafeteria Budget Amendment pending BOE approval. The vote resulted in all Ayes, motion carried.
14. ***MOTION** by Woodall, second by Lonas to allow the Sheriff to change one of his corporal position to a sergeant position which would increase that position by approximately \$1300 annually. Vote resulted in all Ayes, motion carried.
15. ***MOTION** by Clark, second by Finney to approve Director Smith Budget Document Sample Package to be used for the 2017-18 budget process. Vote resulted in all Ayes, motion carried.
16. There being no further business ***MOTION** by Clark second by Eldridge to adjourn meeting at 9:30 a.m. Vote resulted in all Ayes, motion carried.

Respectfully submitted by:

Date Approved

cbl/RS

**CHANCERY COURT
SUMMARY OF QUARTERLY REPORTS
SECOND QUARTER - 2016 - 2017**

Franklin County

24000 (Litigation Tax, Delinquent Taxes, Officer Costs, Data)	\$ 121,086.34
29900 (Fees and Commissions)	\$ 29,352.24
TOTAL	\$ 150,438.58

Filed 1-5-2017
Phillip Custer
Franklin County Clerk
Winchester, TN 37398

**WORKSHEET FOR
SUMMARY OF QUARTERLY REPORTS**

QUARTER: October-November-December, 2016

	Circuit Court	Sessions Court	Juvenile Court	Totals
Franklin County (24000/29000)	87,046.02	184,809.41	12,073.50	\$ 283,928.93
State of Tennessee (23000)	19,670.05	72,944.19	45.00	\$ 92,659.24
Cities (25000)	2,920.00	16,415.50	-	\$ 19,335.50
Judgments/Rest. (26100-26700)	93,471.13	191,742.51	8,940.48	\$ 294,154.12
Trust Funds (26400)	-	-	-	\$ -
Child Support (26300)	7,463.33	-	3,975.00	\$ 11,438.33
TOTALS	\$ 210,570.53	\$ 465,911.61	\$ 25,033.98	\$ 701,516.12

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

Date: 12/31/16

Circuit Court Clerk



Filed 1-4-2017

Phillip Custer
Franklin County Clerk
Winchester, TN 37398

FRANKLIN COUNTY CLERK
 GENERAL LEDGER - FINANCIAL REPORT
 YEAR FORMAT

FISCAL YEAR 2017 - PERIOD ENDING 12/31/2016

ACCT DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
24492 HELPING SCHOOLS	.00	.00	186.00	186.00	.00	.00	.00	.00
*** SUB-TOTAL ***	.00	.00	4,139.32	3,941.65	197.67	.00	.00	.00
26000 DUE TO LITIGANTS, HEIRS, & OTHERS	.00	.00	.00	.00	.00	.00	.00	.00
26300 CHILD SUPPORT DUE FAMILIES	.00	.00	.00	.00	.00	.00	.00	.00
26301 JUVENILE RESTITUTION/PROCESS	.00	.00	.00	.00	.00	.00	.00	.00
26303 INVESTMENTS(HEIRS,LITIG,OTHER)	.00	.00	.00	.00	.00	.00	.00	.00
26310 PUBLICATIONS	.00	.00	4,842.65	4,820.80	.00	.00	.00	-21.85
26311 REFUNDS	.00	.00	.00	.00	.00	.00	.00	.00
26312	.00	.00	.00	.00	.00	.00	.00	.00
26315 CONTRIBUTIONS - ORGAN DONOR PR	.00	.00	505.48	505.48	.00	.00	.00	.00
26401 CREDIT CARD FEES - BIS	.00	.00	1,388.75	1,388.75	.00	.00	.00	.00
26405 CREDIT CARD - BANK	.00	.00	3,768.29	3,768.29	.00	.00	.00	.00
*** SUB-TOTAL ***	.00	.00	10,505.17	10,483.32	.00	.00	.00	-21.85
29000 FEE & COMMISSION ACCOUNT	-905.00	.00	105,472.41	161,585.13	-37,193.15	-19,823.37	533.80	-1,275.00
29001 CLERK'S FEES/COMMISSIONS	.00	.00	777.00	777.00	.00	.00	.00	.00
29002 COMPUTER FEES	.00	.00	.00	5,400.50	.00	-5,400.50	.00	.00
29002 DATA PROCESSING FEES	-905.00	.00	106,249.41	167,762.63	-37,193.15	-25,223.87	533.80	-1,275.00
*** SUB-TOTAL ***	-905.00	.00	1,577,875.63	1,602,078.85	.00	-25,223.87	533.80	-1,411.85

*** TOTAL ***

FRANKLIN COUNTY CLERK
GENERAL LEDGER - FINANCIAL REPORT
YEAR FORMAT

FISCAL YEAR 2017 - PERIOD ENDING 12/31/2016

ACCT DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
SUMMARY OF ASSETS:								
CASH ON HAND	905.00							1,275.00
CITIZENS COMMUNITY BANK	20.00							136.85
CREDIT CARDS	.00							.00
TITLE GIFT VOUCHER	.00							.00
RENEWAL GIFT VOUCHER	.00							.00
*** TOTAL ***	925.00							1,411.85

THIS REPORT IS SUBMITTED IN ACCORDANCE WITH REQUIREMENTS OF SECTION 5-8-505, AND/OR 67-5-1902, TENNESSEE CODE ANNOTATED, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF ACCURATELY REFLECTS TRANSACTIONS OF THIS OFFICE FOR THE PERIOD ENDING DECEMBER 31, 2016.

Phillip Custor
(Signature) 1-6-2017
(Date)

Candy Clark
(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 SECOND QUARTER OF FISCAL YEAR 2016 - 2017

		October	November	December
PERMITTED TAXABLE ESTIMATED PROPERTY IMPROVEMENT		\$1,729,856.00	\$1,379,400.00	\$205,900.00
TOTAL FEES COLLECTED		\$5325.00	\$4290.00	\$1175.00
RESIDENTIAL	# OF PERMITS	11	6	2
	\$ OF PERMITS	\$3050.00	\$1650.00	\$500.00
COMMERCIAL	# OF PERMITS	1	0	0
	\$ OF PERMITS	\$400.00	\$00.00	\$00.00
INDUSTRIAL	# OF PERMITS	0	0	0
	\$ OF PERMITS	\$00.00	\$00.00	\$00.00
ADDITIONS, MISC.	# OF PERMITS	23	11	5
	\$ OF PERMITS	\$1100.00	\$950.00	\$200.00
CASES	# OF CASES	9	13	9
	\$ OF CASES	\$775.00	\$1690.00	\$475.00

F.C. BOARD OF ZONING APPEALS MET: October 20, 2016 at 6:00PM
 November 17, 2016 at 6:00PM
 December 15, 2016 – No Meeting

F.C. REGIONAL PLANNING COMMISSION MET: October 25, 2016 – No Meeting
 November 29, 2016 at 6:00PM
 No December Meeting



 Janet Petrunich
 Director/Building Commissioner

Filed 1-9-17
 Phillip Custer
 Franklin County Clerk
 Winchester, TN 37398

Franklin County, Tennessee
Office Of The Register Of Deeds
Financial Report
For The Period Of 10/01/2016 - 12/31/2016

Account Description	Beginning Balance	Adjustments	Receipts	Transfers In	Disbursements	Transfers Out	Commission Transfers	Ending Balance
MORTGAGE TAX	0.00	0.00	66759.81	0.00	65157.54	0.00	1602.27	0.00
CONVEYANCE TAX	0.00	0.00	154144.41	0.00	150444.97	0.00	3699.44	0.00
DP FEES	0.00	0.00	3624.00	0.00	3624.00	0.00	0.00	0.00
REGISTER'S FEES	0.00	0.00	793.00	0.00	793.00	0.00	0.00	0.00
RECORDING FEES	-2509.82	-21.96	43005.00	0.00	52359.12	0.00	-5307.71	1514.63
LATE FEES	0.00	0.00	250.00	0.00	244.00	0.00	6.00	0.00
MISCELLANEOUS FEES	0.00	0.00	176.50	0.00	176.50	0.00	0.00	0.00
REFUNDS	0.00	0.00	372.14	0.00	372.14	0.00	0.00	0.00
OVER/SHORT	0.00	0.00	75.52	0.00	75.52	0.00	0.00	0.00
ESCROW	-378.08	0.00	302.76	0.00	283.42	0.00	0.00	-397.42
CR/DB CARD FEES	0.00	0.00	40.94	0.00	40.94	0.00	0.00	0.00
TOTALS:	-2887.90	-21.96	269544.08	0.00	273571.15	0.00	0.00	1117.21
SUMMARY OF ASSETS:								
CASH ON HAND	850.00							850.00
CASH IN BANK	378.08							397.42
ACCOUNTS RECEIVABLE	1659.82							-2364.63
TOTALS:	2887.90							-1117.21

This report is submitted in accordance with requirements of Sections 5-8-505 and /or 67-5-1902, as amended, Tennessee Code Annotated, and to the best of my knowledge, information and belief accurately reflect transactions of this office for the period 10/01/2016 through 12/31/2016.

Lynnda Curtis Johnson 1-9-17
Register of Deeds Date

Filed 1-9-2017
Phillip Custer
Franklin County Clerk
Manchester, TN 37398

FRANKLIN COUNTY SHERIFF'S DEPARTMENT
October, November, December 2016
2nd QUARTER FISCAL YEAR 2016-2017

Total number of persons arrested (Sheriff's Department only): 379

Total persons arrested and brought in from other departments: 477

Prisoner days served (General Sessions Sentences): 4,679

Prisoner days served (State prisoners serving jail time in our facility):2,032

Total Inmates housed this quarter: 14,420

Number of miles patrolled: 89,571

Number of man-hours worked (deputies and investigators): 7,855

State & Criminal Warrants Served:1,539

Total Attempts to Serve: 2,507

Total Activity: 11,805

Out of County Trips Made: 249

Total Number of Funerals Escorted: 26

Traffic Accidents with Injuries: 70

Traffic Accidents without Injuries:162

Business, Church, and School Areas Checked: 3,698

Traffic Enforcement: 102

DUI Arrest: 5

Drug Cases: 25

Criminal Cases Investigated: 230

Criminal Cases Cleared: 125

Violent Crimes (murder, rape, agg. Assault, armed robbery, agg. Burglary, etc.)41

Cash received for serving papers, offense & accident reports: \$6,434.40

Filed 1-9-17
Phillip Custer
Franklin County Clerk
Winchester, TN 37398

Franklin County Solid Waste

2nd Quarter Report FY 2016-2017

- Franklin County Solid Waste Department was awarded a \$30,000 recycling equipment grant with a 40% match in order to purchase more containers (\$50,000 total). The grant was a competitive grant with Franklin County being only one of four in our Tier category from across the State to receive funding. This money will be primarily spent to purchase 6 Cubic yard cardboard containers to replace our damaged and out dated bins at businesses across Franklin County.
- Franklin County received a 100% funded Used-oil grant from the State of TN in order to purchase a used-oil transport trailer. The transport trailer is dual axle and will hold a 500 gallon tri-wall tank. With this transport trailer we will be able to pump oil from our 10 centers spread out across Franklin County and transport the oil back to Joyce Lane where it will be used to run our used-oil furnace that heats our warehouse.
- Our horizontal closed in baler was installed right before the Christmas break at our Joyce Lane facility. We can now process two commodities at a time thereby increasing our output of commodities sales and increasing revenue put back into the fund.
- Golder and Associates Environmental Engineering firm released the preliminary results of their waste study. Two facts really stood out: 1) Franklin County still has 17% recyclable material in its waste stream. Meaning that if all the residents of Franklin County would recycle, we could reduce our waste stream by 17% with a total savings of \$100,000 per year. If you add in the sale of commodities we could realize a total fund displacement of \$150,000 annually. Please continue to encourage your constituents to recycle. 2) The total amount of waste that would be available for refused derived fuel material is much more than expected. This is good news as it will potentially attract more vendors of RDF processing toward Franklin County. Golder will release more of its findings and hold town-hall meetings in the Spring.
- Franklin County Solid Waste Department will begin construction of its service building on the East side of our property at Joyce Lane. The building will serve as a one bay truck shop. The total cost will be \$70,000 dollars with J.W.Gamble and Son winning the construction contract. This cost was negotiated down from upwards of \$95,000.00 from the original design with structural changes made to the plans making construction costs more affordable.

Very Respectfully,



FCSW Director: William Anderson

Filed 1-6-2017
Phillip Custer
Franklin County Clerk
Winchester, TN 37398

(Attachment A)

MONTHLY RECYCLING REPORT
FY 16-17

<u>DECEMBER</u>				<u>YTD</u>		<u>FY 15-16</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*	66.92	\$110/82	8046.25	448.83	51,393.85	902.88	84,111.17
NEWS	32.40	\$60/95	2449.26	124.30	11,419.91	304.33	19,847.95
Shred/Books	11.69	\$95/\$30	309.18	28.20	1,382.33	15.46	924.00
Ferrous Metal	7.95	\$140.00/ 60.00	795.00	123.50	11,548.28	252.93	23,348.60
Aluminum*	1.11	.55/ \$ 1100.00	1062.72	2.22	2128.32	3.41	3,415.80
Plastic*	19.79	\$60/20	1754.10	55.84	3196.10	75.69	1647.40
Electronics	.88	\$6.00		6.22		17.67	2,606.74
ELECTRONICS 2	1.30	-.35 LB		6.60		15.47	0
SUB-TOTAL	142.04		14,416.51	795.71	81,068.79	1587.84	135,901.66
Oil*	4.74	./gal		10.66	0	9.62	141.55
Tires*	33.12	\$0	479.00	180.28	5,735.00	295.88	8,939.00
TOTAL	179.90		14,895.51	986.65	86,803.79	1893.34	144,982.21

YTD Avoided Expense
Adjusted Total

ytd = 48,000.52
134,804.31

YTD Avoided Expense {(YTD Tonnage \$48.65} = 48,000.52

FY COMPARISONS

FY 16-17

FY 15-16

<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.	819.06	39,847.46		841.89	40,511.86	0
AUG.	835.67	40,655.55		836.22	40,239.04	65.92
SEPT.	728.70	35,451.45		797.02	38,352.91	88.06
OCT.	753.58	36,661.87		773.77	37,234.12	0
NOV.	755.64	36,762.03		773.73	37,232.03	54.38
DEC.				867	41,723.65	129.93
JAN.				713.59	34,338.10	0
FEB.				746	35,944.38	0
MAR.				834.60	40,161.18	0
APR.				787.23	37,881.68	0
MAY				787.80	37,909.12	0
JUN.				797.28	38,365.37	0
TOTAL				<u>9556.13</u>	<u>459,893.44</u>	<u>0</u>

(Attachment B)

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
55720	Sanitation Education/Information								
302	Advertising	(1,600.00)	0.00	(1,600.00)	0.00	550.00	400.00	(650.00)	59.38%
499	Other Supplies And Materials	(300.00)	0.00	(300.00)	0.00	0.00	0.00	(300.00)	0.00%
Total 55720	Sanitation	(1,900.00)	0.00	(1,900.00)	0.00	550.00	400.00	(950.00)	50.00 %
55732	Convenience Centers								
149	Laborers	(183,600.00)	0.00	(183,600.00)	0.00	94,936.57	0.00	(88,663.43)	51.71%
201	Social Security	(11,520.00)	0.00	(11,520.00)	0.00	6,013.14	0.00	(5,506.86)	52.20%
210	Unemployment Compensation	(2,400.00)	0.00	(2,400.00)	0.00	564.83	0.00	(1,835.17)	23.53%
212	Employer Medicare Liability	(2,694.00)	0.00	(2,694.00)	0.00	1,406.30	0.00	(1,287.70)	52.20%
299	Other Fringe Benefits	(2,200.00)	0.00	(2,200.00)	0.00	2,050.00	0.00	(150.00)	93.18%
307	Communication	(10,000.00)	0.00	(10,000.00)	0.00	4,306.94	0.00	(5,693.06)	43.07%
335	Maintenance And Repair Services-Buildings	(10,000.00)	0.00	(10,000.00)	0.00	5,500.96	0.00	(4,499.04)	55.01%
336	Maintenance And Repair Services-Equipmen	(20,000.00)	0.00	(20,000.00)	0.00	5,740.73	81.40	(14,177.87)	29.11%
399	Other Contracted Services	(7,000.00)	0.00	(7,000.00)	0.00	2,100.00	2,100.00	(2,800.00)	60.00%
452	Utilities	(14,000.00)	0.00	(14,000.00)	0.00	5,168.94	0.00	(8,831.06)	36.92%
499	Other Supplies And Materials	(4,500.00)	0.00	(4,500.00)	0.00	2,948.54	170.00	(1,381.46)	69.30%
599	Other Charges	(1,000.00)	0.00	(1,000.00)	0.00	0.00	590.38	(409.62)	59.04%
733	Solid Waste Equipment	(25,000.00)	0.00	(25,000.00)	0.00	0.00	0.00	(25,000.00)	0.00%
799	Other Capital Outlay	(20,000.00)	0.00	(20,000.00)	0.00	0.00	0.00	(20,000.00)	0.00%
Total 55732	Convenience Centers	(313,914.00)	0.00	(313,914.00)	0.00	130,736.95	2,941.78	(180,235.27)	42.58 %
55733	Transfer Stations								
105	Supervisor/Director	(55,080.00)	0.00	(55,080.00)	0.00	27,540.00	0.00	(27,540.00)	50.00%
106	Deputy(Fes)	(34,055.00)	0.00	(34,055.00)	0.00	16,436.40	0.00	(17,618.60)	48.26%
141	Foremen	(39,421.00)	0.00	(39,421.00)	0.00	19,031.04	0.00	(20,389.96)	48.28%
145	Equipment Operators-Light	(68,946.00)	0.00	(68,946.00)	0.00	30,697.84	0.00	(38,248.16)	44.52%
147	Truck Drivers	(192,305.00)	0.00	(192,305.00)	0.00	89,543.94	0.00	(102,761.06)	46.56%
149	Laborers	(20,880.00)	0.00	(20,880.00)	0.00	11,901.08	0.00	(8,978.92)	57.00%
159	Part-time Employee	(10,548.00)	0.00	(10,548.00)	0.00	4,727.64	0.00	(5,820.36)	44.82%
186	Longevity	(2,400.00)	0.00	(2,400.00)	0.00	1,140.00	0.00	(1,260.00)	47.50%
187	Overtime Pay	(2,500.00)	0.00	(2,500.00)	0.00	589.59	0.00	(1,910.41)	23.58%
189	Other Salaries & Wages	(1,200.00)	0.00	(1,200.00)	0.00	0.00	0.00	(1,200.00)	0.00%
201	Social Security	(26,650.00)	0.00	(26,650.00)	0.00	12,267.19	0.00	(14,382.81)	46.03%
204	Pensions	(60,193.00)	0.00	(60,193.00)	0.00	26,128.01	0.00	(34,064.99)	43.41%
206	Life Insurance	(562.00)	0.00	(562.00)	0.00	273.00	0.00	(289.00)	48.58%
207	Medical Insurance	(84,012.00)	0.00	(84,012.00)	0.00	31,981.20	0.00	(52,030.80)	38.07%
210	Unemployment Compensation	(1,274.00)	0.00	(1,274.00)	0.00	144.46	0.00	(1,129.54)	11.34%

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								
212	Employer Medicare Liability	(6,233.00)	0.00	(6,233.00)	0.00	2,868.96	0.00	(3,364.04)	46.03%
299	Other Fringe Benefits	(2,500.00)	0.00	(2,500.00)	0.00	2,575.00	0.00	75.00	103.00%
307	Communication	(1,500.00)	0.00	(1,500.00)	0.00	581.18	0.00	(918.82)	38.75%
309	Contracts With Government Agencies	(510,000.00)	15,000.00	(495,000.00)	0.00	191,378.36	280,621.64	(23,000.00)	95.35%
312	Contracts With Private Agencies	(60,000.00)	(13,000.00)	(73,000.00)	0.00	19,678.43	72,650.77	19,329.20	126.48%
320	Dues And Memberships	(300.00)	0.00	(300.00)	0.00	100.00	0.00	(200.00)	33.33%
335	Maintenance And Repair Services-Buildings	(5,000.00)	0.00	(5,000.00)	0.00	1,320.70	445.37	(3,233.93)	35.32%
336	Maintenance And Repair Services-Equipmen	(15,000.00)	0.00	(15,000.00)	0.00	4,929.23	1,391.44	(8,679.33)	42.14%
338	Maintenance And Repair Services-Vehicles	(8,000.00)	0.00	(8,000.00)	0.00	5,204.15	200.00	(2,595.85)	67.55%
347	Pest Control	(1,200.00)	0.00	(1,200.00)	0.00	375.00	525.00	(300.00)	75.00%
348	Postal Charges	(160.00)	0.00	(160.00)	0.00	107.23	50.00	(2.77)	98.27%
355	Travel	(2,500.00)	0.00	(2,500.00)	0.00	892.36	93.50	(1,514.14)	39.43%
361	Permits	(2,000.00)	0.00	(2,000.00)	0.00	0.00	75.00	(1,925.00)	3.75%
412	Diesel Fuel	(26,000.00)	0.00	(26,000.00)	0.00	10,411.28	11,088.72	(4,500.00)	82.69%
418	Equipment And Machinery Parts	(27,000.00)	6,000.00	(21,000.00)	0.00	7,236.70	4,571.96	(9,191.34)	56.23%
424	Garage Supplies	(8,500.00)	0.00	(8,500.00)	0.00	2,021.48	0.00	(6,478.52)	23.78%
425	Gasoline	(3,000.00)	0.00	(3,000.00)	0.00	1,166.99	1,503.70	(329.31)	89.02%
433	Lubricants	(4,200.00)	0.00	(4,200.00)	0.00	1,166.50	0.00	(3,033.50)	27.77%
435	Office Supplies	(2,200.00)	0.00	(2,200.00)	0.00	901.99	500.00	(798.01)	63.73%
450	Tires And Tubes	(12,000.00)	0.00	(12,000.00)	0.00	2,479.85	248.73	(9,271.42)	22.74%
451	Uniforms	(2,500.00)	0.00	(2,500.00)	0.00	1,289.76	974.65	(235.59)	90.58%
452	Utilities	(11,000.00)	0.00	(11,000.00)	0.00	5,745.37	0.00	(5,254.63)	52.23%
453	Vehicle Parts	(2,500.00)	(6,000.00)	(8,500.00)	0.00	3,505.81	2,024.28	(2,969.91)	65.06%
499	Other Supplies And Materials	(14,000.00)	0.00	(14,000.00)	0.00	7,665.92	7,213.45	879.37	106.28%
524	Inservice/Staff Development	(2,250.00)	0.00	(2,250.00)	0.00	400.00	75.00	(1,775.00)	21.11%
599	Other Charges	(500.00)	0.00	(500.00)	0.00	136.00	224.35	(139.65)	72.07%
733	Solid Waste Equipment	(40,000.00)	0.00	(40,000.00)	0.00	0.00	0.00	(40,000.00)	0.00%
Total 55733	Transfer Stations	(1,370,069.00)	2,000.00	(1,368,069.00)	0.00	546,539.64	384,477.56	(437,051.80)	68.05 %
55770	Postclosure Care Costs								
312	Contracts With Private Agencies	(10,000.00)	(2,000.00)	(12,000.00)	0.00	3,615.86	8,750.00	365.86	103.05%
Total 55770	Postclosure Care Costs	(10,000.00)	(2,000.00)	(12,000.00)	0.00	3,615.86	8,750.00	365.86	103.05
58400	Other Charges								
340	Medical And Dental Services	(600.00)	0.00	(600.00)	0.00	173.00	0.00	(427.00)	28.83%
502	Building And Contents Insurance	(15,800.00)	0.00	(15,800.00)	0.00	13,967.32	0.00	(1,832.68)	88.40%
506	Liability Insurance	(17,800.00)	0.00	(17,800.00)	0.00	16,295.20	0.00	(1,504.80)	91.55%

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								
507	Medical Claims	(6,000.00)	0.00	(6,000.00)	0.00	1,230.73	0.00	(4,769.27)	20.51%
510	Trustee's Commission	(35,000.00)	0.00	(35,000.00)	0.00	6,357.88	0.00	(28,642.12)	18.17%
511	Vehicle And Equipment Insurance	(21,000.00)	0.00	(21,000.00)	0.00	16,295.20	0.00	(4,704.80)	77.60%
513	Workman's Compensation Insurance	(8,199.50)	0.00	(8,199.50)	0.00	4,733.75	0.00	(3,465.75)	57.73%
516	Other Self-Insured Claims	(2,000.00)	0.00	(2,000.00)	0.00	0.00	0.00	(2,000.00)	0.00%
599	Other Charges	(499.50)	0.00	(499.50)	0.00	82.34	167.66	(249.50)	50.05%
Total 58400	Other Charges	(106,899.00)	0.00	(106,899.00)	0.00	59,135.42	167.66	(47,595.92)	55.48 %
99100	Transfers Out								
590	Transfers To Other Funds	(43,803.00)	0.00	(43,803.00)	0.00	0.00	0.00	(43,803.00)	0.00%
Total 99100	Transfers Out	(43,803.00)	0.00	(43,803.00)	0.00	0.00	0.00	(43,803.00)	0.00 %
Total For Fund:	116	(1,846,585.00)	0.00	(1,846,585.00)	0.00	740,577.87	396,737.00	(709,270.13)	61.59 %

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

58300

VETERANS SERVICE OFFICE QUARTERLY REPORT

Oct - Dec 2016

	Oct	Nov	Dec	TOTAL
Assistance Over the Phone	379	321	257	957
Office Visits	139	189	111	439
Claims Filed with VA	105	115	73	289
Total Assistance Provided to Veterans & Dependents	623	625	441	1685
Home Visits & Outreaches	5	8	44*	17
Veteran Service Officer (VSO) Training	16	10	3	29
Veterans That Were Provided Help For Groceries, Utilities, Lodging, etc.	3	1	5	9
Trips Paid for Veterans on FC Public Transportation	0	1	1	2
Mileage	250	217	150	617
*Delivered 40 food baskets to veterans and widows In cooperation with VFW, DAV and American Legion				

BOBBY CLARK
 Veterans Service Officer

RESOLUTION# - 89-0117

A RESOLUTION AMENDING THE GENERAL FUND BUDGET OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2017.

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		
Health Department Programs	101	46310				4,400.00	
Secretary	101	55190	161				994.60
Other Salaries and Wages	101	55190	189				2,289.40
Social Security	101	55190	201				203.61
Pensions	101	55190	204				864.77
Employer Medicare Liability	101	55190	212				47.62
Health Department Grant (100%) Budget Amendment (State Increased Salaries)							
Contributions & Gifts	101	44570		DAV		800.00	
Contributions	101	48130		DAV		25.00	
Veteran's Services - Other Charges	101	58300	599	DAV			825.00
Contributions for Veteran's Administration Dept for Veteran's (100%)							
Unassigned Fund Balance (-)	101	39000				31,319.06	
Other Public Health and Welfare - Other Charges	101	55900	599	TOBAC			31,319.06
State Revenue from 2015/16 for Health Department, Tobacco Cessation Program - Re-budgeted (100%)							
Charges for Other Services (+)	101	43990		TRASH		45,193.50	
Unassigned Fund Balance (+)	101	39000					45,193.50
Budget Revenue for State Route Litter Pickup							
Total County General Fund 101						81,737.56	81,737.56

Approved this the 17th Day of January 2017.

Eddie Clark, Chairman of the Commission

Richard Stewart, County Mayor

ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: Eldridge & Clark

Motion to Adopt By: _____ Second By: _____

Votes: _____ Ayes _____ Nays _____

Declaration: _____

RESOLUTION# - 8b-0117

A RESOLUTION AMENDING THE GENERAL FUND, LIBRARY FUND & SOLID WASTE FUND BUDGETS OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2017.

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, Library Fund & Solid Waste Fund Budgets of Franklin County, Tennessee be amended as follows:

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
County Mayor- Assistant	101	51300	103				1,449.00
Social Security	101	51300	201				89.84
Pensions	101	51300	204				202.86
Medical Insurance	101	51300	207			3,949.80	
Employer Medicare Liability	101	51300	212				21.01
Election Admin - Deputy	101	51500	106				1,449.00
Other Salaries & Wages	101	51500	189				262.50
Social Security	101	51500	201				106.11
Pensions	101	51500	204				239.61
Medical Insurance	101	51300	207			711.20	
Employer Medicare Liability	101	51500	212				24.82
Register of Deeds - Deputy	101	51600	106				3,024.00
Social Security	101	51600	201				187.49
Pensions	101	51600	204				423.36
Medical Insurance	101	51600	207			1,778.00	
Employer Medicare Liability	101	51600	212				43.85
Planning/Zoning -Supervisor/Director	101	51720	105				3,486.00
Deputy	101	51720	106				1,690.50
Social Security	101	51720	201				320.94
Pensions	101	51720	204				724.71
Medical Insurance	101	51720	207			711.20	
Employer Medicare Liability	101	51720	212				75.06
County Bldg Maintenance - Maintenance Personnel (+/-)	101	51800	166				21.00
Social Security	101	51720	201				1.30
Pensions	101	51720	204				2.94
Medical Insurance	101	51720	207			1,153.00	
Employer Medicare Liability	101	51720	212				0.30
Trustee - Deputy(s)	101	52400	106				4,567.50
Social Security	101	52400	201				283.19
Pensions	101	52400	204				639.45
Medical Insurance	101	52400	207			1,112.30	
Employer Medicare Liability	101	52400	212				66.23
Co Clerk - Deputy(s)	101	52500	106				2,793.00
Social Security	101	52500	201				173.17

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Pensions	101	52500	204				391.02
Medical Insurance	101	52500	207			3,335.10	
Employer Medicare Liability	101	52500	212				40.50
Finance -Supervisor/Director	101	52900	105				1,964.52
Deputy	101	52900	106				968.04
Accountants/Bookkeepers	101	52900	119				1,470.96
Social Security	101	52900	201				273.02
Pensions	101	52900	204				616.49
Medical Insurance	101	52900	207			2,954.40	
Employer Medicare Liability	101	52900	212				63.85
Circuit Court Clerk - Deputy(s)	101	53100	106				13,902.00
Social Security	101	53100	201				861.92
Pensions	101	53100	204				1,946.28
Medical Insurance	101	53100	207			14,731.40	
Employer Medicare Liability	101	53100	212				201.58
General Sessions Court - Deputy(s)	101	53300	106				2,152.50
Social Security	101	53300	201				133.46
Pensions	101	53300	204				301.35
Medical Insurance	101	53300	207			1,066.80	
Employer Medicare Liability	101	53300	212				31.21
Juvenile Court - Assistant	101	53500	103				252.00
Deputy	101	53500	106				1,029.00
Social Security	101	53500	201				79.42
Pensions	101	53500	204				179.34
Medical Insurance	101	53500	207			711.20	
Employer Medicare Liability	101	53500	212				18.57
Probation Services - Part-time Personnel	101	53910	169				472.50
Other Salaries & Wages	101	53910	189				535.50
Social Security	101	53910	201				62.50
Pensions	101	53910	204				74.97
Medical Insurance	101	53910	207			711.20	
Employer Medicare Liability	101	53910	212				14.62
Sheriff's Dept- Supervisor/Director (of Warrant Officers)	101	54110	105				2,320.50
Deputy(s)	101	54110	106				25,357.50
Investigator(s)	101	54110	108				9,975.00
Captain(s)	101	54110	109				5,880.48
Sergeant(s)	101	54110	115				7,035.00
Accountant(s)	101	54110	119				4,515.00
Computer Technician	101	54110	138				1,627.50
Guard(s)	101	54110	160				1,995.00
School Resource Officer(s)	101	54110	170				15,015.00
Social Security	101	54110	201				4,570.70
Pensions	101	54110	204				10,320.94
Medical Insurance	101	54110	207			56,598.80	

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Employer Medicare Liability	101	54110	212				1,068.95
Sex Offender Administration - Guard(s)	101	54160	160				677.74
Social Security	101	54160	201				42.02
Employer Medicare Liability	101	54160	212				9.83
Jail - Assistant	101	54210	103				2,262.36
Medical Personnel	101	54210	131				3,990.00
Cafeteria Personnel	101	54210	165				136.50
Maintenance Personnel	101	54210	167				136.50
Part-time Personnel	101	54210	169				10,000.00
Social Security	101	54210	201				1,024.57
Pensions	101	54210	204				913.55
Medical Insurance	101	54210	207			19,556.20	
Employer Medicare Liability	101	54210	212				239.62
EMA - Director	101	54410	105				2,667.00
Social Security	101	54410	201				165.35
Pensions	101	54410	204				373.38
Medical Insurance	101	54410	207			4,604.10	
Employer Medicare Liability	101	54410	212				38.67
Cons Communications - Supervisor/Director	101	54490	105				982.24
Social Security	101	54490	201				60.90
Pensions	101	54490	204				137.51
Medical Insurance	101	54490	207			27,841.30	
Employer Medicare Liability	101	54490	212				14.24
Rabies/Animal Control - Assistant(s)	101	55120	103				2,929.50
Social Security	101	55120	201				181.63
Pensions	101	55120	204				410.13
Medical Insurance	101	55120	207			7,809.90	
Employer Medicare Liability	101	55120	212				42.48
Litter Control - Guard/Laborer(s)	101	55731	149				1,512.00
Social Security	101	55731	201				93.74
Pensions	101	55731	204				211.68
Medical Insurance	101	55731	207			6,573.30	
Employer Medicare Liability	101	55731	212				21.92
Parks & Recreation - Other Salaries & Wages/Laborer(s)	101	55731	189				1,027.50
Social Security	101	55731	201				63.71
Employer Medicare Liability	101	55731	212				14.90
Soil Conservation - Secretary to the Board	101	57500	118				861.00
Other Salaries & Wages	101	57500	189				1,081.50
Social Security	101	57500	201				120.44
Pensions	101	57500	204				271.95
Medical Insurance	101	57500	207				4,585.00
Employer Medicare Liability	101	57500	212				28.17

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Veteran's Administration - Assistant	101	58300	103				1,333.50
Social Security	101	58300	201				82.68
Pensions	101	58300	204				186.69
Medical Insurance	101	58300	207			2,060.90	
Employer Medicare Liability	101	58300	212				19.34
Other Charges - Other Charges (BG for 6 mos min.)	101	58400	599			21,068.75	
Total County General Fund 101						179,038.85	179,038.85

Library -Assistant	115	56500	103				325.50
Supervisor/Director	115	56500	105				399.20
Librarian	115	56500	129				199.50
Educ Media Personnel	115	56500	137				199.50
Part-time Personnel	115	56500	169				400.00
Social Security	115	56500	201				94.47
Pensions	115	56500	204				157.32
Medical Insurance	115	56500	207			1,797.58	
Employer Medicare Liability	115	56500	212				22.09
Total Library Fund 115							1,797.58

Convenience Ctrs - Laborer(s)	116	55732	149				6,880.00
Social Security	116	55732	201				426.56
Employer Medicare Liability	116	55732	212				99.76
Transfer Station - Supervisor/Director	116	55733	105				6,014.64
Laborers	116	55733	149				1,890.00
Part-time Personnel	116	55733	169				1,475.76
Social Security	116	55733	201				581.58
Pensions	116	55733	204				1,106.65
Medical Insurance	116	55733	207			18,610.97	
Employer Medicare Liability	116	55733	212				136.02
Total Solid Waste Fund 116						18,610.97	18,610.97

Approved this the 17th Day of January, 2017.

Eddie Clark, Chairman of the Commission

Richard Stewart, County Mayor

ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: Clark & Eldridge

Motion to Adopt By: _____ Second By: _____

Votes: Ayes Nays Pass Abstain Declaration: _____

RESOLUTION# - 8C-0117

**A RESOLUTION AMENDING THE GENERAL FUND BUDGET OF
FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2017.**

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		
County Official/Administrative Officer (3 positions) (-)	101	53700	101				9,304.00
Part-time Employee (3 positions)	101	53700	169				3,379.00
Social Security	101	53700	201				787.00
Pensions	101	53700	204				1,303.00
Medical Insurance	101	53700	207			1,066.00	
Employer Medicare Liability	101	53700	212				184.00
Unassigned Fund Balance (-)	101	39000				13,891.00	
Total County General Fund 101						14,957.00	14,957.00
Changes to Judicial Commission Budget Due to Exempt Positions changes 12/1/16 with funding need offset by revenue							

Approved this the 17th Day of January, 2017.

Eddie Clark, Chairman of the Commission

Richard Stewart, County Mayor

ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: _____ Clark & Eldridge

Motion to Adopt By: _____ Second By: _____

Votes: Ayes Nays Pass Abstain Declaration: _____

RESOLUTION# - 8d-0117

A RESOLUTION AMENDING THE GENERAL FUND BUDGET OF
FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2017.

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		
Cons Communications - Supervisor/Director (+/-)	101	54490	105				3,236.00
Dispatch Personnel	101	54490	148			3,937.00	
Social Security	101	54490	201				201.00
Pensions	101	54490	204				453.00
Employer Medicare Liability	101	54490	212				47.00
Total County General Fund 101						3,937.00	3,937.00
Changes to Consolidated Communications Budget Due to Exempt Positions changes 12/1/16							

Approved this the 17th Day of January, 2017.

Eddie Clark, Chairman of the Commission

Richard Stewart, County Mayor

ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: Eldridge & Finney

Motion to Adopt By: _____ Second By: _____

Votes: Ayes Nays Pass Abstain Declaration: _____

RESOLUTION# - 8e-0117

**A RESOLUTION AMENDING THE GENERAL FUND BUDGET OF
FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2017.**

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		
Drug Court - Supervisor/Director (-)	101	53330	105				3,948.00
Social Security	101	53330	201				245.00
Pensions	101	53330	204				553.00
Medical Insurance	101	53330	207			355.00	
Employer Medicare Liability	101	53330	212				57.25
Unassigned Fund Balance (-)	101	39000				4,448.25	
Total County General Fund 101						4,803.25	4,803.25
Changes to Drug Court Budget Due to Exempt Positions changes 12/1/16 with funding need offset by revenue							

Approved this the 17th Day of January, 2017.

Eddie Clark, Chairman of the Commission

Richard Stewart, County Mayor

ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: Eldridge & Finney

Motion to Adopt By: _____ Second By: _____

Votes: Ayes Nays Pass Abstain Declaration: _____

RESOLUTION# - 88-0117

A RESOLUTION AMENDING THE GENERAL FUND BUDGET OF
FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2017.

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		
Custodial Personnel (+/-)	101	51800	166			1,890.00	
Part-time Employee	101	51800	169				1,890.00
Overtime Pay	101	51800	187			3,000.00	
Pensions	101	51800	204				2,000.00
Medical Insurance	101	51800	207				1,000.00
Total County General Fund 101						4,890.00	4,890.00
Changes to Co Bldg Maintenance Budget Due to Exempt Positions changes 12/1/16							

Approved this the 17th Day of January, 2017.

Eddie Clark, Chairman of the Commission

Richard Stewart, County Mayor

ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: Eldridge & Finney

Motion to Adopt By: _____ Second By: _____

Votes: Ayes Nays Pass Abstain Declaration: _____

RESOLUTION# - 89-0117

A RESOLUTION AMENDING THE GENERAL FUND BUDGET OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2017.

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		
Accountants/Bookkeepers - Human Resources (+/-)	101	52900	119				378.00
Social Security	101	52900	201				24.00
Pensions	101	52900	204				53.00
Medical Insurance	101	52900	207			461.00	
Employer Medicare Liability	101	52900	212				6.00
Total County General Fund 101						461.00	461.00
Changes to Finance Budget Due to Exempt Positions changes 12/1/16							

Approved this the 17th Day of January, 2017.

Eddie Clark, Chairman of the Commission

Richard Stewart, County Mayor

ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: Eldridge & Finney

Motion to Adopt By: _____ Second By: _____

Votes: Ayes Nays Pass Abstain Declaration: _____

Resolution # 8h-0117

A RESOLUTION AMENDING THE FRANKLIN CO BOARD OF EDUCATION GENERAL PURPOSE SCHOOL BUDGET OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2017

WHEREAS, certain amendments are needed to provide for compliance with audit requirements to not overspend allocated amounts in different funds and receive unanticipated revenues that require an increase in estimated revenue and/or proposed expenditures from unappropriated balances in the General Purpose School Budget Fund,

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

		Revenue (Debit)	Expenditure (Credit)
Other Direct Federal Revenue	47990 (330)	\$ 8,387.38	
Contracted Services	73300-399 (330)		\$ 4,000.00
Other Supplies	73300-499 (330)		\$ 4,387.38
DFC Grant Carry Over		\$ 8,387.38	\$ 8,387.38

Teachers	71100-116 (300)	\$ 25,000.00	
Inservice Staff Dev	72210-524 (300)		\$ 23,000.00
Other Charges	72210-599 (300)		\$ 2,000.00
Differential Pay for Curriculum/Instruction Coaches Expenses		\$ 25,000.00	\$ 25,000.00

Maint & Repair Equip	71100-336 FCHS (713)	\$ 700.00	
Instructional Supplies	71100-429 FCHS (713)	\$ 545.00	
Other Charges	71100-599 FCHS (713)	\$ 1,404.00	
Instructional Equipment	71100-722 FCHS (713)		\$ 3,849.00
Travel	72210-355 FCHS (713)	\$ 1,200.00	
Nextel Grant		\$ 3,849.00	\$ 3,849.00

Local Option Sales Tax	40210	\$ 111,667.00	
Capital Outlay Contracted Services	76100-399		\$ 2,000.00
Capital Outlay Other	76100-799		\$ 109,667.00
Amend Local Option Sales Tax that was received in July for 15/16 in order to maintain MOE for 16/17		\$ 111,667.00	\$ 111,667.00

(Approved by BOE 12/12/16)

(Send to Co Comm 1/17/17)

Attest:

Phillip Custer, County Clerk

Eddie Clark, Honorable Chairman of the Commission

Richard Stewart, County Mayor

RESOLUTION SPONSORED BY:

CLARK & Finney

MOTION TO ADOPT:

SECOND BY:

VOTES:

AYES _____ NAYS _____

DECLARATION:

8i-0117

A RESOLUTION AMENDING THE FRANKLIN CO BOARD OF EDUCATION GENERAL PURPOSE SCHOOL BUDGET OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2017

WHEREAS, certain amendments are needed to provide for compliance with audit requirements to not overspend allocated amounts in different funds and receive unanticipated revenues that require an increase in estimated revenue and/or proposed expenditures from unappropriated balances in the General Purpose School Budget Fund,

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

		Revenue (Debit)	Expenditure (Credit)
Sale of Equipment	44530	\$ 3,500.00	
BEP	46511	\$ 80,000.00	
Tuition (Tullahoma City)	71100-356		\$ 5,360.00
Alternative School Assistants	71150-163	\$ 15,939.00	
Sp Ed Teacher	71200-116		\$ 5,494.00
Sp Ed Assistants	71200-163		\$ 22,430.00
Social Security	71200-201		\$ 1,391.00
Retirement	71200-204		\$ 3,140.00
Health Ins	71200-207		\$ 10,200.00
Medicare	71200-212		\$ 324.00
Staff Dev	72210-524		\$ 10,000.00
Legal Fees	72310-331		\$ 20,000.00
Workers Comp Insurance	72310-513		\$ 21,100.00
BEP, legal fees & workers comp & High Cost allocation		\$ 99,439.00	\$ 99,439.00
Other Charges	73300-599 (180)		\$ 10,550.00
Donations	44570 (180)	\$ 10,430.00	
Misc Revenue	44170 (180)	\$ 120.00	
Christmas Angels @ Campora Center		\$ 10,550.00	\$ 10,550.00
P/Y Reserve	34555 (200)	\$ 15,468.00	
Donations	44570 (200)	\$ 13,790.00	
Other Charges	73300-599 (200)		\$ 29,258.00
Back Pack Program @ Campora Center		\$ 29,258.00	\$ 29,258.00

(To be Approved by BOE 01/09/17)

(Send to Co Comm 1/17/17)

Attest:

Philip Custer, County Clerk

Eddie Clark, Honorable Chairman of the Commission

Richard Stewart, County Mayor

RESOLUTION SPONSORED BY:

Eldridge + Clark

MOTION TO ADOPT:

SECOND BY:

VOTES:

AYES _____ NAYS _____

DECLARATION:

8j-0117

A RESOLUTION AMENDING THE FRANKLIN CO CENTRALIZED CAFETERIA BUDGET OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2017

WHEREAS, certain amendments are needed to provide for compliance with audit requirements to not overspend allocated amounts in different funds and receive unanticipated revenues that require an increase in estimated revenue and/or proposed expenditures from unappropriated balances in the Centralized Cafeteria Budget Fund,

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

		Revenue		Expenditure
Cafeteria Equipment	73100-710		\$	50,000.00
Reserves	34570	\$	50,000.00	
Equipment Purchase		\$	50,000.00	\$ 50,000.00

(To Be Approved by BOE 01/09/17)

(Send to Co Comm 01/17/17)

Attest:

Phillip Custer, County Clerk

Eddie Clark, Honorable Chairman of the Commission

Richard Stewart, County Mayor

RESOLUTION SPONSORED BY:

Eldridge + Clark

MOTION TO ADOPT:

SECOND BY:

VOTES:

AYES _____ NAYS _____

DECLARATION:

RESOLUTION 8K-0117
TO AFFIRM COMPLIANCE WITH FEDERAL
TITLE VI REGULATIONS
Franklin County, Tennessee

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

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

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

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

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

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

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

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

Adopted this 17th day of January 2017.

APPROVED: _____
Richard Stewart, Mayor

APPROVED: _____
Eddie Clark, Chair of Commission

ATTEST: _____
Phillip Custer, County Clerk

RESOLUTION SPONSORED BY: Van Buskirk and Hughes

MOTION TO ADOPT: _____ **SECOND:** _____

VOTES: **AYES:** _____ **NAYS:** _____

DECLARATION: _____

Franklin County Government Grant Pre-Application Notification Form

Department or Organization Applying for Grant:	Franklin County Solid Waste	
Grant/Program Title:	TDEC "Recycling Equipment Grant Program"	
Grant Beginning Period:	2/1/2017	
Grant Ending Period:	1/31/2022	
Grant Amount:	\$29,709	
Funding Agency (i.e. State, Federal, Private):	Federal through State	
Funding Agency Contact Information		
Name	Loretta Harrington, Grants Program Manager, TN Dept of Env. & Cons, Div. Solid Waste Man.	
Address	312 Rosa L. Parks Ave, 14th Floor, Nashville, TN 37243	
Phone	615-532-0086	
Fax	615-532-0199	
Email	<u>Loretta.Harrington@tn.gov</u>	
Funding Percentage or Match (i.e.100% or 75%/25%):	60/40% = \$29,709 Fed/ \$19,806 Local Match	
Funding Type (Revenue Advanced or Reimbursed):	Reimbursed	
Ongoing Funding Requirements(Yes/No & Length Required):	Yes maintenance of equipment	
Indirect Cost Availability (Yes/No):	No	
Grant Beneficiary:	Franklin County Citizens & Solid Waste Dept	
Purpose of Grant:	Purchase Recycling equipment within Franklin County, TN	
	Qty 3 – Roll-off Containers	
	Qty 27 – Receiver Boxes	
Person/Dept Responsible for Grant Program Management:	William Anderson	
Person/Dept Responsible for Reporting Expenditures:	Andrea Smith	
Person/Dept Responsible for Requesting Revenue Claims:	Andrea Smith	
Grant Requirements for Continuation of Program or Cooperative Agreements:	Yes, provide collection site & maintain	
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):	Yes	
Will this grant add Expense to Franklin County's Insurance Expense? (Yes/No):	No – replacing equipment	
Approving Official Signature:	Richard Stewart	Date: 12/28/16



GOVERNMENTAL GRANT CONTRACT

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

Begin Date February 1, 2017	End Date January 31, 2022	Agency Tracking # 32701-02940	Edison ID PO _____
Grantee Legal Entity Name FRANKLIN COUNTY			Edison Vendor ID 0000003890

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

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

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2017	\$29,709.00				\$29,709.00
TOTAL:	\$29,709.00				\$29,709.00

Grantee Selection Process Summary

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

Non-competitive Selection

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

[Signature]

CPO USE – GG

EDISON ID 52683

Speed Chart (optional) EN00016386	Account Code (optional) 71301000
---	--

327.42

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

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

Grantee Edison Vendor ID # 0000003890

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Planning and Installation. The Grantee shall perform all approved activities related to the grant project as described and detailed in the Grantee's application. The following scope action steps shall be completed as noted unless approved in writing by the State.
- a. Formal written agreements, between the public and private partners, detailing the partnership and roles of each partner, shall be submitted to the State by the Grantee within 30 days of grant execution.
 - b. Bid package, with equipment specifications for the recycling equipment listed in the approved Attachment 1 grant budget line-item detail (page 13), shall be submitted to the State by the Grantee for review and approval within 60 days of contract execution date. Bidding shall be in accordance with local government bidding practices as noted in section D. STANDARD TERMS AND CONDITIONS, Section D.20. Procurement. Equipment shall be ordered within 30 days of receiving bid approval by the State.
 - c. Equipment shall be installed or made operational, by the Grantee, at the location identified in the grant application promptly upon receiving on site and no later than **December 31, 2017**.
- A.3. Operations. The Grantee shall operate the equipment, purchased pursuant to the goals stated in the grant manual and as detailed in the grant application, for the purpose of increasing collection access and/or processing capacity or for the improvement of existing collection site and/or processing operations.
- A.4. Maintenance. The Grantee shall submit a maintenance plan with the final inspection request that includes a schedule for maintenance or repair of the equipment to ensure proper working order for the terms and conditions of the Grant (5 years). A maintenance log recording preventive and non-preventive maintenance shall be maintained and presented upon request.
- A.5. Final Inspection. The Grantee shall purchase the equipment, complete site preparation, and certify the collection center is fully operational before requesting an inspection by the Division of Solid Waste Management's Environmental Field Office. The Grantee shall contact Division of Materials Management Grant Coordinator to schedule the final inspection once construction and equipment installation are completed and the center is fully operational.
- a. All equipment must be entered into the Grantee's asset inventory and must be identified with markings unique to the granted equipment. This will be completed by the local government and is subject to inspection.

- b. All equipment must be routinely maintained, cleaned and serviced with maintenance logs for the duration of grant. An equipment maintenance log will also be maintained and provided upon request during inspections.
 - c. All equipment and facilities funded through this grant must have signage with the following words, "This piece of equipment was funded under a grant from the Tennessee Department of Environment and Conservation." These signs must be in letters at least 1 inch tall and be placed in a publicly visible location.
- A.6. Reporting. The Grantee shall maintain records of the tonnages of recovered materials collected and/or processed with the equipment. The Grantee shall report these tonnages in the Municipal Solid Waste Region's Annual Progress Report due March 31.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on February 1, 2017 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty Nine Thousand Seven Hundred Nine Dollars (\$29,709.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

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

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

- (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Environment and Conservation, Division of Solid Waste Management.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

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

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

The State:

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

The Grantee:

The Honorable Richard Stewart, Mayor
 Franklin County
 855 Dinah Shore Boulevard, Suite #3
 Winchester, TN 37398
 richard.stewart@franklincotn.us
 Telephone # 931-967-2905
 FAX # 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. RESERVED.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting

Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

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

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

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

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

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

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

practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, 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 comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

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

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;

- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

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

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

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

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

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

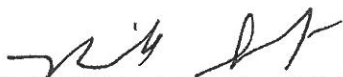
E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

E. 3. If for any reason, the Grantee fails to comply with the provision of Section A.1. through A.7. of this grant contract, the Grantee shall refund to the State the appropriate share of funding as indicated in the following table:

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

IN WITNESS WHEREOF,

FRANKLIN COUNTY:



GRANTEE SIGNATURE

DATE

RICHARD STEWART, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

ROBERT J. MARTINEAU, JR., COMMISSIONER

DATE

ATTACHMENT 1

Page 1

GRANT BUDGET				
Franklin County Recycling Equipment				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: February 1, 2017				
END: January 31, 2022				
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	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest 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	\$29,709.00	\$19,806.00	\$49,515.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	GRAND TOTAL	\$29,709.00	\$19,806.00	\$49,515.00

ATTACHMENT 1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
Recycling Equipment as Indicated Below:	
Three (3) Roll-off Containers @ \$3,423.00	\$10,269.00
Twenty Seven (27) Receiver Boxes @ \$720.00	\$19,440.00
TOTAL	\$29,709.00

ATTACHMENT 2

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:	Franklin County Solid Waste
Grant/Program Title:	TDEC "Used Oil Grant Program"
Grant Beginning Period:	2/1/2017
Grant Ending Period:	1/31/2022
Grant Amount:	\$15,250
Funding Agency (i.e. State, Federal, Private):	Federal through State
Funding Agency Contact Information	
Name	Loretta Harrington, Grants Program Manager, TN Dept of Env. & Cons, Div. Solid Waste Man.
Address	312 Rosa L. Parks Ave, 14th Floor, Nashville, TN 37243
Phone	615-532-0086
Fax	615-532-0199
Email	Loretta.Harrington@tn.gov
Funding Percentage or Match (i.e.100% or 75%/25%):	100% up to \$15,250
Funding Type (Revenue Advanced or Reimbursed):	Reimbursed
Ongoing Funding Requirements(Yes/No & Length Required):	Yes maintenance, paid for with recycle funds
Indirect Cost Availability (Yes/No):	No
Grant Beneficiary:	Franklin County Citizens & Solid Waste Dept
Purpose of Grant:	Antifreeze Storage Tank
	Used Oil Transport Trailer
	Absorbent
Person/Dept Responsible for Grant Program Management:	William Anderson
Person/Dept Responsible for Reporting Expenditures:	Andrea Smith
Person/Dept Responsible for Requesting Revenue Claims:	Andrea Smith
Grant Requirements for Continuation of Program or Cooperative Agreements:	Yes, maintain and operation of Used Oil Collection Sites
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:	Contract with Recycling Vendor – but they pay us for recycled product.
Will this grant add Value to Franklin County's Fixed Assets? (Yes/No):	No
Will this grant add Expense to Franklin County's Insurance Expense? (Yes/No):	Yes – adding equipment - Minimal
Approving Official Signature:	Richard Stewart Date: 12/28/16

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date February 1, 2017		End Date January 31, 2022		Agency Tracking # 32701-02960	Edison ID PO _____
Grantee Legal Entity Name FRANKLIN COUNTY					Edison Vendor ID 000000003890
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #			
		Grantee's fiscal year end			
Service Caption (one line only) Department of Environment and Conservation – Used Oil Grant					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2017	\$15,250.00				\$15,250.00
TOTAL:	\$15,250.00				\$15,250.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		All eligible entities are solicited and the grant contracts are funded based on technical merit of the application.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 				CPO USE – GG EDISON ID 52638	
Speed Chart (optional) EN0001889		Account Code (optional) 71301000			

327.38

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

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

Grantee Edison Vendor ID # 0000000025

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee by **December 31, 2017**, shall have purchased and installed the equipment or completed the SPCC Plan as included in the Grant Budget, Attachment I, and be using the equipment to operate an automotive fluid collection center to collect, or burn used oil from household do-it-yourselfer (DIYer's) and collect other automotive fluids to include antifreeze.
- a. The SPCC plan has to be submitted to the state once it is approved by a certified engineer and meets the requirements set forth by the Environmental Protection Agency (EPA).
 - b. The Grantee shall establish and operate the automotive fluid collection center in accordance with the rules and regulations, Chapter 0400-12-01-11, "Standards for the Management of Used Oil".
 - c. By accepting this grant, the Grantee agrees to collect automotive used oil and other automotive fluids to include antifreeze from the general public and be listed in the Department of Environment and Conservation Used Oil database for the terms and conditions of the Grant (5 years).
- A.3. Planning and Installation. The Grantee shall perform all approved activities related to the grant project as described and detailed in the Grantee's application. The Grantee shall not be authorized to purchase any equipment or complete any services that are not included in the approved Grant Budget List, Attachment I. The following scope action steps shall be completed as noted unless approved in writing by the State.
- a. The Grantee shall not be authorized to hire a general contractor, or purchase any goods or services provided prior to the date of the fully executed contract.
 - b. The Grantee shall insure that all equipment purchased and operation of the center compliant with this grant meets the minimum specifications detailed in the Used Oil Collection and Recycling Grant Program Requirements, dated July 2013.
 - c. The Grantee, with the prior approval of the State in writing, may move the location and continue to operate the automotive fluid collection center if the new location meets all of the requirements of the Solid Waste Management rules and regulations, Chapter 0400-12-01-11, "Standards for the Management of Used Oil".

- A.4. Operations. The Grantee must establish and operate the automotive fluid collection center, open to the public for normal and convenient business hours. The grantee shall post a sign large enough to be visible from the road identifying the location as a DIYer automotive fluid collection center.
- A.5. Maintenance. The Grantee shall submit a maintenance plan with the final inspection request that includes a schedule for maintenance or repair of the equipment to ensure proper working order for the terms and conditions of the Grant (5 years). A maintenance log recording preventive and non-preventive maintenance shall be maintained and presented upon request.
- A.6. Reporting. The Grantee shall maintain records of the quantities of used oil collected and other automotive fluids to include antifreeze. The operator is also responsible for recording the quantity of oil burned as fuel and the quantity of used oil filters recycled. The Grantee shall report these quantities in the Municipal Solid Waste Region's Annual Progress Report including quantities sold as diversion.
- A.7. Final Inspection. The Grantee shall contact the State to schedule the final inspection once construction and equipment installation are completed and the center is fully operational.
- a. All equipment must be entered into the Grantee's inventory and identified with appropriate tags.
 - b. All equipment must be routinely maintained, cleaned and serviced with maintenance logs for the duration of grant.
 - c. All equipment and facilities funded through this grant must have signage with the following words, "This piece of equipment was funded under a Used Oil grant from the Tennessee Department of Environment and Conservation." These signs must be in letters at least 1 inch tall and be placed in a publicly visible location.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on February 1, 2017 ("Effective Date") and extend for a period of Sixty (60) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifteen Thousand Two Hundred Fifty Dollars (\$15,250.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

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

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

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

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

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

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal

reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other

agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

The Grantee:

The Honorable Richard Stewart, Mayor
Franklin County
487 Joyce Lane
Winchester, TN 37398
richard.stewart@franklincotn.us
Telephone # 931-967-2905
FAX # 931-962-1468

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

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

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

include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

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

the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 2.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume

performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

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

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

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall

not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

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

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

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

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant

Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E. 2. If for any reason, the Grantee fails to comply with the provision of Section A.2. through A.7. of this grant contract, the Grantee shall refund to the State the appropriate share of funding as indicated in the following table:

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

IN WITNESS WHEREOF,

FRANKLIN COUNTY



GRANTEE SIGNATURE

DATE

RICHARD STEWART, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

ROBERT J. MARTINEAU, JR., COMMISSIONER

DATE

ATTACHMENT 1

Page 1

GRANT BUDGET				
Franklin County Used Oil				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: February 1, 2017 END: January 31, 2022				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest 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	\$15,250.00	0.00	\$15,250.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$15,250.00	0.00	\$15,250.00

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.tn.gov/finance/topic/fa-policyinfo>).

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

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
Franklin County Solid Waste Department	
One (1) Antifreeze Storage Tank @ \$2,500.00	\$2,500.00
One (1) Used Oil Transport Trailer @ \$12,000.00	\$12,000.00
One (1) Absorbent @ \$750.00	\$750.00
TOTAL	\$15,250.00

ATTACHMENT 2

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: _____

**Animal Control Board
Cowan Representative**

It is my recommendation that the following be
reappointed as Representative for Cowan
on the Animal Control Board:

Jerod Bradford

Term of 3 years ending December 2019

Joyce Brown, Cowan Mayor

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@franklincofn.us



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

Animal Control Board

Sheriff Tim Fuller and Veterinarian Traci Helton to serve a
3 year term ending December 2019

Pavilion Board

Eddie Clark and Barbara Finney to serve a
3 year term ending January 2020

Mayor Richard Stewart

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:

Board of Zoning and Appeals

Stuart Schuck to be an associate member to serve a
3 year term ending January 2020

Mayor Richard Stewart

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC
 AS A CLERK OF THE COUNTY OF FRANKLIN, TENNESSEE I HEREBY CERTIFY TO
 THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF
 NOTARY PUBLIC DURING THE JANUARY 17, 2017 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. MONTY ADAMS	3220 SPUR ROAD DECHERD TN 37324		PO BOX 130 SHERWOOD TN 37376	9315989800	
2. HEATHER ARNOLD	67 GREENBRIAR DRIVE TULLAHOMA TN 37388	931-308-4149	17 SOUTH COLLEGE STREET WINCHESTER TN 37398	931-967-1715	
3. LORI ASHLEY	408 LORENA ROAD WINCHESTER TN 37398	931-308-8390	301 CUMBERLAND ST EAST COWAN TN 37318	9319677318	
4. BINGHAM BRAGG	618 EASTBROOK ROAD ESTILL SPRINGS TN 37330	931-607-6880	ARNOLD AIRFORCE BASE ARNOLD AFB TN 37389	9314543627	
5. MELISSA COLLINS	95 OLD HOLDERS COVE ROAD WINCHESTER TN 37398	931-967-0611	300 SOUTH JEFFERSON STREET WINCHESTER TN 37398	931-967-0611	
6. ANDREA D. CORDOVA	261 FRANKLIN HEIGHTS DR WINCHESTER TN 37398	615 289 2324	261 FRANKLIN HEIGHTS DR WINCHESTER TN 37398	615 289 2324	
7. JANICE D. DODSON	333 ANDERSON CEMETERY RD SEWANEE TN 37383	931 598 9380	185 HOSPITAL RD WINCHESTER TN 37398	931 967 8346	
8. JAMES DAVID DUNCAN	PO BOX 486 TULLAHOMA TN 37388	931-455-5916	301 N JACKSON ST TULLAHOMA TN 37388	9314553417	
9. CHRISTINA HENLEY DUNCAN	507 GUM CREEK ROAD DECHERD TN 37324	931 581 1120	100 NORTH SPRING STREET MANCHESTER TN 37355	931 728 0820	
10. CONNIE FANN	202 12TH AVE N DECHERD TN 37324	931-308-5562	4055 TULLAHOMA HWY WINCHESTER TN 37398	931-967-2277	
11. JOSEPH E. FORD	206 WESTWOOD DRIVE TULLAHOMA TN 37388	931-455-1908	17 SOUTH COLLEGE STREET WINCHESTER TN 37398	931-967-1715	
12. KIM HARAWAY	290 FOREVER LANE BELVIDERE TN 37306	931 962 3282	1418 DINAH SHORE BLV WINCHESTER TN 37398	9319673342	VR WILLIAMS
13. BRITTANY HARTMAN	201 TURKEY CREEK BOAT DOCK RD TULLAHOMA TN 37388	--	219 2ND AVE NW WINCHESTER TN 37398	931-967-2238	
14. TERRI HENLEY	441 PLUM TREE LANE DECHERD TN 37324	931-967-6401	13083 SOLLAGE M. FREEMAN HWY SEWANEE TN 37375	9315985228	
15. WINDI JONES	200 GEORGE LANE TULLAHOMA TN 37388	931-581-0812			
16. MARGARET B. LYNCH	1090 GARRETT LANE WINCHESTER TN 37398	931-580-1268	23 SOUTH COLLEGE STREET WINCHESTER TN 37398	9315801268	
17. GAYLE B. MATTHEWS	167 SUSIE DRIVE WINCHESTER TN 37398	931-967-8703	107 1ST AVE NE WINCHESTER TN 37398	967 9440	
18. CASEY MCKELVEY	89 LAKEVIEW ST ESTILL SPRINGS TN 37330	931-308-1646	107 N PORTER STE 8 WINCHESTER TN 37398	931-967-2030	
19. SANDRA K. PHILLIPS	247 JESS DUNCAN LANE ESTILL SPRINGS TN 37330	931-962-0495	1203 HILLSBORO BLVD MANCHESTER TN 37355	9317283381	
20. JENNIFER O. SAVARD	191 GOLF SHORES DR WINCHESTER TN 37398		300 N JACKSON ST TULLAHOMA TN 37388	931-455-9301	

SIGNATURE _____
 CLERK OF THE COUNTY OF FRANKLIN, TENNESSEE
 DATE _____

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC
 AS A CLERK OF THE COUNTY OF FRANKLIN, TENNESSEE I HEREBY CERTIFY TO
 THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF
 NOTARY PUBLIC DURING THE JANUARY 17, 2017 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
21. TERESA A. SMITH	9073 SHERWOOD RD SHERWOOD TN 37376	931-308-0071	735 UNIVERSITY AVE SEWANEE TN 37383	9315983558	
22. DAVID L. STEWART	109 8TH AVE SE WINCHESTER TN 37398	931-205-1429	300 S COLLEGE ST WINCHESTER TN 37398	9319674303	
23. K J THOMAS	140 PRINCE LANE HUNTLAND TN 37345	931-469-1374	BAXTER LANE WINCHESTER TN 37398	9629999	
24. MARIE THOMASSON	249 QUAIL LANE TULLAHOMA TN 37388	931-454-9597	100 HUNTERS LANE TULLAHOMA TN 37388	9314554616	
25. BRITTNEY WELLS	131 COLONIAL DRIVE WINCHESTER TN 37398	931-967-0611	300 SOUTH JEFFERSON STREET WINCHESTER TN 37398	931-967-0611	
26. WILMA S. WRIGHT	102 FLOWER LANE DR ESTILL SPRINGS TN 37330	931-581-5945	120 N SPRING ST MANCHESTER TN 37355	931-563-5556	
27. PAULA R. INGLE YOUNG	103 WOODLAND DR DECHERD TN 37324	931-247-7597	185 HOSPITAL RD WINCHESTER TN 37398	9319678350	

SIGNATURE

CLERK OF THE COUNTY OF FRANKLIN, TENNESSEE

DATE